UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **December 12, 2017**

NRG ENERGY, INC.
(Exact name of Registrant as specified in its charter)

Delaware	**001-15891**	**41-1724239**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

804 Carnegie Center, Princeton, New Jersey 08540
(Address of principal executive offices, including zip code)

(609) 524-4500
(Registrant's telephone number, including area code)

N/A
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company o

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 13(a) of the Exchange Act. o

Item 1.01. Entry Into a Material Definitive Agreement.

The information regarding the agreements described in Item 1.03 and attached as exhibits to this Current Report on Form 8-K is incorporated in this Item 1.01 by reference.

Item 1.03. Bankruptcy or Receivership.

As previously disclosed, on June 14, 2017, GenOn Energy, Inc. ("GenOn"), GenOn Americas Generation, LLC ("GAG") and certain of their directly and indirectly-owned subsidiaries (collectively, the "Debtors") filed voluntary petitions for reorganization under Chapter 11 of the United States Bankruptcy Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court").

On December 12, 2017 (the "Confirmation Date"), the Bankruptcy Court entered the *Order Confirming the Third Amended Joint Chapter 11 Plan of Reorganization of GenOn Energy, Inc. and its Debtor Affiliates* (the "Confirmation Order"), which approved and confirmed the Debtors' Third Amended Joint Chapter 11 Plan of Reorganization (the "Plan").

On December 12, 2017, the Bankruptcy Court also entered the *Order Approving Debtors' Emergency Motion for Entry of an Order (I) Approving a Global Settlement and (II) Granting Related Relief* (the "GAG Order"), which became effective upon the entry of the Confirmation Order and which granted an administrative claim to holders of Allowed GAG Note Claims against GenOn in an amount equal to the value of the treatment afforded to holders of Allowed Class 5 GAG Notes Claims (as defined in the Plan) under the Plan.

The Debtors expect that the effective date of the Plan (the "Effective Date") will occur as soon as all conditions precedent to the Plan have been satisfied. Although the Debtors anticipate that all conditions will be satisfied, the Debtors can make no assurances as to when, or ultimately if, the Plan will become effective.

The following is a summary of the material terms of the Plan. This summary highlights only certain substantive provisions of the Plan and is not intended to be a complete description of the Plan. This summary does not purport to be complete and is qualified in its entirety by reference to the full text of the Plan, the Confirmation Order, and the GAG Order, which are attached hereto as Exhibits 2.1, 99.1 and 99.2, respectively, and incorporated by reference herein. Capitalized terms used but not defined in this Current Report on Form 8-K have the meanings set forth in the Plan.

Material Terms of the Plan

The Plan of Reorganization and Treatment of Claims and Interests

The Plan contemplates a restructuring of the Debtors that will eliminate at least $1.75 billion in debt from the Debtors' balance sheet, provide the Debtors with the capital necessary to fund distributions to the Debtors' creditors pursuant to the Plan, and allow for Third-Party Sale Transactions (as defined below), if such transactions are pursued and consummated. In addition, the Plan, Confirmation Order, and corresponding plan supplement documents incorporate an integrated compromise and settlement of claims, including the controversies resolved by (i) the NRG Settlement among the Debtors, the Consenting Noteholders, and NRG Energy, Inc. ("NRG"), (ii) the GAG Settlement (as defined below) among the Debtors and the Consenting Noteholders, and (iii) the GenMA Settlement (as discussed below) among the Debtors, NRG, the Consenting Noteholders, GenOn Mid-Atlantic, LLC, an indirect and wholly-owned subsidiary of GenOn and GAG ("GenMA"), and certain of GenMA's stakeholders, to achieve a beneficial and efficient resolution of the Chapter 11 Cases. The settlement, distributions, and other benefits provided under the Plan, including the releases and exculpation provisions included therein, are in full satisfaction of all claims, interests, causes of action and controversies that could be asserted. Additional information regarding the classification and treatment of claims and interests can be found in Article III of the Plan.

NRG Settlement

As part of the Plan, the NRG Settlement, to be implemented in phases, provides for the transition of GenOn to a standalone enterprise, resolution of substantial intercompany claims between GenOn and NRG, and the allocation of certain costs and liabilities between GenOn and NRG. As part of Phase I, on the Confirmation Date, the Bankruptcy Court approved entry into the Transition Services Agreement, the Cooperation Agreement, the Pension Indemnity Agreement, the Employee Matters Agreement, and the Tax Matters Agreement (collectively, the "Phase I Agreements"), and each of the Phase I Agreements became immediately effective in accordance with their terms. The Phase I Agreements are binding on all parties

regardless of whether the Plan ever becomes effective. In addition, the Bankruptcy Court approved entry into the Settlement Agreement (as defined below) with NRG, which becomes effective and binding on the parties thereto on the earlier of the Effective Date or consummation of the GenMA Settlement, as further provided in the Settlement Agreement, such effectiveness of the Settlement Agreement to constitute Phase II of the NRG Settlement. The consummation of the NRG Settlement and the Settlement Agreement are subject to certain conditions and may not be consummated on the terms contemplated or at all.

Settlement Agreement

The Settlement Agreement was entered into by the Debtors and NRG on December 14, 2017 (the "Settlement Agreement"), subject to certain conditions precedent to its effectiveness. The Debtors and NRG, through their entry into the Settlement Agreement, and in conjunction with the Plan and Confirmation Order, intend to fully settle the disputes existing between such parties and their respective affiliates, including without limitation, the Settled Claims (as defined in the Plan) against NRG, GenOn and certain of their respective officers and directors. Pursuant to the Settlement Agreement, NRG will pay approximately $261.3 million to GenOn in cash (subject to setoff of approximately $125.0 million in NRG claims against GenOn under the parties' revolving credit facility) (the "NRG Settlement Payment") in order to fund distributions under the Plan, among other uses. Upon GenOn's receipt and acceptance of the NRG Settlement Payment, all parties to the NRG Settlement will mutually release all claims and causes of action related thereto, and the effectiveness of such releases will operate in conjunction with the release and exculpation provisions in the Plan. Conditions precedent to the effectiveness of the Settlement Agreement include the occurrence of the GenMA Settlement (discussed below), releases of NRG from the Debtors' non-debtor subsidiaries, and payment to NRG of all ordinary course payables owed by the Debtors' non-debtor subsidiaries. There can be no assurance that these conditions precedent will occur. If the conditions precedent do not occur and are not waived, the Settlement Agreement may never become effective. The Phase I Agreements are not conditioned upon the occurrence of the Settlement Agreement ever becoming effective.

The foregoing description of the Settlement Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Settlement Agreement, which is attached hereto as Exhibit 10.1 and incorporated by reference herein.

The Phase I Agreements

Transition Services Agreement

The Transition Services Agreement was entered into by GenOn and NRG effective as of December 12, 2017 (the "Transition Services Agreement"). During the term of the Transition Services Agreement, NRG will continue to provide, until September 30, 2018, the shared services as provided to GenOn prior to the filing of the Chapter 11 Cases, and also provide other separation support services, including merger and acquisition and financing support services, information technology services and the transitioning of certain licenses and permits. GenOn will be entitled to a credit of $1.0 million per month for every month the shared services are terminated prior to September 30, 2018. In the event of any Third-Party Sale Transactions, NRG will cooperate with such third-party buyers to enter into a new transition services agreement to continue to provide transition services. Upon the occurrence of the Effective Date, GenOn is entitled to a one-time credit of $27,775,000 (subject to reduction in accordance with the terms and conditions of the Cooperation Agreement), which will be creditable against amounts payable for services under the Transition Services Agreement; provided that if as of the termination of the Transition Services Agreement the credit has not been fully used, the unused amount will be paid in cash by NRG to GenOn.

The foregoing description of the Transition Services Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Transition Services Agreement, which is attached hereto as Exhibit 10.2 and incorporated by reference herein.

Cooperation Agreement

The Cooperation Agreement was entered into by GenOn and NRG effective December 12, 2017 (the "Cooperation Agreement"), with the GenOn Steering Committee as the third party beneficiary. The Cooperation Agreement provides the

terms of the mutually acceptable plan for continued cooperation between GenOn and NRG regarding certain joint development projects. In particular, GenOn is required to make a one-time $15.0 million payment to NRG within 48 hours after the Confirmation Date as compensation for being granted a purchase option with respect to the Canal 3 Project. GenOn has until January 22, 2018 by which to decide whether to assume or reject the executory contracts relating to the Canal 3 Project. If the contracts are rejected, NRG's obligation under the Transition Services Agreement to make a one-time credit of $27,775,000 will be reduced by $15,000,000 in lieu of any rejection damages. If the Canal 3 contracts are not rejected, GenOn has until March 31, 2018 by which to exercise the purchase option to acquire the Canal 3 Project for a price equal to approximately the sum of (i) NRG's development costs through such date, (ii) a 10.5% return on such costs, and (iii) an agreed upon development fee through such date, minus $15.0 million. Subject to NRG or GenOn's respective continuing obligation to make payments then owing under the Cooperation Agreement, the parties may terminate the Cooperation Agreement by mutual written agreement.

The foregoing description of the Cooperation Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Cooperation Agreement, which is attached hereto as Exhibit 10.3 and incorporated by reference herein.

Pension Indemnity Agreement

The Pension Indemnity Agreement was entered into by GenOn and NRG effective December 12, 2017 (the "Pension Indemnity Agreement"). Pursuant to the Pension Indemnity Agreement, NRG will agree to indemnify GenOn and its direct and indirect subsidiaries, Reorganized GenOn (as defined in the Plan), and the Consenting Noteholders from and against any claims related to certain historic pension liabilities.

The foregoing description of the Pension Indemnity Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Pension Indemnity Agreement, which is attached hereto as Exhibit 10.4 and incorporated by reference herein.

Employee Matters Agreement

The Employee Matters Agreement was entered into by GenOn and NRG effective December 12, 2017 (the "Employee Matters Agreement"). Pursuant to the Employee Matters Agreement, NRG and the Reorganized Debtors will agree to address any allocation of certain assets, liabilities, and responsibilities for certain employee compensation and benefit plans and programs, and other related matters.

The foregoing description of the Employee Matters Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Employee Matters Agreement, which is attached hereto as Exhibit 10.5 and incorporated by reference herein.

Tax Matters Agreement

The Tax Matters Agreement was entered into by GenOn and NRG effective December 12, 2017 (the "Tax Matters Agreement"), and will be entered into by Reorganized GenOn upon effectiveness of the Plan. The Tax Matters Agreement will govern the rights and obligations of each party thereto with respect to certain tax matters and provide for, among other things, (i) GenOn's and its subsidiaries' membership in NRG's consolidated federal and, to the extent applicable, state income tax group for all periods through and including the Effective Date, (ii) the payment by NRG of any taxes related thereto (excluding any tax liability attributable to the NRG Settlement Payment), and (iii) NRG's right, subject to satisfying applicable U.S. federal income tax law, to take a worthless stock deduction, claimed pursuant to the relevant sections of the Internal Revenue Code and Treasury Regulations or any comparable provision of state or local law, with respect to NRG's tax basis in the stock of GenOn or any of its subsidiaries in the year of the Effective Date as part of the implementation of the exit structure as determined by the GenOn Steering Committee in consultation with the Debtors.

The foregoing description of the Tax Matters Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Tax Matters Agreement, which is attached hereto as Exhibit 10.6 and incorporated by reference herein.

GAG Settlement

Pursuant to the GAG Order, the holders of Allowed GAG Note Claims were granted an administrative claim against GenOn in an amount equal to the value of the treatment afforded to holders of Allowed Class 5 GAG Notes Claims under the Plan (the "GAG Settlement"). The terms of the GAG Settlement are embodied in the Consent Agreement previously filed as Exhibit 10.1 to the Debtors' Current Report on Form 8-K filed on October 31, 2017 and incorporated by reference herein. The foregoing description of the GAG Settlement does not purport to be complete and is qualified in its entirety by reference to the full text of the GAG Order, attached hereto as Exhibit 99.2, and the Consent Agreement.

GenMA Settlement

The Confirmation Order approved the terms of the GenMA Settlement and directed the settlement parties to cooperate in good faith to negotiate definitive documentation consistent with the GenMA Settlement term sheet in order to pursue consummation of the GenMA Settlement. The GenMA Settlement remains subject to definitive documentation.

Certain terms of the compromise as reached by GenOn, NRG, the Consenting Noteholders, GenMA and certain of its stakeholders (including the Owner Lessor Plaintiffs) are as follows, as qualified by the full settlement framework on file with the Bankruptcy Court:

- settlement of all pending litigation and objections to the Plan (including with respect to releases and feasibility);
- GenOn will provide a $55.0 million one-year 15% senior secured bridge facility;

- cash redemption or purchase of certain outstanding lessor notes/pass-through certificates, funded by (i) GenMA cash on hand; (ii) proceeds from a J.P. Morgan letter of credit draw; (iii) the $55.0 million bridge facility provided by GenOn; (iv) a $20.0 million cash contribution by GenOn; and (v) proceeds from the Natixis letter of credit facility;

- the option to defer certain equity rent and shared services to support GenMA liquidity;

- GenOn and NRG will provide $57.5 million of new qualifying credit support to GenMA, consisting of:

  - $20.0 million cash contribution by GenOn; and

  - $37.5 million in letters of credit from NRG.

- GenOn will retain $125.0 million from the pre-petition transfer from GenMA and all proceeds of the NRG Settlement Payment;

- Debt and lien covenants will permit a secured working capital facility in an amount not to exceed $75.0 million, which GenMA will use commercially reasonable efforts to obtain; and

- GenMA will have one independent director appointed by the Owner Lessor Plaintiffs.

The terms of the GenMA Settlement are subject to further negotiations between the parties and the consummation of the GenMA Settlement on any terms is subject to certain conditions and may not be consummated on the terms as currently contemplated or at all. To the extent the GenMA Settlement is not consummated, GenMA will retain the right to opt out of the releases given to each other releasing party prior to the Effective Date.

Third-Party Sales Transactions

After the Confirmation Date, the Debtors are authorized to pursue a sale of the assets of the Debtors, interests in the Debtors owning such assets, or the New Common Stock to one or more third parties, as agreed to or consummated prior to the Effective Date, in consultation with the GenOn Steering Committee (the "Third-Party Sale Transactions"). Third-party

sale proceeds received prior to the Effective Date may, in the Debtors' discretion, be used to make payments or distributions pursuant to the Plan, with certain exceptions. If the Debtors receive sale proceeds after the Effective Date from any Third-Party Sale Transaction, it is expected that such sale proceeds will be used first to repay, as soon as reasonably practicable, any outstanding new subordinated notes issued on the Effective Date in an amount determined in part by reference to such expected third-party sale proceeds yet to be received by the Effective Date.

Exit Financing

In the event that one or more Third-Party Sale Transactions are not consummated prior to the Effective Date, the Plan is expected to be funded in part by one or more of the following exit financings, subject to certain customary conditions:

- a first lien term loan;

- a synthetic or other letters of credit facility;

- a revolving credit facility; and/or

- senior secured notes.

To the extent the Debtors are successful in engaging a strategy of Third-Party Asset Sale Transactions, the need for the above exit financings may be obviated.

Management Incentive Plan

On or after the Effective Date, the Reorganized GenOn board of directors may adopt a management incentive plan in its sole discretion (including through the issuance of New Common Stock) for certain of the Reorganized Debtors' directors, officers, and employees.

Settlement, Releases and Exculpations

The Plan, Confirmation Order, and corresponding plan supplement documents incorporate an integrated compromise and settlement of claims to achieve a beneficial and efficient resolution of the Chapter 11 Cases. Unless otherwise specified, the settlement, distributions, and other benefits provided under the Plan, including the releases and exculpation provisions included therein, are in full satisfaction of all claims and causes of action that could be asserted.

The Plan provides releases and exculpations for the benefit of the Debtors, certain of the Debtors' claimholders, other parties in interest and various parties related thereto, each in their capacity as such, from various claims and causes of action, as further set forth in Article IX of the Plan.

Share Information

As of the Effective Date, the Debtors will issue shares of common stock in Reorganized GenOn (the "New Common Stock") to the holders of claims against and interests in the Debtors, and the Debtors' shares of common stock and/or membership interests outstanding prior to the Effective Date will be cancelled, in each case as provided in the Plan. As of the Confirmation Date, there was one share of GenOn common stock outstanding and 1,000 membership units of GAG outstanding. All of GenOn's common stock is held by its parent, NRG, and all of GAG's membership units are held by its parent,

NRG Americas, Inc. Under the Plan, the Debtors' new organizational documents will become effective on the Effective Date. The Debtors' new organizational documents will authorize the Debtors to issue shares of New Common Stock pursuant to the Plan.

As of the Effective Date, there may exist certain shares of New Common Stock not permitted to be distributed to any given holder of Allowed GenOn Notes Claims because one or more Required Regulatory Approvals are required but have not been obtained (the "Holdback Shares"). On the Effective Date, if there are any Holdback Shares, a new common stock reserve (the "New Common Stock Reserve") will be established by the Debtors for the distribution of Holdback Shares pursuant to the terms of the Plan. The Holdback Shares will be issued on the Effective Date, and on behalf of such holder, placed in the New Common Stock Reserve by the Debtors. Each of the Holdback Shares will be distributed from the New

Common Stock Reserve to the applicable holder in accordance with the terms of the Plan as soon as possible after (x) all Required Regulatory Approvals for the distribution of such shares have been obtained or (y) the distribution of such Holdback Shares would no longer require any of the Required Regulatory Approvals.

Certain Information Regarding Assets and Liabilities of the Debtors

Information regarding the assets and liabilities of the Debtors as of the most recent practicable date was included in the Monthly Operating Report filed by the Debtors with the Bankruptcy Court on November 30, 2017 for the period from October 1, 2017 and ending on October 31, 2017 (the "Monthly Operating Report"). In the Monthly Operating Report, the Debtors reported consolidated total assets of $4,007.0 million and consolidated total liabilities of $3,606.9 million as of October 31, 2017.

Cautionary Note Regarding Forward-Looking Information

Certain of the statements included in this Current Report on Form 8-K constitute "forward-looking statements" intended to qualify for the safe harbor from liability established by the Private Securities Litigation Reform Act of 1995. In particular, they include statements relating to future actions and strategies of NRG, GenOn and their respective subsidiaries. These forward-looking statements are based on current expectations and projections about future events. Readers are cautioned that forward-looking statements are not guarantees of future operating and financial performance or results and involve substantial risks and uncertainties that cannot be predicted or quantified, and, consequently, the actual performance of NRG, GenOn and their respective subsidiaries may differ materially from those expressed or implied by such forward-looking statements. Such risks and uncertainties include, but are not limited to, factors described from time to time in NRG's and GenOn's reports filed with the SEC.

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits*

Exhibit No.	Description
2.1	Third Amended Joint Chapter 11 Plan of Reorganization of GenOn Energy, Inc. and its Debtor Affiliates.
10.1	Settlement Agreement, dated as of December 14, 2017, by and between NRG Energy, Inc. on behalf of itself and the NRG Parties, GenOn Energy, Inc. on behalf of itself and the Debtors.
10.2	Transition Services Agreement, dated as of December 14, 2017, by and between GenOn Energy, Inc. and NRG Energy, Inc.
10.3	Cooperation Agreement, dated as of December 14, 2017, by and between GenOn Energy, Inc. and NRG Energy, Inc.
10.4	Pension Indemnity Agreement, dated as of December 14, 2017, by and between NRG Energy, Inc. and GenOn Energy, Inc.
10.5	Employee Matters Agreement, dated as of December 14, 2017, by and between NRG Energy, Inc. and GenOn Energy, Inc.
10.6	Tax Matters Agreement, initially dated as of December 14, 2017, by and between NRG Energy, Inc. and GenOn Energy, Inc., and by Reorganized GenOn upon the Effective Date.
99.1	Order Confirming the Third Amended Joint Chapter 11 Plan of Reorganization of GenOn Energy, Inc. and its Debtor Affiliates.
99.2	Order Approving Debtors' Emergency Motion for Entry of an Order (I) Approving a Global Settlement and (II) Granting Related Relief.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

December 15, 2017

NRG Energy, Inc.
(Registrant)

By: /s/ Brian E. Curci

Brian E. Curci
Corporate Secretary

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

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

THIRD AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF GENON ENERGY, INC. AND ITS DEBTOR AFFILIATES

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

AnnElyse Scarlett Gibbons (admitted *pro hac vice*)
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Co-Counsel to the Debtors and Debtors in Possession
Dated: December 12, 2017

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

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INTRODUCTION

GenOn Energy, Inc. ("GenOn") and its debtor affiliates, as debtors and debtors in possession (each, a "Debtor" and, collectively, the "Debtors") propose this joint plan of reorganization (together with the documents comprising the Plan Supplement, the "Plan") for the resolution of outstanding Claims against, and Interests in, the Debtors. Capitalized terms used and not otherwise defined shall have the meanings ascribed to such terms in Article I.A hereof. Holders of Claims and Interests may refer to the Disclosure Statement for a discussion of the Debtors' history, businesses, assets, results of operations, historical financial information, and projections of future operations, as well as a summary and description of the Plan. The Debtors are the proponents of the Plan within the meaning of section 1129 of the Bankruptcy Code, and the Plan constitutes a separate plan of reorganization for each of the Debtors.

ALL HOLDERS OF CLAIMS AND INTERESTS, TO THE EXTENT APPLICABLE, ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.

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

A. Defined Terms

1. "*7.875% GenOn Notes*" means the 7.875% Senior Notes due 2017 issued pursuant to that certain Fifth Supplemental Indenture to the 7.875% GenOn Notes Indenture, dated December 22, 2004.

2. "*7.875% GenOn Notes Indenture*" means that certain Indenture, dated December 22, 2004, by and among GenOn, as issuer, and Wilmington Trust, as indenture trustee (as amended, modified, or otherwise supplemented from time to time), providing for the issuance of the 7.875% GenOn Notes.

3. "*8.50% GAG Notes*" means the 8.50% Senior Notes due 2021 issued pursuant to that certain Fifth Supplemental Indenture to the GAG Notes Indenture, dated October 9, 2001.

4. "*9.125% GAG Notes*" means the 9.125% Senior Notes due 2031 issued pursuant to that certain Third Supplemental Indenture to the GAG Notes Indenture, dated May 1, 2001.

5. "*9.50% and 9.875% GenOn Notes Indenture*" means that certain Indenture, dated October 4, 2010, by and among GenOn, as issuer, and Wilmington Trust, as indenture trustee (as amended, modified, or otherwise supplemented from time to time), providing for the issuance of the 9.50% GenOn Notes and the 9.875% GenOn Notes.

6. "*9.50% GenOn Notes*" means the 9.50% Senior Notes due 2018 issued under the 9.50% and 9.875% GenOn Notes Indenture.

7. "*9.875% GenOn Notes*" means the 9.875% Senior Notes due 2020 issued under the 9.50% and 9.875% GenOn Notes Indenture.

8. "*Accrued Professional Compensation Claims*" means, at any given time, all Claims for accrued, contingent, and/or unpaid fees and expenses allowable before the Confirmation Date by any retained Professional in the Chapter 11 Cases that the Bankruptcy Court has not denied by Final Order; *provided, however*, that any such fees and expenses (a) have not been previously paid (regardless of whether a fee application has been filed with the Bankruptcy Court for any such amount) and (b) have not been applied against any retainer that has been provided to such Professional. To the extent that the Bankruptcy Court or any higher court of competent jurisdiction denies or reduces by a Final Order any amount of a Professional's fees or expenses, then those reduced or denied amounts shall no longer constitute Accrued Professional Compensation Claims. For the avoidance of doubt, Accrued Professional Compensation Claims include unbilled fees and expenses incurred on account of services provided by

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Professionals that have not yet been submitted for payment, except to the extent that such fees and expenses are either denied or reduced by a Final Order by the Court or any higher court of competent jurisdiction.

9. "*Administrative Claim*" means a Claim for costs and expenses of administration of the Chapter 11 Cases pursuant to sections 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred on or after the Petition Date and before the Effective Date of preserving the Estates and operating the Debtors' businesses; (b) Allowed Accrued Professional Compensation Claims; and (c) all fees and charges assessed against the Estates pursuant to section 1930 of chapter 123 of the Judicial Code.

10. "*Administrative Claims Bar Date*" means the deadline for filing requests for payment of Administrative Claims (other than Professional Fee Claims), which shall be the later of (a) the deadline established by the Bankruptcy Court and (b) the first Business Day that is 30 days following the Effective Date; *provided* that the Administrative Claims Bar Date shall not apply to claims entitled to administrative priority that arise on or after the Petition Date in the ordinary course of the Debtors' businesses.

11. "*Adverse GAG Treatment Event*" means (a) any alteration of the GAG Agreed Treatment, or (b) any act by any of the Parties that has a non-de minimis effect on the Debtors' ability to provide the GAG Agreed Treatment.

12. "*Affiliate*" has the meaning set forth in section 101(2) of the Bankruptcy Code, if such Person was a debtor in a case under the Bankruptcy Code.

13. "*Aggregate L/C Commitment*" means an amount not to exceed $330 million.

14. "*Allowed*" means with respect to any Claim, except as otherwise provided herein: (a) a Claim or Interest as to which no objection has been filed and that is evidenced by a Proof of Claim or Interest timely filed by the Bar Date (or for which Claim under the Plan, the Bankruptcy Code, or a Final Order of the Court a Proof of Claim or Interest is not or shall not be required to be filed); (b) a Claim that is listed in the Schedules as not contingent, not

unliquidated, and not disputed, and for which no Proof of Claim or Interest, as applicable, has been timely filed; or (c) a Claim Allowed pursuant to the Plan, any stipulation approved by the Court, any contract, instrument, indenture, or other agreement entered into or assumed in connection with the Plan, or a Final Order of the Court; *provided* that with respect to a Claim described in clauses (a) and (b) above, such Claim shall be considered Allowed only if and to the extent that with respect to such Claim no objection to the allowance thereof has been interposed within the applicable period of time fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Court, or such an objection is so interposed and the Claim, as applicable, shall have been Allowed by a Final Order. Any Claim that has been or is hereafter listed in the Schedules as contingent, unliquidated, or disputed, and for which no Proof of Claim or Interest is or has been timely filed, is not considered Allowed and shall be expunged without further action by the Debtors and without further notice to any party or action, approval, or order of the Court. Notwithstanding anything to the contrary herein, no Claim of any Entity subject to section 502(d) of the Bankruptcy Code shall be deemed Allowed unless and until such Entity pays in full the amount that it owes such Debtor or Reorganized Debtor, as applicable. For the avoidance of doubt, a Proof of Claim or Interest filed after the Bar Date shall not be Allowed for any purposes whatsoever absent entry of a Final Order allowing such late-filed Claim. "Allow" and "Allowing" shall have correlative meanings.

15. "*Assumed Executory Contracts and Unexpired Leases*" means those Executory Contracts and Unexpired Leases to be assumed by the applicable Reorganized Debtors, as set forth on the Assumed Executory Contract and Unexpired Lease List.

16. "*Assumed Executory Contract and Unexpired Lease List*" means the list, as determined by the Debtors or the Reorganized Debtors, subject to the applicable approval rights under the Restructuring Support Agreement, as applicable, of Executory Contracts and Unexpired Leases (with proposed cure amounts) that will be assumed by the Reorganized Debtors, which list shall be included in the Plan Supplement.

17. "*Avoidance Actions*" means any and all avoidance, recovery, subordination, or other Claims and Causes of Actions that may be brought by or on behalf of the Debtors or their Estates or other authorized parties in interest under the Bankruptcy Code or applicable non-bankruptcy law, including actions or remedies under chapter 5 of the Bankruptcy Code or under similar or related state or federal statutes and common law.

18. "*Backstop Commitment Letter*" means that certain backstop commitment letter, and all exhibits thereto, entered into by GenOn, GAG, and the Backstop Parties, and the other parties thereto contemporaneously with execution of the Restructuring Support Agreement, which expired in accordance with its terms on November 17, 2017.

19. "*Backstop Fee*" means (a) to each Group A Backstop Party its pro rata share of $15,000,000 based on its commitment percentage and (b) to each Group B Backstop Party its pro rata share of $30,000,000 based on its commitment percentage.

20. "*Backstop Parties*" means the parties to the Backstop Commitment Letter that made commitments under the Backstop Commitment Letter.

21. "*Bankruptcy Code*" means title 11 of the United States Code, 11 U.S.C. §§ 101—1532, as now in effect or hereafter amended, and the rules and regulations promulgated thereunder.

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

23. "*Bankruptcy Rules*" means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of the Judicial Code, 28 U.S.C. § 2075, as applicable to the Chapter 11 Cases and the general, local, and chambers rules of the Bankruptcy Court, as now in effect or hereafter amended.

24. "*Bar Date*" means the date established by the Bankruptcy Court by which Proofs of Claim must be filed with respect to such Claims, as may be ordered by the Bankruptcy Court.

25. "*Beneficiaries*" means, each in their capacity as such, Holders of GenOn Notes Claims and such other Holders of Claims that are to be satisfied with post-Effective Date distributions from the Liquidating Trust Assets as determined by the Debtors with the consent of the GenOn Steering Committee, such consent not to be unreasonably withheld, and, as applicable, in consultation with the Purchaser.

26. "*Business Day*" means any day, other than a Saturday, Sunday, or a legal holiday, as defined in Bankruptcy Rule 9006(a).

27. "*Cash*" or "*$*" means the legal tender of the United States of America or the equivalent thereof, including bank deposits, checks, and cash equivalents, as applicable.

28. "*Causes of Action*" means any action, claim, Claim, cause of action, controversy, demand, right, action, Lien, indemnity, Interest, guaranty, suit, obligation, liability, damage, judgment, account, defense, offset, power, privilege, license, and franchise of any kind or character whatsoever, whether known, unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law, or in equity or pursuant to any other theory of law. For the avoidance of doubt, "Cause of Action" includes: (a) any right of setoff, counterclaim, or recoupment and any claim for breach of contract or for breach of duties imposed by law or in equity; (b) the right to object to Claims or Interests; (c) any Claim pursuant to section 362 or chapter 5 of the Bankruptcy Code; (d) any claim or defense including fraud, mistake, duress, and usury; and any other defenses set forth in section 558 of the Bankruptcy Code; and (e) any state or foreign law fraudulent transfer or similar claim.

29. "*Chapter 11 Cases*" means when used with reference to a particular Debtor, the case pending for that Debtor under chapter 11 of the Bankruptcy Code in the Bankruptcy Court, and when used with reference to all the Debtors, the procedurally consolidated and jointly administered chapter 11 cases pending for the Debtors in the Bankruptcy Court.

30. "*Citibank*" means, collectively, Citibank, N.A., in its capacity as issuing bank and secured party under the Citibank LC Facility, Citigroup Global Markets Inc., in its capacity as sole lead arranger and sole bookrunner under the Citibank LC Facility, and any affiliate of Citibank, N.A. that is party to any of the Citi Reimbursement Documents.

31. "*Citibank LC Facility*" means that certain fully cash collateralized letter of credit facility governed by the Citi Reimbursement Documents, including that certain Letter of Credit Agreement, dated as of July 14, 2017, among GenOn, Citibank, N.A., as issuing bank, and Citigroup Global Markets Inc., as sole lead arranger and sole bookrunner.

32. "*Citi Reimbursement Documents*" has the meaning set forth in the Final LC Facility Order.

33. "*Claim*" means any claim, as defined in section 101(5) of the Bankruptcy Code, against any of the Debtors, whether or not assessed or Allowed.

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

35. "*Claims Register*" means the official register of Claims against and Interests in the Debtors maintained by the Solicitation Agent.

36. "*Class*" means a category of Holders of Claims or Interests under section 1122(a) of the Bankruptcy Code.

37. "*Collateral Trust Agreement*" means that certain Collateral Trust Agreement, dated as of December 3, 2010, among NRG, GenOn, NRG Americas, Inc. and the guarantors thereto and the Revolving Credit Agreement Collateral Trustee.

38. "*Confirmation*" means entry of the Confirmation Order on the docket of the Chapter 11 Cases, subject to the conditions set forth in this Plan, the Restructuring Term Sheet, the GenMA Settlement Term Sheet, the NRG Settlement Agreement, and the Restructuring Support Agreement.

39. "*Confirmation Date*" means the date on which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases within the meaning of Bankruptcy Rules 5003 and 9021.

40. "*Confirmation Hearing*" means the hearing held by the Bankruptcy Court pursuant to Bankruptcy Rule 3020(b)(2) and section 1128 of the Bankruptcy Code, including any adjournments thereof, at which the Bankruptcy Court will consider confirmation of the Plan.

41. "*Confirmation Objection Deadline*" means the date that is seven (7) days prior to the date first set by the Bankruptcy Court for the Confirmation Hearing.

42. "*Confirmation Order*" means the order of the Bankruptcy Court confirming the Plan under section 1129 of the Bankruptcy Code, consistent with the Restructuring Support Agreement.

43. "*Consenting GAG Noteholders*" has the meaning set forth in the Restructuring Support Agreement.

44. "*Consenting GenOn Noteholders*" has the meaning set forth in the Restructuring Support Agreement.

45. "*Consenting Noteholders*" means, collectively, the Holders of GenOn Notes and GAG Notes that are a party to the Restructuring Support Agreement from time to time.

46. "*Consenting Parties*" means, collectively, the Consenting Noteholders and NRG.

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

48. "*Cooperation Agreement*" means that certain cooperation agreement (as may be amended pursuant to its terms), with respect to the Development Projects, entered into by NRG, the Debtors, and the GenOn Steering Committee, filed within the Plan Supplement.

49. "*Creditors' Committee*" means the official committee of unsecured creditors, if any, appointed in the Chapter 11 Cases.

50. "*Cure Claim*" means a Claim (unless waived or modified by the applicable counterparty) based upon a Debtor's defaults under an Executory Contract or an Unexpired Lease assumed by such Debtor under section 365 of the Bankruptcy Code, other than a default that is not required to be cured pursuant to section 365(b)(2) of the Bankruptcy Code.

51. "*Debtor Intercompany Claim*" means any Claim held by a Debtor against another Debtor.

52. "*Debtor Release*" means the release given on behalf of the Debtors and their Estates to the Released Parties as set forth in Article IX.D of the Plan.

53. "*Debtors*" means, collectively, each of the following: GenOn Energy, Inc.; GenOn Americas Generation, LLC; GenOn Americas Procurement, Inc.; GenOn Asset Management, LLC; GenOn Capital Inc.; GenOn Energy Holdings, Inc.; GenOn Energy Management, LLC; GenOn Energy Services, LLC; GenOn Fund 2001 LLC; GenOn Key/Con Fuels, LLC; GenOn Mid-Atlantic Development, LLC; GenOn Power Operating Services MidWest, Inc.; GenOn Special Procurement, Inc.; Hudson Valley Gas Corporation; Mirant Asia-Pacific Ventures, LLC; Mirant Intellectual Asset Management and Marketing, LLC; Mirant International Investments, Inc.; Mirant New York Services, LLC; Mirant Power Purchase, LLC; Mirant Wrightsville Investments, Inc.; Mirant Wrightsville Management, Inc.; MNA Finance Corp.; NRG Americas, Inc.; NRG Bowline LLC; NRG California North LLC; NRG California South GP LLC; NRG California South LP; NRG Canal LLC; NRG Delta LLC; NRG Florida GP, LLC; NRG Florida LP; NRG Lovett Development I LLC; NRG Lovett LLC; NRG New York LLC; NRG North America LLC; NRG Northeast Generation, Inc.; NRG Northeast

Holdings, Inc.; NRG Potrero LLC; NRG Power Generation Assets LLC; NRG Power Generation LLC; NRG Power Midwest GP LLC; NRG Power Midwest LP; NRG Sabine (Delaware), Inc.; NRG Sabine (Texas), Inc.; NRG San Gabriel Power Generation LLC; NRG Tank Farm LLC; NRG Wholesale Generation GP LLC; NRG Wholesale Generation LP; NRG Willow Pass LLC; Orion Power New York GP, Inc.; Orion Power New York LP, LLC; Orion Power New York, L.P.; RRI Energy Broadband, Inc.; RRI Energy Channelview (Delaware) LLC; RRI Energy Channelview (Texas) LLC; RRI Energy Channelview LP; RRI Energy Communications, Inc.; RRI Energy Services Channelview LLC; RRI Energy Services Desert Basin, LLC; RRI Energy Services, LLC; RRI Energy Solutions East, LLC; RRI Energy Trading Exchange, Inc.; and RRI Energy Ventures, Inc.

54. "*Deferred Compensation Participant*" means those former employees and/or directors of the Debtors who participate in the Deferred Compensation Plan.

55. "*Deferred Compensation Plan*" means the GenOn Energy, Inc. Successor Deferral Plan (as amended or restated from time to time) under which there may be obligations with respect to former employees or directors of GenOn and its subsidiaries and affiliates.

56. "*Development Projects*" means those certain NRG development projects concerning Canal Solar, Canal 3, and Mandalay / Puente.

57. "*D&O Liability Insurance Policies*" means all insurance policies (including any "tail policy") maintained by or for the benefit of the Debtors for liabilities against any of the Debtors' current or former directors, managers, and officers, and all agreements, documents or instruments relating thereto.

58. "*Disallowed*" means any Claim that is not Allowed.

59. "*Disclosure Statement*" means the disclosure statement for the Plan, including all exhibits and schedules thereto and references therein, as approved by the Disclosure Statement Order and/or the Confirmation Order.

60. "*Disclosure Statement Order*" means the order entered by the Bankruptcy Court on October 5, 2017, approving the Disclosure Statement [Docket No. 860].

61. "*Disputed*" means, with respect to any Claim or Interest, any Claim or Interest that is not Allowed.

62. "*Disputed Claims Reserve*" means a reserve for Plan distributions that may be funded on or after the Effective Date pursuant to Article VII.D hereof.

63. "*Distribution Agent*" means, as applicable, the Reorganized Debtors, the Liquidating Trustee, or any Entity the Reorganized Debtors select to make or to facilitate distributions in accordance with the Plan.

64. "*Distribution Record Date*" means, other than with respect to the GAG Notes Claims and GenOn Notes Claims, the date for determining which Holders of Allowed Claims and Interests are eligible to receive distributions pursuant to the Plan, which shall be the date that the Confirmation Order is entered by the Bankruptcy Court, or such other date specified in the Confirmation Order. For the avoidance of doubt, distributions to the GAG Notes Claims and GenOn Notes Claims shall be made pursuant to the surrender of the underlying GAG Notes Claims and GenOn Notes Claims, on or as soon as practicable after the Effective Date; *provided, however*, that no Distribution Record Date shall apply to publicly held securities if distribution of such securities will be effectuated through DTC.

65. "*DTC*" means The Depository Trust Company.

66. "*Effective Date*" means the date that is the first Business Day after the Confirmation Date on which (a) the Confirmation Order is in effect and not subject to stay, (b) all conditions precedent to the occurrence of the Effective Date set forth in Article X.A of the Plan have been satisfied or waived in accordance with Article X.C of the Plan, and (c) the Debtors declare the Plan effective.

67. "*Employee Matters Agreement*" means that certain employee matters agreement (as may be amended in accordance with its terms), pursuant to which NRG and the Reorganized Debtors agree to address any allocation of certain assets, liabilities, and responsibilities for certain employee compensation and benefit plans and programs, and other related matters, as filed within the Plan Supplement and consistent with the Restructuring Support Agreement.

68. "*Entity*" has the meaning set forth in section 101(15) of the Bankruptcy Code.

69. "*ERISA*" means the Employee Retirement Income Security Act of 1974, as amended.

70. "*Estate*" means the estate of any Debtor created under sections 301 and 541 of the Bankruptcy Code upon the commencement of the applicable Debtor's Chapter 11 Case.

71. "*Exculpated Parties*" means, collectively, and in each case in its capacity as such: (a) the Debtors and Reorganized Debtors; (b) the Consenting Noteholders; (c) the GenOn Notes Trustee; (d) the GAG Notes

Trustee; (e) the GenOn Steering Committee; (f) the GenOn Ad Hoc Group; (g) the GAG Steering Committee; (h) the GAG Ad Hoc Group; (i) the NRG Parties; (j) the Backstop Parties; and (k) with respect to each of the foregoing entities in clauses (a) through (j), each such Entity's current and former predecessors, successors, Affiliates (regardless of whether such interests are held directly or indirectly), subsidiaries, direct and indirect equityholders, funds, portfolio companies, and management companies, and (*l*) with respect to each of the foregoing Entities in clauses (a) through (k), each of their respective current and former directors, officers, members, employees, partners, managers, independent contractors, agents, representatives, principals, professionals,

consultants, financial advisors, attorneys, accountants, investment bankers, and other professional advisors (with respect to clause (k), each solely in their capacity as such).

72. "*Executive Employment Agreement*" means that certain employment agreement for GenOn's current chief executive officer, dated April 7, 2017, as amended.

73. "*Executory Contract*" means a contract or lease to which one or more of the Debtors is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

74. "*Exit Financing*" means the debt instruments to be issued or executed as part of any exit financing facility or other lender arrangement obtained by the Debtors prior to the Effective Date (excluding the New Subordinated Notes) in form and substance reasonably acceptable to the GenOn Steering Committee, which may include the New Senior Secured Notes, the New Exit Credit Facility Term Loans, the New Exit Credit Facility Revolving Loans, and/or one or more alternative financing instruments issued and/or executed in connection with the Exit Financing.

75. "*Exit Financing Parties*" means the Note Purchasers and/or the Lender Parties that provide all or part of the Exit Financing.

76. "*Exit Structure*" means an exit structure as more fully set forth in Section IV.C., that is determined by the GenOn Steering Committee, in its sole discretion (in consultation with the Debtors) at any time prior to the Effective Date, which may include (a) a Taxable Transaction (or Taxable Transactions), including pre-emergence dispositions by GenOn and/or its subsidiaries of certain or all of its (and/or their) assets to one or more GenOn Acquiring Entities or to third parties; (b) reallocation of assets and/or certain tax attributes within the GenOn group (including in connection with the reorganization of the GenOn group entities); (c) a Recapitalization Transaction; or (d) some other transaction (which may, for the avoidance of doubt, include a combination of the Recapitalization Transaction along with one or more Taxable Transactions) as determined by the GenOn Steering Committee or the Debtors and acceptable to NRG in good faith, the form of which shall be set forth in the Restructuring Transactions Memorandum; *provided*, that any such exit structure shall take account of any Third-Party Sale Transaction.

77. "*Federal Power Act*" means the Federal Power Act, 16 U.S.C. §§ 791a — 828c, as now in effect or hereafter amended, and the rules and regulations promulgated thereunder.

78. "*FERC*" means the Federal Energy Regulatory Commission.

79. "*Final LC Facility Order*" means the Final Order (I) Authorizing the Debtors' Continued Performance Under Intercompany Arrangements, (II) Authorizing the Debtors to Continue Ordinary Course Operations and Related Financing, and (III) Granting Related Relief [Docket No. 254].

80. "*Final Decree*" means the decree contemplated under Bankruptcy Rule 3022.

81. "*Final Order*" means, as applicable, an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter that has not been reversed, stayed, modified, or amended, and as to which the time to appeal or seek certiorari has expired and no appeal or petition for certiorari has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be filed has been resolved by the highest court to which the order or judgment could be appealed or from which

certiorari could be sought or the new trial, reargument, or rehearing shall have been denied, resulted in no modification of such order, or has otherwise been dismissed with prejudice.

82. "*GAG*" means GenOn Americas Generation, LLC (f/k/a Mirant Americas Generation, LLC (successor to Mirant Americas Generation, Inc.)), a Delaware limited liability company.

83. "*GAG Ad Hoc Group*" means the group of certain Holders of GAG Notes represented by Quinn Emanuel Urquhart & Sullivan, LLP and Ducera Partners LLC.

84. "*GAG Agreed Treatment*" means (a) the 92% Cash recovery on the GAG Notes Claims payable on or before the Effective Date, (b) the provision for liquidated damages at a rate of 9% per annum of the aggregate principal amount of GAG Notes outstanding plus accrued interest as of the Petition Date beginning on the date that is 180 days after the Petition Date and, on or before the Effective Date, payable monthly in cash in advance by no later than the first Business Day of each month (provided that any such liquidated damages accrued in the month of December 2017 shall be paid on January 2, 2018), and (c) the payment on or before the Effective Date of the GAG Notes Cash Pool.

85. "*GAG Entities*" means NRG Canal LLC, NRG Bowline LLC, and all other direct and indirect subsidiaries of GAG.

86. "*GAG Escrow Amount*" means all Sale Proceeds received prior to the Effective Date from any Third-Party GAG Sale Transaction consummated prior to the Effective Date, including any interest accrued thereon, which amounts shall be released upon the Debtors' performance of their obligations respecting the GAG Notes Claims as provided for in Article III of the Plan, which performance, for the avoidance of doubt, shall occur on the Effective Date (or as soon thereafter as reasonably practicable), provided that the Debtors may use such amounts to satisfy their obligations respecting the GAG Notes Claims as provided for in Article III of the Plan.

87. "*GAG Notes*" means, collectively, the 8.50% GAG Notes and 9.125% GAG Notes.

88. "*GAG Notes Cash Pool*" means the Cash pool in the amount of: (a) 2% of the aggregate principal amount of GAG Notes outstanding plus accrued interest as of the Petition Date (approximately $14.1 million), approved pursuant to the Confirmation Order and funded on the Effective Date from the NRG Settlement Payment, for distribution to all Holders of Allowed GAG Notes Claims; and (b) beginning on the date that is 180 days after the Petition Date, liquidated damages accruing at an annual rate of 9% of the aggregate principal amount of GAG Notes outstanding plus accrued interest as of the Petition Date and payable monthly in cash in advance by no later than the first Business Day of each month (provided that any such liquidated damages accrued in the month of December 2017 shall be paid on January 2, 2018).

89. "*GAG Notes Claim*" means any Claim derived from or based upon the GAG Notes.

90. "*GAG Notes Indenture*" means that certain Indenture, dated May 1, 2001, by and among GAG, as issuer, and Wilmington Savings, as successor indenture trustee (as amended, modified, or otherwise supplemented from time to time), providing for the issuance of the 8.50% GAG Notes and 9.125% GAG Notes.

91. "*GAG Notes Trustee*" means Wilmington Savings, solely in its capacity as successor indenture trustee for the 8.50% GAG Notes and the 9.125% GAG Notes.

92. "*GAG Steering Committee*" means the steering committee of GAG Noteholders as it may be constituted from time to time and comprised as of the date of entry into the Restructuring Support Agreement of, collectively, Benefit Street Partners, LLC, Brigade Capital Management, L.P., Franklin Mutual Advisers, LLC, and Solus Alternative Asset Management LP, each on behalf of itself or certain affiliates, and/or accounts managed and/or advised by it or its affiliates.

93. "*General Unsecured Claim*" means any Claim, including Non-Debtor Intercompany Claims and any Claim of NRG based on any amounts paid on account of its guarantee of surety bonds for the benefit of the

Debtors or the Non-Debtor Subsidiaries, other than an Administrative Claim, a Professional Claim, a Secured Tax Claim, an Other Secured Claim, a Priority Tax Claim, an Other Priority Claim, a Revolving Credit Facility Claim, a GenOn Notes Claim, a GAG Notes Claim, or a Debtor Intercompany Claim.

94. "*GenMA*" means GenOn Mid-Atlantic, LLC and its directly owned subsidiaries.

95. "*GenMA Cash Distribution*" means one or more distributions of cash in the aggregate amount of approximately $320 million made by GenMA to GenOn or subsidiaries thereof on or about May 2014, including as alleged in the complaint filed on June 8, 2017 in the Leveraged Lease Disputes.

96. "*GenMA Estimated Proofs of Claim*" means the Proofs of Claim filed by the Owner Lessor Plaintiffs [Claim Nos. 1079, 1081, 1082, 1083, and 1166] that have been estimated at zero dollars for all purposes, including allowance, voting, reserves, and distribution pursuant to the provisions of the Bankruptcy Code and the Plan or any other plan confirmed by the Bankruptcy Court, *see*, Est. Hr'g Tr. at 297:3-7.

97. "*GenMA Other Proofs of Claim*" means all other Proofs of Claim (other than the GenMA Estimated Proofs of Claim) arising from or relating to any transaction or relationship between the Debtors and GenMA, including, without limitation, the Proofs of Claim filed by U.S. Bank National Association in its capacity as indenture trustee on September 14, 2017 [Claim Nos. 1200, 1268, 1269, 1270, 1273, 1275, 1276, 1277, 1281, 1282, 1283, 1284, 1285, 1286, 1287, 1289, 1290, 1291, 1293, 1294, 1295, 1300, 1301, 1302, 1315, 1316, 1317, 1318, 1319, 1320].

98. "*GenMA-Related Proofs of Claim*" means the GenMA Estimated Proofs of Claim and the GenMA Other Proofs of Claim.

99. "*GenMA Settlement*" means the settlement, by and among the GenMA Settlement Parties to be implemented in connection with the Restructuring, the material terms of which are set forth in the GenMA Settlement Term Sheet.

100. "*GenMA Settlement Parties*" means the Debtors, GenMA, NRG, and certain of GenMA's stakeholders (which stakeholders include, the Owner Lessor Plaintiffs and the OL-Related Parties) that are party to the GenMA Settlement, and such other entities that are or become party to the GenMA Settlement.

101. "*GenMA Settlement Term Sheet*" means the term sheet filed within the Plan Supplement, which sets forth the material terms of the GenMA Settlement.

102. "*GenOn*" means GenOn Energy, Inc. (f/k/a GenOn Escrow Corp.), a Delaware Corporation.

103. "*GenOn Acquiring Entity*" means an entity established by or on behalf of the Consenting Noteholders to acquire assets in a Taxable Transaction.

104. "*GenOn Ad Hoc Group*" means the group of certain Holders of GenOn Notes represented by Davis Polk & Wardwell LLP and Ducera Partners LLC.

105. "*GenOn Notes*" means, collectively, the 7.875% GenOn Notes, the 9.50% GenOn Notes, and the 9.875% GenOn Notes.

106. "*GenOn Notes Cash Pool*" means the Cash pool in the amount of (i) 4% of the aggregate principal amount of GenOn Notes outstanding plus accrued interest as of the Petition Date (approximately $75 million), approved pursuant to the Confirmation Order and funded on the Effective Date from the NRG Settlement Payment, for distribution to all Holders of Allowed GenOn Notes Claims, *plus* (ii) (a) all Cash available for distribution on the Effective Date (including any Sale Proceeds received on or before the Effective Date from any Third-Party Sale Transactions) *minus* (b) (x) the GAG Escrow Amount until released in accordance with this Plan and (y) such amount of Cash that the Debtors and the GenOn Steering Committee shall agree will be retained by Reorganized GenOn.

107. "*GenOn Notes Claim*" means any Claim derived from or based upon the GenOn Notes.

108. "*GenOn Notes Indentures*" means, collectively, the 7.875% GenOn Notes Indenture and the 9.50% and 9.875% GenOn Notes Indenture.

109. "*GenOn Notes Trustee*" means Wilmington Trust Company, solely in its capacity as indenture trustee for the 7.875% GenOn Notes, the 9.50% GenOn Notes, and the 9.875% GenOn Notes.

110. "*GenOn Steering Committee*" means the steering committee of GenOn Noteholders, as it may be constituted from time to time, and comprised as of the date hereof, collectively, Strategic Value Partners, LLC, P. Schoenfeld Asset Management, J.P. Morgan Investment Management Inc., PGIM, Inc., Sound Point Capital Management LP, York Capital Management Global Advisors, LLC, and MacKay Shields LLC, each on behalf of itself or certain affiliates, and/or accounts managed and/or advised by it or its affiliates.

111. "*Governmental Unit*" has the meaning set forth in section 101(27) of the Bankruptcy Code.

112. "*Group A Backstop Parties*" means the Backstop Parties listed on Schedule I of the Backstop Commitment Letter.

113. "*Group B Backstop Parties*" means the Backstop Parties listed on Schedule II of the Backstop Commitment Letter.

114. "*Holdback Entities*" has the meaning set forth in the definition of "Holdback Shares."

115. "*Holdback Shares*" means, with respect to any given Holder of Allowed GenOn Notes Claims, the shares of New Common Stock that as of the Effective Date are not permitted to be distributed to such Holder because one or more Required Regulatory Approvals are required but have not been obtained. Any such Holder is referred to as a "Holdback Entity". For the avoidance of doubt, if the Required Regulatory Approvals that are required but have not been obtained for any Holdback Entity relate only to shares of New Common Stock in excess of a specific amount, the Holdback Shares for such Holdback Entity shall be only such excess (*i.e.*, if a portion of the shares can be distributed and a portion cannot, then only the latter portion are Holdback Shares).

116. "*Holder*" means an Entity holding a Claim or an Interest, as applicable.

117. "*HSR Act*" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.

118. "*Impaired*" means, with respect to a Class of Claims or Interests, a Class of Claims or Interests that is impaired within the meaning of section 1124 of the Bankruptcy Code.

119. "*Indemnification Obligations*" means each of the Debtors' indemnification obligations in place as of the Effective Date, set forth in any of: (a) the organizational documents of the Debtors (including the by-laws, certificates of incorporation or formation, limited liability company agreements, other organizational or formation documents, or board resolutions); (b) employment contracts; or (c) an engagement or retention letter as to professional or advisory services.

120. "*Intercompany Interest*" means an Interest in any Debtor other than GenOn.

121. "*Interests*" means the common stock, preferred stock, limited liability company interests, and any other equity, ownership, or profits interests of any Debtor and options, warrants, rights, or other securities or agreements to acquire the common stock, preferred stock, limited liability company interests, or other equity, ownership, or profits interests of any Debtor (whether or not arising under or in connection with any employment agreement), including any claim against the Debtors subject to subordination pursuant to section 510(b) of the Bankruptcy Code arising from or related to any of the foregoing.

122. "*Internal Revenue Code*" means title 26 of the United States Code, 26 U.S.C. §§ 1-9834, as amended from time to time.

123. "*Judicial Code*" means title 28 of the United States Code, 28 U.S.C. §§ 1—4001, as now in effect or hereafter amended, and the rules and regulations promulgated thereunder.

124. "*LC Facility*" means (i) the NRG LC Facility, (ii) the Citibank LC Facility, and (iii) each other postpetition letter of credit facility on terms consistent with the Restructuring Support Agreement entered into by the Debtors and approved by the Bankruptcy Court during the Chapter 11 Cases.

125. "*LC Facility Claim*" means any Claim derived from or based upon an LC Facility.

126. "*Lender Parties*" means one or more commercial lending institutions or such other entities that will provide the New Exit Credit Facility on the Effective Date.

127. "*Leveraged Lease Disputes*" means, collectively, any claims arising from, relating to, or asserted in (a) the Payment Agreement or the related draws on February 28, 2017, on letters of credit issued by NRG Americas, Inc. on behalf of GenMA pursuant to the Revolving Credit Agreement, (b) that lawsuit captioned *Morgantown OL1 LLC, et al. v. GenOn Mid-Atlantic, LLC, et al.*, filed on June 8, 2017, in the Supreme Court of the State of New York, asserting claims related to, without limitation, the GenMA Cash Distribution, or (c) any other claim or lawsuit between or among GenMA, the OL-Related Parties, the direct and indirect creditors of the Owner Lessor Plaintiffs (including their respective indenture trustees, pass-through trustees, and pass-through certificate holders), and GenOn and its affiliates.

128. "*Lien*" has the meaning set forth in section 101(37) of the Bankruptcy Code.

129. "*Liquidating Trust*" means the trusts, if any, that may be established on the Effective Date in accordance with the terms hereof and any Liquidating Trust Agreement.

130. "*Liquidating Trust Agreement*" means the agreement governing, among other things, the retention and duties of the Liquidating Trustee, which shall be included as an exhibit to the Plan Supplement.

131. "*Liquidating Trust Assets*" means such assets or Interests as determined by the Debtors prior to the Effective Date, with the consent of the GenOn Steering Committee, such consent not to be unreasonably withheld, and, as applicable, in consultation with the Purchaser.

132. "*Liquidating Trust Interests*" means the beneficial interests, if any, in the Liquidating Trust Assets for distribution to the Beneficiaries.

133. "*Liquidating Trustee*" means the Person designated by the Debtors as such in the Liquidating Trust Agreement, solely in its capacity as such.

134. "*Management Incentive Plan*" means the management incentive plan, if any, implemented on or after the Effective Date by the Reorganized GenOn Board in its sole discretion (including through the issuance of New Common Stock) for certain of the Debtors' directors, officers, and employees.

135. "*New Common Stock*" means the shares of common stock in Reorganized GenOn to be issued and distributed as set forth in the Plan.

136. "*New Common Stock Reserve*" means the New Common Stock held in reserve pursuant to Article VI.D.2.

137. "*New Common Stock Reserve Administrator*" means the person selected by the Debtors to administer the New Common Stock Reserve.

138. "*New Exit Credit Facility*" means that certain senior secured credit facility, consisting of the New Exit Credit Facility Revolving Loans, the New Exit Credit Facility Term Loans, synthetic or other letter of credit facilities and/or one or more other financing arrangements, if any, to be entered into by the Reorganized Debtors on or before the Effective Date pursuant to the New Exit Credit Facility Documents.

139. "*New Exit Credit Facility Documents*" means, in connection with the New Exit Credit Facility, the New Exit Credit Facility credit agreement, and any guarantee agreements, collateral agreements, intercreditor agreements, Uniform Commercial Code financing statements, or other loan documents, to be dated as of the Effective Date, governing the New Exit Credit Facility, which documents shall be included in the Plan Supplement.

140. "*New Exit Credit Facility Revolving Loans*" means any revolving credit loans to be provided under the New Exit Credit Facility or otherwise, to the extent necessary, by the Lender Parties to fund the Reorganized Debtors' working capital and other operational needs.

141. "*New Exit Credit Facility Term Loans"* means any term loans, if any, to be provided under the New Exit Credit Facility or otherwise by the Lender Parties.

142. "*New Exit Financing Documents*" means, collectively, all agreements, documents, and instruments, delivered or entered into in connection with the Exit Financing, including the New Exit Credit Facility Documents and the New Senior Secured Notes Documents, as and to the extent applicable.

143. "*New Organizational Documents*" means the form of the certificates or articles of incorporation, bylaws, shareholder agreements, or such other applicable formation or governance documents of each of the Reorganized Debtors, which forms shall be in form and substance reasonably acceptable to the Debtors and consistent with the approval rights set forth in the Restructuring Support Agreement.

144. "*New Senior Secured Notes*" means any senior secured notes, if any, to be issued as part of the Exit Financing.

145. "*New Senior Secured Notes Documents*" means all agreements, documents, and instruments, delivered or entered into in connection with the New Senior Secured Notes (including the indentures governing the New Senior Secured Notes, any note purchase agreements, guarantee agreements, collateral agreements, and intercreditor agreements), which shall be included in the Plan Supplement.

146. "*New Subordinated Notes*" means those certain subordinated notes, if any, to be issued in an amount and on terms to be determined by the Debtors with the consent of the GenOn Steering Committee, such consent not to be unreasonably withheld.

147. "*New Subordinated Notes Documents*" means all agreements, documents, and instruments, delivered or entered into in connection with the New Subordinated Notes (including the indentures governing the New Subordinated Notes, any note purchase agreements, guarantee agreements, collateral agreements, and intercreditor agreements), which shall be included in the Plan Supplement and which shall be in form and substance reasonably acceptable to the GenOn Steering Committee.

148. "*Non-Debtor Intercompany Claim*" means a Claim held by a Debtor or an Affiliate against a Debtor or an Affiliate; *provided* that Non-Debtor Intercompany Claims shall not include any Debtor Intercompany Claim, LC Facility Claim, Revolving Credit Facility Claim, or other Claim held by NRG and its non-Debtor Affiliates other than the Non-Debtor Subsidiaries, the treatment of which is provided for in this Plan.

149. "*Non-Debtor Subsidiaries*" means all direct and indirect subsidiaries of any Debtor that is not a Debtor in these Chapter 11 Cases, including, for the avoidance of doubt, GenMA and REMA.

150. "*Note Purchasers*" means, as applicable, such parties that acquire the New Senior Secured Notes in connection with the Exit Financing on the Effective Date.

151. "*Noteholder Advisors*" means the following current or former professional advisors to the GenOn Ad Hoc Group, the GenOn Steering Committee, the GAG Ad Hoc Group, or the GAG Steering Committee, including the following: Davis Polk & Wardwell LLP; Ropes & Gray LLP; Ducera Partners LLC; Carmen L. Gentile, PLLC; Quinn Emanuel Urquhart & Sullivan, LLP; Richards, Layton & Finger, PA; Porter Hedges LLP; Couch White, LLP; and one additional local bankruptcy counsel in Texas.

152. "*Noteholder Litigation*" means the action pending in the Superior Court for the State of Delaware and captioned *Wilmington Trust Company, et al. v. NRG Energy, Inc. and GenOn Energy, Inc.*, Case No. N16C-12-090 PRW CCLD.

153. "*NRG*" means NRG Energy, Inc., a Delaware corporation.

154. "*NRG LC Facility*" means that certain fully cash collateralized letter of credit facility, dated as of the Petition Date, among the Debtors and NRG, as the letter of credit agent thereunder, in an amount not to exceed the Aggregate L/C Commitment, to be used solely for the issuance of new and replacement letters of credit following the commencement of the Chapter 11 Cases for hedging, regulatory, and other credit support needs of the Debtors and any subsidiaries thereof.

155. "*NRG Litigation Claims*" means all Claims and Causes of Action made, or which could be made, on behalf of the Debtors and the Non-Debtor Subsidiaries against the NRG Parties, including all Claims and Causes of Action against the entities and individuals named as defendants in any complaint (as amended) filed in the Noteholder Litigation.

156. "*NRG Parties*" means NRG and any Person or Entity holding equity interests, whether directly or indirectly, in the foregoing Entity and all of the officers, directors, partners, employees, members, members of boards of managers, attorneys, actuaries, financial advisors, accountants, investment bankers, agents, professionals, and representatives of each of the foregoing Person and Entity (whether current or former, in each case in his, her or its capacity as such). For the avoidance of doubt, the NRG Parties shall include each named defendant in the Noteholder Litigation other than GenOn.

157. "*NRG Settlement*" means the settlement, by and among the Consenting Noteholders, NRG, the Debtors, and GAG, to be implemented in connection with the Restructuring, the material terms of which are set forth in the NRG Settlement Agreement filed within the Plan Supplement.

158. "*NRG Settlement Agreement*" means the settlement agreement and any other documents necessary to effectuate the NRG Settlement in addition to the Plan, the Plan Supplement, or the Confirmation Order.

159. "*NRG Settlement Payment*" means the Cash payment to be provided by NRG, to fund distributions under the Plan, in the aggregate amount of $261.3 million.

160. "*OL-Related Parties*" means the direct and indirect equity holders of the Owner Lessor Plaintiffs.

161. "*Other Priority Claim*" means any Claim other than an Administrative Claim or a Priority Tax Claim entitled to priority in right of payment under section 507(a) of the Bankruptcy Code.

162. "*Other Secured Claim*" means any Secured Claim, other than a Revolving Credit Facility Claim.

163. "*Owner Lessor Plaintiffs*" means Morgantown OL1 LLC, Morgantown OL2 LLC, Morgantown OL3 LLC, Morgantown OL4 LLC, Morgantown OL5 LLC, Morgantown OL6 LLC, Morgantown OL7 LLC, Dickerson OL1 LLC, Dickerson OL2 LLC, Dickerson OL3 LLC, and Dickerson OL4 LLC.

164. "*Payment Agreement*" means that certain Payment Agreement, dated as of January 27, 2017, by and among GenMA and Natixis Funding Corp.

165. "*Payment Agreement Dispute*" means any claims arising from, relating to, or asserted in the Payment Agreement or the related draws on February 28, 2017, on letters of credit issued by NRG Americas, Inc. on behalf of GenMA pursuant to the Revolving Credit Agreement.

166. "*Pension Indemnity Agreement*" means that certain pension indemnity agreement (as may be amended in accordance with its terms), pursuant to which NRG agrees to indemnify GenOn and its direct and indirect subsidiaries, Reorganized GenOn, and the Consenting Noteholders from and against any Claims related to certain historic pension liabilities, as filed within the Plan Supplement and consistent with the Restructuring Support Agreement.

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

168. "*Person*" means an individual, corporation, partnership, limited liability company, joint venture, trust, estate, unincorporated association, unincorporated association, governmental entity, or political subdivision thereof, or any other entity.

169. "*Petition Date*" means the date on which each of the Debtors commenced the Chapter 11 Cases.

170. "*Plan*" means the plan of reorganization as it may be amended or supplemented from time to time, including all exhibits, schedules, supplements, appendices, annexes and attachments thereto.

171. "*Plan Supplement*" means the compilation of documents and forms of documents, schedules, and exhibits to the Plan to be filed by the Debtors seven (7) calendar days before the Confirmation Objection Deadline, including the following, as applicable: (a) New Organizational Documents; (b) New Exit Financing Documents; (c) if applicable, the New Subordinated Notes Documents; (d) the Pension Indemnity Agreement; (e) the Employee Matters Agreement; (f) the Cooperation Agreement; (g) the Transition Services Agreement; (h) the Tax Matters Agreement; (i) the NRG Settlement Agreement; (j) a Schedule of Assumed Executory Contracts and Unexpired Leases; (k) a Schedule of Rejected Executory Contracts and Unexpired Leases; (*l*) a list of Retained Causes of Action; (m) a document listing the members of the Reorganized GenOn Board; (n) the Restructuring Transactions

Memorandum; (o) the GenMA Settlement Term Sheet; (p) to the extent available, the form of any Third-Party Sale Transaction Documents; and (q) the Liquidating Trust Agreement, if any.

172. "*Prepetition Asset Sale Transactions*" means those certain transactions involving GenOn's sale, disposition or divestiture of the following power plant facilities: (a) Aurora; (b) Kendall; (c) Marsh Landing; (d) Potrero; (e) Sabine; (f) Seward; and (g) Shelby.

173. "*Priority Tax Claim*" means any Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

174. "*Pro Rata*" means the proportion that an Allowed Claim or Allowed Interest in a particular Class bears to the aggregate amount of Allowed Claims or Allowed Interests in that respective Class, or the proportion that Allowed Claims or Allowed Interests in a particular Class bear to the aggregate amount of Allowed Claims or Allowed Interests in a particular Class and other Classes entitled to share in the same recovery as such Allowed Claim or Allowed Interests under the Plan.

175. "*Professional*" means an Entity employed pursuant to a Bankruptcy Court order in accordance with sections 327 or 1103 of the Bankruptcy Code and to be compensated for services rendered before or on the Confirmation Date, pursuant to sections 327, 328, 329, 330, or 331 of the Bankruptcy Code.

176. "*Professional Fee Claims*" means all Administrative Claims for the compensation of Professionals and the reimbursement of expenses incurred by such Professionals through and including the Confirmation Date to the extent such fees and expenses have not been previously paid.

177. "*Professional Fee Escrow Account*" means an interest-bearing account funded by the Debtors on the Effective Date in an amount equal to the Professional Fee Escrow Amount.

178. "*Professional Fee Escrow Amount*" means the amount equal to the total estimated amount of Professional Fee Claims.

179. "*Proof of Claim*" means a proof of Claim filed against any of the Debtors in the Chapter 11 Cases by the applicable Bar Date.

180. "*Proof of Interest*" means a proof of Interest filed in any of the Debtors in the Chapter 11 Cases.

181. "*Purchase Agreement*" means, solely with respect to any Third-Party Sale Transaction, the purchase agreement between the applicable Debtors and any Purchaser party thereto, which, if agreed to prior to the Effective Date, shall be in form and substance reasonably acceptable to the GenOn Steering Committee and, with respect to a Third-Party GAG Sale Transaction, the GAG Steering Committee.

182. "*Purchaser*" means one or more Entities that are the purchasers with respect to any Third-Party Sale Transaction.

183. "*Recapitalization Transaction*" means the receipt by stakeholders of the stock of Reorganized GenOn pursuant to a transaction in which certain Tax Attributes would, subject to certain limitations and reductions imposed by applicable U.S. federal income tax law ("Tax Law") and related regulations, vest in Reorganized GenOn.

184. "*Reinstate*," "*Reinstated*," or "*Reinstatement*" means with respect to Claims and Interests, that the Claim or Interest shall be rendered Unimpaired in accordance with section 1124 of the Bankruptcy Code.

185. "*Rejected Executory Contract and Unexpired Lease List*" means the list, as determined by the Debtors or the Reorganized Debtors, as applicable, of Executory Contracts and Unexpired Leases that will be rejected by the Reorganized Debtors pursuant to the Plan, which list shall be included in the Plan Supplement; *provided*, that such list shall be acceptable to the Required Consenting Noteholders.

186. "*Released Party*" means, collectively, and in each case in its capacity as such: (a) the Consenting Noteholders; (b) the GenOn Notes Trustee; (c) the GAG Notes Trustee; (d) the GenOn Steering Committee; (e) the GenOn Ad Hoc Group; (f) the GAG Steering Committee; (g) the GAG Ad Hoc Group; (h) the NRG Parties; (i) the Backstop Parties; (j) Citibank; (k) any Purchaser; (l) the GenMA Settlement Parties; (m) with respect to each of the Debtors, the Reorganized Debtors, and each of the foregoing entities in clauses (a) through (l), each such Entity's current and former predecessors, successors, Affiliates (regardless of whether such interests are held directly or indirectly), subsidiaries, direct and indirect equityholders, funds, portfolio companies, and management companies; and (n) with respect to each of the foregoing Entities in clauses (a) through (m), each of their respective current and former directors, officers, members, employees, partners, managers, independent contractors, agents, representatives, principals, professionals, consultants, financial advisors, attorneys, accountants, trustees investment bankers, and other professional advisors (with respect to clause (m), each solely in their capacity as such); ***provided, however*, that any Holder of a Claim or Interest that opts out or otherwise objects to the releases in the Plan shall not be a "Released Party."**

187. "*Releasing Parties*" means, collectively, and in each case in its capacity as such: (a) the Consenting Noteholders; (b) the GenOn Notes Trustee; (c) the GAG Notes Trustee; (d) the GenOn Steering Committee; (e) the GenOn Ad Hoc Group; (f) the GAG Steering Committee; (g) the GAG Ad Hoc Group; (h) the NRG Parties; (i) the Backstop Parties; (j) Citibank; (k) any Purchaser; (l) the GenMA Settlement Parties; (m) with respect to each of the Debtors, the Reorganized Debtors, and each of the foregoing entities in clauses (a) through (l),

each such Entity's current and former predecessors, successors, Affiliates (regardless of whether such interests are held directly or indirectly), subsidiaries, direct and indirect equityholders, funds, portfolio companies, and management companies; (n) with respect to each of the foregoing Entities in clauses (a) through (m), each of their respective current and former directors, officers, members, employees, partners, managers, independent contractors, agents, representatives, principals, professionals, consultants, financial advisors, attorneys, accountants, trustees, investment bankers, and other professional advisors (with respect to clause (m), each solely in their capacity as such); and (o) all Holders of Claims and Interests not described in the foregoing clauses

(a) through (n); ***provided, however*, that any other such Holder of a Claim or Interest that opts out or otherwise objects to the releases in the Plan shall not be a "Releasing Party."**

188. "*REMA*" means NRG REMA, LLC and its directly owned subsidiaries.

189. "*REMA-Related Proofs of Claim*" means all unresolved Proofs of Claim arising from or relating to any transaction or relationship between the Debtors and REMA, including, without limitation, the Proofs of Claim filed by (a) Deutsche Bank in its capacities as indenture trustee and pass-through trustee [Claim Nos. 1201, 1202, 1203, 1321], (b) lessors to REMA [Claim Nos. 1336, 1338, 1340], (c) owner participants to REMA [Claim Nos. 1337, 1339, 1341], and (d) REMA filed on or about December 11, 2017 [Claim No. 905-1].

190. "*Reorganized Debtor*" means (a) a Debtor, or any successor or assign thereto, by merger, consolidation, or otherwise, on and after the Effective Date and/or (b) where context requires (including with respect to the issuance of stock or exit financing in applicable Exit Structure), one or more GenOn Acquiring Entities.

191. "*Reorganized GenOn*" means (a) GenOn, as reorganized pursuant to and under the Plan or any successor thereto and/or (b) where context requires (including with respect to the issuance of stock or exit financing in applicable Exit Structures), one or more GenOn subsidiaries or GenOn Acquiring Entities.

192. "*Reorganized GenOn Board*" means the board of directors of Reorganized GenOn on and after the Effective Date.

193. "*Required Consenting Noteholders*" means at any time, each of (i) Consenting Noteholders holding more than 50.0% by principal amount outstanding of the GenOn Notes Claims held by the Consenting Noteholders and (ii) Consenting Noteholders holding more than 50.0% by principal amount outstanding of the GAG Notes Claims held by the Consenting Noteholders.

194. "*Required Regulatory Approvals*" means (i) approval of FERC pursuant to section 203 of the Federal Power Act, (ii) approval, or a finding that approval is not required, of the New York Public Service Commission pursuant to section 70 of the New York Public Service Law and (iii) with respect to a Holder that will receive 10% or more of the New Common Stock, a determination of the New York Public Service Commission that such Holder will not be deemed an electric corporation under section 70 (3) of the New York Public Service Law; provided that at any time the applicable Holdback Entity may elect to have this clause (iii) disregarded with respect to its Holdback Shares.

195. "*Restructuring*" means the restructuring of the Debtors under chapter 11 of the Bankruptcy Code.

196. "*Restructuring Expenses*" means all reasonable and documented fees (including applicable transaction fees, financing fees, completion fees, and reasonable attorneys' fees) and expenses of the GenOn Notes Trustee, the GAG Notes Trustee, the Noteholder Advisors, and any applicable paying agent under the GAG Notes Indenture and the GenOn Notes Indentures, as applicable.

197. "*Restructuring Support Agreement*" means that certain Restructuring Support and Lock-Up Agreement, by and among the Debtors, and certain Holders of Claims and Interests, including all exhibits and schedules attached thereto, as may be amended in accordance with its terms.

198. "*Restructuring Term Sheet*" means that certain restructuring term sheet, attached as **Exhibit A** to the Restructuring Support Agreement.

199. "*Restructuring Transactions*" means, collectively, those mergers, amalgamations, consolidations, arrangements, continuances, restructurings, transfers, conversions, dispositions, liquidations, dissolutions, or other corporate transactions, including any Third-Party Sale Transactions, that the Debtors, the GenOn Steering Committee, and the GAG Steering Committee reasonably determine to be necessary to implement the Plan in a manner consistent with the Restructuring Support Agreement, the Restructuring Term Sheet, the GenMA Settlement Term Sheet, and the NRG Settlement.

200. "*Restructuring Transactions Memorandum*" means one or more written documents (which may be in the form of a written memorandum or a powerpoint or similar presentation format) illustrating the various Restructuring Transactions used to effect the Exit Structure, which written documents may be amended from time to time prior to the Effective Date.

201. "*Revolving Credit Agreement*" means that certain intercompany Revolving Credit Agreement dated December 14, 2012, as amended, among NRG, GenOn, and NRG Americas, Inc.

202. "*Revolving Credit Agreement Agent*" means NRG, in its capacity as administrative agent under the Revolving Credit Agreement, and any successor thereto.

203. "*Revolving Credit Agreement Collateral Trustee*" means U.S. Bank National Association, in its capacity as collateral trustee under the Collateral Trust Agreement, and any successor thereto.

204. "*Revolving Credit Facility Claims*" means all Claims against the Debtors arising under the Revolving Credit Agreement.

205. "*Sale Closing Date*" means, with respect to any Third-Party Sale Transaction consummated prior to the Effective Date, the date upon which such Third-Party Sale Transaction was consummated.

206. "*Sale Proceeds*" means the Cash and non-Cash consideration provided by an Entity in connection with any Third-Party Sale Transactions.

207. "*SEC*" means the Securities and Exchange Commission.

208. "*Section 510(b) Claim*" means any Claim arising from: (a) rescission of a purchase or sale of a security of the Debtors or an Affiliate of the Debtors; (b) purchase or sale of such a security; or (c) reimbursement or contribution allowed under section 502 of the Bankruptcy Code on account of such a Claim.

209. "*Secured*" means, when referring to a Claim, a Claim: (a) secured by a lien on property in which any of the Debtors has an interest, which lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Bankruptcy Court order, or that is subject to setoff pursuant to section 553 of the Bankruptcy Code, to the extent of the value of the creditor's interest in the Debtors' interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code; or (b) Allowed pursuant to the Plan, or separate order of the Bankruptcy Court, as a secured claim.

210. "*Securities Act*" means the Securities Act of 1933, 15 U.S.C. §§ 77a—77aa, or any similar federal, state, or local law, as now in effect or hereafter amended, and the rules and regulations promulgated thereunder.

211. "*Security*" has the meaning set forth in section 2(a)(1) of the Securities Act.

212. "*Services*" has the meaning set forth in the Transition Services Agreement.

213. "*Services Agreement*" means that certain Services Agreement, dated as of December 20, 2012, by and among NRG and GenOn (as may be amended, modified, or supplemented from time to time in accordance with the terms thereof).

214. "*Services Credit*" means that one-time credit equal to $27,775,000, subject to the terms and conditions of the Cooperation Agreement.

215. "*Settled Claims*" means those certain Claims and Causes of Action to be settled in connection with the Restructuring in accordance with the NRG Settlement, and to be released pursuant to the Plan, which Claims and Causes of Action shall include, without limitation, any and all Claims and Causes of Action, whether direct or derivative, related to, arising from, or asserted in: (a) the Services Agreement; (b) the Noteholder Litigation; (c) the Prepetition Asset Sale Transactions; (d) the Development Projects; (e) breaches of fiduciary duty; (f) fraudulent transfers; (g) insider preferences; (h) alter ego claims and theories; and (i) the NRG Litigation Claims.

216. "*Shared Services*" means those certain corporate support services provided by NRG to GenOn pursuant to the Services Agreement.

217. "*Shared Services Fee*" means (i) prior to entry of the Confirmation Order, the annual "Fee," as such term is defined in the Services Agreement, payable to NRG as consideration for the Shared Services provided by NRG pursuant to the Shared Services Agreement, which upon the Petition Date shall be reduced to $84,000,000 on an annualized basis as set forth in the Restructuring Term Sheet and (ii) from and after entry of the Confirmation Order, the "Services Fee" as such term is defined in the Transition Services Agreement, as applicable.

218. "*Solicitation Agent*" means Epiq Bankruptcy Solutions, LLC, the notice, claims, and solicitation agent retained by the Debtors for the Chapter 11 Cases.

219. "*State and Local Income Returns*" means any and all state and local income or franchise tax returns that include GenOn or any of its subsidiaries that utilize federal taxable income as the basis for calculation of tax due.

220. "*Tax Attributes*" means those certain net operating losses, credits, tax basis in assets, or other tax attributes of the Debtors and the non-Debtor subsidiaries (determined in accordance with applicable provisions of the Internal Revenue Code and associated Treasury Regulations).

221. "*Tax Law*" has the meaning set forth in the definition of Recapitalization Transaction.

222. "*Tax Matters Agreement*" means a tax matters agreement that shall govern the rights and obligations of each party thereto with respect to certain tax matters and provide for, among other things, (i) GenOn's and its subsidiaries' membership in NRG's consolidated federal and, to the extent applicable, state income tax group for all periods through and including the Effective Date, (ii) the payment by NRG of any taxes related thereto (excluding any tax liability attributable to the NRG Settlement Payment); and (iii) NRG's right, subject to satisfying applicable Tax Law, to take a Worthless Stock Deduction in the year of the Effective Date as part of the implementation of the Exit Structure, as filed within the Plan Supplement and consistent with the Restructuring Support Agreement.

223. "*Taxable Transaction*" means a disposition of some or all of the assets of the Debtors and the Non-Debtor Subsidiaries intended to be treated as a taxable disposition for U.S. federal income tax purposes, which transaction may be structured, for U.S. federal income tax purposes, as a sale of assets and/or a sale of the stock of certain of GenOn's subsidiaries.

224. "*Third Party Release*" means the release given by each of the Releasing Parties to the Released Parties as set forth in Article IX.E of the Plan.

225. "*Third-Party GAG Sale Transactions*" means a direct or indirect sale, transfer, lease, or similar disposition of one or more of the GAG Entities' assets, or Interests in any GAG Entity owning such assets, to one or more third parties, as agreed to or consummated by the Debtors prior to the Effective Date.

226. "*Third-Party Sale Transactions*" means a sale of one or more of the assets of the Debtors, Interests in the Debtors owning such assets, or the New Common Stock to one or more third parties, including any Third-

Party GAG Sale Transactions, as agreed to or consummated by the Debtors prior to the Effective Date, in consultation with the GenOn Steering Committee, NRG, and, with respect to Third-Party GAG Sale Transactions, the GAG Steering Committee; *provided* that (i) no Third-Party GAG Sale Transaction shall be agreed to or consummated on or prior to the Effective Date if reasonably objected to by (a) the GAG Steering Committee or (b) Consenting GenOn Noteholders holding over fifty percent (50%) in principal amount of the GenOn Notes then held by all Consenting GenOn Noteholders; and (ii) no Third-Party Sale Transaction that is not a Third-Party GAG Sale Transaction shall be agreed to or consummated on or prior to the Effective Date if reasonably

objected to by Consenting GenOn Noteholders holding over fifty percent (50%) in principal amount of the GenOn Notes then held by all Consenting GenOn Noteholders.

227. "*Third-Party Sale Transaction Documents*" means the documents setting forth the definitive terms of the Third-Party Sale Transactions (if any), including any Purchase Agreement, which documents shall be reasonably acceptable to the GenOn Steering Committee and, with respect to a Third-Party GAG Sale Transaction that is agreed to prior to the Effective Date, to the GAG Steering Committee.

228. "*Transition Date*" means the date on which GenOn and its subsidiaries shall have fully transitioned to a stand-alone business enterprise unaffiliated with and not reliant upon NRG as set forth in, and in accordance with, the Transition Services Agreement.

229. "*Transition Services Agreement*" means that certain transition services agreement (as may be amended in accordance with its terms) by and between GenOn and NRG to govern the provision of services by NRG to the Debtors or the Reorganized Debtors through the Transition Date, which may extend past the Effective Date, as filed within the Plan Supplement and consistent with the Restructuring Support Agreement.

230. "*Unexpired Lease*" means a lease of nonresidential real property to which one or more of the Debtors is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

231. "*Unimpaired*" means a Class of Claims or Interests that is unimpaired within the meaning of section 1124 of the Bankruptcy Code, including through payment in full in Cash.

232. "*U.S. Trustee*" means the Office of the United States Trustee for the Southern District of Texas.

233. "*Wilmington Savings*" means Wilmington Savings Fund Society, FSB, solely in its capacity as successor indenture trustee for the 8.50% GAG Notes and the 9.125% GAG Notes.

234. "*Wilmington Trust*" means Wilmington Trust Company, solely in its capacity as indenture trustee for the 7.875% GenOn Notes, the 9.50% GenOn Notes, and the 9.875% GenOn Notes.

235. "*Worthless Stock Deduction*" means a deduction with respect to NRG's tax basis in the stock of GenOn Energy, Inc. or any of its subsidiaries claimed pursuant to section 165 of the Internal Revenue Code and section 1.1502-80(c) of the Treasury Regulations or any comparable provision of state or local law.

B. Rules of Interpretation

For purposes herein: (1) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (2) unless otherwise specified, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (3) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit, whether or not Filed, having been Filed or to be Filed shall mean that document, schedule, or exhibit, as it may thereafter be amended, modified, or supplemented; (4) any reference to an Entity as a Holder of a Claim or Interest includes that Entity's successors and assigns; (5) unless otherwise specified, all references herein to "Articles" are references to Articles hereof or hereto; (6) unless otherwise specified, all references herein to exhibits are references to exhibits in the Plan Supplement; (7) unless otherwise specified, the

words "herein," "hereof," and "hereto" refer to the Plan in its entirety rather than to a particular portion of the Plan; (8) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan; (9) unless otherwise specified herein, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (10) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; (11) all references to docket numbers of documents Filed in the Chapter 11 Cases are references to the docket numbers under the Bankruptcy Court's CM/ECF system; (12) all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended from time to time, and as applicable to the Chapter 11 Cases, unless otherwise stated; (13) any immaterial effectuating provisions may be interpreted by the Reorganized Debtors in such a manner that is consistent with the overall purpose and intent of the Plan all without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity; and (14) except as otherwise specifically provided in the Plan to the contrary, references in the Plan to the Debtors or to the Reorganized Debtors shall mean the Debtors, the Reorganized Debtors, and any Purchaser, as applicable, to the extent the context requires.

C. Computation of Time

Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein. If the date on which a transaction may occur pursuant to the Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day. Any action to be taken on the Effective Date may be taken on or as soon as reasonably practicable after the Effective Date.

D. Governing Law

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of New York, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction, and implementation of the Plan, any agreements, documents, instruments, or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control); *provided*, *however*, that corporate governance matters relating to the Debtors or the Reorganized Debtors, as applicable, shall be governed by the laws of the state of incorporation or formation of the relevant Debtor or Reorganized Debtor, as applicable.

E. Reference to Monetary Figures

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

F. Controlling Document

In the event of an inconsistency between the Plan and the Disclosure Statement, the terms of the Plan shall control in all respects. In the event of an inconsistency between the Plan and the Plan Supplement, the terms of the relevant provision in the Plan shall control (unless stated otherwise in such Plan Supplement document or in the Confirmation Order). In the event of an inconsistency between the Confirmation Order and the Plan, the Confirmation Order shall control.

ARTICLE II
ADMINISTRATIVE AND PRIORITY CLAIMS

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

A. Administrative Claims

Except with respect to Administrative Claims that are Professional Fee Claims or LC Facility Claims, except to the extent that an Administrative Claim has already been paid during the Chapter 11 Cases or a Holder of an Allowed Administrative Claim and the applicable Debtor(s) agree to less favorable treatment, each Holder of an Allowed Administrative Claim shall be paid in full in Cash on the unpaid portion of its Allowed Administrative Claim on the latest of: (a) on the Effective Date if such Administrative Claim is Allowed as of the Effective Date; (b) on or as soon as reasonably practicable after the date such Administrative Claim is Allowed; and (c) the date such Allowed Administrative Claim becomes due and payable, or as soon thereafter as is reasonably practicable; *provided* that Allowed Administrative Claims that arise in the ordinary course of the Debtors' businesses shall be paid in the ordinary course of business in accordance with the terms and subject to the conditions of any agreements and/or arrangements governing, instruments evidencing, or other documents relating to such transactions. Notwithstanding the foregoing, no request for payment of an Administrative Claim need be Filed with respect to an Administrative Claim previously Allowed by Final Order.

Except as otherwise provided in this Article II.A and except with respect to Administrative Claims that are Professional Fee Claims, requests for payment of Allowed Administrative Claims must be Filed and served on the Reorganized Debtors pursuant to the procedures specified in the Confirmation Order and the notice of entry of the Confirmation Order no later than the Administrative Claims Bar Date. Holders of Administrative Claims that are required to, but do not, File and serve a request for payment of such Administrative Claims by such date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors or their property and such Administrative Claims shall be deemed discharged as of the Effective Date. Objections to such requests, if any, must be Filed and served on the Reorganized Debtors and the requesting party by the Claims Objection Deadline.

B. Professional Fee Claims

1. Final Fee Applications and Payment of Professional Fee Claims

All requests for payment of Professional Claims for services rendered and reimbursement of expenses incurred before the Confirmation Date must be filed no later than 45 days after the Effective Date. The Bankruptcy Court shall determine the Allowed amounts of such Professional Claims after notice and a hearing in accordance with the procedures established by the Bankruptcy Code. The Reorganized Debtors shall pay Professional Claims in Cash in the amount the Bankruptcy Court allows, including from the Professional Fee Escrow Account, which the Reorganized Debtors will establish in trust for the Professionals and fund with Cash equal to the Professional Fee Amount on the Effective Date

2. Professional Fee Escrow Account

On the Effective Date, the Reorganized Debtors shall establish and fund the Professional Fee Escrow Account with Cash equal to the Professional Fee Reserve Amount, which shall be funded by the Reorganized Debtors. The Professional Fee Escrow Account shall be maintained in trust solely for the Professionals. Such funds shall not be considered property of the Estates of the Debtors or the Reorganized Debtors. The amount of Professional Fee Claims owing to the Professionals shall be paid in Cash to such Professionals by the Reorganized Debtors from the Professional Fee Escrow Account as soon as reasonably practicable after such Professional Fee Claims are Allowed. When all such Allowed amounts owing to Professionals have been paid in full, any remaining amount in the Professional Fee Escrow Account shall promptly be paid to the Reorganized Debtors without any further action or order of the Bankruptcy Court. If the Professional Fee Escrow Account is insufficient to fund the

full Allowed amounts of Professional Fee Claims, remaining unpaid Allowed Professional Fee Claims will be paid by the Debtors or the Reorganized Debtors.

3. Professional Fee Reserve Amount

Professionals shall reasonably estimate their unpaid Professional Fee Claims and other unpaid fees and expenses incurred in rendering services to the Debtors before and as of the Confirmation Date, and shall deliver such estimate to the Debtors no later than five days before the Effective Date, provided, however, that such estimate shall not be deemed to limit the amount of the fees and expenses that are the subject of the Professional's final request for payment of Filed Professional Fee Claims. If a Professional does not provide an estimate, the Debtors or Reorganized Debtors may estimate the unpaid and unbilled fees and expenses of such Professional.

4. Post-Confirmation Date Fees and Expenses

Except as otherwise specifically provided in the Plan, from and after the Confirmation Date, the Debtors shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the reasonable and documented legal, professional, or other fees and expenses incurred by the Debtors. Upon the Confirmation Date, any requirement that Professionals comply with sections 327 through 331 and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Reorganized Debtors may employ and pay any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

C. LC Facility Claims

As of the Effective Date, the LC Facility Claims shall be Allowed and deemed to be Allowed Claims in the full amount outstanding under the LC Facility, including principal, interest, fees, and expenses.

On the Effective Date, except to the extent that a Holder of an Allowed LC Facility Claim agrees to a less favorable treatment, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for, each Allowed LC Facility Claim, (a) each such Holder shall receive payment in full in Cash for all Allowed LC Facility Claims representing unreimbursed obligations in respect of drawn letters of credit issued under the applicable LC Facility and in respect of all accrued interest, fees, and expenses, including all such accrued interest, fees, and expenses as approved by the Final LC Facility Order and (b) in respect of undrawn letters of credit issued or obtained by such Holder in accordance with the applicable LC Facility, such letters of credit shall be: (i) cancelled and returned, (ii) deemed to have been issued as letters of credit under the New Exit Credit Facility pursuant to terms and conditions satisfactory to such Holder, the issuing bank under such letters of credit and the Lender Parties, (iii) cash collateralized at 103%, or (iv) continued pursuant to other arrangements satisfactory to such Holder at such time. Upon the payment or satisfaction of the Allowed LC Facility Claims in accordance with the Plan, on the Effective Date, all liens and security interests granted to secure such obligations (other than liens and security interests granted to secure letters of credit that remain outstanding on the Effective Date pursuant to arrangements satisfactory to the Holder of such Allowed LC Facility Claims in accordance with clause (b)(iv) above) shall be automatically terminated and of no further force and effect without any further notice to or action, order, or approval of the Bankruptcy Court or any other Entity.

D. Priority Tax Claims

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Allowed Priority Tax Claim, each Holder of such Allowed Priority Tax Claim shall receive Cash in a manner consistent with section 1129(a)(9)(C) of the Bankruptcy Code. In the event an Allowed Priority Tax Claim is also a Secured Tax Claim, such Claim shall, to the extent it is Allowed, be treated as an Other Secured Claim if such Claim is not otherwise paid in full.

E. Statutory Fees

All fees due and payable pursuant to section 1930 of the Judicial Code before the Effective Date shall be paid by the Debtors. On and after the Effective Date, the Reorganized Debtors shall pay any and all such fees when due and payable, and shall file with the Bankruptcy Court quarterly reports in a form reasonably acceptable to the U.S. Trustee. Each Debtor shall remain obligated to pay quarterly fees to the U.S. Trustee until the earliest of that particular Debtor's case being closed, dismissed, or converted to a case under Chapter 7 of the Bankruptcy Code.

ARTICLE III
CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

A. Summary of Classification

Claims and Interests, except for Administrative Claims, Professional Fee Claims, LC Facility Claims, and Priority Tax Claims, are classified in the Classes set forth in this Article III. A Claim or Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest qualifies within the description of such other Classes. A Claim or Interest also is classified in a particular Class for the purpose of receiving distributions pursuant to the Plan only to the extent that such Claim is an Allowed Claim in that Class and has not been paid, released, or otherwise satisfied before the Effective Date.

1. Class Identification

The classification of Claims and Interests against each Debtor (as applicable) pursuant to the Plan is as follows:

Class	Claim or Interest	Status	Voting Rights
1	Other Secured Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
2	Other Priority Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
3	Revolving Credit Facility Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
4	GenOn Notes Claims	Impaired	Entitled to Vote
5	GAG Notes Claims	Impaired	Entitled to Vote
6	General Unsecured Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
7	Debtor Intercompany Claims and Interests	Unimpaired / Impaired	Not Entitled to Vote (Presumed to Accept or Deemed to Reject)
8	Section 510(b) Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
9	Interests in GenOn	Impaired	Not Entitled to Vote (Deemed to Reject)

B. Treatment of Classes of Claims and Interests

To the extent a Class contains Allowed Claims or Allowed Interests with respect to any Debtor, the classification of Allowed Claims and Allowed Interests is specified below.

1. Class 1 — Other Secured Claims

   (a) *Classification*: Class 1 consists of any Other Secured Claims.

   (b) *Treatment*: Except to the extent that a Holder of an Allowed Other Secured Claim agrees to a less favorable treatment of its Allowed Claim, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Allowed Other Secured Claim, each such Holder shall receive, at the option of the applicable Debtor and with the reasonable consent of the Required Consenting Noteholders, either:

      (i) payment in full in Cash;

      (ii) delivery of collateral securing any such Claim and payment of any interest required under section 506(b) of the Bankruptcy Code;

      (iii) Reinstatement of such Allowed Other Secured Claim; or

      (iv) such other treatment rendering its Allowed Other Secured Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code.

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

2. Class 2 — Other Priority Claims

   (a) *Classification*: Class 2 consists of any Other Priority Claims.

   (b) *Treatment*: Except to the extent that a Holder of an Allowed Other Priority Claim agrees to a less favorable treatment of its Allowed Claim, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Allowed Other Priority Claim, each such Holder shall receive, at the option of the applicable Debtor(s), either:

      (i) payment in full in Cash; or

      (ii) such other treatment rendering its Allowed Other Priority Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code.

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

3. Class 3 — Revolving Credit Facility Claims

   (a) *Classification*: Class 3 consists of all Revolving Credit Facility Claims.

   (b) *Allowance*: Revolving Credit Facility Claims shall be deemed Allowed under the Plan, determined without duplication, in the aggregate amount of $126,651,082.39 (including all accrued and unpaid interest at the non-default contract rate, fees and expenses) *plus* all postpetition interest at the non-default contract rate, fees (including letter of credit and fronting fees) and expenses *plus* the aggregate amount of all unreimbursed obligations in respect of letters of credit that are drawn on or after the Petition Date; *provided* that NRG

shall be entitled to set off against the amount of the NRG Settlement Payment any claims for the principal amount of outstanding cash borrowings, unreimbursed obligations determined, without duplication, in respect of letters of credit that are drawn on or after the Petition Date and accrued interest at the non-default contract rate and accrued letter of credit and fronting fees, in each case, under the Revolving Credit Agreement; *provided, further*, that notwithstanding the foregoing, no setoff will be allowed for undrawn letters of credit issued under the Revolving Credit Agreement to the extent that the treatment set forth in Article III.B.3(c) for such letters of credit has been provided; *provided, further* that NRG shall provide an estimate of the amount of Claims proposed to be set off against the NRG Settlement Payment no later than ten (10) Business Days prior to the Effective Date.

   (c) *Treatment:* In full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Revolving Credit Facility Claim, each Holder shall receive payment in full in Cash in accordance with the NRG Settlement and, in respect of all undrawn letters of credit obtained by NRG in accordance with the Revolving Credit Facility, such letters of credit shall be: (i) cancelled and/or replaced with new letters of credit and returned, (ii) deemed to have been issued as letters of credit under the

New Exit Credit Facility pursuant to terms and conditions satisfactory to NRG, the issuing bank under such letters of credit and the Lender Parties, or (iii) continued pursuant to other arrangements satisfactory to NRG at such time.

(d) *Voting*: Class 3 is Unimpaired under the Plan. Holders of Allowed Revolving Credit Facility Claims are conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code. Holders of Allowed Revolving Credit Facility Claims are not entitled to vote to accept or reject the Plan.

4. Class 4 — GenOn Notes Claims

(a) *Classification*: Class 4 consists of all GenOn Notes Claims.

(b) *Allowance*: The GenOn Notes Claims are Allowed in the aggregate amount of not less than $1,874,906,601, comprised of $718,292,857 for Claims derived from or based upon the 7.875% GenOn Notes, $659,598,136 for Claims derived from or based upon the 9.50% GenOn Notes, and $497,015,608 for Claims derived from or based upon the 9.875% GenOn Notes, in each case including accrued interest as of the Petition Date.

(c) *Treatment*: In full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Allowed GenOn Notes Claim, each Holder shall receive, subject to the charging lien of the GenOn Notes Trustee, its Pro Rata share of:

(i) unless sold in its entirety pursuant to a Third-Party Sale Transaction, 100% of the New Common Stock, subject to dilution by any Management Incentive Plan;

(ii) the GenOn Notes Cash Pool;

(iii) as determined no later than the Effective Date by the Debtors in consultation with the GenOn Steering Committee, any New Subordinated Notes;

(iv) Cash in an amount due under the GenOn Notes Indentures to the GenOn Notes Trustee, and any applicable paying agent, on account of fees and expenses; and

(v) payment of the Restructuring Expenses.

On the Effective Date, all of the GenOn Notes shall be cancelled as set forth in Article IV.L hereof.

(d) *Voting*: Class 4 is Impaired under the Plan. Holders of GenOn Notes Claims are entitled to vote to accept or reject the Plan.

5. Class 5 — GAG Notes Claims

(a) *Classification*: Class 5 consists of all GAG Notes Claims.

(b) *Allowance*: The GAG Notes Claims are Allowed in the aggregate amount of not less than $704,796,634, comprised of $372,210,762 for Claims derived from or based upon the 8.50% GAG Notes and $332,585,872 for Claims derived from or based upon the 9.125% GAG Notes, in each case including accrued interest as of the Petition Date.

(c) *Treatment*: In full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Allowed GAG Notes Claim, each Holder shall receive, subject to the charging lien of the GAG Notes Trustee: (i) Cash in an amount equal to 92% of the principal amount and accrued interest as of the Petition Date of such Allowed GAG Notes Claim; (ii) its Pro Rata share of the GAG Notes Cash Pool (payable as set forth in the definition of GAG Notes Cash Pool); (iii) cash in an amount due under the GAG Notes Indenture to the GAG Notes Trustee, and any applicable paying agent, on account of fees and expenses; and (iv) payment of the Restructuring Expenses. On the date on which such distributions are made, all of the GAG Notes shall be cancelled as set forth in Article IV.L hereof. Other than the portion of the GAG Notes Cash Pool that is to be paid monthly, in cash, in advance of the Effective Date, all distributions in respect of the GAG Notes Claims shall occur on, before, or as soon as reasonably practicable, but in no event more than ten Business Days, after the Effective Date.

(d) *Voting*: Class 5 is Impaired under the Plan. Holders of GAG Notes Claims are entitled to vote to accept or reject the Plan.

6. Class 6 — General Unsecured Claims

(a) *Classification*: Class 6 consists of any General Unsecured Claims against any Debtor.

(b) *Treatment*: Except to the extent that a Holder of an Allowed General Unsecured Claim agrees to a less favorable treatment of its Allowed Claim, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Allowed General Unsecured Claim, each Holder thereof shall receive:

(i) payment in Cash in an amount equal to such Allowed General Unsecured Claim on the later of (a) the Effective Date, or (b) the date due in the ordinary course of business in accordance with the terms and conditions of the particular transaction or agreement giving rise to such Allowed General Unsecured Claim; or

(ii) such other treatment as may be required so as to render such Allowed General Unsecured Claim Unimpaired.

(c) *Voting*: Class 6 is Unimpaired under the Plan. Holders of Allowed General Unsecured Claims are conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code. Holders of Allowed General Unsecured Claims are not entitled

to vote to accept or reject the Plan.

7. Class 7 — Debtor Intercompany Claims and Interests

   (a) *Classification*: Class 7 consists of any Debtor Intercompany Claims and Interests.

   (b) *Treatment*: Unless otherwise provided for under the Plan, each Debtor Intercompany Claim and/or Intercompany Interest shall either be Reinstated or canceled and released at the option of the Debtors, with the consent of the GenOn Steering Committee, such consent not to be unreasonably withheld; *provided*, that to the extent the Restructuring Transactions Memorandum provides for a specific treatment with respect to any Debtor Intercompany Claim and/or Intercompany Interest, the treatment so provided shall control.

   (c) *Voting*: Holders of Allowed Debtor Intercompany Claims are either Unimpaired, and such Holders of Debtor Intercompany Claims are conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code, or Impaired, and such Holders of Allowed Class 7 Claims are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Holders of Allowed Debtor Intercompany Claims are not entitled to vote to accept or reject the Plan.

8. Class 8 — Section 510(b) Claims

   (a) *Classification*: Class 8 consists of all Section 510(b) Claims.

   (b) *Treatment*: Each Section 510(b) Claim shall be deemed canceled and released and there shall be no distribution to Holders of Section 510(b) Claims on account of such Claims.

   (c) *Voting*: Class 8 is Impaired. Holders of Allowed Class 8 Claims are deemed to have rejected the Plan under section 1126(g) of the Bankruptcy Code. Holders of Allowed Class 8 Claims are not entitled to vote to accept or reject the Plan.

9. Class 9 — Interests in GenOn

   (a) *Classification*: Class 9 consists of all Interests in GenOn.

   (b) *Treatment*: All Interests in GenOn will be cancelled, released, and extinguished, and will be of no further force or effect.

   (c) *Voting*: Class 9 is Impaired under the Plan. Holders of Interests in GenOn are conclusively presumed to have rejected the Plan under section 1126(f) of the Bankruptcy Code. Holders of Interests in GenOn are not entitled to vote to accept or reject the Plan.

C. Special Provision Governing Unimpaired Claims

Except as otherwise provided in the Plan, nothing under the Plan shall affect the Debtors' or the Reorganized Debtors' rights regarding any Unimpaired Claim, including all rights regarding legal and equitable defenses to or setoffs or recoupments against any such Unimpaired Claim.

D. Elimination of Vacant Classes

Any Class of Claims or Interests that does not have a Holder of an Allowed Claim or Allowed Interest or a Claim or Interest temporarily Allowed by the Bankruptcy Court as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

E. Voting Classes; Presumed Acceptance by Non-Voting Classes

If a Class contains Claims or Interests eligible to vote and no Holders of Claims or Interests eligible to vote in such Class vote to accept or reject the Plan, the Debtors shall request the Bankruptcy Court to deem the Plan accepted by the Holders of such Claims or Interests in such Class.

F. Subordinated Claims

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

G. Controversy Concerning Impairment

If a controversy arises as to whether any Claims or Interests, or any Class of Claims or Interests, are Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

H. Confirmation Pursuant to Sections 1129(a)(10) and 1129(b)) of the Bankruptcy Code

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of the Plan by at least one Impaired Class of Claims. The Debtors shall seek Confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests. The Debtors reserve the right to modify the Plan in accordance with Article XI hereof to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification, including by modifying the treatment applicable to a Class of Claims to render such Class of Claims Unimpaired to the extent permitted by the Bankruptcy Code and the Bankruptcy Rules.

I. Presumed Acceptance and Rejection of the Plan

To the extent Class 7 Debtor Intercompany Claims and Interests and Class 9 Interests in GenOn are cancelled, each Holder of a Claim in Class 7 and Class 9 is deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code and is not entitled to vote to accept or reject the Plan. To the extent Class 7 Debtor Intercompany Claims and Interests are Reinstated, each Holder of a Claim or Interest in Class 7 is presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code and is not entitled to vote to accept or reject the Plan.

ARTICLE IV
MEANS FOR IMPLEMENTATION OF THE PLAN

A. Restructuring Transactions

On the Effective Date, the Reorganized Debtors may take all actions as may be necessary or appropriate to effect any Restructuring Transactions, including: (1) the execution and delivery of appropriate agreements or other documents of merger, amalgamation, consolidation, restructuring, reorganization, conversion, disposition, transfer, arrangement, continuance, dissolution, sale, purchase, or liquidation containing terms that are consistent with the terms of the Plan; (2) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan and having other terms to which the applicable parties agree; (3) the filing of appropriate certificates or articles of incorporation, reincorporation, merger, consolidation, conversion, amalgamation, arrangement, continuance, or dissolution or other certificates or documentation for other transactions as described in clause (1), pursuant to

applicable state law; (4) if implemented pursuant to the Plan, all transactions necessary to provide for the purchase of substantially all of the assets or Interests of any of the Debtors, which purchase may be structured as a taxable transaction for United States federal income tax purposes on the terms set forth in the Restructuring Transactions Memorandum, which shall be consistent in all respects with the Restructuring Support Agreement; (5) the execution and delivery of the Transition Services Agreement; (6) the execution and delivery of the Pension Indemnity Agreement; (7) the execution and delivery of the New Exit Credit Facility Documents and the performance of such Reorganized Debtors' obligations thereunder (including all actions to be taken, undertakings to be made, and obligations to be incurred and fees and expenses to be paid by the Debtors and/or the Reorganized Debtors, as applicable); (8) the execution and delivery of the New Senior Secured Notes Documents and New Subordinated Notes Documents, if any, and the performance of such Reorganized Debtors' obligations thereunder (including all actions to be taken, undertakings to be made, and obligations to be incurred and fees and expenses to be paid by the Debtors and/or the Reorganized Debtors, as applicable, including for the avoidance of doubt, payment of the Backstop Fee), and the issuance and distribution of the New Senior Secured Notes and, if applicable, the New Subordinated Notes; (9) the adoption of a Management Incentive Plan, if applicable, on the terms and conditions set by the Reorganized GenOn Board after the Effective Date; (10) the establishment by GenOn and its subsidiaries of separate benefit and pension plans for their employees; and (11) all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable law in connection with the Restructuring Transactions. Additionally, prior to the Effective Date, the Debtors may take all actions as may be necessary or appropriate to effectuate transactions that are intended to be implemented prior to the Effective Date in accordance with the Restructuring Transactions Memorandum.

B. Third-Party Sale Transactions

On or after the Confirmation Date, the Debtors and the Purchasers, shall be authorized to take all actions as may be deemed necessary or appropriate to consummate any Third-Party Sale Transactions pursuant to the terms of the Plan, any Third-Party Sale Transaction Documents, and the Confirmation Order, and any such Third-Party Sale Transactions shall be free and clear of any Liens, Claims, Interests, and encumbrances pursuant to sections 363 and 1123 of the Bankruptcy Code as of the earlier of the Sale Closing Date and the Effective Date. On and after the Effective Date (or the Sale Closing Date with respect to any Debtors, the Interests in which are transferred under any Third-Party Sale Transaction consummated prior to the Effective Date, and with respect to assets or properties of Debtors that are transferred under such Third-Party Sale Transaction), except as otherwise provided in the Plan, the Debtors, the Reorganized Debtors, or the Purchaser, as applicable, may operate their businesses and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. Neither the Purchaser nor any of its Affiliates shall be deemed to be a successor of the Debtors.

Sale Proceeds received prior to the Effective Date may, in the Debtors' discretion, be used to make payments or distributions pursuant to the Plan, provided that any Sale Proceeds comprising the GAG Escrow Amount may not be used for any purpose other than the payment of GAG Notes Claims until and unless the GAG Notes Claims have been fully satisfied as provided for in Article III hereof.

If the Debtors receive Sale Proceeds after the Effective Date from any Third-Party Sale Transaction, it is expected that such Sale Proceeds shall be used first to repay any outstanding New Subordinated Notes as soon as reasonably practicable in accordance with the terms of the New Subordinated Notes.

C. The Liquidating Trust

On the Effective Date, the Debtors, on their own behalf and on behalf of the Beneficiaries, may, in connection with any Third-Party Sale Transactions or as otherwise determined by the Debtors with the consent of the GenOn Steering Committee, such consent not to be unreasonably withheld, execute the Liquidating Trust Agreement and take all other steps necessary to establish the Liquidating Trust pursuant to the Liquidating Trust Agreement. On the Effective Date, and in accordance with and pursuant to the terms of the Plan, the Debtors may transfer to the Liquidating Trust all of their rights, title, and interests in all of the Liquidating Trust Assets, if any.

D. Sources of Consideration for Plan Distributions

The Debtors shall make distributions under the Plan, as applicable, with: (1) the Cash proceeds of the Exit Financing; (2) the New Common Stock; (3) proceeds of the NRG Settlement Payment; (4) the Debtors' encumbered and unencumbered Cash on hand; (5) the Sale Proceeds; and (6) the New Subordinated Notes. Each distribution and issuance referred to in Article VI of the Plan shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the instruments or other documents evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance. The issuance, distribution, or authorization, as applicable, of certain securities in connection with the Plan, including the New Common Stock, will be exempt from SEC registration, as described more fully in Article IV.Y below.

1. Cash for Distribution

The Reorganized Debtors shall use Cash on hand, including Cash from Sale Proceeds received prior to the Effective Date, Cash from the Exit Financing, and Cash from the NRG Settlement Payment to fund distributions to certain Holders of Claims, including the LC Facility Claims, the Allowed Revolving Credit Facility Claims, the Allowed GenOn Notes Claims, the Allowed GAG Notes Claims, and Allowed General Unsecured Claims, if applicable, as set forth in Articles II and III of the Plan.

2. Issuance and Distribution of the New Common Stock

The issuance of Securities under the Plan, including the shares of the New Common Stock and options, or other equity awards, if any, reserved under the Management Incentive Plan, shall be authorized without the need for any further corporate action and without any further action by the Holders of Claims or Interests.

All of the shares of New Common Stock issued pursuant to the Plan, including any options for the purchase thereof and equity awards associated therewith, shall be duly authorized without the need for any further corporate action and without any further action by the Debtors or Reorganized Debtors, as applicable, validly issued, fully paid, and non-assessable. Each distribution and issuance of the New Common Stock under the Plan shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the instruments evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance.

3. Exit Financing

On the Effective Date, the Reorganized Debtors, any Non-Debtor Subsidiaries agreed to by the Debtors and the Exit Financing Parties shall consummate the Exit Financing, subject to negotiation and execution of definitive documents acceptable to the Debtors and the Exit Financing Parties.

The aggregate principal amount of the Exit Financing shall be in an amount reasonably determined by the Debtors and the Exit Financing Parties to be reasonably necessary to fund the Debtor's obligations hereunder and other working capital needs of the Reorganized Debtors. On and after the Effective Date, the New Exit Financing Documents shall constitute legal, valid, and binding obligations of the Reorganized Debtors and be enforceable in accordance with their respective terms.

Confirmation shall be deemed approval of the Exit Financing and the New Exit Financing Documents (including the transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred and fees paid by the Debtors or the Reorganized Debtors in connection therewith), to the extent not approved by the Bankruptcy Court previously, and the Reorganized Debtors are authorized to execute and deliver any and all documents necessary or appropriate to consummate the Exit Financing, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or vote, consent, authorization, or approval of any Person. The Exit Financing shall be issued, to the extent in the form of New Senior Secured Notes, without registration in reliance upon the exemption set forth in section 4(a)(2) or Regulation D of the Securities Act and will be "restricted securities."

4. New Subordinated Notes

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

E. Exit Structure

The GenOn Steering Committee, in its sole discretion (in consultation with the Debtors and NRG) at any time prior to the Effective Date, shall determine an exit structure which may include (alone or in combination), without limitation: (i) a Taxable Transaction (or Taxable Transactions), including pre-emergence dispositions by GenOn and/or its subsidiaries of certain or all of its (and/or their) assets to one or more GenOn Acquiring Entities or to third parties; (ii) reallocation of assets and/or the Tax Attributes within the GenOn group (including in connection with the reorganizations of GenOn and its subsidiaries); (iii) a Recapitalization Transaction; or (iv) another transaction not described in clauses (i) — (iii) as determined by the GenOn Steering Committee and, in the case of clauses (i) — (iv), which is acceptable to NRG in good faith; *provided*, it shall not be a good faith basis for NRG to withhold acceptance of the Exit Structure on the basis that the Exit Structure utilizes NOLs, NOL carryforwards, or current-year losses of the NRG consolidated tax group in accordance with the terms of the Tax Matters Agreement (including any compensation due to NRG). Any Exit Structure shall take account of any Third-Party Sale Transactions.

NRG shall reasonably cooperate with GenOn and the GenOn Steering Committee in the evaluation, planning, and execution of the Exit Structure. Such cooperation shall include assisting GenOn and the GenOn Steering Committee in determining the tax consequences of any potential Exit Transaction (including the effect of the Worthless Stock Deduction) based on reasonable facts and assumptions and various business scenarios as determined in good faith by the GenOn Steering Committee with the assistance of GenOn and NRG (*e.g.*, time of a potential asset sale or value of an asset or expected operating profit with respect to GenOn's and its subsidiaries' business and facilities). NRG and its affiliates shall take all reasonable actions (and permit and assist GenOn and its subsidiaries in taking any reasonable actions) requested by the GenOn Steering Committee to implement and effectuate the Restructuring Transactions

in a manner that minimizes any adverse tax consequences to Reorganized GenOn. Such actions shall include (a) reallocation of assets and/or Tax Attributes between GenOn and its subsidiaries to the extent permitted by applicable law (including in connection with the Restructuring Transactions) at NRG's expense and (b) the consideration of any elections available under applicable law.

F. NRG Settlement

In exchange for the releases, exculpations, injunctions, and other consideration set forth herein in Article IX, including NRG's right subject to the terms and conditions set forth herein and in the Tax Matters Agreement to take the Worthless Stock Deduction, NRG and the Debtors agree that: (i) on the Confirmation Date, (a) they will enter into the NRG Settlement Agreement, the Tax Matters Agreement, the Transition Services Agreement, the Cooperation Agreement, the Pension Indemnity Agreement, and the Employee Matters Agreement, each in form and substance consistent with the version thereof filed within the Plan Supplement, and (b) NRG shall agree to (w) pay a cash reimbursement to GenOn, if and as required in accordance with the Pension Indemnity Agreement, (x) provide the Services Credit in accordance with the Cooperation Agreement and the Transition Services Agreement, (y) continue to provide services in accordance with the Transition Services Agreement and any transition services agreement with a Prospective Buyer (as defined in the Transition Services Agreement), and (z) provide such other forms of consideration as set forth herein and in the NRG Settlement Agreement; and (ii) on the earlier of the Effective Date and consummation of the GenMA Settlement, NRG shall pay the NRG Settlement Payment to GenOn or such other payee(s) as agreed upon by the Debtors and the GenOn Steering Committee. The NRG Settlement Payment (and such other forms of consideration, if any), and its receipt by GenOn, will be reported on the federal income tax return filed by the NRG consolidated tax group for the taxable year that includes the Effective Date (or, if such payment is made prior to the taxable year that includes the Effective Date, in such earlier year), and any resulting income tax consequences will be structured as tax efficiently as possible for GenOn, and NRG will treat such payments as a capital contribution to the extent permitted under applicable law.

Prior to the Effective Date, (i) GenOn shall consult in advance with the GenOn Steering Committee and the GAG Steering Committee and shall not enter into any agreement regarding any in-court or out-of-court restructuring or recapitalization transaction with respect to REMA without the consent of the GenOn Steering Committee and the GAG Steering Committee, such consent not to be unreasonably withheld and (ii) other than to effectuate or implement the GenMA Settlement, GenOn shall not enter into any agreement with respect to the GenMA-Related Proofs of Claim or enter into any agreement regarding any in-court or out-of-court restructuring or recapitalization transaction with respect to GenMA without the consent of the GenOn Steering Committee and the GAG Steering Committee; *provided*, *further*, that the consent of the GAG Steering Committee shall not be required to the extent such agreement is effectuated on or after the Effective Date and provides that GAG shall have no liability for any breaches of such agreement prior to the Effective Date.

Within fourteen (14) days following the earlier of (a) the Effective Date or (b) the effective date of the NRG Settlement Agreement, the Consenting Noteholders, GenOn, and the NRG Parties shall cause the Noteholder Litigation to be dismissed with prejudice, with each party to bear its own costs. Subject to the terms of the Restructuring Support Agreement and NRG Settlement Agreement, the Consenting Noteholders shall take all steps reasonably necessary to direct the GAG Notes Trustee and the GenOn Notes Trustee, as applicable, to comply with and consent to the terms hereof, consistent with the Restructuring Support Agreement and NRG Settlement Agreement.

The Reorganized Debtors are authorized to execute and deliver those documents necessary or appropriate to implement the NRG Settlement, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or vote, consent, authorization, or approval of any Person.

G. GenMA Settlement

On or before the Effective Date, the Debtors or the Reorganized Debtors, as applicable, shall, subject to negotiation and execution of definitive documents, consummate the GenMA Settlement. Confirmation shall be deemed approval of the GenMA Settlement and the GenMA Settlement Term Sheet (including the transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred and fees paid by the Debtors or the Reorganized Debtors in connection therewith), to the extent not approved by the Bankruptcy Court previously, and the Reorganized Debtors are authorized to execute and deliver any and all documents necessary or appropriate to consummate the GenMA Settlement, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or vote, consent, authorization, or approval of any Person, other than the approval of the GenMA Settlement Parties of the definitive documentation to implement the GenMA Settlement. GenOn shall cooperate in good faith with the GenMA Settlement Parties and the GenOn Steering Committee to negotiate definitive documentation consistent with the GenMA Settlement Term Sheet and otherwise satisfactory with the GenMA Settlement Parties.

H. Surety Bonds

On the Effective Date, GenOn shall indemnify NRG for all unreimbursed obligations in respect of surety bonds provided or guaranteed by NRG for the benefit of the Debtors or their non-Debtor subsidiaries.

I. Transition Arrangements

On the Confirmation Date, GenOn and NRG shall enter into the Transition Services Agreement.

During the term of the Transition Services Agreement, NRG shall continue providing the Services unless otherwise determined by GenOn in accordance with the Transition Services Agreement. On the date that is fourteen (14) days after the Confirmation Date, NRG shall credit $3.5 million to GenOn against Shared Services Fees. NRG shall provide the Services Credit in accordance with the Cooperation Agreement and the Transition Services Agreement.

The Debtors and Reorganized Debtors, as applicable, are authorized to execute and deliver those documents necessary or appropriate to consummate and perform the Transition Services Agreement (including the

transactions contemplated thereby, entry into and performance of any transition services agreement with a Prospective Buyer (as defined in the Transition Services Agreement), and all actions to be taken, undertakings to be made, and obligations to be incurred and fees paid by the Debtors or the Reorganized Debtors in connection therewith) and continue the Services or enter into arrangements with third parties to facilitate the replacement of or transition away from the Services, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or vote, consent, authorization, or approval of any Person.

J. Tax Matters Agreement

On the Confirmation Date, NRG and GenOn shall enter into the Tax Matters Agreement and as more fully set forth in the Tax Matters Agreement, all Tax Attributes shall vest in GenOn to the maximum extent permitted by applicable law on the Effective Date. On and prior to the Effective Date, the Debtors and the Non-Debtor Subsidiaries are authorized to take any actions necessary to preserve such Tax Attributes.

NRG is permanently enjoined from taking any actions inconsistent with this Plan, the Confirmation Order, and the Tax Matters Agreement relating to tax matters. To the extent permitted by applicable Tax Law, after the Effective Date, NRG shall be permitted to claim the Worthless Stock Deduction in the tax year of the Effective Date.

The Exit Structure shall be implemented in accordance with the Restructuring Transactions Memorandum.

K. Pension Indemnity Agreement and Employee Matters Agreement

On the Confirmation Date, GenOn and NRG shall enter into the Pension Indemnity Agreement in favor of Reorganized GenOn (including the transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred and fees paid by the Debtors or the Reorganized Debtors in connection therewith). The Reorganized Debtors are authorized to execute and deliver those documents necessary or appropriate to consummate the Pension Indemnity Agreement, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or vote, consent, authorization, or approval of any Person except as expressly provided therein.

NRG has paid all cash obligations due in 2017 with regard to the Pension Plans on behalf of GenOn. With regard to the Pension Plans, NRG shall pay all cash obligations due in 2018 on behalf of GenOn; *provided*, that if GenOn has paid such amounts, NRG will reimburse Reorganized GenOn for such payments as set forth in the Pension Indemnity Agreement.

From and after the Effective Date, employees of GenOn and its direct or indirect subsidiaries shall no longer accrue benefits under the Pension Plans or any other benefit plans sponsored, maintained or contributed to by NRG and its subsidiaries and affiliates, which shall remain at NRG.

On the Confirmation Date, GenOn and NRG shall enter into the Employee Matters Agreement in favor of Reorganized GenOn. The Reorganized Debtors are authorized to execute and deliver those documents necessary or appropriate to implement the Employee Matters Agreement (including the transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred and fees paid by the Debtors or the Reorganized Debtors in connection therewith), without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or vote, consent, authorization, or approval of any Person except as expressly provided therein.

The Employee Matters Agreement shall provide that, from and after the Effective Date, employees of GenOn and its direct or indirect subsidiaries shall no longer accrue benefits under any benefit plans sponsored, maintained or contributed to by NRG and its subsidiaries and affiliates, which shall remain at NRG, and that all such employees shall participate in new employee benefit plans maintained by GenOn. In addition, the Employee Matters Agreement shall address any allocation of legacy employee benefit liabilities for GenOn employees and retirees as between the NRG and GenOn.

Additionally, GenOn and its direct or indirect subsidiaries, as applicable, shall assume all of its collective bargaining agreements in existence on the Effective Date and shall establish separate benefit plans for current employees to the extent required by the collective bargaining agreements, which plans will provide benefits accrued after the Effective Date, subject to advance consent by the unions to contract modifications necessary to take into account that their existing pension and health and welfare plans are remaining at NRG. For the avoidance of doubt, on and after the Effective Date, there shall be no multiple-employer pension plan between or among NRG and its direct or indirect subsidiaries on the one hand and GenOn and its direct or indirect subsidiaries on the other hand.

L. Cooperation Agreement

On the Confirmation Date, GenOn and NRG shall enter into the Cooperation Agreement, to which the GenOn Steering Committee is a third party beneficiary. The Cooperation Agreement shall remain in effect subject to its terms after the Effective Date (including the transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred and fees paid by the Debtors or the Reorganized Debtors in connection therewith). The Debtors are authorized to execute and deliver those documents necessary or appropriate to consummate the Cooperation Agreement, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or vote, consent, authorization, or approval of any Person.

M. Corporate Existence

Except as otherwise provided in the Plan, the New Organizational Documents, the Third-Party Sale Transaction Documents, or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, on the Effective Date, each Debtor shall continue to exist after the Effective Date as a separate corporation, limited liability company, partnership, or other form of entity, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form of entity, as the case may be, pursuant to the applicable law in the jurisdiction in which each applicable Debtor is incorporated or formed and pursuant to the respective certificate of incorporation and by-laws (or other analogous formation documents) in effect before the Effective Date, except to the extent such certificate of incorporation and bylaws (or other analogous formation documents) are amended by the Plan or otherwise (including in connection with any conversion of the Reorganized Debtors to a limited liability company), and to the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and require no further action or approval.

N. Vesting of Assets in the Reorganized Debtors

Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated in the Plan, the Third-Party Sale Transaction Documents, or the Plan Supplement, on the Effective Date, all property in each Estate, all Causes of Action, and any property acquired by any of the Debtors, including Interests held by the Debtors in Non-Debtor Subsidiaries, pursuant to the Plan shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges, or other encumbrances. On and after the Effective Date, except as otherwise provided in the Plan, each Reorganized Debtor may operate its business and may use, acquire, or dispose of property, and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

O. Cancellation of Notes, Instruments, Certificates, and Other Documents

On the Effective Date, except to the extent otherwise provided in the Plan, all notes, indentures, instruments, certificates, and other documents evidencing Claims, shall be cancelled, and the obligations of the Debtors or the Reorganized Debtors and any non-Debtor Affiliates thereunder or in any way related thereto shall be discharged and deemed satisfied in full; provided, that notwithstanding Confirmation or the occurrence of the Effective Date, any such indenture or agreement that governs the rights of the Holder of a Claim shall continue in effect solely for purposes of, as applicable: (a) enabling Holders of Allowed Claims under such indentures or agreements to receive distributions under the Plan as provided herein and (b) allowing and preserving the rights of the GenOn Notes Trustee and the GAG Notes Trustee, or any applicable paying agent, as applicable, to (i) make distributions in satisfaction of Allowed Claims under such indentures or agreements, (ii) maintain and exercise their respective charging liens against any such distributions, (iii) seek compensation and reimbursement for any reasonable and documented fees and expenses incurred in making such distributions, (iv) maintain and enforce any

right to indemnification, expense reimbursement, contribution, or subrogation or any other claim or entitlement that the GenOn Notes Trustee may have under the GenOn Notes Indentures and the GAG Notes Trustee may have under the GAG Notes Indenture, (v) exercise their rights and obligations relating to the interests of their holders pursuant to the GenOn Notes Indenture or GAG Notes Indenture, as applicable, and (vi) appear and be heard in these Chapter 11 Cases. For the avoidance of doubt, all indemnification obligations and expense reimbursement obligations of the Debtors arising under the GenOn Notes Indentures in favor of the GenOn Notes Trustee and the GAG Notes Indenture in favor of the GAG Notes Trustee, shall survive, remain in full force and effect, and be enforceable against the Debtors and Reorganized Debtors on and after the Effective Date and shall be enforceable through, among other things, the exercise of the applicable charging lien.

On and after the Effective Date, all duties and responsibilities of the GenOn Notes Trustee under the GenOn Notes Indentures, the GAG Notes Trustee under the GAG Notes Indenture and any applicable paying agents shall be fully discharged unless otherwise specifically set forth in or provided for under the Plan, the Confirmation Order, or the Plan Supplement.

As a condition precedent to receiving any distribution on account of its GAG Notes Claim and/or GenOn Notes Claim, as applicable, each holder of record of a GAG Note and/or GenOn Note, as applicable, shall be deemed to have surrendered such note(s) or other documentation underlying such note(s), and such surrendered note(s) and other documentation shall be deemed to be cancelled as of the Effective Date pursuant to this Article IV.N, except to the extent otherwise provided herein.

P. Corporate Action

Upon the Effective Date, or as soon thereafter as is reasonably practicable, all actions contemplated by the Plan shall be deemed authorized and approved by the Bankruptcy Court in all respects, including, as applicable: (1) the implementation of the Restructuring Transactions; (2) the selection of the directors and officers for Reorganized GenOn and the other Reorganized Debtors; (3) the incurrence of the Exit Financing; (4) the issuance and/or execution of the Exit Financing and the distribution of the proceeds thereof in accordance with the Plan; (5) the incurrence of the New Subordinated Notes; (6) the issuance of the New Subordinated Notes; (7) the adoption of a Management Incentive Plan, if any, by the New Board of Reorganized GenOn and grant of awards, if any, thereunder; (8) the issuance and distribution of New Common Stock, including on the Effective Date and/or in connection with section M(5) hereof; (9) the approval and implementation of the NRG Settlement; and (10) all other actions contemplated by the Plan (whether to occur before, on, or after the Effective Date); *provided* that, with respect to any Third-Party Sale Transactions consummated prior to the Effective Date, all actions necessary to consummate such Third-Party Sale Transaction in accordance with the terms of this Plan shall be deemed authorized and approved by the Bankruptcy Court as of the Sale Closing Date applicable to such Third-Party Sale Transaction. Upon the Effective Date, all matters provided for in the Plan involving the corporate structure of Reorganized GenOn and the other Reorganized Debtors, and any corporate action required by the Debtors, Reorganized GenOn, or the other Reorganized Debtors in connection with the Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the security holders, directors, or officers of the Debtors, Reorganized GenOn, or the other Reorganized Debtors. On or (as applicable) before the Effective Date, the appropriate officers of the Debtors, Reorganized GenOn, or the other Reorganized Debtors shall be authorized and (as applicable) directed to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated by the Plan (or necessary or desirable to effect the transactions contemplated by the Plan) in the name of and on behalf of Reorganized GenOn and the other Reorganized Debtors, including the New Exit Financing Documents, the Exit Financing, if any, the New Common Stock, and any and all other agreements, documents, securities, and instruments relating to the foregoing, to the extent not previously authorized by the Bankruptcy Court. The authorizations and approvals contemplated by this Article IV.O shall be effective notwithstanding any requirements under non-bankruptcy law.

Q. New Organizational Documents

On or immediately before the Effective Date, GenOn or Reorganized GenOn, as applicable, will file its New Organizational Documents with the applicable Secretary of State and/or other applicable authorities in its state of incorporation or formation in accordance with the applicable laws of the respective state of incorporation or formation. After the Effective Date, Reorganized GenOn may amend and restate its formation, organizational, and

constituent documents as permitted by the laws of its respective jurisdiction of formation and the terms of such documents.

R. Directors and Officers

On the Effective Date, the Reorganized GenOn Board shall consist of seven (7) members, subject to increase or decrease at the discretion of the GenOn Steering Committee, and will consist of such persons designated by the GenOn Steering Committee in its sole discretion. On the Effective Date, the terms of the current members of the GenOn board of directors shall expire, and the Reorganized GenOn Board will include those directors set forth in the list of directors of the Reorganized Debtors included in the Plan Supplement. To the extent that any such director or officer of the Reorganized Debtors is an "insider" under the Bankruptcy Code, the Debtors will disclose the nature of any compensation to be paid to such director or officer.

S. Effectuating Documents; Further Transactions

On and after the Effective Date, the Reorganized Debtors, and the officers and members of the boards of directors and managers thereof, are authorized to and may issue, execute, deliver, file, or record such contracts, Securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan, the Restructuring Support Agreement, the GenMA Settlement Term Sheet, the NRG Settlement, the Transition Services Agreement, the Pension Indemnity Agreement, the Management Incentive Plan, and the Securities issued pursuant to the Plan in the name of and on behalf of the Reorganized Debtors, without the need for any approvals, authorizations, or consents except for those expressly required under the Plan, including, without limitation, the approval of the GenMA Settlement Parties of the definitive documentation to implement the GenMA Settlement.

T. Exemptions from Certain Taxes and Fees

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

U. Preservation of Causes of Action

In accordance with section 1123(b) of the Bankruptcy Code, the Reorganized Debtors shall retain and may enforce all rights to commence and pursue any and all Causes of Action, whether arising before or after the Petition Date, including any actions specifically enumerated in the Plan Supplement, and the Reorganized Debtors' rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date, other than the Causes of Action released by the Debtors pursuant to the releases and exculpations contained in the Plan, including in Article IX of the Plan, which shall be deemed released and waived by the Debtors and Reorganized Debtors as of the Effective Date.

The Reorganized Debtors may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtors. **No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtors or the Reorganized Debtors will not pursue any and all available Causes of Action against it. The Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action against any Entity.** Unless any Cause of Action against an Entity is expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Final Order of the Bankruptcy Court, the Reorganized Debtors expressly reserve all Causes of Action, for later adjudication, and, therefore no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or

otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation.

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

V. Director, Officer, Manager, and Employee Liability Insurance

To the extent that the D&O Liability Insurance Policies are considered to be Executory Contracts, notwithstanding anything in the Plan to the contrary, effective as of the Effective Date, the Reorganized Debtors shall be deemed to have assumed all unexpired D&O Liability Insurance Policies with respect to the Debtors' directors, managers, officers, and employees serving on or before the Petition Date pursuant to section 365(a) of the Bankruptcy Code, Entry of the Confirmation Order will constitute the Bankruptcy Court's approval of the Reorganized Debtors' assumption of each of the unexpired D&O Liability Insurance Policies. Notwithstanding anything to the contrary contained herein, Confirmation of the Plan shall not discharge, impair, or otherwise modify any indemnity obligations assumed by the foregoing assumption of the D&O Liability Insurance Policies, and each such indemnity obligation will be deemed and treated as an Executory Contract that has been assumed by the Reorganized Debtors under the Plan as to which no Proof of Claim need be Filed.

On or before the Effective Date, to the extent not already obtained, the Debtors will obtain reasonably sufficient liability insurance policy coverage (the "Tail Coverage") for the six-year period following the Effective Date for the benefit of the Debtors' current and former directors, officers, managers, and employees with coverage on terms no less favorable than the Debtors' existing D&O Liability Insurance Policies and with an available aggregate limit of liability upon the Effective Date of no less than the aggregate limit of liability under the existing D&O Liability Insurance Policies upon placement.

Reorganized Debtors shall not terminate or otherwise reduce the coverage under any D&O Liability Insurance Policy (including any policy providing the Tail Coverage) in effect and all members, managers, directors, and officers of the Debtors who served in such capacity at any time before the Effective Date of the Plan shall be entitled to the full benefits of any such policy for the full term of such policy regardless of whether such members, managers, directors, and/or officers remain in such positions after the Effective Date of the Plan.

On and after the Effective Date, each of the Reorganized Debtors shall be authorized to purchase a directors' and officers' liability insurance policy for the benefit of their respective directors, members, trustees, officers, and managers in the ordinary course of business.

W. Management Incentive Plan

On or after the Effective Date, the Reorganized Debtors may adopt and implement a Management Incentive Plan (including through the issuance of New Common Stock) for certain of the Debtors' directors, officers, and employees. The Reorganized GenOn Board, in its sole discretion, shall be authorized to institute such Management Incentive Plan, enact and enter into related policies and agreements. For the avoidance of doubt, the terms and conditions of any Management Incentive Plan (including any related agreements, policies, programs, other arrangements, and Management Incentive Plan participants) shall be determined by the Reorganized GenOn Board in its sole discretion on or after the Effective Date.

X. Employee and Retiree Obligations

The Debtors may, with the consent of the GenOn Steering Committee (such consent not to be unreasonably withheld), approve, assume, and, if currently provided by NRG, subject to the consents of the GenOn Steering

Committee, such consent not to be unreasonably withheld, adopt, the Debtors' written contracts, agreements, policies, programs and plans for, among other things, compensation, bonuses, reimbursement, indemnity, health care benefits, disability benefits, deferred compensation benefits, travel benefits, vacation and sick leave benefits, savings, severance benefits, retirement benefits, welfare benefits, relocation programs, life insurance and accidental death and dismemberment insurance, including written contracts, agreements, policies, programs and plans for bonuses and other incentives or compensation for the Debtors' current and former employees, directors, officers, and managers, including the Executive Employment Agreement, executive compensation programs, and all existing compensation arrangements for the employees of the Debtors as well as for the benefit of any NRG employees, directors, officers or manager transferred to Debtors in connection with the Restructuring. For the avoidance of doubt, the foregoing consent rights are applicable to any motions seeking approval of any key employee incentive or retention programs during the Chapter 11 Cases. Notwithstanding the foregoing, pursuant to section 1129(a)(13) of the Bankruptcy Code, on and after the Effective Date, all retiree benefits (as that term is defined in section 1114 of the Bankruptcy Code), under any plan, fund, or program maintained or established by the Debtors prior to the Petition Date, if any, shall continue to be paid in accordance with applicable law.

Y. Termination of the Deferred Compensation Plan

Notwithstanding Article IV.W hereof, as of the Effective Date, the Deferred Compensation Plan shall be terminated. On the Effective Date, or as soon as reasonably practicable thereafter, each Deferred Compensation Participant's deferred compensation account will be distributed to the Deferred Compensation Participant in accordance with its terms.

Z. Exemption from Registration Requirements

Pursuant to section 1145 of the Bankruptcy Code, the offering, issuance, and distribution of the New Common Stock and/or New Subordinated Notes, if any, in respect of Claims as contemplated by the Plan (except any New Common Stock issued in connection with any Third-Party Sale Transaction) is exempt from, among other things, the registration requirements of Section 5 of the Securities Act and any other applicable U.S. state or local law requiring registration prior to the offering, issuance, distribution, or sale of Securities. The New Common Stock and New Subordinated Notes to be issued under the Plan (a) are not "restricted securities" as defined in Rule 144(a)(3) under the Securities Act, and (b) are freely tradable and transferable by any initial recipient thereof that (i) is not an "affiliate" of the Debtors as defined in Rule 144(a)(1) under the Securities Act, (ii) has not been such an "affiliate" within 90 days of such transfer, and (iii) is not an entity that is an "underwriter" as defined in subsection (b) of Section 1145 of the Bankruptcy Code.

Pursuant to section 4(a)(2) of the Securities Act, to the extent the New Common Stock or the New Senior Secured Notes issued under the Plan are deemed Securities, they will be exempt from, among other things, the registration requirements of Section 5 of the Securities Act to the maximum extent permitted thereunder and any other applicable state or foreign securities laws requiring registration prior to the offering, issuance, distribution, or sale of Securities. Any and all such New Common Stock and New Senior Secured Notes offered, issued, or distributed under the Plan shall be deemed "restricted securities" that may not be offered, sold, exchanged, assigned, or otherwise transferred unless they are registered under the Securities Act, or an exemption from registration under the Securities Act is available, and in compliance with any applicable state or foreign securities laws.

Should the Reorganized Debtors elect on or after the Effective Date to reflect any ownership of the New Common Stock to be issued under the Plan through the facilities of DTC, DTC is authorized to rely solely on the Confirmation Order and the Reorganized Debtors need not provide any further evidence other than the Plan and the Confirmation Order with respect to the treatment of the New Common Stock to be issued under the Plan under applicable securities laws. DTC shall be required to accept and conclusively rely upon the Plan and Confirmation Order in lieu of a legal opinion regarding whether the New Common Stock, the New Senior Secured Notes and the New Subordinated Notes to be issued under the Plan are exempt from registration. Notwithstanding anything to the contrary in the Plan, no Entity (including, for the avoidance of doubt, DTC) may require a legal opinion regarding the validity of any transaction contemplated by the Plan, including, for the avoidance of doubt, whether the New Common Stock to be issued under the Plan are exempt from registration.

AA. Payment of Restructuring Expenses

Without any further notice to or action, order, or approval of the Bankruptcy Court, the Debtors or Reorganized Debtors, as applicable, shall pay (i) on the Effective Date all then-outstanding Restructuring Expenses and (ii) all other Restructuring Expenses as they become due in the ordinary course. Such Cash payments are, and shall be deemed, a component of the treatment provided to Holders of GenOn Notes Claims in Class 4 and GAG Notes Claims in Class 5, as applicable.

ARTICLE V
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Assumption and Rejection of Executory Contracts and Unexpired Leases

On the Effective Date, except as otherwise provided herein, all Executory Contracts or Unexpired Leases are hereby assumed and assigned to the Reorganized Debtors in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, other than: (1) those that are identified on the Schedule of Rejected Executory Contracts and Unexpired Leases; (2) those that have been previously rejected by a Final Order; (3) those that are the subject of a motion to reject Executory Contracts or Unexpired Leases that is pending on the Confirmation Date; (4) those that are subject to a motion to reject an Executory Contract or Unexpired Lease pursuant to which the requested effective date of such rejection is after the Effective Date; or (5) those that are assumed and assigned to a Purchaser pursuant to any Third-Party Sale Transaction Documents.

Entry of the Confirmation Order shall constitute a Bankruptcy Court order approving the assumptions, assumptions and assignments, or rejections of such Executory Contracts or Unexpired Leases as set forth in the Plan or the Schedule of Rejected Executory Contracts and Unexpired Leases, pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Unless otherwise indicated, assumptions or rejections of Executory Contracts and Unexpired Leases pursuant to the Plan are effective as of the Effective Date. Each Executory Contract or Unexpired Lease assumed pursuant to the Plan or by Bankruptcy Court order but not assigned to a third party before the Effective Date shall re-vest in and be fully enforceable by the applicable contracting Reorganized Debtor in accordance with its terms, except as such terms may have been modified by the provisions of the Plan or any order of the Bankruptcy Court authorizing and providing for its assumption under applicable federal law. Any motions to assume Executory Contracts or Unexpired Leases pending on the Effective Date shall be subject to approval by the Bankruptcy Court on or after the Effective Date. Notwithstanding anything to the contrary in the Plan, the Debtors or the Reorganized Debtors, as applicable, reserve the right to alter, amend, modify, or supplement the Schedule of Rejected Executory Contracts and Unexpired Leases at any time through and including 45 days after the Effective Date; *provided, that*, the Debtors may amend the Schedule of Rejected Executory Contracts and Unexpired Leases with respect to the treatment of any Unexpired Leases after the Confirmation Date as long as the Debtors provide 21 days' notice of such amended treatment and provide the applicable counterparty with notice and a right to object to such amended treatment.

To the maximum extent permitted by law, to the extent that any provision in any Executory Contract or Unexpired Lease assumed or assumed and assigned pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption or assumption and assignment of such Executory Contract or Unexpired Lease (including any "change of control" provision), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto.

B. Claims Based on Rejection of Executory Contracts or Unexpired Leases

Counterparties to Executory Contracts or Unexpired Leases listed on the Schedule of Rejected Executory Contracts and Unexpired Leases shall be served with a notice of rejection of Executory Contracts and Unexpired Leases substantially in the form approved by the Bankruptcy Court pursuant to the Bankruptcy Court order approving the Disclosure Statement as soon as reasonably practicable following entry of the Bankruptcy Court order approving the Disclosure Statement. Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, must be filed with the Bankruptcy Court within the earliest to occur of (1) 30

days after the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection or (2) 30 days after notice of any rejection that occurs after the Effective Date. **Any Claims arising from the rejection of an Executory Contract or Unexpired Lease that are not Filed within such time will be automatically Disallowed, forever barred from assertion, and shall not be enforceable against, as applicable, the Debtors, the Reorganized Debtors, the Estates, or property of the foregoing parties, without the need for any objection by the Debtors or the Reorganized Debtors, as applicable, or further notice to, or action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, notwithstanding anything in the Schedules or a Proof of Claim to the contrary.** Claims arising from the rejection of the Debtors' Executory Contracts or Unexpired Leases shall be classified as General Unsecured Claims and shall be treated in accordance with Article III of the Plan.

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

Any monetary defaults under an Assumed Executory Contract or Unexpired Lease, as reflected on the Cure Notice, shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash on the Effective Date, subject to the limitations described below, or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree. In the event of a dispute regarding (1) the amount of any payments to cure such a default, (2) the ability of the Reorganized Debtors or any assignee, as applicable, to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, or (3) any other matter pertaining to assumption, the cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order resolving the dispute and approving the assumption.

At least 14 days before the Confirmation Hearing, the Debtors shall distribute, or cause to be distributed, Cure Notices of proposed assumption or assumption and assignment and proposed amounts of Cure Claims to the applicable third parties. **Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption or assumption and assignment or related cure amount must be filed, served, and actually received by the Debtors at least seven days before the Confirmation Hearing.** Any counterparty to an Executory Contract or Unexpired Lease that fails to timely object to the proposed assumption or assumption and assignment or cure amount will be deemed to have assented to such assumption or assumption and assignment and cure amount. Notwithstanding anything herein to the contrary, in the event that any Executory Contract or Unexpired Lease is removed from the Schedule of Rejected Executory Contracts and Unexpired Leases after such 14-day deadline, a Cure Notice of proposed assumption or assumption and assignment and proposed amounts of Cure Claims with respect to such Executory Contract or Unexpired Lease will be sent promptly to the counterparty thereof and a noticed hearing set to consider whether such Executory Contract or Unexpired Lease can be assumed or assumed and assigned.

If the Bankruptcy Court determines that the Allowed Cure Claim with respect to any Executory Contract or Unexpired Lease is greater than the amount set forth in the applicable Cure Notice, the Debtors or Reorganized Debtors, as applicable, may add such Executory Contract or Unexpired Lease to the Schedule of Rejected Executory Contracts and Unexpired Leases, in which case such Executory Contract or Unexpired Lease will be deemed rejected as the Effective Date.

Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time before the date that the Debtors assume such

Executory Contract or Unexpired Lease. Any Proofs of Claim Filed with respect to an Executory Contract or Unexpired Lease that has been assumed shall be deemed Disallowed and expunged, without further notice to or action, order, or approval of the Bankruptcy Court**.**

D. Insurance Policies

Each of the Debtors' insurance policies and any agreements, documents, or instruments relating thereto, are treated as Executory Contracts under the Plan. Unless otherwise provided in the Plan, on the Effective Date, the

Debtors shall be deemed to have assumed all insurance policies and any agreements, documents, and instruments relating to coverage of all insured Claims.

E. Indemnification Obligations

The Debtors and Reorganized Debtors shall assume the Indemnification Obligations for the Debtors' current and former directors, officers, managers, and employees, and current attorneys, accountants, investment bankers, and other professionals of the Debtors, to the extent consistent with applicable law, and such Indemnification Obligations shall not be modified, reduced, discharged, impaired, or otherwise affected in any way, and shall survive Unimpaired and unaffected, irrespective of when such obligation arose.

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

Unless otherwise provided in the Plan, each Executory Contract or Unexpired Lease that is assumed shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Executory Contract or Unexpired Lease, and Executory Contracts and Unexpired Leases related thereto, if any, including easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing agreements has been previously rejected or repudiated or is rejected or repudiated under the Plan.

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

G. Reservation of Rights

Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Schedule of Rejected Executory Contracts and Unexpired Leases, nor anything contained in the Plan or the Plan Supplement, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any Reorganized Debtor has any liability thereunder.

H. Nonoccurrence of Effective Date.

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

I. Contracts and Leases Entered Into After the Petition Date

Contracts and leases entered into after the Petition Date by any Debtor and any Executory Contracts and Unexpired Leases assumed by any Debtor may be performed by the applicable Reorganized Debtor in the ordinary course of business. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) that have not been rejected as of the date of Confirmation will survive and remain unaffected by entry of the Confirmation Order, except as provided herein.

ARTICLE VI
PROVISIONS GOVERNING DISTRIBUTIONS

A. Timing and Calculation of Amounts to Be Distributed

Unless otherwise provided in the Plan, on the Effective Date (or if a Claim or Interest is not an Allowed Claim or Interest on the Effective Date, on the date that such Claim becomes an Allowed Claim or Interest) each Holder of an Allowed Claim and Interest shall receive the full amount of the distributions that the Plan provides for Allowed Claims and Interests in each applicable Class and in the manner provided in the Plan. If any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such

payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date. If and to the extent that there are Disputed Claims or Interests, distributions on account of any such Disputed Claims or Interests shall be made pursuant to the provisions set forth in Article VII. Except as otherwise provided in the Plan, Holders of Claims and Interests shall not be entitled to interest, dividends, or accruals on the distributions provided for in the Plan, regardless of whether such distributions are delivered on or at any time after the Effective Date. The Debtors shall have no obligation to recognize any transfer of Claims or Interests occurring on or after the Distribution Record Date.

B. Distribution Agent

Except as otherwise provided in the Plan, all distributions under the Plan shall be made by the Distribution Agent on the Effective Date. The Distribution Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court.

All distributions on account of Allowed GAG Notes Claims and Allowed GenOn Notes Claims (a) shall be governed by the GAG Notes Indenture and the GenOn Notes Indentures, as applicable, and (b) will be made to (or in coordination with) the GAG Notes Trustee and the GenOn Notes Trustee, respectively, which will serve as the Reorganized Debtors' designees for purposes of making distributions under the Plan to Holders of the GAG Notes Claims and GenOn Notes Claims. The GAG Notes Trustee and the GenOn Notes Trustee may transfer or direct the transfer of such distributions directly through the facilities of DTC (with the accompanying surrender of the GAG Notes Claims and GenOn Notes Claims) and will be entitled to recognize and deal for all purposes under the Plan with DTC, on or as soon as practicable after the Effective Date, consistent with the customary practices of DTC. To the extent that any distributions are not eligible for distribution through DTC, the GAG Notes Trustee or the GenOn Notes Trustee, respectively, or the applicable paying agent, as applicable, shall have no duties or responsibility relating to any form of distribution that is not DTC eligible; *provided*, that all such distributions shall be subject in all respects to the right of the GAG Notes Trustee or GenOn Notes Trustee to assert its applicable charging liens arising under and in accordance with the applicable indenture and any ancillary document, instrument, or agreement, against such distributions with respect to any unpaid fees and expenses (including professionals' fees) or other amounts payable to the GAG Notes Trustee or the GenOn Notes Trustee, or any applicable paying agent, as applicable, under the applicable indenture and any related or ancillary document, instrument, agreement or principle of law as applicable. All distributions made to Holders of Allowed GAG Notes Claims and Allowed GenOn Notes Claims are expected to be eligible to be distributed through the facilities of DTC.

C. Rights and Powers of Distribution Agent

1. Powers of the Distribution Agent

The Distribution Agent or its designee shall be empowered to: (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under the Plan; (b) make all distributions contemplated hereby; (c) employ professionals to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Distribution Agent by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by the Distribution Agent to be necessary and proper to implement the provisions hereof.

2. Expenses Incurred On or After the Effective Date

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and out-of-pocket expenses incurred by the Distribution Agent or its designee on or after the Effective Date (including taxes) and any reasonable compensation and out-of-pocket expense reimbursement claims (including reasonable, actual, and documented attorney and/or other professional fees and expenses) made by the Distribution Agent or its designee shall be paid promptly in Cash by the Reorganized Debtors.

D. Delivery of Distributions

1. Delivery of Distributions in General

Except as otherwise provided in the Plan, distributions to Holders of Allowed Claims (other than with respect to the GAG Notes Claims and GenOn Notes Claims) shall be made to Holders of record as of the Distribution Record Date by the Reorganized Debtors or the Distribution Agent, as appropriate: (a) to the signatory set forth on any Proof of Claim or Proof of Interest filed by such Holder or other representative identified therein (or at the last known addresses of such Holder if no Proof of Claim or Proof of Interest is filed or if the Debtors have not been notified in writing of a change of address); (b) at the addresses set forth in any written notices of address changes delivered to the Reorganized Debtors or the applicable Distribution Agent, as appropriate, after the date of any related Proof of Claim or Proof of Interest; or (c) on any counsel that has appeared in the Chapter 11 Cases on the Holder's behalf. Subject to this Article VI, distributions under the Plan on account of Allowed Claims shall not be subject to levy, garnishment, attachment, or like legal process, so that each Holder of an Allowed Claim shall have and receive the benefit of the distributions in the manner set forth in the Plan. The Debtors, the Reorganized Debtors, and the Distribution Agent, the GenOn Notes Trustee, the GAG Notes Trustee, and any applicable paying agent, as applicable, shall not incur any liability whatsoever on account of any distributions under the Plan except for fraud, gross negligence, or willful misconduct.

2. Reserve of New Common Stock

On the Effective Date, if there are any Holdback Shares, a new common stock reserve (the "New Common Stock Reserve") shall be established by either the Debtors or the Reorganized Debtors (depending upon the applicable Exit Structure) for the distribution of Holdback Shares pursuant to the terms of the Plan. The Holdback Shares for each Holdback Entity shall be issued on the Effective Date, and on behalf of such Holdback Entity placed in the New Common Stock Reserve by the Debtors or the Reorganized Debtors, as applicable. Each of the Holdback Shares shall be distributed from the New Common Stock Reserve to the applicable Holdback Entity in accordance with the terms of the Plan as soon as possible after (x) all Required Regulatory Approvals for the distribution of such shares to such Holdback Entity have been obtained or (y) the distribution of such shares to such Holdback Entity would no longer require any of the Required Regulatory Approvals (it being understood that any given time only those Holdback Shares for which one of the foregoing requirements have been satisfied shall be distributed). The Holdback Entities and the Debtors or Reorganized Debtors, as applicable, will cooperate with each other with respect to obtaining any Required Regulatory Approvals. The New Common Stock Reserve Administrator shall vote the Holdback Entity Shares in the Holdback Trust in its discretion for the benefit of but without consultation with the applicable Holdback Entity. Notwithstanding the foregoing, each Holdback Entity shall at all times have the right, in its sole discretion, to direct the New Common Stock Reserve Administrator to sell or otherwise dispose of any of the Holdback Shares attributable to it and held in the New Common Stock Reserve, and the New Common Stock Reserve Administrator shall, as promptly as reasonably practical, use commercially reasonable efforts to sell or dispose of such Holdback Shares upon receiving and in accordance with any such direction from such Holdback Entity, subject to compliance with applicable law and any applicable contractual restrictions. The New Common Stock Reserve Administrator shall have no liability for the price received for such Holdback Shares. The net proceeds of such sale shall be promptly distributed to such Holdback Entity. If the issuance of all Holdback Shares to a single New Common Stock Reserve would require any Required Regulatory Approval or create additional restrictions on trading that can be avoided by establishing one or more additional reserves, the Debtors or the Reorganized Debtors, as applicable, shall be required to establish one or more additional, separately administered, New Common Stock Reserves and divide the Holdback Shares between all such reserves, and the provisions above shall apply to all such additional reserves.

It is intended that the New Common Stock Reserve be classified for federal income tax purposes as a "liquidating trust" within the meaning of Treasury Regulations Section 301.7701-4(d) and as a "grantor trust" within the meaning of Section 671 through 677 of the Internal Revenue Code. In furtherance of this objective, the New Common Stock Plan Administrator shall, in its business judgment, make continuing best efforts not to unduly prolong the duration of the New Common Stock Reserve. All assets held by the New Common Stock Reserve shall be deemed for federal income tax purposes to

have been distributed by the Debtors or Reorganized Debtors, as applicable, to the Holdback Entities, and then contributed by the Holdback Entities to the New Common Stock Reserve in exchange for their interest in the New Common Stock Reserve. All Holders shall use the valuation of the

New Common Stock transferred to the New Common Stock Reserve as established by the Debtors or Reorganized Debtors for all federal income tax purposes, which determination shall be made as soon as reasonably practicable following the Effective Date. The Holdback Entities (or their direct or indirect owners, as required under applicable tax law) will be treated as the grantors of the New Common Stock Reserve. The New Common Stock Reserve will be responsible for filing information on behalf of the New Common Stock Reserve as grantor trust pursuant to Treasury Regulation Section 1.671-4(a). The foregoing treatment shall also apply, to the extent permitted by applicable law, for all state, local, and non-U.S. tax purposes. Further, the New Common Stock Reserve is intended to comply with the conditions and the requirements set forth in Rev. Prov. 94-45, 1994-2 C.B. 684.

Allocations of taxable income with respect to the New Common Stock Reserve shall be determined by reference to the manner in which an amount of cash equal to such taxable income would be distributed (without regard to any restriction on distributions) if, immediately prior to such deemed distribution, the New Common Stock Reserve had distributed all of its other assets (valued for this purpose at their tax book value) to the Holdback Entities, taking into account all prior and concurrent distributions. Similarly, taxable losses of the New Common Stock Reserve will be allocated by reference to the manner in which an economic loss would be borne immediately after a liquidating distribution of the remaining assets. The tax book value of the assets for this purpose shall equal their fair market value on the Effective Date or, if later, the date such assets were acquired, adjusted in either case in accordance with tax accounting principles prescribed by applicable tax law.

To the extent the New Common Stock Reserve is determined to incur any tax liability (including any withholding for any reason), it shall be entitled to liquidate New Common Stock to satisfy such tax liability.

3. Undeliverable Distributions and Unclaimed Property

In the event that any distribution to any Holder is returned as undeliverable, no distribution to such Holder shall be made unless and until the Reorganized Debtors have determined the then current address of such Holder, at which time such distribution shall be made to such Holder without interest; *provided* that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of six (6) months from the Effective Date. After such date, all unclaimed property or interests in property shall revert to the applicable Debtors without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal or state escheat, abandoned, or unclaimed property laws to the contrary), and the Claim of any Holder to such property or Interest in property shall be discharged and forever barred.

4. No Fractional Distributions

No fractional shares of New Common Stock shall be distributed, and no Cash shall be distributed in lieu of such fractional amounts. When any distribution pursuant to the Plan on account of an Allowed Claim would otherwise result in the issuance of a number of shares of New Common Stock that is not a whole number, the actual distribution of shares of New Common Stock shall be rounded as follows: (a) fractions of one half or greater shall be rounded to the next higher whole number and (b) fractions of less than one half shall be rounded to the next lower whole number with no further payment therefore. The total number of authorized shares of New Common Stock to be distributed pursuant to the Plan shall be adjusted as necessary to account for the foregoing rounding. For the purpose of distributions to holders of GenOn Notes Claims and the General Unsecured Claims, as applicable, DTC shall be treated as a single holder.

5. Minimum Distributions

Holders of Allowed Claims entitled to distributions of $50 or less shall not receive distributions, and each such Claim to which this limitation applies shall be discharged pursuant to Article IX and its Holder is forever barred pursuant to Article IX from asserting that Claim against the Reorganized Debtors or their property.

E. Manner of Payment

At the option of the Distribution Agent, any Cash payment to be made under the Plan may be made by check or wire transfer or as otherwise required or provided in applicable agreements.

F. Compliance with HSR Act

To the extent that any Holder of GenOn Notes will hold New Common Stock valued in excess of the relevant reporting thresholds under the HSR Act as a result of distributions to be made on the Effective Date and the acquisition of New Common Stock by such Holder either (i) is not eligible for an exemption under the HSR Act or (ii) is required to be notified to the US antitrust agencies pursuant to the HSR Act and the relevant waiting period associated therewith has not expired or been terminated as of the Effective Date, then such Holder shall sell a sufficient amount of New Common Stock such that by the end of the day on the Distribution Record Date, such holder will hold New Common Stock valued at or below the relevant reporting threshold under the HSR Act.

G. Compliance with Tax Requirements

In connection with the Plan, to the extent applicable, Reorganized GenOn and the Reorganized Debtors shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Reorganized Debtors shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions or establishing any other mechanisms they believe are reasonable and appropriate. The Reorganized Debtors reserve the right to allocate all

distributions made under the Plan in compliance with applicable wage garnishments, alimony, child support, and other spousal awards, liens, and encumbrances.

H. Allocations

Distributions in respect of Allowed Claims shall be allocated first to the principal amount of such Claims (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claims, to any portion of such Claims for accrued but unpaid interest as Allowed herein.

I. No Postpetition or Default Interest on Claims

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

J. Setoffs and Recoupment

Unless otherwise provided in the Plan or the Confirmation Order, and other than with respect to all GAG Notes Claims and Allowed GenOn Notes Claims, each Debtor and each Reorganized Debtor, pursuant to the Bankruptcy Code (including section 553 of the Bankruptcy Code), applicable non-bankruptcy law, or as may be agreed to by the Holder of a Claim, may set off against or recoup any Allowed Claim and the distributions to be made pursuant to the Plan on account of such Allowed Claim (before any distribution is made on account of such Allowed Claim), any claims, rights, and Causes of Action of any nature that such Debtor or Reorganized Debtor, as applicable, may hold against the Holder of such Allowed Claim, to the extent such claims, rights, or Causes of Action against such Holder have not been otherwise compromised or settled on or prior to the Effective Date (whether pursuant to the Plan or otherwise); *provided*, *however*, that neither the failure to effect such a setoff or recoupment nor the allowance of any Claim pursuant to the Plan shall constitute a waiver or release by such Debtor or Reorganized Debtor of any such claims, rights, and Causes of Action that such Reorganized Debtor may possess against such Holder. In no event shall any Holder of Claims or Interests be entitled to recoup any Claim or Interest against any claim, right, or Cause of Action of the Debtors or the Reorganized Debtors, as applicable, unless such Holder actually has performed such recoupment and provided notice thereof in writing to the Debtors on or before the Effective Date, notwithstanding any indication in any Proof of Claim or Interest or otherwise that such Holder asserts, has, or intends to preserve any right of recoupment.

K. Claims Paid or Payable by Third Parties

1. Claims Paid by Third Parties

The Debtors, or the Reorganized Debtors, as applicable, shall reduce in full a Claim, and such Claim shall be disallowed without a Claims objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives payment in full on account of such Claim from a party that is not a Debtor or Reorganized Debtor. To the extent a Holder of a Claim receives a distribution from the Debtors or Reorganized Debtors on account of such Claim and also receives payment from a party that is not a Debtor or a Reorganized Debtor on account of such Claim, such Holder shall, within 14 days of receipt thereof, repay or return the distribution to the applicable Debtor or Reorganized Debtor, to the extent the Holder's total recovery on account of such Claim from the third party and under the Plan exceeds the total amount of such Claim as of the date of any such distribution under the Plan. The failure of such Holder to timely repay or return such distribution shall result in the Holder owing the applicable Debtor annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the 14-day grace period specified above until the amount is repaid.

2. Claims Payable by Third Parties

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

3. Applicability of Insurance Policies

Except as otherwise provided in the Plan, distributions to Holders of Allowed Claims shall be in accordance with the provisions of any applicable insurance policy. Notwithstanding anything herein to the contrary (including Article IX), nothing shall constitute or be deemed a release, settlement, satisfaction, compromise, or waiver of any Cause of Action that the Debtors or any other Entity may hold against any other Entity, including insurers, under any policies of insurance or applicable indemnity, nor shall anything contained herein constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers; *provided* that the NRG Settlement shall settle and release Causes of Action in accordance with its terms.

ARTICLE VII
PROCEDURES FOR RESOLVING DISPUTED CLAIMS AND INTERESTS

A. Allowance of Claims and Interests

After the Effective Date, each of the Debtors or the Reorganized Debtors shall have and retain any and all rights and defenses such Debtor had with respect to any Claim immediately before the Effective Date. Except as expressly provided in the Plan or in any order entered in the Chapter 11 Cases before the Effective Date (including the Confirmation Order), no Claim shall become an Allowed Claim unless and until such Claim is deemed Allowed under the Plan or the Bankruptcy Code, or the Bankruptcy Court has entered a Final Order, including the Confirmation Order (when it becomes a Final Order), in the Chapter 11 Cases allowing such Claim.

B. Claims and Interests Administration Responsibilities.

Except as otherwise specifically provided in the Plan and notwithstanding any requirements that may be imposed pursuant to Bankruptcy Rule 9019, after the Effective Date, the Reorganized Debtors and the Consenting Creditors shall have the sole authority to File and prosecute objections to Claims, and the Reorganized Debtors shall have the sole authority to (1) settle, compromise, withdraw, litigate to judgment, or otherwise resolve objections to

any and all Claims, regardless of whether such Claims are in a Class or otherwise; (2) settle, compromise, or resolve any Disputed Claim without any further notice to or action, order, or approval by the Bankruptcy Court; and (3) administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court. For the avoidance of doubt, except as otherwise provided in the Plan, from and after the Effective Date, each Reorganized Debtor shall have and retain any and all rights and defenses such Debtor had immediately prior to the Effective Date with respect to any Disputed Claim or Interest, including the Causes of Action retained pursuant to Article IV.T of the Plan.

C. Estimation of Claims and Interests

Before or after the Effective Date, the Debtors or the Reorganized Debtors, as applicable, may (but are not required to) at any time request that the Bankruptcy Court estimate any Disputed Claim or Interest that is contingent or unliquidated pursuant to section 502(c) of the Bankruptcy Code for any reason, regardless of whether any party previously has objected to such Claim or Interest or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any such Claim or Interest, including during the litigation of any objection to any Claim or Interest or during the appeal relating to such objection. Notwithstanding any provision otherwise in the Plan, a Claim that has been expunged from the Claims Register, but that either is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim or Interest, that estimated amount shall constitute a maximum limitation on such Claim or Interest for all purposes under the Plan (including for purposes of distributions), and the relevant Reorganized Debtor may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim or Interest. Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any Holder of a Claim that has been estimated pursuant to section 502(c) of the Bankruptcy Code or otherwise be entitled to seek reconsideration of such estimation unless such Holder has Filed a motion requesting the right to seek such reconsideration on or before seven (7) days after the date on which such Claim is estimated. Each of the foregoing Claims and objection, estimation, and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Bankruptcy Court.

D. Claims Reserve

On or before the Effective Date, the Debtors, in consultation with the GenOn Steering Committee, shall be authorized, but not directed, to establish one or more Disputed Claims Reserves for any claims other than those deemed Allowed under the Plan, which Disputed Claims Reserve shall be administered by the Reorganized Debtors or Liquidating Trustee, as applicable. The amount of each Disputed Claims Reserve shall be subject to the reasonable consent of the GenOn Steering Committee.

After the Effective Date, the Reorganized Debtors may, in their sole discretion, hold any property to be distributed pursuant to the Plan, in the same proportions and amounts as provided for in the Plan, in the Disputed Claims Reserve in trust for the benefit of the Holders of Claims ultimately determined to be Allowed after the Effective Date. The Reorganized Debtors shall distribute such amounts (net of any expenses, including any taxes relating thereto), as provided herein, as such Claims are resolved by a Final Order or agreed to by settlement, and such amounts will be distributable on account of such Claims as such amounts would have been distributable had such Claims been Allowed Claims as of the Effective Date under Article III of the Plan solely to the extent of the amounts available in the applicable Disputed Claims Reserves.

E. Adjustment to Claims Without Objection

Any duplicate Claim or Interest or any Claim or Interest that has been paid, satisfied, amended, or superseded may be adjusted or expunged on the Claims Register by the Reorganized Debtors without the Reorganized Debtors having to file an application, motion, complaint, objection, or any other legal proceeding seeking to object to such Claim or Interest and without any further notice to or action, order, or approval of the Bankruptcy Court.

F. Time to File Objections to Claims

Any objections to Claims shall be filed on or before the Claims Objection Deadline.

G. Disallowance of Claims

Except as otherwise provided herein or in the Confirmation Order, any Claims held by an Entity from which property is recoverable under section 542, 543, 550, or 553 of the Bankruptcy Code or that is a transferee of a transfer avoidable under section 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code, shall be deemed Disallowed pursuant to section 502(d) of the Bankruptcy Code, and Holders of such Claims may not receive any distributions on account of such Claims until such time as such Causes of Action against that Entity have been settled or a Bankruptcy Court order with respect thereto has been entered and all sums due, if any, to the Debtors by that Entity have been turned over or paid to the Debtors or the Reorganized Debtors. All Proofs of Claim Filed on account of an indemnification obligation to a director, officer, or employee shall be deemed satisfied and expunged from the Claims Register as of the Effective Date to the extent such indemnification obligation is assumed (or honored or reaffirmed, as the case may be) pursuant to the Plan, without any further notice to or action, order, or approval of the Bankruptcy Court.

Except as otherwise provided herein or as agreed to by the Reorganized Debtors, any and all Claims for which Proofs of Claim have not been Filed or were Filed after the Bar Date, except for Holders of Claims not required to File Proofs of Claim under the Bar Date Order, shall be deemed Disallowed and such Proofs of Claim expunged as of the Effective Date without any further notice to or action, order, or approval of the Bankruptcy Court, and Holders of such Claims may not receive any distributions on account of such Claims, unless a late Proof of Claim is been deemed timely Filed by a Final Order. The GenMA-Related Proofs of Claim shall be deemed expunged and the Claims asserted thereunder deemed

Disallowed, in each case, upon consummation of the GenMA Settlement. For the avoidance of doubt, the REMA-Related Proofs of Claim will not be Disallowed, settled, or expunged without further order of the Bankruptcy Court unless such Proof of Claim is consensually settled by the Debtors, with the reasonable consent of the GenOn Steering Committee, and/or any other relevant party in interest.

H. Amendments to Claims; Additional Claims

On or after the Effective Date, a Claim may not be Filed or amended without the prior authorization of the Bankruptcy Court or the Reorganized Debtors, and any such new or amended Claim Filed shall be deemed disallowed in full and expunged without any further action, order, or approval of the Bankruptcy Court.

I. No Distributions Pending Allowance

Notwithstanding any other provision hereof, if any portion of a Claim or Interest is a Disputed Claim or Interest, as applicable, no payment or distribution provided hereunder shall be made on account of such Claim or Interest unless and until such Disputed Claim or Interest becomes an Allowed Claim or Interest.

J. Distributions After Allowance

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

K. No Interest

Interest shall not accrue or be paid on any Disputed Claim with respect to the period from the Effective Date to the date a final distribution is made on account of such Disputed Claim, if and when such Disputed Claim becomes an Allowed Claim.

ARTICLE VIII
THE LIQUIDATING TRUST AND THE LIQUIDATING TRUSTEE

A. Liquidating Trust Creation

On the Effective Date, a Liquidating Trust may, in consultation with the GenOn Steering Committee, be established and become effective for the benefit of the Beneficiaries. The Liquidating Trust Agreement shall (i) be in form and substance consistent in all respects with this Plan and be reasonably acceptable to the Debtors, and (ii) contain customary provisions for trust agreements utilized in comparable circumstances, including any and all provisions necessary to ensure continued treatment of the Liquidating Trust as a grantor trust and the Beneficiaries as the grantors and owners thereof for federal income tax purposes. All relevant parties (including the Debtors, the Liquidating Trustee, and the Beneficiaries) will take all actions necessary to cause title to the Liquidating Trust Assets to be transferred to the Liquidating Trust. The powers, authority, responsibilities, and duties of the Liquidating Trust and the Liquidating Trustee are set forth in and will be governed by the Liquidating Trust Agreement, the Plan, and the Confirmation Order.

B. Purpose of the Liquidating Trust

The Liquidating Trust will be established for the primary purpose of liquidating its assets and making distributions in accordance with the Plan, Confirmation Order, and the Liquidating Trust Agreement, with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Liquidating Trust.

C. Transfer of Assets to the Liquidating Trust

The Debtors and the Liquidating Trustee will establish the Liquidating Trust on behalf of the Beneficiaries pursuant to the Liquidating Trust Agreement, with the Beneficiaries to be treated as the grantors and deemed owners of the Liquidating Trust Assets. The Debtors will irrevocably transfer, assign, and deliver to the Liquidating Trust, on behalf of the Beneficiaries, all of their rights, title, and interests in the Liquidating Trust Assets. The Liquidating Trust will accept and hold the Liquidating Trust Assets in the Liquidating Trust for the benefit of the Beneficiaries, subject to the Plan and the Liquidating Trust Agreement.

On the Effective Date, all Liquidating Trust Assets will vest and be deemed to vest in the Liquidating Trust in accordance with section 1141 of the Bankruptcy Code or as otherwise set forth in the Liquidating Trust Agreement; *provided*, *however*, that the Liquidating Trustee may abandon or otherwise not accept any Liquidating Trust Assets that the Liquidating Trustee believes, in good faith, have no value to the Liquidating Trust. Any Assets the Liquidating Trust so abandons or otherwise does not accept shall not vest in the Liquidating Trust. As of the Effective Date, all Liquidating Trust Assets vested in the Liquidating Trust shall be free and clear of all Liens, Claims, and Interests except as otherwise specifically provided in the Plan or in the Confirmation Order. Upon the transfer by the Debtors of the Liquidating Trust Assets to the Liquidating Trust or abandonment of Liquidating Trust Assets by the Liquidating Trust, the Debtors will have no reversionary or further interest in or with respect to any Liquidating Trust Assets or the Liquidating Trust. Notwithstanding anything herein to the contrary, the Liquidating Trust and the Liquidating Trustee shall be deemed to be fully bound by the terms of the Plan and the Confirmation Order.

For the avoidance of doubt, and notwithstanding anything herein to the contrary, the Debtors shall not transfer or be deemed to have transferred to the Liquidating Trust the Settled Claims or any other claims or Causes of Action (1) released pursuant to Article IX.E hereof or (2) exculpated pursuant to Article IX.G hereof to the extent of any such exculpation.

D. Tax Treatment of the Liquidating Trust

It is intended that the Liquidating Trust be classified for federal income tax purposes as a "liquidating trust" within the meaning of Treasury Regulations Section 301.7701-4(d) and as a "grantor trust" within the meaning of Section 671 through 677 of the Internal Revenue Code. In furtherance of this objective, the Liquidating Trust shall, in its business judgment, make continuing best efforts not to unduly prolong the duration of the Liquidating Trust. The Liquidating Trust Assets shall be deemed for U.S. federal income tax purposes to have been distributed by the Debtors or Reorganized Debtors, as applicable, to the Beneficiaries, and then contributed by the Beneficiaries to the Liquidating Trust in exchange for their respective interests in the Liquidating Trust. All Holders shall use the valuation of the Liquidating Trust Assets transferred to the Liquidating Trust as established by the Liquidating Trust for all federal income tax purposes, which determination shall be made as soon as reasonably practicable following the Effective Date. The Beneficiaries of the Liquidating Trust (or their direct or indirect owners, as required under applicable tax law) will be treated as the grantors of the Liquidating Trust. The Liquidating Trust will be responsible for filing information on behalf of the Liquidating Trust as grantor trust pursuant to Treasury Regulation Section 1.671-4(a). The foregoing treatment shall also apply, to the extent permitted by applicable law, for all state, local, and non-U.S. tax purposes. Further, the Liquidating Trust is intended to comply with the conditions and the requirements set forth in Rev. Proc. 94-45, 1994-2 C.B. 684.

Allocations of taxable income with respect to the Liquidating Trust shall be determined by reference to the manner in which an amount of cash equal to such taxable income would be distributed (without regard to any restriction on distributions) if, immediately prior to such deemed distribution, the Liquidating Trust had distributed all of its other assets (valued for this purpose at their tax book value) to the Beneficiaries, taking into account all prior and concurrent distributions. Similarly, taxable losses of the Liquidating Trust will be allocated by reference to the manner in which an economic loss would be borne immediately after a liquidating distribution of the remaining assets. The tax book value of the assets for this purpose shall equal their fair market value on the Effective Date or, if later, the date such assets were acquired, adjusted in either case in accordance with tax accounting principles prescribed by applicable tax law.

To the extent the Liquidating Trust is determined to incur any tax liability (including any withholding for any reason), it shall be entitled to liquidate the Liquidating Trust Assets to satisfy such tax liability.

The Liquidating Trust will not be deemed a successor in interest of the Debtors for any purpose other than as specifically set forth herein or in the Liquidating Trust Agreement. In addition, the Liquidating Trust may request an expedited determination of Taxes of the Debtors or of the Liquidating Trust under Bankruptcy Code Section 505(b) for all returns filed for, or on behalf of, the Debtors and the Liquidating Trust for all taxable periods through the dissolution of the Liquidating Trust.

E. Insurance

The Liquidating Trust may maintain customary insurance coverage for the protection of Entities serving as administrators and overseers of the Liquidating Trust on and after the Effective Date.

F. Termination of the Liquidating Trust

The Liquidating Trustee shall be discharged and the Liquidating Trust shall be terminated, at such time as (1) all of the Liquidating Trust Assets have been liquidated, (2) all duties and obligations of the Liquidating Trustee hereunder have been fulfilled, (3) all distributions required to be made by the Liquidating Trust under the Plan and the Liquidating Trust Agreement have been made, and (4) the Chapter 11 Cases of the Debtors have been closed, but in no event shall the Liquidating Trust be dissolved later than five (5) years from the Effective Date unless the Bankruptcy Court, upon motion by the Liquidating Trustee within the six-month period prior to the fifth anniversary (or the end of any extension period approved by the Bankruptcy Court), determines that a fixed period extension (not to exceed three (3) years, together with any prior extensions, without a favorable letter ruling from the Internal Revenue Service that any further extension would not adversely affect the status of the Liquidating Trust as a liquidating trust for federal income tax purposes) is necessary to facilitate or complete the liquidation, recovery and distribution of the Liquidating Trust Assets.

G. Transfer of Beneficial Interests

Notwithstanding anything to the contrary in the Plan, beneficial interests in the Liquidating Trust shall not be transferrable except upon death of the interest holder or by operation of law.

H. Termination of the Liquidating Trustee

The duties, responsibilities, and powers of the Liquidating Trustee will terminate in accordance with the terms of the Liquidating Trust Agreement.

I. Exculpation; Indemnification

The Liquidating Trustee, the Liquidating Trust, professionals retained by the Liquidating Trust, and representatives of each of the foregoing will be exculpated and indemnified pursuant to the terms of the Liquidating Trust Agreement.

ARTICLE IX
SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS

A. Compromise and Settlement of Claims, Interests, and Controversies

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good-faith compromise and settlement of all Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a Holder of a Claim or Interest may have with respect to any Allowed Claim or Interest, or any distribution to be made on account of such Allowed Claim or Interest, including the NRG Settlement and the GenMA Settlement. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests, and controversies, including the Settled

Claims, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, their Estates, and Holders of Claims and Interests and is fair, equitable, and reasonable. In accordance with the provisions of the Plan, pursuant to Bankruptcy Rule 9019, without any further notice to or action, order, or approval of the Bankruptcy Court, after the Effective Date, the Reorganized Debtors may compromise and settle Claims against, and Interests in, the Debtors and their Estates and Causes of Action against other Entities.

B. Discharge of Claims

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan or in any contract, instrument, or other agreement or document created pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date (or the Sale Closing Date of any Third-Party Sale Transaction consummated prior to the Effective Date with respect to any Claims against Debtors whose equity is transferred pursuant to such Third-Party Sale Transaction), of Claims (including any Debtor Intercompany Claims resolved or compromised after the Effective Date by the Reorganized Debtors), Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors before the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim based upon such debt or right is filed or deemed filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (3) the Holder of such a Claim or Interest has accepted the Plan. Any default or "event of default" by the Debtors (or Affiliates of a Debtor as such default or "event of default" applies to a Debtor) with

respect to any Claim or Interest that existed immediately before or on account of the filing of the Chapter 11 Cases shall be deemed cured (and no longer continuing) as of the Effective Date. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the Effective Date (or, where applicable, the Sale Closing Date) occurring. For the avoidance of doubt, (a) all Claims of the Owner Lessor Plaintiffs against the Debtors (including, for the avoidance of doubt, the Claims asserted in GenMA Estimated Proofs of Claim) shall be deemed discharged upon consummation of the GenMA Settlement, (b) Claims asserted in the REMA-Related Proofs of Claim are Disputed, and (c) all Claims (for which Proofs of Claim have not been Filed or were Filed after the Bar Date) arising from or related to the Leveraged Lease Disputes and all other Claims of any owner participant, equity investor in an owner participant, pass-through certificate holder, indenture trustee, pass-through trustee, owner lessor, lessee or any other party in interest or affiliate thereof whose Claims against the Debtors relate to or arise from the sale-leaseback transactions by GenMA, REMA or their respective predecessors are discharged and are hereby Disallowed for all purposes, including allowance, voting, reserves, and distribution pursuant to the provisions of the Bankruptcy Code and the Plan or any other plan confirmed by the Bankruptcy Court. Notwithstanding anything herein to the contrary, Claims by GenMA against the Debtors, whether arising out of the sale-leaseback transactions by GenMA or otherwise, shall be subject to discharge upon the consummation of the GenMA Settlement.

C. Term of Injunctions or Stays

Unless otherwise provided in the Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases (pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court) and existing on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

D. Release of Liens

Except (1) with respect to the Liens securing the Exit Financing, including the New Exit Credit Facility, the New Senior Secured Notes, and any other Exit Financing created pursuant to the New Exit Financing Documents, (2) with respect to any Lien and security interests granted to secure letters of credit that remain outstanding under the LC Facility or Revolving Credit Facility on the Effective Date, (3) with respect to any Lien or security interest granted to secure the New Subordinated Notes, if any, and (4) as otherwise provided in the Plan or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date (or the Sale Closing Date with respect to assets or properties that are transferred by Debtors under a Third-Party Sale Transaction and with respect to assets or properties of Debtors whose equity is transferred under a Third-Party Sale Transaction), all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates and, subject to the consummation of the applicable distributions contemplated in the Plan, shall be fully released and discharged, and the Holders of such mortgages, deeds of trust, Liens, pledges, or other security interests shall execute such documents as may be reasonably requested by the Debtors or the Reorganized Debtors, as applicable, to reflect or effectuate such releases, and all of the right, title, and interest of any Holders of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized Debtor and its successors and assigns.

E. Debtor Release

Effective as of the Effective Date (or the Sale Closing Date of any Third-Party Sale Transaction consummated on or before the Effective Date with respect to any Causes of Action held by Debtors whose equity is transferred pursuant to such Third-Party Sale Transaction), and except as otherwise specifically provided in the Plan, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, on and after the Effective Date (or, where applicable, the Sale Closing Date), each Released Party is deemed released and discharged by the Debtors, the Reorganized Debtors, and their Estates from any and all Causes of Action, whether known or unknown, including any derivative claims, asserted on behalf of the Debtors, that the Debtors, the Reorganized Debtors, or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to, or in any manner arising from, in

whole or in part: (i) the Debtors (including the management, ownership, or operation thereof), the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the formulation, preparation, dissemination, negotiation, entry into, or filing of, as applicable, the Restructuring Support Agreement or the other Restructuring Transactions; (ii) any Restructuring Transaction, contract, instrument, release, or other agreement or document (including providing legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the Disclosure Statement, or the Plan; (iii) the Chapter 11 Cases, the Disclosure Statement, the Plan, the filing of the Chapter 11 Cases, the NRG Settlement, the Settled Claims, the LC Facility, Avoidance Actions, the Third-Party Sale Transactions, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities (including the New Common Stock) pursuant to the Plan, or the distribution of property under the Plan or any other related agreement; or (iv) upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, including without limitation, with respect to the Settled Claims and all matters related thereto. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan; and the Debtor Release does not waive or release any right, claim, or Cause of Action (a) in favor of any Debtor or Reorganized Debtor, as applicable, arising under any contractual obligation owed to such Debtor or Reorganized Debtor not satisfied or discharged under the Plan or (b) as expressly set forth in the Plan or the Plan Supplement.

F. Third-Party Release

As of the Effective Date (or the Sale Closing Date of any Third-Party Sale Transaction consummated on or before the Effective Date with respect to any Causes of Action related to Debtors whose equity is transferred pursuant to such Third-Party Sale Transaction), and except as otherwise specifically provided in the Plan, each Releasing Party is deemed to have released and discharged each Debtor, Reorganized Debtor, and Released Party from any and all Causes of Action, whether known or unknown, including any derivative claims, asserted on behalf of the Debtors, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part: (i) the Debtors, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement; (ii) any Restructuring Transaction, contract, instrument, release, or other agreement or document (including providing a legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the Disclosure Statement, or the Plan; (iii) the Chapter 11 Cases, the Disclosure Statement, the Plan, the filing of the Chapter 11 Cases, the NRG Settlement, the Settled Claims, the LC Facility, Avoidance Actions, the Third-Party Sale Transactions, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement; or (iv) upon any other act, or omission, transaction, agreement, event, or other occurrence related to (i) to (iii) above taking place on or before the Effective Date, including without limitation, with respect to the Settled Claims and all matters related thereto; *provided* that, without limiting the releases in clauses (i), (ii) and (iii) above, the foregoing clause (iv) does not release any prepetition or postpetition liability of or to any NRG Parties, or any claims or defenses of any NRG Parties, arising from or incurred in the ordinary course of business of such NRG Parties, except to the extent such liability arises from or relates to the Settled Claims. Notwithstanding anything contained herein to the contrary, the foregoing release does not release any obligations of any party under the Plan or any document, instrument, or agreement executed to implement the Plan.

G. Exculpation

Effective as of the Effective Date, to the fullest extent permissible under applicable law and without affecting or limiting either the Debtor Release or the Third-Party Release, and except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from any Cause of Action for any claim related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the Settled Claims, the formulation, preparation, dissemination, negotiation, filing, or termination of the Restructuring Support Agreement and related prepetition transactions, the Disclosure Statement, the Plan, the Transition Services Agreement, the Plan Supplement, the NRG Settlement, or any Restructuring Transaction, contract, instrument, release or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Exculpated Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Disclosure Statement or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, except for claims related to any act or omission that is determined in a final order to have constituted actual fraud, willful misconduct, or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Exculpated Parties have, and upon completion of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of, and distribution of, consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

H. Injunction

Effective as of the Effective Date (or, as applicable, the Sale Closing Date), pursuant to section 524(a) of the Bankruptcy Code, to the fullest extent permissible under applicable law, and except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities that have held, hold, or may hold claims or interests that have been released, discharged, or are subject to exculpation are permanently enjoined, from and after the Effective Date (or, where applicable, the Sale Closing Date), from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties: (i) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests; (ii) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests; (iii) creating, perfecting, or enforcing any lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such claims or interests; (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or interests unless such

Entity has timely asserted such setoff right in a document filed with the Bankruptcy Court explicitly preserving such setoff, and notwithstanding an indication of a claim or interest or otherwise that such Entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (v) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests released or settled pursuant to the Plan.

I. Protection Against Discriminatory Treatment

In accordance with section 525 of the Bankruptcy Code, and consistent with paragraph 2 of Article VI of the United States Constitution, no Governmental Unit shall discriminate against any Reorganized Debtor, or any Entity with which a Reorganized Debtor has been or is associated, or deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to, condition such a grant to, discriminate with respect to such a grant against, the Reorganized Debtors, or another Entity with whom the Reorganized Debtors have been

associated, solely because such Reorganized Debtor was a Debtor under chapter 11, may have been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before such Debtor was granted or denied a discharge), or has not paid a debt that is dischargeable in the Chapter 11 Cases.

J. Reimbursement or Contribution

If the Bankruptcy Court disallows a Claim for reimbursement or contribution of an Entity pursuant to section 502(e)(1)(B) of the Bankruptcy Code, then to the extent that such Claim is contingent as of the Effective Date, such Claim shall be forever disallowed notwithstanding section 502(j) of the Bankruptcy Code, unless prior to the Effective Date (1) such Claim has been adjudicated as noncontingent, or (2) the relevant Holder of a Claim has filed a noncontingent Proof of Claim on account of such Claim and a Final Order has been entered determining such Claim as no longer contingent.

K. Document Retention

On and after the Effective Date, the Reorganized Debtors may maintain documents in accordance with their standard document retention policy, as may be altered, amended, modified, or supplemented by the Reorganized Debtors.

ARTICLE X
CONDITIONS PRECEDENT TO THE EFFECTIVE DATE

A. Conditions Precedent to Confirmation of the Plan.

It shall be a condition to Confirmation of the Plan that the following conditions shall have been satisfied or waived pursuant to Article X.C of the Plan:

1. the Bankruptcy Court shall have entered the Disclosure Statement Order;

2. the Bankruptcy Court shall have entered the Confirmation Order;

3. the Confirmation Order shall:

   (a) authorize the Debtors to take all actions necessary to enter into, implement, and consummate the contracts, instruments, releases, leases, indentures, and other agreements or documents created in connection with the Plan, including the Third-Party Sale Transactions;

   (b) decree that the provisions of the Confirmation Order and the Plan are nonseverable and mutually dependent;

   (c) authorize the Debtors and Reorganized Debtors, as applicable/necessary, to, among other things: (i) implement the Restructuring Transactions, including the NRG Settlement and the GenMA Settlement; (ii) issue and distribute the New Common Stock, including on account of any Management Incentive Plan, pursuant to the exemption from registration under the Securities Act provided by section 1145 of the Bankruptcy Code or other exemption from such registration or pursuant to one or more registration statements; (iii) make all distributions and issuances as required under the Plan, including the New Common Stock and, if applicable, the New Subordinated Notes; (iv) execute and deliver the New Exit Financing Documents and, if applicable, the New Subordinated Notes Documents, and to perform such person's obligations thereunder; and (v) enter into any agreements, transactions, and sales of property as set forth in the Plan Supplement and, if applicable, the Third-Party Sale Transaction Documents;

   (d) provide that, pursuant to section 1146 of the Bankruptcy Code, the assignment or surrender of any lease or sublease, and the delivery of any deed or other instrument or transfer order, in furtherance of, or in connection with the Plan, including any deeds, bills of sale, or assignments executed in connection with any disposition or transfer of assets contemplated under the Plan, shall not be subject to any stamp, real estate transfer, mortgage recording, or other similar tax; and

   (e) contain the release, injunction, and exculpation provisions contained in this Plan and the Restructuring Term Sheet.

4. the Restructuring Documents (as defined in the Restructuring Support Agreement) shall be in form and substance consistent with the approval provisions of the Restructuring Support Agreement; and

5. resolution of issues related to GenMA shall be consistent with the GenMA Settlement.

B. Conditions Precedent to the Effective Date.

It shall be a condition to the Effective Date that the following conditions shall have been satisfied or waived pursuant to Article X.C of the Plan:

1. the Confirmation Order shall have been duly entered;

2. the Debtors shall have obtained all authorizations, consents, regulatory approvals, rulings, or documents that are necessary to implement and effectuate the Plan, including FERC approval;

3. the final version of the Plan Supplement and all of the schedules, documents, and exhibits contained therein, and all other schedules, documents, supplements and exhibits to the Plan, shall be consistent with the Restructuring Support Agreement in all material respects, and shall have been filed in a manner consistent with the Restructuring Support Agreement;

4. all Allowed Professional Fee Claims and expenses of retained professionals required to be approved by the Bankruptcy Court shall have been paid in full or amounts sufficient to pay such fees and expenses after the Effective Date have been placed in the Professional Fee Escrow Account pending approval by the Bankruptcy Court;

5. all Restructuring Expenses shall have been paid in full;

6. if applicable, the Exit Financing shall have been consummated;

7. if applicable, the New Subordinated Notes shall have been issued;

8. all assets shall have been vested in the Reorganized Debtors as contemplated under the Plan, subject to any Third-Party Sale Transactions consummated prior to the Effective Date;

9. NRG shall not have claimed a Worthless Stock Deduction for tax year prior to the year of the Effective Date;

10. GenOn shall have provided the treatment to all undrawn letters of credit under the LC Facility and the Revolving Credit Facility as set forth in Article II.C and Article III, respectively;

11. GenOn shall have, with respect to all surety bonds currently provided by NRG on behalf of any of the Debtors or their non-Debtor subsidiaries, either (a) terminated and replaced such bonds, (b) established and funded an escrow with cash equal in amount to such then outstanding surety bonds

for the benefit of NRG, or (c) entered into indemnity or other arrangements that are acceptable to NRG in its sole discretion;

12. the GenMA Settlement shall have been consummated pursuant to definitive documentation consistent with the GenMA Settlement Term Sheet and otherwise satisfactory to the Debtors, the GenOn Steering Committee, NRG, the Owner Lessor Plaintiffs, GenMA, and the Governance Committee of the Board of Managers of GenMA;

13. the REMA-Related Proofs of Claim shall have been resolved to the satisfaction of the Debtors and the GenOn Steering Committee;

14. the Debtors shall have (a) completed the second phase of the now-pending marketing process in relation to any Third-Party Sale Transaction, and (b) consummated any Third-Party Sale Transaction arising directly from such second phase; *provided*, that subpart (b) shall not apply to the consummation of any Third-Party Sale Transaction that, in the Debtors' reasonable discretion, would be inconsistent with the Exit Structure, efficient tax planning, fiduciary duties, or other applicable law;

15. the Debtors shall have implemented the Restructuring Transactions in a manner consistent in all material respects with the Plan, the Plan Supplement, the Restructuring Support Agreement, and the Restructuring Transactions Memorandum; and

16. all conditions to consummation of the NRG Settlement Agreement (including payment of the NRG Settlement Payment and performance by NRG of all of its commitments under the NRG Settlement) must have been satisfied or waived by the Required Consenting Noteholders consistent with the approval rights set forth in the Restructuring Support Agreement.

C. Waiver of Conditions Precedent

The Debtors, with the consent of the Required Consenting Noteholders, and solely to the extent consistent with the approval rights set forth in the Restructuring Support Agreement, may waive any of the conditions to Confirmation or the Effective Date set forth in Article X.A or Article X.B of the Plan other than the requirement of Article X.A.6 and Articles X.B.10, 11 and 12 above (which shall require the consent of NRG) at any time without any notice to any other parties in interest and without any further notice to or action, order, or approval of the Bankruptcy Court, and without any formal action other than proceeding to confirm and consummate the Plan.

D. Substantial Consummation

"Substantial Consummation" of the Plan, as defined in section 1101(2) of the Bankruptcy Code, with respect to any of the Debtors, shall be deemed to occur on the Effective Date with respect to such Debtor.

E. Effect of Non-Occurrence of Conditions to Consummation

Except with respect to any Third-Party Sale Transactions consummated prior to the Effective Date, the NRG Settlement, and if the Effective Date does not occur with respect to any of Debtors, the Plan shall be null and void with respect to such Debtor, and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any Claims by or Claims against or Interests in such Debtors; (2) prejudice in any manner the rights of such Debtors, any Holders of a Claim or Interest, or any other Entity; or (3) constitute an admission, acknowledgment, offer, or undertaking by such Debtors, any Holders, or any other Entity in any respect; *provided*, *however*, that from and after the Confirmation Date, the Tax Matters Agreement, the Transition Services Agreement, the Cooperation Agreement, the Pension Indemnity Agreement, the Employee Matters Agreement, and the Settlement Agreement shall each be binding on the Debtors, NRG, and the Estates and enforceable in accordance with their terms.

ARTICLE XI
MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN

A. Modification of Plan

Subject to the limitations contained in the Plan and consistent with the approval rights set forth in the Restructuring Support Agreement, the Debtors reserve the right to modify the Plan and seek Confirmation consistent with the Bankruptcy Code and, as appropriate, not resolicit votes on such modified Plan. Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and those restrictions on modifications set forth in the Plan and the Restructuring Support Agreement, the Debtors expressly reserve their rights to alter, amend, or modify materially the Plan, one or more times, after Confirmation, and, to the extent necessary, may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan.

B. Effect of Confirmation on Modifications

Entry of the Confirmation Order shall constitute approval of all permitted modifications to the Plan occurring after the solicitation thereof pursuant to section 1127(a) of the Bankruptcy Code and a finding that such modifications to the Plan do not require additional disclosure or resolicitation under Bankruptcy Rule 3019.

C. Revocation or Withdrawal of the Plan

The Debtors reserve the right to revoke or withdraw the Plan before the Confirmation Date, consistent with the Restructuring Support Agreement. If the Debtors revoke or withdraw the Plan, or if Confirmation and, except with respect to any Third-Party Sale Transactions consummated prior to the Effective Date, Consummation does not occur, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of any Claim or Interest or Class of Claims or Interests), assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void; and (3) nothing contained in the Plan shall: (a) constitute a waiver or release of any Claims or Interests; (b) prejudice in any manner the rights of the Debtors or any other Entity, including the Holders of Claims; or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by the Debtors or any other Entity.

ARTICLE XII
RETENTION OF JURISDICTION

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

1. allow, disallow, determine, liquidate, classify, estimate, or establish the priority, secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Claim or Interest and the resolution of any and all objections to the secured or unsecured status, priority, amount, or allowance of Claims or Interests;

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

3. resolve any matters related to: (a) the assumption and assignment or rejection of any Executory Contract or Unexpired Lease to which a Debtor is a party or with respect to which a Debtor may be liable in any manner and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including Claims related to the rejection of an Executory Contract or Unexpired Lease, Cure Costs pursuant to section 365 of the Bankruptcy Code, or any other matter related to such Executory Contract or Unexpired Lease; (b) the Reorganized Debtors

amending, modifying, or supplementing, after the Confirmation Date, pursuant to Article V hereof, any Executory Contracts or Unexpired Leases to the list of Executory Contracts and Unexpired Leases to be assumed and assigned or rejected or otherwise; and (c) any dispute regarding whether a contract or lease is or was executory or expired;

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

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

6. adjudicate, decide, or resolve any and all matters related to any Causes of Action;

7. adjudicate, decide, or resolve any and all matters related to section 1141 of the Bankruptcy Code;

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

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

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

11. grant any consensual request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code;

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

13. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the settlements, compromises, discharges, releases, injunctions, exculpations, and other provisions contained in Article IX hereof and enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions;

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

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

16. determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order, or the Plan Supplement;

17. adjudicate any and all disputes arising from or relating to distributions under the Plan or any transactions contemplated therein;

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

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

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

21. hear and determine all disputes involving the existence, nature, or scope of the release provisions set forth in the Plan, including any dispute relating to any liability arising out of the termination of employment or the termination of any employee or retiree benefit program, regardless of whether such termination occurred before or after the Effective Date;

22. enforce all orders previously entered by the Bankruptcy Court;

23. hear any other matter not inconsistent with the Bankruptcy Code;

24. enter an order or Final Decree concluding or closing the Chapter 11 Cases; and

25. enforce the injunction, release, and exculpation provisions set forth in Article IX hereof.

ARTICLE XIII
MISCELLANEOUS PROVISIONS

A. Immediate Binding Effect

Subject to Article X.A hereof and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan and the Plan Supplement shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, and any and all Holders of Claims or Interests (irrespective of whether such Claims or Interests are deemed to have accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan or the Confirmation Order, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors. All Claims and debts shall be fixed, adjusted, or compromised, as applicable, pursuant to the Plan regardless of whether any Holder of a Claim or debt has voted on the Plan.

B. Additional Documents

On or before the Effective Date, and with the consent of the Required Consenting Noteholders, the Debtors may file with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan and the Restructuring Support Agreement. The Debtors or the Reorganized Debtors, as applicable, and all Holders of Claims and Interests receiving distributions pursuant to the Plan and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

C. Reservation of Rights

Except as expressly set forth in the Plan, the Plan shall have no force or effect unless the Bankruptcy Court has entered the Confirmation Order. None of the filing of the Plan, any statement or provision contained in the Plan, or the taking of any action by any Debtor with respect to the Plan, the Disclosure Statement, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the Holders of Claims or Interests prior to the Effective Date.

D. Successors and Assigns

The rights, benefits, and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign, Affiliate, officer, manager, director, agent, representative, attorney, beneficiaries, or guardian, if any, of each Entity.

E. Service of Documents

All notices, requests, and demands to or upon the Debtors to be effective shall be in writing (including by facsimile transmission) and, unless otherwise expressly provided in the Plan, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

If to the Debtors:

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

With copies to:

Kirkland & Ellis LLP
300 North LaSalle
Chicago, Illinois 60654
Facsimile: (312) 862-2200
Attention: David R. Seligman, P.C. and Steven N. Serajeddini
Email: david.seligman@kirkland.com, steven.serajeddini@kirkland.com

If to a Consenting GenOn Noteholder or the GenOn Steering Committee:

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, NY 10017
Facsimile: (212) 701-5800
Attention: Damian S. Schaible, Eli J. Vonnegut, Angela M. Libby
Email: damian.schaible@davispolk.com, eli.vonnegut@davispolk.com, angela.libby@davispolk.com

If to a Consenting GAG Noteholder or the GAG Steering Committee:

Quinn Emanuel Urquhart & Sullivan, LLP
51 Madison Avenue, 22nd Floor
New York, New York 10010
Facsimile: (212) 849-7100
Attention: Benjamin Finestone, Daniel Holzman, and K. John Shaffer
Email: benjaminfinestone@quinnemanuel.com, danielholzman@quinnemanuel.com, johnshaffer@quinnemanuel.com

If to NRG:

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

With copies to:

Baker Botts LLP
2001 Ross Avenue

Dallas, Texas 75201
Facsimile: (214) 953-6503

Attention: C. Luckey McDowell, Emanuel C. Grillo, and Ian Roberts
Email: luckey.mcdowell@bakerbotts.com, emanuel.grillo@bakerbotts.com, ian.roberts@bakerbotts.com

After the Effective Date, the Reorganized Debtors shall have the authority to send a notice to Entities that continue to receive documents pursuant to Bankruptcy Rule 2002 requiring such Entity to file a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Reorganized Debtors are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have filed such renewed requests.

F. Entire Agreement

Except as otherwise indicated, and without limiting the effectiveness of the Restructuring Support Agreement, the Plan supersedes all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

G. Plan Supplement Exhibits

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in the Plan. After the exhibits and documents are filed, copies of such exhibits and documents shall be made available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from http://dm.epiq11.com/genon or the Bankruptcy Court's website at www.txsb.uscourts.gov/bankruptcy. Unless otherwise ordered by the Bankruptcy Court, to the extent any exhibit or document in the Plan Supplement is inconsistent with the terms of any part of the Plan that does not constitute the Plan Supplement, such part of the Plan that does not constitute the Plan Supplement shall control. The documents considered in the Plan Supplement are an integral part of the Plan and shall be deemed approved by the Bankruptcy Court pursuant to the Confirmation Order.

H. Nonseverability of Plan Provisions

If, before Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (1) valid and enforceable pursuant to its terms; (2) integral to the Plan and may not be deleted or modified without the Debtors' or Reorganized Debtors' consent, as applicable, *provided*, that any such deletion or modification must be consistent with the Restructuring Support Agreement; and (3) nonseverable and mutually dependent.

I. Votes Solicited in Good Faith

Upon entry of the Confirmation Order, the Debtors will be deemed to have solicited votes on the Plan in good faith and in compliance with the Bankruptcy Code, and pursuant to section 1125(e) of the Bankruptcy Code, the Debtors and each of their respective Affiliates, agents, representatives, members, principals, shareholders, officers, directors, employees, advisors, and attorneys will be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale, and purchase of Securities offered and sold under the Plan and any previous plan, and, therefore, no such parties, individuals, or the Reorganized Debtors will have any liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on the Plan or the offer, issuance, sale, or purchase of the Securities offered and sold under the Plan and any previous plan.

J. Waiver or Estoppel

Each Holder of a Claim or an Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Interest should be Allowed in a certain amount, in a certain priority, Secured or not subordinated by virtue of an agreement made with the Debtors or their counsel, or any other Entity, if such agreement was not disclosed in the Plan, the Disclosure Statement, the Restructuring Support Agreement, or papers filed with the Bankruptcy Court prior to the Confirmation Date.

K. Closing of Chapter 11 Cases

The Reorganized Debtors shall, promptly after the full administration of the Chapter 11 Cases, file with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases.

[*Remainder of page intentionally left blank.*]

Dated: December 12, 2017

Respectfully submitted,

By: */s/ Mark A. McFarland*
Name: Mark A. McFarland
Title: Chief Executive Officer

Prepared by:

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Email: annelyse.gibbons@kirkland.com

Co-Counsel to the Debtors and Debtors in Possession

Exhibit 10.1

EXECUTION VERSION

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (this "Agreement") is entered into as of December 14, 2017 among and between NRG Energy, Inc. ("NRG") on behalf of itself and the NRG Parties, and GenOn Energy, Inc. ("GenOn") on behalf of itself and the Debtors. The NRG Parties and the Debtors are the "Parties" and each a "Party".

RECITALS

WHEREAS, prior to the Effective Date of the Plan, NRG is the holder of 100% of the equity interests in GenOn ("GenOn Interests") and a holder of claims under that certain Revolving Credit Agreement (as amended, modified or supplemented from time to time, the "Revolving Credit Facility"), dated December 12, 2012, among NRG, GenOn, and NRG Americas, Inc.

WHEREAS, NRG and GenOn are parties to that certain Services Agreement, dated as of December 20, 2012 (as amended, modified or supplemented from time to time, the "Services Agreement" and the services described therein, the "Shared Services"). NRG has continued to provide the Shared Services under the Services Agreement for the benefit of GenOn and its debtor and non-debtor subsidiaries (collectively, the "GenOn Group") during the Chapter 11 Cases (as defined below).

WHEREAS, certain holders of the GenOn Notes and the GAG Notes and Wilmington Trust Company, in its capacity as indenture trustee to the GenOn Notes, commenced an action pending in the Superior Court for the State of Delaware captioned as *Wilmington Trust Company et al. v. NRG Energy, Inc. and GenOn Energy, Inc.*, Case No. N16C-12-090 PRW CCLD (the "Noteholder Litigation") asserting certain claims against NRG, GenOn, and certain third parties, including without limitation certain officers and directors of NRG and GenOn.

WHEREAS, on June 8, 2017, certain owner-lessors (the "Owner Lessors") that are parties to the leveraged lease transactions with GenOn Mid-Atlantic, LLC ("GenMA") in respect of certain power plants located in Maryland commenced an action pending in the Supreme Court of the State of New York captioned as *Morgantown OL1 LLC et al. v. GenOn Mid-Atlantic, LLC et al.*, Index No. 653146/2017 (the "Leveraged Lease Action") asserting claims against GenMA, GenOn, NRG and certain subsidiaries thereof relating to, among other things, certain transfers and the allocation of service charges under the Services Agreement.

WHEREAS, on June 12, 2017, the Debtors entered into that certain Restructuring Support and Lock-Up Agreement (as amended, modified or supplemented from time to time, the "RSA") incorporating a Settlement Agreement Term Sheet (the "Settlement Term Sheet") with NRG and certain holders, investment advisors, or managers of discretionary accounts holding GenOn 7.875% Senior Notes due 2017, GenOn 9.50% Senior Notes due 2018, and GenOn 9.875% Senior Notes due 2020 (the "GenOn Notes") and/or GAG 8.50% Senior Notes due 2021 and GAG 9.125% Senior Notes due 2031 (collectively, the "GAG Notes") (each a "Consenting Noteholder" and collectively, the "Consenting Noteholders") and in the RSA, the parties agreed to pursue, subject to its terms, (1) the settlement and release of certain claims among the Parties (the "Settlement") and (2) the implementation of certain restructuring and recapitalization transactions with respect to the Debtors' capital structure, including the Debtors' respective obligations under the Revolving

Credit Facility, the GenOn Notes, and the GAG Notes (the "Restructuring") through the filing of chapter 11 bankruptcy cases.

WHEREAS, on June 14, 2017 (the "Petition Date"), in accordance with the RSA, each of the Debtors commenced a voluntary case (collectively, the "Chapter 11 Cases") under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101—1532 (the "Bankruptcy Code"), in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court");

WHEREAS, on June 29, 2017, the Debtors filed the *Joint Chapter 11 Plan Of Reorganization of GenOn Energy, Inc. and Its Debtor Affiliates* (Docket No. 141) (including all exhibits, appendices, and schedules thereto, as may be amended, modified, or supplemented from time to time, the "Plan");(1)

WHEREAS, the Consenting Noteholders' obligations in respect of the Settlement Term Sheet are set forth in the RSA and Plan;

WHEREAS, the Parties intend, through this Agreement, the Plan, and the order confirming the Plan (the "Confirmation Order") to fully and finally settle the disputes that currently exist between them, including without limitation the Settled Claims against NRG, GenOn, and certain of their respective officers and directors.

AGREEMENTS

NOW, THEREFORE, in consideration of the promises and agreements contained herein, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Agreement Effective Date. This Agreement shall become effective and binding upon each of the Parties on the date on which each of the conditions in Section 2 of this Agreement has been satisfied or waived (the "Agreement Effective Date").

2. Conditions to Agreement Effective Date. Each of the following shall be a condition to the Agreement Effective Date unless (1) such condition has been waived in writing by all Parties (for the avoidance of doubt, the condition in Section 2.I. below) or (2) GenOn has received and accepted the Settlement Payment described in Section 4.D below following consummation of a GenMA Settlement, which receipt and acceptance shall be deemed a waiver of the conditions set forth at below (*provided* that GenOn shall have no obligation to accept the Settlement Payment if any of the conditions set forth below (other than in Section 2.I) have not been met or if NRG is in breach of any of the agreements listed in Sections 2.C through 2.F below or any Buyer Transition Services Agreement):

A. The Confirmation Order, which, among other things, shall authorize the Debtors' execution, delivery and performance of their obligations under this Agreement and the transactions contemplated hereby, or an order authorizing the Debtors to execute, deliver,

and perform their obligations

(1) Capitalized terms used but not defined in this Agreement shall have the meaning ascribed to such terms in the Plan.

under this Agreement pursuant to Bankruptcy Rule 9019 shall have been entered by the Bankruptcy Court and shall have become a Final Order;

B. either the Plan Effective Date shall have occurred or the GenMA Settlement shall have been consummated;

C. NRG and GenOn shall have executed and delivered to one another the Pension Indemnity Agreement, in form and substance reasonably acceptable to the GenOn Steering Committee, which shall be in full force and effect;

D. NRG and GenOn shall have executed and delivered to one another the Tax Matters Agreement, in form and substance reasonably acceptable to the GenOn Steering Committee, which shall be in full force and effect;

E. NRG and GenOn shall have executed and delivered to one another the Transition Services Agreement, in form and substance reasonably acceptable to the GenOn Steering Committee, which shall be in full force and effect;

F. NRG and GenOn shall have executed and delivered to one another the Cooperation Agreement, in form and substance reasonably acceptable to the GenOn Steering Committee, which shall be in full force and effect;

G. NRG and GenOn shall have communicated to their respective executives and employees that NRG's and GenOn's intent is to successfully assist with GenOn's separation and implementation of the Plan negotiated by the parties (with such communication drafted jointly by NRG and GenOn);

H. NRG shall have provided to the GenOn Steering Committee a ledger of distributions made by and out of REMA to NRG or its affiliates for the period December 14, 2012, through the Confirmation Date (the "REMA Ledger");

I. (1) ordinary-course trade payables owed by direct or indirect wholly-owned non-Debtor subsidiaries of GenOn to NRG (or its non-Debtor subsidiaries that are not subsidiaries of Debtors) as of the date of this Agreement shall have been paid or otherwise satisfied in full and (2) NRG (and its non-Debtor subsidiaries that are not subsidiaries of Debtors) shall have obtained releases from each direct or indirect wholly-owned non-Debtor subsidiary of GenOn, in each case consistent with the releases set forth in Section IX.E. of the Plan; and

J. NRG shall have made available to GenOn the Services Credit.

3. NRG Claims.

A. Upon the occurrence of the Plan Effective Date, in addition to Claims relating to letters of credit, the Revolving Credit Agreement, and surety bonds provided or guaranteed by NRG for the benefit of any of the Debtors or their non-Debtor subsidiaries—the treatment of which is set forth in the Plan—NRG shall be entitled to an Allowed Other Secured Claim in an amount equal to $2.0 million on account of cash-collateralized hedging obligations (which amount may be paid in the ordinary course pursuant to the relief obtained related to the Debtors' motions filed on the Petition Date).

B. Upon the Plan Effective Date, NRG's Proof of Claim (Claim No. 1198) shall be deemed withdrawn with prejudice and expunged, without further notice to or action, order or approval of, NRG or the Bankruptcy Court.

C. All other prepetition Claims that NRG has asserted against the Debtors shall be disallowed and expunged, without further notice to or action, order, or approval, of NRG or the Bankruptcy Court and, notwithstanding anything to the contrary in the Plan or Confirmation Order, all prepetition claims and Causes of Action of the Debtors and non-Debtor subsidiaries that are Releasing Parties against the NRG Parties and their respective affiliates and subsidiaries are hereby released such that clause (a) of the last sentence of Article IX.E of the Plan shall not apply in respect of any contractual obligation owed by any of the NRG Parties or their respective affiliates and subsidiaries.

D. All postpetition ordinary-course claims between (i) the NRG Parties and their non-Debtor subsidiaries and affiliates (excluding Debtor subsidiaries) and (ii) the Debtors will be preserved and settled in the ordinary course. Ordinary-course trade payables owed by non-Debtor subsidiaries of the Debtors to NRG or its non-Debtor subsidiaries (other than subsidiaries of Debtors) will be paid in the ordinary course (and no later than December 31, 2017, subject to diligence by the GenOn Steering Committee and any requisite board or committee of directors).

4. GenMA Resolution and Settlement.

A. Upon consummation of the GenMA Settlement on terms consistent with the term sheet filed within the Plan Supplement as Exhibit O, (i) NRG shall contribute a GenMA Resolution LC (as defined below) of $37.5 million plus 65% of professional fees due under the GenMA Settlement and not paid by GenMA, and (ii) GenOn shall contribute $20 million of cash plus 35% of such professional fees.

B. NRG will contribute by causing a third-party bank to issue a letter of credit in favor of the Owner Lessors for the duration of the GenMA leveraged

leases (a "GenMA Resolution LC"), the funding of which will be in accordance with the ratios described in Section 4.A. Any draw on a GenMA Resolution LC will give rise to a claim of NRG against GenMA for reimbursement of the amount of such draw (including any related fees and expenses), which claim shall be subordinated to GenMA's obligations to the Owner Lessors.

C. 65% of any distributions from GenMA to GenOn (or any of its direct or indirect subsidiaries), whether as permitted by or in violation of the GenMA leveraged lease documents (each such distribution, a "GenMA Distribution") shall be placed in an escrow account (the "GenMA Escrow").(2) To the extent such distributions are placed in the GenMA Escrow, they shall be released to NRG upon demand by NRG up to the amount of any draw on the GenMA Resolution LC. The proceeds of any sale of GenMA equity interests (a "GenMA Sale") shall inure to the sole benefit of GenOn, provided that the purchaser assumes the restrictions on GenMA Distributions and GenMA Sales set forth in this paragraph. If, however, at the election of GenOn and such purchaser, the purchaser does not assume such restrictions, then GenOn shall instead place 65% of the proceeds of such GenMA Sale in the GenMA Escrow. For the avoidance of doubt, GenOn (and its successors) shall under no circumstances be obligated to thus apply proceeds of a GenMA Distribution or a GenMA Sale at any time in excess of the outstanding GenMA Resolution LC. When a GenMA Resolution LC expires without having been drawn, any amounts held in the GenMA Escrow shall be released to GenOn by NRG or any other party holding such amounts, solely to the extent that the GenMA Escrow balance exceeds the amount of the outstanding GenMA Resolution LC. If multiple entities among GenOn, its successors and their subsidiaries have contributed distributions or sale proceeds to the GenMA Escrow under this paragraph at the time that a GenMA Resolution LC expires, then such entities shall receive released amounts (if any) according to the order in which such entities had contributed such distributions or sale proceeds to the GenMA Escrow.

D. Upon the earlier of the consummation of the GenMA Settlement or the Plan Effective Date, NRG shall make a cash payment to GenOn or such other payee(s) as agreed upon by the Debtors and the GenOn Steering Committee (the "NRG Settlement Payment") in the amount equal to (i) $261.3 million *minus* (ii) the sum of (a) $126,651,082.39 (which includes all prepetition accrued and unpaid interest at the non-default contract rate, fees and expenses under the Revolving Credit Agreement) *plus* (b) all postpetition accrued and unpaid interest (calculated at the non-default contract rate), fees

(2) GenOn, its successors and their direct or indirect subsidiaries may, at their election, satisfy the restrictions on GenMA Distributions and GenMA Sales set forth in this paragraph by defeasing the GenMA Resolution LC by means other than the GenMA Escrow, in which case the provisions of this paragraph regarding the GenMA Escrow shall apply *mutatis mutandis* to the alternative means.

and expenses under the Revolving Credit Agreement; *plus* (c) the aggregate amount of all unreimbursed obligations in respect of letters of credit under the Revolving Credit Agreement that are drawn on or after the Petition Date and remaining outstanding as of the Agreement Effective Date; *plus* (d) any other amounts owed to NRG under the Revolving Credit Agreement as of the Agreement Effective Date (the amounts identified in clauses (a), (b), (c), and (d) hereof are, collectively, (the "Credit Agreement Claims"); *provided that* no setoff will be allowed for undrawn letters of credit issued under the Revolving Credit Agreement to the extent that such letters of credit have been: (i) cancelled and replaced with new letters of credit and returned to NRG; (ii) deemed to have been issued as letters of credit under the New Exit Credit Facility pursuant to terms and conditions satisfactory to NRG, the issuing bank under such letters of credit, and the Lender Parties; or (iii) continued pursuant to other arrangements satisfactory to NRG at such time. For the avoidance of doubt, on the Plan Effective Date, NRG's Revolving Credit Facility Claims will receive the treatment provided for in Article III of the Plan to the extent such Claims have not been satisfied, including through setoff against the $261.3 million as described in this Section 4.D.

E. If the RSA is terminated prior to NRG making the NRG Settlement Payment, the parties' rights with respect to the claims (1) related to GenMA and (2) described in Section 6.A below, and any related defenses and rights of the NRG Parties, shall be preserved and retained in all respects.

5. Services.

A. In the event that GenOn terminates all of the Shared Services (as defined in the Transition Services Agreement) (other than with respect to General IT Services, as defined in the Transition Services Agreement) prior to September 30, 2018 on the terms set forth in the Transition Services Agreement, GenOn shall earn from NRG an amount equal to the sum of $1.0 million per month for every month (including a pro-rated amount for any partial month) terminated prior to September 30, 2018 (such amount, the "Early Transition Payment"), which amount shall be credited against amounts (if any) due for Services or otherwise paid in cash.

B. NRG will (i) offset, dollar for dollar, all cash obligations paid by GenOn on account of the 1000 Main Lease (as defined in the Transition Services Agreement) against NRG's receivables for Services for the duration of the 1000 Main Lease and (ii) reimburse GenOn for all cash obligations paid by GenOn on account of the 1000 Main Lease that are not set off against NRG's receivables for Services; *provided*, *however*, that any income attributable to space subleased under the 1000 Main Lease will reduce such offset or reimbursement, to the benefit of NRG; *provided further*, that, in the event that GenOn suffers any actual damages associated with the 1000 Main Lease, NRG shall indemnify GenOn for any and all such damages.

6. Releases. Upon GenOn's receipt and acceptance of the Settlement Payment described in Section 2.B of this Agreement, and for the consideration delivered pursuant to this Agreement and as set forth in the RSA and the transactions contemplated thereby, each of the Debtors, their estates and the NRG Parties agree that:

A. Each of the Releasing Parties hereby releases each of the Released Parties (as defined in the Plan) from any and all Causes of Action, arising from, in connection with, or relating in any way to (i) the Settled Claims (including without limitation against NRG, GenOn, and certain of their directors and officers), (ii) the Restructuring or the Restructuring Transactions or (iii) the Chapter 11 Cases, arising from the beginning of time through the Agreement Effective Date. For all purposes of this Agreement, "Releasing Parties" includes the Estates.

B. Without limiting the force and effectiveness of the releases in this Agreement, the releases set forth herein shall be complementary to, and operate in conjunction with, the releases, discharge, exculpations, and injunctions set forth in Article IX of the Plan upon the occurrence of the Plan Effective Date.

C. For the avoidance of doubt, the release of the Parties shall not include any Causes of Action (i) arising from any breach of this Agreement or any documents or agreements executed in connection herewith, including without limitation, the Cooperation Agreement, the Pension Indemnity Agreement, the Employee Matters Agreement, the Transition Services Agreement, or the Tax Matters Agreement (ii) based on acts or omissions from and after the Agreement Effective Date, or (iii) related to postpetition ordinary course intercompany claims for amounts due to GenOn, NRG or any of their respective affiliates and subsidiaries, including for sales of power and generation capacity.

D. To the extent that each is able to control the actions of its direct or indirect wholly-owned non-Debtor subsidiaries and to the fullest extent permitted by applicable law, the Debtors and Reorganized Debtors (including their successors in interest and any Liquidating Trust created pursuant to the Plan) shall cause each of such direct or indirect wholly-owned non-Debtor subsidiaries and their successors in interest to not assert any Cause of Action of any kind or nature that could have been or could be asserted against the NRG Parties with respect to acts or failure to act that occurred prior to the Agreement Effective Date. The NRG Parties shall not assert any Cause of Action of any kind or nature that could have been or could be asserted against such direct or indirect wholly-owned non-Debtor subsidiaries of the Debtors and Reorganized Debtors with respect to acts or failures to act that occurred prior to the Agreement Effective Date.

7. Dismissal of Noteholder Litigation. Each of GenOn and the NRG Parties acknowledge that section IV.F. of the Plan governs dismissal of the Noteholder Litigation.

8. California Civil Code Section 1542. In reaching this Agreement, the Parties (a) represent, warrant, and acknowledge, that each of them has been fully advised by counsel of the contents of Section 1542 of the Civil Code of the State of California and (b) expressly waive the benefits thereof and any rights that the Parties may have thereunder. Section 1542 of the Civil Code of the State of California provides as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The Parties acknowledge that each of them may hereafter discover claims or facts in addition to or different from those which they now know or believe to exist with respect to the subject matter of the releases that, if known or suspected at the time of executing the releases, may have materially affected this settlement. Nevertheless, each of the Parties waives any right, claim or cause of action that might arise as a result of such different or additional claims or facts. Each of the Parties acknowledges that it understands the significance and consequence of the releases given and specifically waives any legal principle that limits general releases to known claims only, such as California Civil Code Section 1542.

9. Representations of NRG. NRG represents, warrants, covenants, and agrees for the benefit of the other Parties hereto that as of the Agreement Effective Date:

A. The REMA Ledger provided by NRG to GenOn as set forth in Section 2.H of this Agreement is complete and accurate.

B. NRG has no knowledge of (i) any distributions made by or out of REMA other than as provided in the REMA Ledger or (ii) any claims or notices of breach or default of the leveraged leases at REMA or claims or notices relating to any tax indemnity agreement, through the Agreement Effective Date.

C. Neither GenOn nor any of its subsidiaries (other than, respectively, subsidiaries of REMA and subsidiaries of GenMA) has guaranteed any obligations of REMA or GenMA.

D. To NRG's knowledge, the "Facility Lessee's tax representations" set forth at Section 4 of each of REMA's Tax Indemnity Agreements and the "Lessee's tax representations" set forth at Section 4 of each of GenMA's Tax Indemnity Agreements are each true and correct as of the Agreement Effective Date.

E. From December 14, 2012, through the date of this Agreement, REMA has not made distributions in reliance on a "Fixed Charge Coverage Ratio" calculation under any of its Participation Agreements and Facility Lease Agreements.

F. REMA has provided "Qualifying Credit Support" from December 14, 2012, through the date of this Agreement under each of its Participation Agreements and Facility Lease Agreements through the means, from the providers and in the amounts set forth in information provided to GenOn on or before the date of this Agreement.

G. NRG or its authorized representative has read and fully understands this Agreement and it has the requisite competence, power, and authority to enter into this Agreement and to perform the obligations hereunder.

H. NRG has the requisite power and authority to enter into this Agreement on behalf of the NRG Parties and to bind them to their releases hereunder.

I. The execution and delivery of this Agreement and the performance by NRG of its obligations do not and will not contravene or conflict with any provision of law.

J. The Recitals set forth in this Agreement are true and correct in all respects.

K. This Agreement constitutes the NRG Parties' legal, valid, and binding obligations and is enforceable in accordance with its terms.

L. NRG shall make a cash reimbursement payment to GenOn, if any, as required in satisfaction of all cash obligations due in 2017 and 2018, in each case, with regard to the NRG Pension Plans (as defined in the Pension Indemnity Agreement) on behalf of GenOn and any of its direct or indirect subsidiaries.

10. Representations of the Debtors. Each of the Debtors represents, warrants, covenants and agrees, jointly and severally with every other Debtor for the benefit of the other Parties hereto, that:

A. its authorized representative has read and fully understands this Agreement and it has the requisite competence, power, and authority to enter into this Agreement and to perform the obligations hereunder;

B. the execution and delivery of this Agreement and the performance by such Debtor of its obligations do not and will not contravene or conflict with any provision of law;

C. the Recitals set forth in this Agreement are true and correct in all respects;

D. it shall sign and deliver all further documents, writings, or agreements, if any, reasonably requested by a Party necessary or appropriate to effectuate or implement this Agreement; and

E. this Agreement constitutes such Debtor's legal, valid, and binding obligations and is enforceable in accordance with its terms subject only to the approval of this Agreement by the Bankruptcy Court.

11. No Admissions. This Agreement, and the negotiation thereof, shall in no way constitute, be construed as, or be evidence of an admission or concession of any violation of any statute or law; of any fault, liability, or wrongdoing; or of any infirmity in the claims or defenses of the Parties with regard to any of the complaints, claims, allegations, or defenses asserted or that could have been asserted in connection with the subject matter of this Agreement or the disputes described herein. This Agreement shall not be used, directly or indirectly, in any way, in litigation or other proceedings between the Parties, and this Agreement shall not be admissible as evidence in any legal proceeding between the Parties, other than in litigation or a proceeding to enforce the terms of this Agreement.

12. Amendments. This Agreement may not be modified, amended, or supplemented without the prior written consent of the Debtors (and, after the Effective Date, the Reorganized GenOn Board) and NRG.

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

A. For notices to NRG:

NRG Energy, Inc.
804 Carnegie Center
Princeton, New Jersey 08540
Attention: Brian Curci, Esq., Corporate Secretary
Email: brian.curci@nrg.com.

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

Baker Botts LLP
2001 Ross Avenue
Dallas, Texas 75201
Facsimile: 214.953.6503
Attention: C. Luckey McDowell, Esq.
Emanuel C. Grillo, Esq.
Ian E. Roberts, Esq.

Email: luckey.mcdowell@bakerbotts.com;
emanuel.grillo@bakerbotts.com;

ian.roberts@bakerbotts.com.

B. For notices to the Debtors:

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

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

Kirkland & Ellis LLP
300 North LaSalle Street
Chicago, Illinois 60654
Facsimile: 312.862.2200
Attention: David R. Seligman, P.C.
Steven N. Serajeddini, Esq.
AnnElyse Scarlett Gibbons, Esq.
Email: david.seligman@kirkland.com;
steven.serajeddini@kirkland.com;
annelyse.gibbons@kirkland.com.

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

15. Specific Performance/Remedies. It is understood and agreed by the Parties that money damages would not be a sufficient remedy for any breach of this Agreement by any Party and each non-breaching Party shall be entitled to seek specific performance and injunctive or other equitable relief (including attorneys' fees and costs) as a remedy for any such breach, in addition to any other remedy to which such non-breaching Party may be entitled, at law or equity, without the necessity of proving the inadequacy of money damages as a remedy, including an order of the Bankruptcy Court or the Chosen Courts requiring any Party to comply promptly with any of its obligations hereunder. Each Party agrees to waive any requirement for the securing or posting of a bond in connection with such remedy.

16. No Discharge. The Debtors acknowledge and agree, and shall not dispute, that the giving of any notice in accordance with this Agreement by any of the other Parties shall not be a

violation of any discharge granted pursuant to section 1141 of the Bankruptcy Code or the terms of the Plan (and the Debtors hereby waive, to the greatest extent possible, the applicability of such discharge to the giving of such notice), and the other Parties are hereby authorized to take any steps necessary to enforce this Agreement notwithstanding section 1141 of the Bankruptcy Code or any other applicable law, and no cure period contained in this Agreement shall be extended without the prior written consent of the other Parties.

17. Negotiation and Drafting; Voluntary Execution; Disclaimer of Reliance. Each Party to this Agreement represents, warrants, and acknowledges to the other Parties hereto that:

A. this Agreement was drafted jointly by the Parties;

B. this Agreement is the result of arm's length negotiations between the Parties;

C. such Party is entering into this Agreement with full knowledge of any and all rights that the Parties may have;

D. such Party has consulted with such Party's own attorneys and fully understands the terms hereof;

E. such Party has received, or has had made available to it, all information necessary to make an informed judgment concerning the Agreement;

F. such Party has received legal advice from such Party's own attorneys regarding the advisability of entering into the settlement provided for herein and is voluntarily executing this Agreement;

G. in negotiating and entering into this Agreement, such Party has not relied on, and has not been induced by, any representation, warranty, statement, estimate, communication, or information, of any nature whatsoever, whether written or oral, by, on behalf of, or concerning the other Party or any agent of the other Party, or otherwise, except as expressly set forth in this Agreement, and no such representations have been made;

H. such Party expressly disclaims reliance upon any communication or information, whether written or oral, between or among the Parties at any time prior to and during the negotiation and execution of this Agreement; and

I. such Party affirmatively represents and acknowledges that it is relying solely on the express terms contained within this Agreement.

18. Successors and Assigns. The obligations and duties in this Agreement may not be assigned or transferred absent written consent of NRG and GenOn, unless specifically stated otherwise. This Agreement shall be binding upon the Parties hereto and their respective affiliates, successors and assigns.

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

20. Remedies Cumulative. All rights, powers, and remedies provided under this Agreement or otherwise available in respect hereof at law or in equity shall be cumulative and not alternative, and the exercise of any right, power, or remedy thereof by any Party shall not preclude the simultaneous or later exercise of any other such right, power, or remedy by such Party.

21. Further Assurances. Subject to the other terms of this Agreement, the Parties agree to execute and deliver such other instruments and perform such acts, in addition to the matters herein specified, as may be reasonably appropriate or necessary, or as may be required by order of the Bankruptcy Court, from time to time, to effectuate and implement the terms of this Agreement and the Restructuring, as applicable.

22. Complete Agreement. This Agreement, together with the agreements identified in Sections 2.C through 2.F, above constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral, or written, among the Parties with respect thereto, except as may be provided or complemented in the Plan. In the event of any inconsistency between this Agreement and the Cooperation Agreement, Pension Indemnity Agreement, Employee Matters Agreement, Tax Matters Agreement, or Transition Services Agreement (collectively, the "Separation Agreements"), as applicable, with respect to the subject matter or terms of each of the foregoing, the applicable Separation Agreement shall govern.

23. Headings. The headings of all sections of this Agreement are inserted solely for the convenience of reference and are not a part of and are not intended to govern, limit, or aid in the construction or interpretation of any term or provision hereof.

24. Interpretation and Rules of Construction. This Agreement is the product of negotiations among the Parties, and in the enforcement or interpretation hereof, is to be interpreted in a neutral manner, and any presumption with regard to interpretation for or against any Party by reason of that Party having drafted or caused to be drafted this Agreement, or any portion hereof, shall not be effective in regard to the interpretation hereof. The Parties were each represented by counsel during the negotiations and drafting of this Agreement and continue to be represented by counsel. In addition, this Agreement shall be interpreted in accordance with section 102 of the Bankruptcy Code.

25. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument.

[Signature Pages to Follow]

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

NRG ENERGY, INC.

By: /s/ Gaetan Frotte
Name: Gaetan Frotte
Title: Senior Vice President and Treasurer

GENON ENERGY, INC.

By: /s/ Mark A. McFarland
Name: Mark A. McFarland
Title: Chief Executive Officer

Exhibit 10.2

EXECUTION VERSION

Transition Services Agreement

This Transition Services Agreement (this "Agreement") dated as of December 14, 2017 (the "Effective Date"), is by and between GenOn Energy, Inc. ("Company") and NRG Energy, Inc. ("Provider").

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

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

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

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

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

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

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

ARTICLE I

DEFINITIONS

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

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

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

"Agreement" has the meaning set forth in the preamble.

"Assets" has the meaning set forth in Section 4.15.

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

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

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

"Company" has the meaning set forth in the preamble.

"Company Group Party" has the meaning set forth in Section 2.4(a).

"Company Representative" has the meaning set forth in Section 2.1(f).

"Company Systems" has the meaning set forth in Section 4.4(a).

"Confidential Information" has the meaning set forth in Section 4.5(b).

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

(a)(i) in the case of a corporation, more than 50% of the outstanding voting securities thereof; (ii) in the case of a limited liability company, partnership, limited partnership or venture, the right to more than 50% of the distributions therefrom (including liquidating distributions); (iii) in the case of a

trust or estate, including a business trust, more than 50% of the beneficial interest therein; and (iv) in the case of any other entity, more than 50% of the economic or beneficial interest therein; or

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

"Data" means all data, reports and other materials or intellectual property that are or were received, processed or stored for Company by Provider or created by Provider in or pursuant to its performance of the Services under this Agreement or the Existing Services under the Existing Services Agreement, but excluding data, intellectual property or materials that are created by Provider that do not relate to the Company.

"Disclosing Party" has the meaning set forth in Section 4.5(b).

"Effective Date" means the date which is the later of (i) the date on which both Parties have signed the Agreement; and (ii) the confirmation of the Plan.

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

"Emergence Period" means the period from the Emergence through the date that is the second monthly anniversary following the Emergence.

"Emergency" means a sudden or unexpected event that (a) causes, or risks causing, damage to the Company power generation facilities or other property or injury to any Person and (b) is of such a nature that Provider must, in its reasonable discretion in accordance with Prudent Industry Practices, take immediate action.

"Employee Benefits Transition Costs" means the reasonable costs to NRG of the Employee Benefits Transition Coverage.

"Employee Benefits Transition Coverage" means, if requested by the Company, (i) if Emergence occurs prior to March 1, 2018, coverage under Provider's health and welfare plans for employees of the Company for the period from Emergence until March 1, 2018, and (ii) prescription drug coverage under Provider's prescription drug plans for employees of the Company for up to the earlier of (x) 90 days after Emergence and (y) December 31, 2018.

"End Date" has the meaning set forth in Section 2.1(b).

"Existing Services" has the meaning set forth in the recitals.

"Existing Services Agreement" has the meaning set forth in the recitals.

"Extended IT Services" means plant network transition, plant telecom (voice and data), and data transition services.

"Financing Support Services" has the meaning set forth in Section 2.1(a).

"Force Majeure" means any cause beyond the reasonable control of a Party, including the following causes (unless they are within such Party's reasonable control): (a) floods, earthquakes, landslides, storms, snowstorms and ice storms (including freezing of facilities or equipment), tornadoes, hurricanes, dust storms, lightning, fire, explosions, perils of sea, epidemics, pestilences and other acts of God, in each case solely to the extent such events are major disasters; (b) strikes, lockouts or other labor disputes; (c) labor or material shortages; (d) failure or breakdown of facilities or equipment from any other cause not specifically listed herein, provided that such failure or breakdown is not caused by the failure of the Party claiming Force Majeure to operate and maintain those facilities or equipment in accordance with this Agreement; (e) wars (regardless of whether declared), embargoes, blockades and others acts of the public enemy; (f) revolutions, civil wars, civil disturbances, civil disobedience, insurrections, riots, assassinations and ethnic and religious strife; (g) sabotage, terrorism and threats thereof; (h) political developments, elections and changes of government; and (i) acts of Governmental Authorities, including the following: adoption, issuance, amendment, interpretation or repeal of Laws; failures to grant licenses, certificates, permits, orders, approvals, determinations and authorizations from Governmental Authorities having valid jurisdiction; restraints; expropriations, requisitions, confiscations, condemnations and other takings; export or import restrictions; closing of ports, airports, terminals, roadways, waterways, rail lines, telecommunications systems or other facilities or systems; impositions of martial law; and rationing or allocation schemes (whether imposed by Governmental Authorities or by business in cooperation with Governmental Authorities). Notwithstanding anything contained in this definition, a Party's lack of finances shall not constitute Force Majeure.

"Form of Third Party TSA" has the meaning set forth in Section 4.15.

"General IT Services" means IT infrastructure, including plant network transition, plant telecom (voice and data), data transition, hosting of applications and software systems and support for end users provided from the Effective Date through the End Date.

"General Separation Services" has the meaning set forth in Section 2.1(a).

"General Support Termination Date" has the meaning set forth in Section 3.1.

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

"Governmental Order" has the meaning set forth in Section 4.5(d).

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

"Monthly Fee" means, per month and in each case prorated for any partial periods in respect of (a) the first month in which the Services are provided or (b) any Terminated Service: (i) during the Emergence Period, $0, and (ii) for any other month, (A) $7,000,000, *less* (B) the "Cost Reduction Amount" set forth on Schedule A with respect to any Terminated Service, *less* (C) $725,369.66 in respect of the 1000 Main Lease through October 31, 2018. In no event will Provider charge the Company for services under (x) the Restructuring Support Agreement and the Existing Services Agreement, on the one hand, and (y) this Agreement, on the other hand, for the same period of time.

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

"Permitted Candidate" has the meaning set forth in Section 4.8.

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

"Personal Information" has the meaning set forth in Section 4.17.

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

"Plant Level Pass-Through Services" means the utility and other services provided by NRG to the plants owned by the Company in accordance with such plant's budget, which services and expenses are set forth on Schedule D.

"Plant Level Pass-Through Expenses" means the actual costs (not including overhead) allocated to the Company for the Plant Level Pass-Through Services.

"Prevailing Party" means the Party, as determined by mutual agreement between the Parties, or the Party determined by a court or arbiter or other official presiding over a dispute between the Parties to be the Prevailing Party, which shall be determined by the evaluation of the amount of net recovery, the issues

disputed by the Parties, and whether the amount of recovery comprises a significant percentage of the amount sought by the Party making the claim for recovery.

"Privacy Laws" has the meaning set forth in Section 4.17.

"Prospective Buyer" has the meaning set forth in Section 4.15.

"Provider" has the meaning set forth in the preamble.

"Provider Group Party" has the meaning set forth in Section 2.4(b).

"Provider Representative" has the meaning set forth in Section 2.1(e).

"Prudent Industry Practices" means those practices, methods, standards and acts (including those engaged in or approved by a significant portion of the independent power producers in the same or comparable region(s) in which the Services are being provided) that at a particular time in the exercise of good judgment and in light of the facts known at the time the decision was made, could reasonably have been expected to accomplish the desired result in a manner consistent with Applicable Law, applicable Permits, equipment manufacturers' recommendations, reliability, safety and expedition; provided, however, that Prudent Industry Practices are not necessarily defined as the optimal standard practice method or act to the exclusion of others, but rather refer to a range of actions at reasonable cost and otherwise reasonable under the circumstances.

"Receiving Party" has the meaning set forth in Section 4.5(b).

"Reimbursable Employee Expenses" means time-based bonuses in an amount up to $3 million, in the aggregate, paid by Provider or its Affiliates to their respective employees who are providing services to Company as of the Effective Date, payable through the end date of such Person's employment; *provided* that the individual employees selected for such bonuses and corresponding amounts shall be agreed to by Company and Provider prior to the date of this Agreement.

"Reimbursable Expenses" means reasonable out-of-pocket, non-Affiliate third party expenses that and are actually incurred by Provider or its Affiliates in connection with the provision of the Services pursuant to this Agreement and are either Reimbursable Employee Expenses or relate to (a) the Restructuring Sale Process, (b) any financing process or transaction that is undertaken prior to the Company's Emergence, and/or (c) any General Separation Services, and provided that (i) "Reimbursable Expenses" shall include only amounts spent with respect to Company and its Affiliates and the performance of the Services described in the preceding clauses (a)-(c) and shall not include expenses incurred attributable to or for the benefit of Provider or its Affiliates, (ii) "Reimbursable Expenses" shall only include amounts if such amounts or category of expenditures have been pre-approved by Company in writing unless, (A) Company unreasonably withholds, delays or conditions consent with respect to any costs incurred in connection with an Emergency, or (B) such expenses are Reimbursable Employee Expenses and (iii) "Reimbursable Expenses" shall not include any expenses relating to the hiring or retention by Provider or any of its Affiliates, directly or indirectly, of any employees, consultants or other independent contractors or the payment of any such Person or any expenses relating to the Shared Services.

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

"Restructuring Sale Process" has the meaning set forth in Section 4.15.

"Restructuring Support Agreement" has the meaning set forth in the recitals.

"Sale Support Services" has the meaning set forth in Section 2.1(a).

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

"Service" or "Services" has the meaning set forth in Section 2.1(a).

"Service Term" has the meaning set forth in Section 3.2(c).

"Services" has the meaning set forth in Section 2.1(a).

"Services Credit" has the meaning set forth in Section 2.1(d).

"Services Fee" has the meaning set forth in Section 2.1(d).

"Settlement Agreement" means the Settlement Agreement and Release between NRG and GenOn dated December 14, 2017, as may be amended from time to time.

"Shared Services" has the meaning set forth in Section 2.1(a).

"Standard of Care" has the meaning set forth in Section 2.1(a).

"Subcontractors" has the meaning set forth in Section 4.9.

"Tax" and "Taxes" means all net or gross income, gross receipts, net proceeds, sales, use, ad valorem, value added, goods and services, consumption, harmonized sales, franchise, margin, levies, imposts, capital, capital gains, bank shares, withholding, payroll, employer health, real property, personal property, customs duties, employment, excise, property, deed, stamp, alternative, net worth or add-on minimum, environmental or other taxes, assessments, duties, levies or similar governmental charges in the nature of a tax imposed by any Governmental Authority, whether disputed or not, together with any interest, penalties, additions to tax or additional amounts with respect thereto.

"Terminated Service" has the meaning set forth in Section 3.2(b).

"Third Party Service Recipients" has the meaning set forth in Section 2.1(a).

"Transferred Software" means Drawings Index, Logbook and Vista.

Section 1.2 General Interpretive Principles.

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

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

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

(d) References to "days" shall mean calendar days.

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

ARTICLE II

SERVICES

Section 2.1 Provision of Services; Reimbursement of Expenses. Subject to the terms and conditions set forth herein:

(a) Provider agrees to provide, or cause to be provided through its Affiliates, to Company and its Affiliates, and, with respect to the Shared Services only, to the extent necessary, to any subcontractors, agents or other third parties performing services for or on behalf of Company or its Affiliates with respect to the business of Company from time to time (such third parties, "Third Party Service Recipients"), the following services (each item, a "Service" and collectively, the "Services"): (i) the Existing Services, including the General IT Services and those services set forth on Schedule A hereto, (the "Shared Services") provided in accordance with Prudent Industry Practices ("Standard of Care"), (ii) all activities, tasks and responsibilities reasonably requested by the Company or necessary or related to the migration or separation of Company's business from the use of such service as provided by Provider and/or the transfer of data, the Transferred Software and documents to Company as set forth in this Agreement

(the "General Separation Services"), (iii) from and after the termination of the General IT Services, each Extended IT Service requested by the Company, (iv) all support requested by the Company that is related to (A) the Restructuring Sale Process (provided that, after the End Date, such support shall be limited to reasonable assistance related to the sale of the assets to a Prospective Buyer that does not interfere in any material respect with the operations of Provider) (the "Sale Support Services") or (B) any financing process or transaction that is undertaken prior to the Company's Emergence (the "Financing Support Services"), (v) the Plant Level Pass-Through Services and (vi) the Employee Benefits Transition Coverage.

(b) Provider agrees to provide (i) any additional services reasonably requested by Company that are necessary for the operation of the business of Company from time to time through June 30, 2018 (subject to extension as provided in Section 3.2(d) not to extend past September 30, 2018, the "End Date") and (ii) any additional separation services reasonably requested by Company that are necessary for or reasonably related to the operation of the business of Company from time to time after the End Date (collectively, the "Additional Services"), in each case subject to Provider's prior written consent, not to be unreasonably withheld, conditioned or delayed. Provider and Company agree that any such Additional Services shall be provided to Company without any additional cost to Company (other than the Services Fee, to the extent applicable) and the Parties shall negotiate in good faith the other terms and conditions of such Additional Services and amend Schedule A, as applicable, to reflect their agreement. Any such Additional Services so provided by Provider, on terms and conditions as reflected on the amended Schedule A, as applicable, shall constitute Services under this Agreement and be subject in all respects to the provisions of this Agreement.

(c) Provider shall provide or cause the Services to be provided pursuant to this Agreement in accordance with Prudent Industry Practices. Provider agrees to assign such resources and personnel of suitable experience, training and skill as are reasonably required to perform the Services in accordance with this Agreement. In furtherance of the foregoing, Provider agrees to distribute within 10 days after the Effective Date to each employee of Provider or any of its Affiliates who provides services to GenOn or any of GenOn's Affiliates or otherwise provides any Services hereunder, a communication substantially in the form attached hereto as Exhibit A.

(d) Until the expiration or termination of the last of the Services, Company shall pay to Provider a fee (the "Services Fee") equal to the sum of (without duplication): (i) the Monthly Fees for each month the Shared Services are provided (prorated for any partial periods in respect of (x)

the first month in which the Services are provided or (y) any Terminated Service) (provided, for the avoidance of doubt, that the Monthly Fees will cease to accrue upon termination of the last of the Shared Services), *plus* (ii) the Reimbursable Expenses, *plus* (iii) the reasonable and documented cost (not including any overhead costs) actually incurred by Provider and relating to the period after the termination of the last of the Shared Services with respect to the provision of the General Separation Services, *plus* (iv) the Plant Level Pass-Through Expenses for any Plant Level Pass-Through Services (prorated for any partial periods in respect of any terminated Plant Level Pass-Through Service) (which, for the avoidance of doubt, shall not include any amount historically charged under the Existing Services Agreement or as part of the Existing Services), *plus* (vi) with respect to any period during which the Employee Benefits Transition Coverage is provided, the Employee Benefits Transition Cost. On the date that is 14 days after the Confirmation Date (as defined in the Plan), NRG shall credit $3.5 million to GenOn which credit shall be creditable against the Services Fee. On and after the Agreement Effective Date (as defined in the Settlement Agreement), GenOn shall be entitled to a credit of $27,775,000 pursuant to Section IV.F. and Section IV.I. of the Plan (the "Services Credit"), which Services Credit is creditable against any amounts payable on or after the date of this Agreement with respect to the Services or the Existing Services; provided that if as of the termination of this Agreement the Services Credit has not been fully used, the unused amount of the Services Credit shall be paid in cash by Provider to Company upon such termination (it being understood that such obligation shall survive termination of this Agreement). Commencing on the Effective Date, Provider shall invoice Company by the 20th day of each calendar month on one invoice for all such fees incurred pursuant to this Agreement during the immediately preceding calendar month (prorated for any partial periods in respect of (x) the first month in which the Services are provided or (y) any Terminated Service). Any payments pursuant to this Agreement shall be made in U.S. dollars within 30 days after the date of receipt by Company of the invoice; provided that in the event that Company has a good faith dispute with regard to any such fees, Company shall provide Provider with written notice of such dispute, together with a reasonably detailed explanation of such dispute, at or prior to the time payment otherwise would have been due, and Company may withhold payment of any disputed amounts pending resolution of the dispute. If Company shall make such payment under protest, Company shall not, by making such payment, give up or waive any rights or remedies with respect to the disputed fees or the facts or events giving rise to the disputed fees, including the right to seek remedies pursuant to this Agreement. If all or any portion of the disputed payment amount is determined to have been overpaid by Company following the final resolution of the dispute in accordance with this Agreement, Provider shall promptly reimburse Company for such overpaid amount. Outstanding invoiced amounts that are not paid in full in accordance with this Section 2.1 (other than those disputed in good faith) shall bear interest from the date such payment was due under this Agreement until paid at the lesser of the rate of 1.25% or the highest amount permitted under applicable Law, calculated daily and compounded monthly. Outstanding invoiced amounts that are not paid in full in accordance with this Section 2.1 that are disputed in good faith by the Company pursuant to written notice, sent at or prior to the time payment otherwise would have been due, containing the amount in dispute, together with a reasonably detailed explanation of the factual basis of such dispute, and that are finally determined to be due shall bear interest from the date such payment was due under this Agreement until paid at the prime interest rate in effect for such period. Notwithstanding anything to the contrary herein, and without duplication (i) solely with respect to the collection of late payments for any undisputed fees or expenses (or fees or expenses disputed not in good faith) under this Agreement, Company shall reimburse Provider for all costs incurred in collecting any such late payments, including, reasonable attorneys' fees (but, for the avoidance of doubt, excluding any such costs and attorneys' fees for disputed amounts finally determined not to be due and owing under this Agreement) and (ii) solely with respect to any disputed fees or expenses under this Agreement, the Prevailing Party shall be entitled to receive reimbursement from the other Party of all of its costs, including, without limitation, reasonable

attorneys' fees with respect to the pursuit or defense of any dispute regarding such fees under this Agreement.

(e) Provider shall use commercially reasonable efforts to respond promptly to all reasonable requests for information from Company related to the functionality or operation of the Services. Without limiting the generality of the foregoing, in connection with the provision of the Services, Provider hereby designates Brian Curci as its representative (the "Provider Representative") to act as the primary contact Person with respect to the provision of the Services. Provider may change the Provider Representative by providing written notice to Company at least 3 Business Days prior to such change taking effect, and provided that any replacement Provider Representative be a managerial-level employee of Provider of like skill and

qualification that is acceptable to the Company in its reasonable discretion. Contact information for the initial Provider Representative shall be set forth in a written notice from Provider to Company.

(f) In connection with its obligations hereunder, Company hereby designates Daniel McDevitt as its representative (the "Company Representative") to act as the primary contact Person with respect to the Company's obligations hereunder. Company may change the Company Representative by providing written notice to Provider at least 3 Business Days prior to such change taking effect, and provided that any replacement Company Representative be a managerial-level employee of Company of like skill and qualification that is acceptable to the Provider in its reasonable discretion. Contact information for the initial Company Representative shall be set forth in a written notice from Company to Provider.

(g) Provider shall use commercially reasonable efforts to obtain all consents or permissions from third party information technology, intellectual property, or technology licensors or service providers that are required as of the Effective Date in order for Provider to provide, and Company to receive, the Services. Company shall reasonably cooperate and assist Provider in connection therewith. If any such third party consent or permission is not or cannot be obtained, the Parties shall work together in good faith and use their respective commercially reasonable efforts to arrange for alternative temporary methods of delivering the affected Services. All costs, fees, and expenses of obtaining any such third party consents or permissions or arranging any such alternative temporary methods of delivering Services shall be borne 50% by Provider and 50% by the Company.

(h) Provider represents and warrants that, other than as provided on Schedule B and Schedule C, no material consents or permissions are required in order for Provider to provide, and Company to receive, the Services provided as of the Effective Date (including any such consents or permissions that would be required in the event of the Company ceasing to be a subsidiary of Provider).

(i) Management of and control over the provision of each Service (including the determination or designation at any time of the property, employees and other resources of Provider, its Affiliates or any Subcontractors to be used in connection with the provision of such Service) shall reside solely with Provider. Without limiting the generality of the foregoing, all labor matters relating to any employees of Provider, its Affiliates or any Subcontractors shall be within the exclusive control of such parties, and Company shall take no action affecting, or have any rights with respect to, such matters.

(j) Provider and Company shall reasonably cooperate with each other in all matters relating to the provision and receipt of the Services. Such reasonable cooperation shall, without limiting any other provision of this Section 2.1 or Section 4.4, shall include exchanging information and

providing electronic access to systems used in connection with the provision or receipt of the Services. Provider and Company shall carry out their obligations hereunder in order to effect an orderly transition of responsibility for performance of the Services (as applicable) from Provider to Company (or any Affiliate or Third Party Service Provider, as applicable). Provider shall provide such assistance and data (including cloned data and test data for operation and testing of Company's replacement or successor systems and resources with respect to any Service) as is reasonably requested to effect the Separation, in accordance with a reasonable schedule to be determined by Company and Provider, but in any event no more often than weekly or mutually agreed upon in a joint schedule in writing, and, subject thereto, in a manner that permits Company to adequately and appropriately test and roll out its replacement or successor systems and resources. Until the End Date (or in the case of the Extended IT Services, the General Support Termination Date), the Provider shall provide such support and resources to Company as reasonably requested even after primary responsibility for a particular Service or functional area has been shifted to Company.

(k) At the reasonable request of Company, during the term of this Agreement and for 60 days after the General Support Termination Date, subject to Provider's confidentiality obligations owed to third parties and restrictions under applicable law, so long as such obligations were not entered into primarily to avoid Provider's obligations hereunder, Provider shall make available to Company the documents and other information relating to the conduct of the business of Company as supported by Provider prior to the Effective Date, or the condition of the premises where such business was conducted by Provider prior to the Effective Date, to assist Company in resolving certain operational matters relating to its business, including present or future regulatory issues or other operational issues relating thereto.

(l) Provider and Company shall use commercially reasonable efforts to cooperate with each other in determining the extent to which any Tax is due and owing with respect to the Services and in providing and making available any resale certificate, information regarding out-of-state use of materials, services or sale, and other exemption certificates or information reasonably requested by either Party.

Section 2.2 Assistance Related to Licenses.

(a) Provider, in each case as specifically requested by the Company, shall use its commercially reasonable efforts to obtain the consents and to transfer (at Company's sole expense) or, if Company requests, to assist Company in obtaining, the permits and licenses that are necessary for the operation of the business of Company, including those set forth on Schedule B, to Company (or Company's applicable Affiliate or vendor) as soon as practicable after the Effective Date and if any such consent, license or permit cannot be effected by Provider, the Parties shall work together in good faith and use commercially reasonable efforts to (i) assist Company in obtaining any such consents, licenses or permits, or (at Company's reasonable election) to obtain consent for Company to use or operate under such permits and licenses retained by Provider or (ii) at Company's reasonable election, to arrange for an alternative method of delivering the affected services, in each case at Company's sole expense. Company shall notify Provider promptly after the successful transfer of any license pursuant to this Section 2.2(a). Provider acknowledges that it may hold certain permits and licenses other than those set forth on Schedule B that may be useful to the operation of the business of Company and Provider agrees to use its commercially reasonable efforts to allow Company to use such permits and licenses during the term of this Agreement, at Company's sole expense.

(b) Company shall use its commercially reasonable efforts to assist Provider in obtaining the consents, and transferring the licenses and permits, in each case, set forth on Schedule C that

are necessary for Provider to continue to use, for its own benefit, such consent, license or permit as soon as practicable after the Effective Date (in each case, at Provider's sole expense). If any such consents or transfers cannot be effected by Company, the Parties shall work together in good faith and use commercially reasonable efforts to (i) assist Provider in obtaining any such consents, licenses or permits, or (at Provider's reasonable election) to obtain consent for Provider to use or operate under such permits and licenses retained by Company or (ii) at Provider's reasonable election, to arrange for an alternative method of delivering the affected services, in each case at Provider's sole expense.

Section 2.3 Limitation of Liability. EXCEPT IN CONNECTION WITH (a) EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR (b) DAMAGES ACTUALLY AWARDED AND PAID ON ACCOUNT OF A THIRD PARTY CLAIM, IN NO EVENT SHALL ANY PARTY BE LIABLE TO THE OTHER PARTY OR ANY OFFICER OR EMPLOYEE OF SUCH PARTY FOR (i) ANY LOST OR PROSPECTIVE PROFITS OR ANY OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY LOSSES OR DAMAGES, OR (ii) ANY AMOUNT IN EXCESS (IN THE AGGREGATE) OF $84,000,000. THIS SECTION 2.3 SPECIFICALLY PROTECTS THE PARTIES AGAINST SUCH DAMAGES EVEN IF THEY ARE CAUSED BY THE NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OR RESPONSIBILITY OF SUCH PARTY (BUT EXCLUDING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT).

Section 2.4 Indemnification.

(a) COMPANY SHALL INDEMNIFY, PROTECT, DEFEND, RELEASE AND HOLD HARMLESS EACH PROVIDER GROUP PARTY FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, AND LIABILITIES (INCLUDING REASONABLE ATTORNEY'S FEES) INCURRED IN CONNECTION WITH CLAIMS ASSERTED BY OR ON BEHALF OF ANY PERSON THAT ARISE OUT OF, RELATE TO OR ARE OTHERWISE ATTRIBUTABLE TO, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF THE SERVICES BY PROVIDER, SOLELY TO THE EXTENT ARISING OUT OF OR RELATING TO OR OTHERWISE ATTRIBUTABLE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS AFFILIATES OR ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS (INCLUDING ANY SUBCONTRACTOR) (EACH, A "COMPANY GROUP PARTY"). THIS SECTION 2.4(A) IS NOT INTENDED TO COVER THE PROVIDER GROUP PARTIES AGAINST ANY CLAIMS BY OTHER PROVIDER GROUP PARTIES.

(b) PROVIDER SHALL INDEMNIFY, PROTECT, DEFEND, RELEASE AND HOLD HARMLESS COMPANY AND THE COMPANY GROUP PARTIES FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, AND LIABILITIES (INCLUDING REASONABLE ATTORNEY'S FEES) INCURRED IN CONNECTION WITH CLAIMS ASSERTED BY OR ON BEHALF OF ANY THIRD PARTY THAT ARISE OUT OF OR RELATE TO OR ARE OTHERWISE ATTRIBUTABLE TO, DIRECTLY OR INDIRECTLY, (i) ANY ALLEGED JOINT EMPLOYER STATUS WITH RESPECT TO ANY COMPANY GROUP PARTY AND ANY PROVIDER GROUP PARTY (AS DEFINED BELOW); (ii) THE ACTS OR OMISSIONS OF PROVIDER, ITS AFFILIATES OR ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS (INCLUDING ANY SUBCONTRACTOR) (EACH, A "PROVIDER GROUP PARTY"), BUT ONLY TO THE EXTENT THEY ARE CAUSED BY (A) THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY PROVIDER GROUP PARTY, (B) THE FAILURE OF ANY PROVIDER GROUP PARTY TO COMPLY IN ANY MATERIAL RESPECT WITH APPLICABLE LAW, (C) A PROVIDER GROUP PARTY'S MATERIAL BREACH OF THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, A

MATERIAL BREACH OF THE STANDARD OF CARE), (D) ANY INTENTIONAL BREACH OF THIS AGREEMENT BY ANY PROVIDER GROUP PARTY, OR (E) ANY BREACH BY ANY PROVIDER GROUP PARTY OF THE CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 4.5; OR (iii) ANY MATERIAL INFRINGEMENT OR MATERIAL VIOLATION OF ANY PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER INTELLECTUAL PROPERTY RIGHT OR TRADE SECRETS MISAPPROPRIATION ARISING FROM OR RELATING TO THE SERVICES OR OTHER OBLIGATIONS OF ANY PROVIDER GROUP PARTY UNDER THIS AGREEMENT. FOR THE AVOIDANCE OF DOUBT, PROVIDER SHALL NOT HAVE ANY RIGHT TO ASSUME THE RESPONSIBILITY FOR THE DEFENSE OF ANY CLAIMS PROVIDED IN THIS SECTION 2.4(B).

(c) PROVIDER SHALL INDEMNIFY, PROTECT, DEFEND, RELEASE AND HOLD HARMLESS COMPANY AND THE COMPANY GROUP PARTIES FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, AND LIABILITIES (INCLUDING REASONABLE ATTORNEY'S FEES) INCURRED BY ANY COMPANY GROUP PARTY THAT ARISE OUT OF OR RELATE TO OR ARE OTHERWISE ATTRIBUTABLE TO, DIRECTLY OR INDIRECTLY, (i) ANY ALLEGED JOINT EMPLOYER STATUS WITH RESPECT TO ANY COMPANY GROUP PARTY AND ANY PROVIDER GROUP PARTY (AS DEFINED BELOW); (ii) THE ACTS OR OMISSIONS OF ANY PROVIDER GROUP PARTY, BUT ONLY TO THE EXTENT THEY ARE CAUSED BY (A) THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY PROVIDER GROUP PARTY, (B) THE FAILURE OF ANY PROVIDER GROUP PARTY TO COMPLY IN ANY MATERIAL RESPECT WITH APPLICABLE LAW, (C) A PROVIDER GROUP PARTY'S MATERIAL BREACH OF THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, A MATERIAL BREACH OF THE STANDARD OF CARE) THAT IS NOT CURED WITHIN FIFTEEN (15) DAYS OF THE DELIVERY OF WRITTEN NOTICE THEREOF BY COMPANY TO PROVIDER SETTING FORTH THE ALLEGED BREACH, (D) ANY INTENTIONAL BREACH OF THIS AGREEMENT BY ANY PROVIDER GROUP PARTY, OR (E) ANY BREACH BY ANY PROVIDER GROUP PARTY OF THE CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 4.5; OR (iii) ANY MATERIAL INFRINGEMENT OR MATERIAL VIOLATION OF ANY PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER INTELLECTUAL PROPERTY RIGHT OR TRADE SECRETS MISAPPROPRIATION ARISING FROM OR RELATING TO THE SERVICES OR OTHER OBLIGATIONS OF ANY PROVIDER GROUP PARTY UNDER THIS AGREEMENT. THIS SECTION 2.4(C) IS INTENDED TO COVER DIRECT CLAIMS BY ANY COMPANY GROUP PARTY.

Section 2.5 Force Majeure. A Party's obligation under this Agreement shall be excused when and to the extent its performance of that obligation is prevented due to Force Majeure; provided, however, that a Party shall not be excused by Force Majeure (i) from any obligation to pay money or (ii) if such Party fails to follow in all material respects its disaster recovery and business continuity planning procedures. The Party that is prevented from performing its obligation(s) by reason of Force Majeure shall promptly notify the other Party of that fact and the extent and cause thereof and shall exercise due diligence to end its inability to perform as promptly as practicable. Notwithstanding the foregoing, a Party is not required to settle any strike, lockout or other labor dispute in which it may be involved; provided, however, that, in the event of a strike, lockout or other labor dispute affecting Provider, Provider shall use reasonable efforts to continue to perform all obligations hereunder by utilizing its management and other personnel and that of its Affiliates. Any individual Service Term (with respect to any Service that is not a Terminated Service) shall be tolled and the End Date and the General Support Termination Date shall each be extended for the period of any suspension due to Force Majeure pursuant to and in accordance with this Section 2.5.

ARTICLE III

EFFECTIVENESS

Section 3.1 Effectiveness. This Agreement shall become effective upon the Effective Date. This Agreement will automatically terminate with respect to (i) the Shared Services, upon the earlier of (A) the End Date, and (B) the expiration or termination of the last of the Service Terms, which Service Terms are subject to extension pursuant to Section 3.2(c); (ii) the General IT Services, the Financing Support Services, and the Sale Support Services, the End Date; (iii) the Employee Benefits Transition Coverage, with respect to (A) the coverage under Provider's health and welfare plans for employees of the Company, March 1, 2018 and (B) with respect to prescription drug coverage under Provider's prescription drug plans for employees of the Company, the earlier of (x) 90 days after Emergence and (y) December 31, 2018; and (iv) the Extended IT Services, the General Separation Services, the Additional Services, and any other covenants of the Parties unless otherwise specifically stated herein, March 31, 2019 (the "General Support Termination Date"); provided, however, that notwithstanding anything to the contrary in this Agreement, the provisions of (x) Section 2.3, Section 3.3, Section 4.2, and Section 4.5 shall survive the expiration or termination of this Agreement in accordance with their terms and (y) Section 2.4 shall survive for two years following the expiration of the General Support Termination Date; provided further that, for the avoidance of doubt, any claim made for breach of any of the foregoing Sections prior to the applicable survival date shall survive until such claim is finally resolved.

Section 3.2 Termination; Extension. Subject to Company's continuing obligation to make payments then owing (and for the period until such termination pursuant to this Agreement):

(a) Company may terminate this Agreement at any time upon 60 days' prior written notice to Provider.

(b) Company may terminate any Service (including any Extended IT Service line item) (each, a "Terminated Service") at any time upon at least 60 days' prior written notice to Provider; provided, however, that the Parties may mutually agree that such termination shall not be effective until the date that is the first or last day of any calendar month following such notice (but any related fees shall be payable only through the 60th day after such notice and such fees shall be prorated for any partial periods in respect of any Terminated Service).

(c) In accordance with the terms of Schedule A, Company will exercise its commercially reasonable efforts to terminate the Services on or before the applicable date set forth opposite such Service (the period from the Effective Date to each such date, a "Service Term") as provided on Schedule A. Notwithstanding the foregoing or anything to the contrary in this Agreement, Company may, from time to time, elect to extend for one or more periods of 60 days any or all Service Term(s) by providing written notice to Provider not later than 60 days prior to the expiration of the applicable Service Term; and provided that no such extension shall extend such Service Term beyond the End Date. If any such 60 day extension would extend a Service Term beyond the End Date, such Service Term may be extended only to the End Date, even if such extension is for less than a 60 day period.

(d) Company may extend the End Date up to September 30, 2018 by providing written notice to Provider not later than May 1, 2018.

(e) Company may terminate this Agreement upon written notice to Provider in the event of a material breach of this Agreement by Provider (x) if such material breach is not curable, or (y) if such material breach is curable, and such material breach is not cured within 60 days after Company notifies Provider of such material breach.

(f) Provider may terminate this Agreement upon written notice to Company if Company is in breach of any payment obligation hereunder with respect to an undisputed amount and such breach is not cured with 60 days after Provider notifies Company of such breach.

(g) Company may terminate any Plant Level Pass-Through Service at any time upon at least 60 days' prior written notice to Provider (provided that any such Plant Level Pass-Through Expenses shall be payable only for services incurred through the 60th day after such notice and such fees shall be prorated for any partial periods in respect of any terminated Plant Level Pass-Through Service).

Section 3.3 Rights upon Termination. In the event of termination of this Agreement for any reason whatsoever, subject to this Article III, all obligations of either Party shall terminate. Upon such termination:

(a) Provider shall promptly remove all employees of Company from Provider's networks;

(b) Company and its Affiliates shall as promptly as practicable cease all usage of any software or systems provided or licensed hereunder, and all other Provider software, data, or other material owned by Provider, and remove copies of any such programs and materials from all workstations or servers, and return to Provider or destroy any backup of the same in any format (provided that the foregoing shall not apply to Company's Data) except to the extent required by Law or regulation to keep such information; and

(c) Provider shall provide to Company all of Company's Data and any other Confidential Information of Company in Provider's possession or control in a medium and format reasonably requested by Company, and upon request by Company destroy or deliver up all copies of Company's Data and any other Confidential Information of Company in Provider's possession or control except to the extent required by Law or regulation to keep such information or as necessary for Provider to comply with the terms of this Agreement and Provider's customary document retention policies; provided that Provider maintains the confidentiality of any such Confidential Information in accordance with this Agreement.

ARTICLE IV

GENERAL PROVISIONS

Section 4.1 Ownership and Maintenance of Data. As between the Parties, on and after the Effective Date, all Data will be the exclusive property of Company and Provider shall not possess any interest, title, lien or right in connection therewith. To the extent any right, title or interest in or to any Data or

(without limiting the foregoing) any copyright or trade secret rights therein vests in Provider, by operation of Law or otherwise, Provider shall, and hereby does, irrevocably assign to Company any and all such right, title and interest in such Data or other copyright or trade secret rights therein to Company. Provider shall safeguard the Data to the same extent it protects its own similar materials. Data shall not be utilized by Provider for any purpose other than in support of Provider's obligations hereunder. Neither the Data nor any part thereof shall be disclosed, sold, assigned, leased or otherwise disposed of to third parties by Provider or commercially exploited by or on behalf of Provider, its employees or agents. In the event that Provider either determines that it is required to disclose or provide information of Company that is subject to this Section 4.1, Provider shall, unless prevented from doing so by Law, notify Company prior to disclosing (as is reasonable under the circumstances) and provide such information and shall cooperate at the expense of Company in seeking any reasonable protective arrangements requested by Company. Subject to the foregoing, Provider may thereafter disclose or provide information to the extent required by such Law or by lawful process. Upon termination of any Service provided hereunder, Provider shall either (a) transfer to Company all such Data or (b) provide Company reasonable access to retained Data for a

period not to exceed 6 months following said termination whereupon such Data will be transferred to Company or otherwise made available to Company as Company may reasonably request in accordance with Section 3.3.

Section 4.2 License to Use.

(a) Subject to the terms and conditions of this Agreement, to the extent reasonably necessary for Company to receive or enjoy the benefit of the Services, Provider, on behalf of itself and its Affiliates, hereby grants to Company and Company's Affiliates from the Effective Date through the General Support Termination Date, a non-exclusive, irrevocable, worldwide, fully paid-up, non-assignable (subject to Section 4.10, below), and non-sublicensable (subject to Section 4.2(b), below) license to use and exercise all rights in, to and under all intellectual property owned by Provider or its Affiliates as of the Effective Date.

(b) Company and its Affiliates may sublicense the licenses granted to it in Section 4.2(a) without the licensing party's consent, solely to (i) distributors, vendors, dealers, suppliers and other Persons for use in connection with the operation of Company's or its Affiliates' businesses, but not for unrelated use and (ii) customers, for end-use purposes. All other sublicenses require the prior written consent of the licensing party in its sole discretion.

Section 4.3 Information. Until the General Support Termination Date, Company shall use commercially reasonable efforts to provide Provider with information available to Company reasonably requested by Provider as necessary for the performance of the Services.

Section 4.4 Access.

(a) To the extent reasonably required for Provider to perform, or otherwise make available, the Services, from the Effective Date through the General Support Termination Date, Company shall and shall cause its Affiliates to (i) provide Provider with reasonable access, on an as needed basis, to Company's equipment, office space, plants, telecommunications and computer equipment and systems (collectively, "Company Systems"), (ii) perform any tasks and provide any materials included in the Services and (iii) reasonably cooperate with Provider in the provision of the Services (including, for the avoidance of doubt, providing Provider with access to its books and records and making available Company's personnel and legal and accounting advisors during regular business hours for such purpose). Provider shall ensure that its relevant employees and subcontractors who have access to Company Systems comply with Company's security policies and any reasonable security directives given by Company relating to conduct or use of the Company Systems, and do not interfere with Company's employees or other contractors or the business operations of Company. As required in connection with the performance of the Services, Provider will reasonably cooperate with Company and its Affiliates in (x) making Provider's books and records relating to Company's business prior to the Effective Date available to Company and its Affiliates and (y) making Provider's personnel and legal and accounting advisors available to Company during regular business hours.

(b) Notwithstanding anything to the contrary herein, any failure of Company or its Affiliates to perform its obligations under Section 4.4(a) shall not excuse Provider from performing the Services unless (i) such failure is material, (ii) Provider provides Company with written notice of such failure and (iii) Provider is unable to perform such Services due to such failure, in which case performance by Provider shall be excused solely with respect to the affected Services while such failure remains uncured.

Section 4.5 Confidentiality.

(a) Each of Provider and Company agree that any information exchanged between the Parties or their respective Affiliates that is marked as confidential or proprietary or should reasonably be understood to be confidential or proprietary under the circumstances shall be treated as Confidential Information. Each Provider and Company hereby agrees not to disclose or use at any time, either during the Service Terms or thereafter, any Confidential Information (as defined below) of the other Party, whether or not such information is developed by such Party, except to the extent that such disclosure or use is directly related to and required by (i) the performance of the Services pursuant to the terms of this Agreement or (ii) enforcement of such Party's rights under this Agreement. Each Party and its Affiliates shall take all commercially reasonable steps to safeguard the other Party's Confidential Information and to protect it against disclosure, misuse, espionage, loss and theft.

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

any information or data that is not generally known to the public concerning, arising from, owned by, or related to the Disclosing Party or its Affiliates or any of their respective assets.

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

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

(e) The provisions of this Section 4.5 shall survive during the Service Terms and for a period of one year after the expiration or termination of the last Service Term.

(f) Notwithstanding anything else in this Agreement, each Receiving Party may disclose the Confidential Information of the Disclosing Party to such Receiving Party's Affiliates and its and their respective directors, officers, employees, managers, attorneys, accountants, consultants, professional advisors, auditors, agents, Prospective Buyers, subcontractors performing Service(s) and representatives as reasonably required to perform the Services or fulfill its obligations under this Agreement, including with respect to the Restructuring Sale Process, and any such disclosure shall not be a violation of such Party's obligations under this Section 4.5.

Section 4.6 Notices. All notices and communications required or permitted to be given hereunder shall be in writing and shall be delivered personally, or sent by bonded overnight courier, or mailed by U.S. Express Mail or by certified or registered United States Mail with all postage fully prepaid, or sent by electronic mail (with a hard copy to follow), addressed to the applicable Party, as appropriate, at the address for such Person shown below or at such other address as such Party shall have theretofore designated by written notice delivered to the other Parties:

If to Company, addressed to:

GenOn Energy, Inc.
Attn: Daniel McDevitt
Address: 804 Carnegie Center, Princeton, NJ 08540
Email: Daniel.McDevitt@Genon.com

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

Kirkland & Ellis LLP
Attn: Kimberly Hicks
Address: 609 Main Street
Houston, TX 77002
Email: kim.hicks@kirkland.com

NRG Energy, Inc.
Attn: David Hill
Address: 804 Carnegie Center
Princeton, NJ 08540
Email: OGC@NRG.com

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

Baker Botts L.L.P.
Attn: Elaine M. Walsh
Address: 1299 Pennsylvania Ave., NW
Washington, DC 20004
Email: elaine.walsh@bakerbotts.com

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

the contact information to which such communications are to be addressed by giving written notice to the other Party.

Section 4.7 Relationship of the Parties. Provider, in performance of this Agreement, is acting as an independent contractor to Company, and not as a partner, joint venture or agent, nor do the Parties intend to create by this Agreement an employer-employee relationship or fiduciary relationship. Each Party retains control over its personnel, and the employees of one Party shall not be considered employees of the other Party by virtue of this Agreement. Neither Party has any right, power, or other authority to create any obligation, express or implied on behalf of the other Party.

Section 4.8 Solicitation and Hiring(a).

(a) Subject to applicable Law and Section 4.8(b) below, for the period beginning on the Effective Date and ending on the date that is one year following the End Date, Company will not be permitted to solicit or otherwise offer employment to any person that is a Provider employee and Provider shall not be permitted to solicit or otherwise offer employment to any person that is a Company employee; provided, however, that Company shall be permitted to make, post or publish general advertisements or solicitations, including (but not limited to) through newspapers, trade publications, radio, internet or by efforts through any recruiting or employment agencies not specifically directed at Provider employees and may contact, engage in discussions regarding potential terms of employment with and hire any Provider employees who respond to such general advertisement or solicitations.

(b) During the Service Term, Company shall be permitted to post job openings related to such Service on an internal website available to Provider employees to solicit or otherwise offer employment to any person that is a Provider employee that providing such Service on behalf of the Provider hereunder (each, a "Permitted Candidate"). If a Permitted Candidate responds to such job post, Company may contact, engage in discussions regarding potential terms of employment with and hire such Permitted Candidate. Notwithstanding the foregoing, (a) in no event shall Company be permitted to discuss employment with, or otherwise offer employment to, any officers of Provider who are party to an employment agreement with Provider while such employment agreement remains in effect, and (b) Company shall inform or cause to be informed Provider of such Permitted Candidate of the intent to make an offer to the Permitted Candidate before any such offer is made.

Section 4.9 Subcontracting. Provider may use contractors, subcontractors, vendors or other third parties under contract with Provider or an Affiliate of Provider (collectively, "Subcontractors") to provide some or all of the Services only to the extent it uses (or prior to the Effective Date has used in connection with its performance of the Shared Services) such individuals or entities for itself for similar services; provided, however, that Provider may not subcontract any part of the Services to any competitor of Company or any of its Affiliates without Company's prior written consent, which shall not be unreasonably withheld. In the event that Provider uses any Subcontractors to perform any Services, Provider is not released from responsibility for its obligations under this Agreement and shall indemnify and hold Company harmless in accordance with Section 2.4(b) and (c) to the extent any action (or failure to act) by any Subcontractor, if taken (or not taken) by Provider, would cause a breach of any provision of this Agreement by Provider.

Section 4.10 Successors, Assigns and Transferees.

(a) The rights and obligations of any Party under this Agreement may be transferred only with the written consent of the other Party, such consent not to be unreasonably withheld,

conditioned or delayed, and provided, that (i) either Party may transfer its rights and obligations hereunder, in whole or in part, to any Affiliate of such Party without the prior written consent of the other Party upon written notice to the other Party, and (ii) provided further, that such assignment shall not relieve such Party of any of its obligations hereunder to the extent any such Affiliate does not satisfy its obligations hereunder. Any transfer in violation of this Section 4.10 shall be null and void.

(b) This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns, and there shall be no third-party beneficiaries other than the individuals and entities indemnified under Section 2.4.

Section 4.11 Jurisdiction; Governing Law; Waiver of Jury Trial.

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

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

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

Section 4.12 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the Services contemplated hereby are not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

Section 4.13 Entire Agreement; Amendment. This Agreement, as it may be amended from time to time by the Parties in a writing signed by both Parties, sets forth the entire understanding and agreement of the Parties, and this Agreement shall supersede any other agreements and understandings (written or oral) between the Parties with respect to the transactions described in this Agreement. Without limiting the foregoing, this Agreement supersedes any obligation of Provider or its Affiliates to provide any services, related to the transitioning of operations or otherwise, pursuant to the Restructuring Support Agreement or any other agreement referred to therein.

Section 4.14 Termination of Existing Services and Existing Services Agreement. Subject to the terms and conditions of this Agreement, the Existing Services Agreement and the Existing Services are hereby terminated, effective as of the Effective Date. From and after the Effective Date, the Existing

Services Agreement will be of no further force or effect, and the rights and obligations of each of the parties thereunder shall terminate.

Section 4.15 Cooperation with Restructuring Asset Sale. Provider acknowledges that, in connection with the Restructuring, Company is undertaking one or more sale processes (each, a "Restructuring Sale Process") to sell certain of its assets (the "Assets") and agrees to cooperate in good faith with Company, Company's Affiliates, their respective officers, directors, employees, representatives and agents, and any other third parties participating in such Restructuring Sale Process in order to facilitate the sale process and the orderly transition of the Assets to any potential third party purchasers of any Assets. If requested by any Prospective Buyer (as defined below), Provider and the Company shall provide transition services to any third party participating in such Restructuring Sale Process with whom the Company is negotiating a definitive agreement with respect to the purchase of Assets (each, a "Prospective Buyer"), pursuant to a Transition Services Agreement in substantially the form attached hereto as Exhibit B (the "Form of Third Party TSA"); provided, however, that, without Provider's prior written consent, Provider shall not be obligated to perform transition services for any competitor of Provider, which competitors have been set forth in a written notice mutually agreed by Provider and the Company on or prior to the Effective Date, as such notice may be amended by mutual written agreement of the Parties with respect to any Prospective Buyer who executes a non-disclosure agreement with the Company with respect to a Restructuring Sale Process thereafter. The Parties acknowledge and agree that the Company and its Affiliates shall have the exclusive right, in connection with the consummation of the sale of any or all of the Assets, to provide any Prospective Buyer with a copy of the Form of Third Party TSA; provided, Provider's consent is required to (i) make any change to the terms and conditions of such Form of Third Party TSA that are materially adverse to Provider and (ii) add any transition services that are, at the time of execution of any definitive Transition Services Agreement with a Prospective Buyer, of (a) greater scope than the Services then being provided to the Company under this Agreement or (b) at a cost that would result in the aggregate amount payable by the Company and the Prospective Buyer being less than the amount being paid for such Services by the Company (disregarding any credits with respect to the 1000 Main Lease or any other credits provided for in an agreement other than this Agreement or the Transition Services Agreement between NRG and Seller or not applicable to Services provided to the Prospective Buyer) immediately prior to entering into such Transition Services Agreement with the Prospective Buyer, and further provided that no inclusion of (i) a service to be provided by Company (at any price) or (ii) a service to be provided by Provider that is not more burdensome than the scope (and related allocated price) of any service then provided by Provider under this Agreement will be deemed to require Provider's consent. NRG shall participate in all discussions with Buyer regarding changes to the Form of Third Party TSA as it relates to Provider and have the right to participate with Company in good faith to negotiate any such materially adverse or, with respect to the scope of services or cost, different terms and conditions thereof; provided, further, Provider shall not unreasonably withhold, condition or delay its consent to any proposal made by Company in such negotiations. Notwithstanding anything to the contrary herein or in any Transition Services Agreement entered into with a Prospective Buyer, in no event shall the aggregate of the monthly fees payable by the Company pursuant to this Agreement and the monthly fees payable by all Prospective Buyers pursuant to the Transition Services Agreements entered into by such Prospective Buyers pursuant to the Form of Third Party TSA as set forth in this paragraph exceed $7,000,000 less the aggregate amount of all fee reductions resulting from the termination of services under this Agreement and any Transition Services Agreements with Prospective Buyers; provided that no additional Services are requested from Provider (and result in Provider providing such Services in exchange for an additional fee in which case such additional fee shall be taken into account for this purpose) by Company or any Prospective Buyer other than those set forth on Schedule A.

Section 4.16 Bankruptcy. All licenses granted under this Agreement shall be deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code, 11 U.S.C. § 365(n), licenses to "intellectual property" as defined under Section 101 of the U.S. Bankruptcy Code, 11 U.S.C. § 101. The Parties agree

that Company, Provider and their respective Affiliates shall retain and may fully exercise all of their rights and elections under Section 365(n) of the U.S. Bankruptcy Code.

Section 4.17 Privacy Matters. Each Party agrees that it has implemented and maintains commercially reasonable security procedures and practices, appropriate to protect information that allows the identification of individuals ("Personal Information") and prevent the unauthorized collection, use and disclosure of such Personal Information. Each Party shall: (i) comply with all applicable laws relating to privacy, data collection and use of Personal Information and user information obtained or gathered in the course of this Agreement ("Privacy Laws"); (ii) to the extent required in connection with the performance of the Services, process Personal Information; (iii) keep full and accurate records relating to all processing of the Personal Information on behalf of the other Party; (iv) permit the other Party reasonable access to examine or audit such records and practices with respect to compliance with such Privacy Laws; (v) cooperate with the other Party in connection with any complaints or investigations related to data privacy matters; (vi) collect, use and disclose the Personal Information solely for the purposes of performance of the Services and compliance with applicable Law; and (vii) provide prompt written notice to the other Party if a Party has knowledge of any (A) unauthorized access to or use of Personal Information in the possession or control of such Party or its Affiliates, (B) security breach of any systems used in providing a Services that results in unauthorized access or use of Personal Information and (C) alleged claim, action or demand related to a breach of such Privacy Laws.

Section 4.18 Use of Name. Unless otherwise authorized by Provider in writing, as promptly as practicable, but in any case on or before the General Support Termination Date, Company shall eliminate the name NRG and any variants thereof from any assets and properties of Company and its Affiliates and Company and its Affiliates shall, after the General Support Termination Date, have no right to use any logos, trademarks or trade names belonging to Provider or any of its Affiliates.

Section 4.19 Counterparts. A Party may deliver executed signature pages to this Agreement by facsimile or other electronic transmission to the other Party, which electronic copy shall be deemed to be an original executed signature page. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one agreement with the same effect as if the Parties had signed the same signature page.

Section 4.20 Further Assurances and Cooperation. Each Party agrees to execute and deliver such other documents and to take such other actions as the other Party may reasonably request to fulfill the provision of Services under this Agreement.

Section 4.21 Specific Performance. It is understood and agreed by each of the Parties that money damages would not be a sufficient remedy for any breach of this Agreement by any Party and each non-breaching Party shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy of any such breach and no bond shall be required to be posted in connection therewith. This provision is without prejudice to any other rights or remedies, whether at law or in equity, that any Party may have against any other Party for any failure to perform its obligations under this Agreement.

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

GENON ENERGY, INC.

By: /s/ Mark A. McFarland

Name: Mark A. McFarland

Title: Chief Executive Officer

NRG ENERGY, INC.

By: /s/ Gaetan Frotte

Name: Gaetan Frotte

Title: Senior Vice President and Treasurer

Signature Page to Transition Services Agreement

EXHIBIT A

Form of Service Provider Letter

[NRG Letterhead]

Date: [Date]

Subject: Memorandum to GenOn Support Employees and Service Providers

From: [Sr. Management of NRG]

To: [Recipient]

We're pleased to announce that we've reached an agreement with GenOn which describes how NRG will support GenOn's transition to a stand-alone organization. The agreement contemplates that we will continue to support GenOn, along with our contractors and vendors, with the existing complement of shared services, as well as certain support services related to the marketing and sale of GenOn assets, through June 30, 2018, or by extension, through September 30, 2018. The Agreement also provides that we'll support GenOn through March 31, 2019, with general separation services such as access to books and records, litigation support, consultation on legacy practices, and the like.

This agreement underscores our commitment to making sure that GenOn achieves a quick and successful transition to a stand-alone organization. Today we thank each of you for the many years of excellent support that you have provided to the GenOn businesses and we ask that you continue with the same focus and excellence in the months to come. If you have any questions, please reach out to [Name]. Thank you again for your great work and continued support of this important initiative.

Sincerely,

_____

Exhibit A to Transition Services Agreement

EXHIBIT B

Form of Third Party TSA

See attached.

Exhibit B to Transition Services Agreement

TRANSITION SERVICES AGREEMENT

[between/among]

[GENON ENERGY, INC.],

NRG ENERGY, INC.

and

[BUYER NAME]

dated as of

[DATE]

TRANSITION SERVICES AGREEMENT

This Transition Services Agreement, dated as of [·] (this "**Agreement**"), is entered into between [GenOn Energy, Inc.], a [Delaware corporation] ("**Seller**"), NRG Energy, Inc., a Delaware corporation ("**NRG**", and together with Seller, "**Providers**" and each a "**Provider**"), and [BUYER NAME], a [·] [·] ("**Buyer**").

RECITALS

WHEREAS, Buyer and Seller have entered into that certain [Purchase Agreement], dated as of [·] (the "**Purchase Agreement**"), pursuant to which Seller has agreed to sell [and assign] to Buyer, and Buyer has agreed to purchase [and assume] from Seller, [all the outstanding capital stock of [·] (the "**Company**") / substantially all the assets, and certain specified liabilities, of the [Business] (as such term is defined in the Purchase Agreement) / the [Assets] (as such term is defined in the Purchase Agreement)], all as more fully described therein;

WHEREAS, in order to ensure an orderly transition of the [business of the Company / Business / the Assets] to Buyer and as a condition to consummating the transactions contemplated by the Purchase Agreement, Buyer and Providers have agreed to enter into this Agreement, pursuant to which Providers will provide, or cause their Affiliates(1) to provide, Buyer with certain services, in each case on a transitional basis and subject to the terms and conditions set forth herein; and

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, Buyer and Providers hereby agree as follows:

ARTICLE I
Services

Section 1.01 Provision of Services.

(a) Each Provider, severally and not jointly, agrees to provide, or to cause their Affiliates to provide, the services (the "**Services**") set forth opposite such Provider's name on **Exhibit A** attached hereto (as such exhibit may be amended or supplemented pursuant to the terms of this Agreement, the "**Service Exhibit**") to Buyer for the respective periods and on the other terms and conditions set forth in this Agreement and in the Service Exhibit. Notwithstanding anything to the contrary, the Providers may, without the consent of the Buyer, switch the provision of any Service from one Provider to the other, and any Service so switched shall thereafter be deemed a Service to be provided only by the Provider to whom the Service was switched (but, for the avoidance of doubt, the Provider providing such Service prior to such switch shall remain responsible for obligations under this Agreement with respect to such Service to the extent relating to the period such Provider provided such Service prior to such switch).

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(1) Note to Draft: Purchase Agreement definition of "Affiliate" to provide that NRG and GenOn are not affiliates.

(b) Notwithstanding the contents of the Service Exhibit, each Provider agrees to respond in good faith to any reasonable request by Buyer to such Provider for access to any additional services that are necessary for the operation of the [Company / Business / Assets](2) and which are not currently provided by such Provider as contemplated in the Service Exhibit, at a price to be agreed upon after good faith negotiations between such Provider and Buyer. Any such additional services so provided by the Providers shall constitute Services under this Agreement and be subject in all respect to the provisions of this Agreement as if fully set forth on the Service Exhibit as of the date hereof.

(c) The parties hereto acknowledge the transitional nature of the Services. Accordingly, Buyer agrees to use commercially reasonable efforts to make a transition of each Service to its own internal organization or to obtain alternate third-party sources to provide the Services as promptly as practicable following the execution of this Agreement.

(d) Subject to **Section 2.03**, **Section 2.04** and **Section 3.05**, the obligations of each Provider under this Agreement to provide Services shall terminate with respect to each Service on the end date specified in the applicable Service Exhibit (each, an "**End Date**"). Notwithstanding the foregoing, the parties acknowledge and agree that Buyer may determine from time to time that it does not require a given Service set out on the Service Exhibit or that it does not require such Service for the entire period up to the applicable End Date. Accordingly, Buyer may terminate any Service, in whole and not in part, upon at least 60 days' prior written notification to the applicable Provider of such Service of any such determination.

Section 1.02 **Standard of Service.**

(a) Each Provider represents, warrants and agrees that the Services provided by such Provider shall be provided in accordance with Prudent Industry Practices (as defined below). "**Prudent Industry Practices**" means those practices, methods, standards and acts (including those engaged in or approved by a significant portion of the independent power producers in the same or comparable region(s) in which the Services are being provided) that at a particular time in the exercise of good judgment and in light of the facts known at the time the decision was made, could reasonably have been expected to accomplish the desired result in a manner consistent with applicable law, applicable permits, equipment manufacturers' recommendations, reliability, safety and expedition; provided, however, that "Prudent Industry Practices" are not necessarily defined as the optimal standard practice method or act to the exclusion of others, but rather refer to a range of actions at reasonable cost and otherwise reasonable under the circumstances.

(b) Except as expressly set forth in **Section 1.02(a)** or in any contract entered into hereunder, neither Provider makes any representations and warranties of any kind, implied or expressed, with respect to the Services, including, without limitation, any warranties of merchantability or fitness for a particular purpose, which are specifically disclaimed. Buyer acknowledges and agrees that this Agreement does not create a fiduciary relationship, partnership, joint venture or relationships of trust or agency between the parties and that all Services are provided by Providers as independent contractors.

Section 1.03 **Third-Party Service Providers.** It is understood and agreed that each Provider has been retaining, and may continue to retain, third-party service providers to provide some of the Services to Buyer. In addition, each Provider shall have the right to hire other third-party subcontractors to provide all or part of any

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(2) Note to Draft: Insert appropriate description or defined term from the applicable purchase agreement.

Service hereunder; *provided*, *however*, that in the event such subcontracting is inconsistent with past practices or such subcontractor is not already engaged with respect to the Services as of the date hereof, the applicable Provider shall obtain the prior written consent of Buyer to hire such subcontractor, such consent not to be unreasonably withheld. The applicable Provider shall in all cases retain responsibility for the provision to Buyer of Services to be performed by any third-party service provider or subcontractor or by any of such Provider's Affiliates.

Section 1.04 **Access to Premises.**

(a) In order to enable the provision of the Services by Providers, Buyer agrees that it shall provide to each Provider's and such Provider's Affiliates' respective employees and any third-party service providers or subcontractors who provide Services, at no cost to Seller, access to the facilities, assets and books and records of the [Company / Business / Assets], in all cases to the extent necessary for each Provider to fulfill its obligations under this Agreement. As required in connection with the performance of the Services, each Provider will reasonably cooperate with Buyer in (x) making such Provider's books and records relating to [Company / Business / Assets] prior to the date of this Agreement available to Buyer and (y) making such Provider's personnel and legal and accounting advisors available to Buyer during regular business hours.

(b) Each Provider agrees that all of its and its Affiliates' employees and any third-party service providers and subcontractors, when on the property of Buyer or when given access to any equipment, computer, software, network or files owned or controlled by Buyer, shall conform to the policies and procedures of Buyer concerning health, safety and security which are made known to such Provider in advance in writing.

(c) For purposes of this Agreement, "**Data**" means all data, reports and other materials or intellectual property that are or were received, processed or stored for [Company] by the applicable Provider or created by such Provider, in each case, in or pursuant to its performance of the Services under this Agreement, but excluding data, intellectual property or materials that are created by Provider that do not relate to the [Company / Business / Assets]. As between the Parties, on and after the date of this Agreement, all Data will be the exclusive property of Company and neither Provider shall possess any interest, title, lien or right in connection therewith. To the extent any right, title or interest in or to any Data or (without limiting the foregoing) any copyright or trade secret rights therein vests in either Provider, by operation of law or otherwise, such Provider shall, and hereby does, irrevocably assign to Company any and all such right, title and interest it possesses in such Data or other copyright or trade secret rights therein to Company. Each Provider agrees that it shall safeguard the Data to the same extent it protects its own similar materials. Each Provider agrees that Data shall not be utilized by such Provider for any purpose other than in support of such Provider's obligations hereunder. Each Provider agrees that neither the Data nor any part thereof shall be disclosed, sold, assigned, leased or otherwise disposed of to third parties by such Provider or commercially exploited by or on behalf of such Provider, its employees or agents. Each Provider agrees that in the event that such Provider either determines that it is required to disclose or provide information of Company that is subject to this **Section 1.04(c)**, such Provider shall, unless prevented from doing so by Law, notify Company prior to disclosing (as is reasonable under the circumstances) and provide such information and shall cooperate at the expense of Company in seeking any reasonable protective arrangements requested by Company. Subject to the foregoing, such Provider may thereafter disclose or provide information to the extent required by such Law or by lawful process. Upon termination of any Service provided hereunder, the applicable Provider agrees that it shall either (a) transfer to Company all such Data or (b) provide Company reasonable access to retained Data for a period not to exceed 6 months following said termination whereupon such Data will be transferred to Company or otherwise made available to Company as Company may reasonably request in accordance with **Section 1.04(d)**, below.

(d) Each Provider agrees that such Provider shall provide to Company all of Company's Data and any other Confidential Information of Company in such Provider's possession or control in a medium and format reasonably requested by Company, and upon request by Company destroy or deliver up all copies of Company's Data and any other Confidential Information of Company in such Provider's possession or control except to the extent required by Law or regulation to keep such information or as necessary for such Provider to comply with the terms of this Agreement or such Provider's

customary document retention policies; provided that such Provider maintains the confidentiality of any such Confidential Information in accordance with this Agreement.(3)

(e) Each Provider shall use commercially reasonable efforts to respond promptly to all reasonable requests for information from Buyer related to the functionality or operation of the Services provided by such Provider. Without limiting the generality of the foregoing, in connection with the provision of the Services, NRG hereby designates Brian Curci as its representative (the "NRG Representative") to act as the primary contact Person with respect to the provision of the Services provided by NRG. Seller hereby designates Daniel McDevitt as its representative (the "Seller Representative" and each of Seller Representative and NRG Representative, a "Provider Representative") to act as the primary contact Person with respect to the provision of the Services provided by Seller. Each Provider may change its Provider Representative by providing written notice to Buyer at least 3 Business Days prior to such change taking effect, and provided that any replacement Provider Representative be a managerial-level employee of such Provider of like skill and qualification that is acceptable to Buyer in its reasonable discretion. Contact information for each Provider Representative shall be set forth in a written notice from the applicable Provider to Company.

(f) In connection with its obligations hereunder, Buyer hereby designates [ ] as its representative (the "Buyer Representative") to act as the primary contact Person with respect to Buyer's obligations hereunder. Buyer may change the Buyer Representative by providing written notice to each Provider at least 3 Business Days prior to such change taking effect, and provided that any replacement Buyer Representative be a managerial-level employee of Buyer of like skill and qualification that is acceptable to both Providers in their reasonable discretion. Contact information for the initial Buyer Representative shall be set forth in a written notice from Buyer to both Providers.

ARTICLE II
Compensation

Section 2.01 **Responsibility for Wages and Fees.** With respect to each Provider, for such time as any employees of such Provider or any of its Affiliates are providing the Services to Buyer under this Agreement, (a) such employees will remain employees of such Provider or such Affiliate, as applicable, and shall not be deemed to be employees of Buyer for any purpose, and (b) such Provider or such Affiliate, as applicable, shall be solely responsible for the payment and provision of all wages, bonuses and commissions, employee benefits, including severance and worker's compensation, and the withholding and payment of applicable Taxes relating to such employment.

(3) Note to Draft: Sections 1.04(c)-(d) may require modifications based on the structure of the applicable Purchase Agreement.

Section 2.02 **Terms of Payment and Related Matters.**

(a) As consideration for provision of the Services, Buyer shall pay [the applicable Provider] the amount specified for each Service on such Service's respective Service Exhibit. [In addition to such amount, in the event that either Provider or any of its Affiliates incurs reasonable and documented out-of-pocket expenses in the provision of any Service, including license fees and payments to third party service providers or subcontractors, but excluding payments made to employees of such Provider or any of its Affiliates pursuant to **Section 2.01** (such included expenses, collectively, "**Out-of-Pocket Costs**"),(4) Buyer shall reimburse such Provider for all such Out-of-Pocket Costs in accordance with the invoicing procedures set forth in **Section 2.02(b)**.]

(b) Each Provider shall provide Buyer, in accordance with **Section 6.01** of this Agreement, with monthly invoices ("**Invoices**"), which shall set forth in reasonable detail, amounts payable under this Agreement.

(c) Payments pursuant to this Agreement shall be made within thirty (30) days after the date of receipt of an Invoice by Buyer from the applicable Provider.

Section 2.03 **Extension of Services.** The parties agree that no Provider shall be obligated to perform any given Service after the applicable End Date of such Service; *provided*, *however*, that if Buyer desires and the relevant Provider agrees to continue to perform any of the Services after the applicable End Date, such Provider and Buyer shall negotiate in good faith to determine an amount that compensates such Provider for all of its costs for such performance, including the time of its employees and its Out-of-Pocket Costs. The Services so performed by such Provider after the applicable End Date shall continue to constitute Services under this Agreement and be subject in all respects to the provisions of this Agreement for the duration of the agreed-upon extension period.

Section 2.04 **Terminated Services.** Upon termination or expiration of any given Service pursuant to this Agreement, or upon the termination of this Agreement in its entirety, the applicable Provider(s) shall not have any further obligation to provide such terminated Service(s) and Buyer will have no obligation to pay any future compensation or any other amount relating to such Service(s) (other than for or in respect of Service(s) already provided in accordance with the terms of this Agreement and received by Buyer prior to such termination).

Section 2.05 **Invoice Disputes; Late Payments.** In the event of an Invoice dispute, Buyer shall deliver a written statement to the applicable Provider no later than ten (10) days prior to the date payment is due on the disputed Invoice listing all disputed items and providing a reasonably detailed description of each disputed item. Amounts not so disputed shall be deemed accepted and shall be paid, notwithstanding disputes on other items, within the period set forth in **Section 2.02(c)**. The applicable Provider and Buyer shall seek to resolve all such disputes expeditiously and in good faith. The applicable Provider shall continue performing the applicable Services in accordance with this Agreement pending resolution of any dispute. Outstanding invoiced amounts, other than amounts disputed in good faith by Buyer pursuant to this **Section 2.05**, that are not paid in full in accordance with **Section 2.02(b)** shall bear interest from the date such payment was due under this Agreement until paid at the lesser of the rate of 1.25% or the highest amount permitted under applicable Law, calculated daily and compounded monthly. Buyer shall also reimburse such Provider for all costs incurred in collecting any such late payments, including, without limitation, attorneys' fees (but, for the avoidance of doubt, excluding any such costs and attorneys' fees for disputed amounts finally determined not to be due and owing under this Agreement).

(4) Note to Draft: Such Out-of-Pocket Costs shall be limited to the same categories of services as included in the Plant Level Pass-Through Expenses included in the NRG-GenOn TSA.

Section 2.06 **No Right of Setoff.** Each of the parties hereto hereby acknowledges that it shall have no right under this Agreement to offset any amounts owed (or to become due and owing) to another party, whether under this Agreement, the Purchase Agreement or otherwise, against any other amount owed (or to become due and owing) to it by another party.

Section 2.07 **Taxes.** Buyer shall be responsible for all sales or use Taxes imposed or assessed as a result of the provision of Services by Providers.

ARTICLE III
Termination

Section 3.01 **Termination of Agreement.** Subject to **Section 3.04**, and with respect to a Provider, this Agreement shall terminate in its entirety (a) on the date upon which such Provider shall have no continuing obligation to perform any Services as a result of each of their expiration or termination in accordance with **Section 1.01(d)** or **Section 3.02** or (b) in accordance with **Section 3.03**.

Section 3.02 **Breach.** Subject to the last sentence of this **Section 3.02**, Buyer, on the one hand, or the applicable Provider, on the other hand (the "**Non-Breaching Party**"), may terminate this Agreement with respect to any Service provided by the applicable Provider, in whole but not in part, at any time upon thirty (30) days' prior written notice to the other party (the "**Breaching Party**") if the Breaching Party has failed (other than pursuant to **Section 3.05**) to perform any of its material obligations under this Agreement relating to such Service, and such failure shall have continued without cure for a period of [fifteen (15)] days after receipt by the Breaching Party of a written notice of such failure from the Non-Breaching Party seeking to terminate such Service. For the avoidance of doubt, non-payment by Buyer for a Service provided by such Provider in accordance with this Agreement and not the subject of a good-faith dispute shall be deemed a breach for purposes of this **Section 3.02**. Any termination under this **Section 3.02** shall apply only as between Buyer and the applicable Provider of the applicable service and shall not affect this Agreement as between Buyer and the other Provider.

Section 3.03 **Insolvency.** Subject to the last sentence of this **Section 3.03,** in the event that Buyer, on the one hand, or a Provider, on the other hand, shall, after the date of this Agreement, (a) file a petition in bankruptcy, (b) become or be declared insolvent, or become the subject of any proceedings (not dismissed within [sixty (60)] days) related to its liquidation, insolvency or the appointment of a receiver, (c) make an assignment on behalf of all or substantially all of its creditors, or (d) take any corporate action for its winding up or dissolution, then (i) with respect to such Provider, Buyer and (ii) with respect to Buyer, either Provider shall have the right to terminate this Agreement as between Buyer and such Provider by providing written notice in accordance with **Section 6.01**. Any termination under this **Section 3.03** shall apply only as between Buyer and the applicable Provider and shall not affect this Agreement as between Buyer and the other Provider.

Section 3.04 **Effect of Termination.** Upon termination of this Agreement in its entirety pursuant to **Section 3.01**, all obligations of the parties hereto shall terminate, except for the provisions of (a) **Section 2.04** (Terminated Services), **Section 2.05** (Invoice Disputes), **Section 2.06** (No Right of Setoff), **Section 2.07** (Taxes), **Article IV** (Confidentiality), and **Article VI** (Miscellaneous), which shall survive any termination or expiration of this Agreement in accordance with their terms and (b) **Article V** (Limitation of Liability; Indemnification), which

shall survive any termination or expiration of this Agreement for two years following the End Date; provided that, for the avoidance of doubt, any claim made for breach of any of the foregoing Sections prior to the applicable survival date shall survive until such claim is finally resolved.

Section 3.05 **Force Majeure.** With respect to each Provider, such Provider's obligation under this Agreement shall be excused when and to the extent its performance of that obligation is prevented due to Force Majeure (as defined below); provided, however, that such Provider shall not be excused by Force Majeure (i) from any obligation to pay money or (ii) if such Provider fails to follow its disaster recovery and business continuity planning procedures. Such Provider that is prevented from performing its obligation(s) by reason of Force Majeure shall promptly notify Buyer of that fact and the extent and cause thereof and shall exercise due diligence to end its inability to perform as promptly as practicable. Notwithstanding the foregoing, such Provider is not required to settle any strike, lockout or other labor dispute in which it may be involved; provided, however, that, in the event of a strike, lockout or other labor dispute affecting such Provider, such Provider shall use reasonable efforts to continue to perform all obligations hereunder by utilizing its management personnel and that of its Affiliates. The applicable End Date for any Service so suspended shall be automatically extended for a period of time equal to the time lost by such suspension. "**Force Majeure**" means any cause beyond the reasonable control of the applicable Provider, including the following causes (unless they are within such party's reasonable control): (a) floods, earthquakes, landslides, storms, snowstorms and ice storms (including freezing of facilities or equipment), tornadoes, hurricanes, dust storms, lightning, fire, explosions, perils of sea, epidemics, pestilences and other acts of God, in each case solely to the extent such events are major disasters; (b) strikes, lockouts or other labor disputes; (c) labor or material shortages; (d) failure or breakdown of facilities or equipment from any other cause not specifically listed herein, provided that such failure or breakdown is not caused by the failure of the Provider hereto claiming Force Majeure to operate and maintain those facilities or equipment in accordance with this Agreement; (e) wars (regardless of whether declared), embargoes, blockades and others acts of the public enemy; (f) revolutions, civil wars, civil disturbances, civil disobedience, insurrections, riots, assassinations and ethnic and religious strife; (g) sabotage, terrorism and threats thereof; (h) political developments, elections and changes of government; and (i) acts of [Governmental or Regulatory Authorities],(5) including the following: adoption, issuance, amendment, interpretation or repeal of laws; failures to grant licenses, certificates, permits, orders, approvals, determinations and authorizations from [Governmental or Regulatory Authorities] having valid jurisdiction; restraints; expropriations, requisitions, confiscations, condemnations and other takings; export or import restrictions; closing of ports, airports, terminals, roadways, waterways, rail lines, telecommunications systems or other facilities or systems; impositions of martial law; and rationing or allocation schemes (whether imposed by [Governmental or Regulatory Authorities] or by business in cooperation with [Governmental or Regulatory Authorities]). Notwithstanding anything contained in the foregoing definition, a party's lack of finances shall not constitute Force Majeure.

(5) Note to Draft: Conform to Purchase Agreement.

ARTICLE IV
Confidentiality

Section 4.01 **Confidentiality.**

(a) During the term of this Agreement and thereafter, each Provider, on the one hand (as to itself and not as to the other Provider), and Buyer, on the other hand, and shall instruct its respective Affiliates and its and their respective officers, directors, managers, employees, agents, partners, members, counsel, accountants, financial advisors, engineers, consultants, subcontractors providing Service(s), and other advisors, representatives or agents (collectively, "**Representatives**") to, maintain in confidence and not disclose the other's financial, technical, sales, marketing, development, personnel, and other information, records, or data, including, without limitation, customer lists, supplier lists, trade secrets, designs, product formulations, product specifications or any other proprietary or confidential information, however recorded or preserved, whether written or oral (any such information, "**Confidential Information**"). Such Provider, on the one hand, and Buyer, on the other hand, shall use the same degree of care, but no less than reasonable care, to protect the other's Confidential Information as it uses to protect its own Confidential Information of like nature. Unless otherwise authorized in any other agreement between such Provider and Buyer, such Provider or Buyer, as applicable, receiving any Confidential Information of the other (the "**Receiving Party**"), may use Confidential Information only for the purposes of fulfilling its obligations under this Agreement (the "**Permitted Purpose**"). Any Receiving Party may disclose such Confidential Information only to its Affiliates and its and their respective Representatives who have a need to know such information for the Permitted Purpose and who have been advised of the terms of this **Section 4.01** and the Receiving Party shall be liable for any breach of these confidentiality provisions by such Persons; *provided*, *however*, that (i) each Provider may disclose Confidential Information of Buyer to the other Provider and such other Provider's Affiliates and Representatives, but each Provider shall only be liable for any breach of the confidentiality provisions of this Agreement with respect to its own Affiliates and Representatives and not those Affiliates and Representatives of the other Provider or any breaches of the other Provider, and (ii) any Receiving Party may disclose such Confidential Information to the extent such Confidential Information is required to be disclosed by an [Order],(6) in which case the Receiving Party shall promptly notify, to the extent possible, the disclosing party (the "**Disclosing Party**"), and take reasonable steps, at the expense of the Disclosing Party, to assist in contesting such Order or in protecting the Disclosing Party's rights prior to disclosure, and in which case the Receiving Party shall only disclose such Confidential Information that it is advised by its counsel in writing that it is legally bound to disclose under such Order.

(b) Notwithstanding the foregoing, "Confidential Information" shall not include any information that the Receiving Party can demonstrate: (i) was publicly known at the time of disclosure to it, or has become publicly known through no act of the Receiving Party or its Representatives in breach of this **Section 4.01**; (ii) was received from a third party without a duty of confidentiality; or (iii) was developed by it independently without any reliance on the Confidential Information.

(c) Upon demand by the Disclosing Party at any time, or upon expiration or termination of this Agreement with respect to any Service, the Receiving Party agrees promptly to return or destroy, at the Disclosing Party's option, all Confidential Information. If such Confidential Information is destroyed, an authorized officer of the Receiving Party shall certify to such destruction in writing.

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(6) Note to Draft: Conform to Purchase Agreement.

ARTICLE V
Limitation on Liability; Indemnification

Section 5.01 **Limitation on Liability.** In no event shall either Provider have any liability under any provision of this Agreement for any punitive, incidental, consequential, special or indirect damages, including loss of future revenue or income, loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement, or diminution of value or any damages based on any type of multiple, whether based on statute, contract, tort or otherwise, and whether or not arising from the other party's sole, joint, or concurrent negligence, strict liability, criminal liability or other fault. Buyer acknowledges that the Services to be provided to it hereunder are subject to, and that its remedies under this Agreement are limited by, the applicable provisions of **Section 1.02**, including the limitations on representations and warranties with respect to the Services. Notwithstanding anything to the contrary in this Agreement, in no event shall a Provider have any liability under any provision of this Agreement related to or arising out of any action or inaction of the other Provider.

Section 5.02 **Indemnification of Buyer.** Subject to the limitations set forth in **Section 5.01**, each Provider (severally and not jointly with the other Provider) shall indemnify, defend and hold harmless Buyer and its Affiliates and each of their respective Representatives (collectively, the "**Buyer Indemnified Parties**") from and against any and all [Losses](7) of the Buyer Indemnified Parties relating to, arising out of or resulting from the gross negligence or fraud of such Provider or its Affiliates, or its or their respective employees, contractors or subcontractors that provides a Service to Buyer pursuant to **Section 1.03** in connection with the provision of, or failure to provide, any Services to Buyer.

Section 5.03 **Indemnification of Providers** Subject to the limitations set forth in **Section 5.01**, Buyer shall indemnify, defend and hold harmless each Provider and its Affiliates and each of their respective Representatives (collectively, with respect to each Provider, the "**Provider Indemnified Parties**") from and against any and all [Losses] of the Provider Indemnified Parties relating to, arising out of or resulting from the Services or the provision thereof, except to the extent arising out of or result from the gross negligence or fraud of such Provider or its Affiliates.

ARTICLE VI
Miscellaneous

Section 6.01 **Notices.** All Invoices, notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this **Section 6.01**):

(7) Note to Draft: Conform to Purchase Agreement.

(a) if to Seller:

[GenOn Energy, Inc.]
[SELLER ADDRESS]
E-mail: [E-MAIL ADDRESS]
Attention: [TITLE OF OFFICER TO RECEIVE NOTICES]

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

Kirkland & Ellis LLP
609 Main Street, Houston, Texas 77002
E-mail: kim.hicks@kirkland.com
Attention: Kimberly Hicks

(b) if to NRG:

NRG Energy, Inc.
804 Carnegie Center
Princeton, NJ 08540
E-mail: OGC@NRG.com
Attention: David Hill

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

Baker Botts, L.L.P.
1299 Pennsylvania Ave., NW
E-mail: elaine.walsh@bakerbotts.com
Attention: Elaine Walsh

(c) if to Buyer:

[BUYER NAME]
[BUYER ADDRESS]
E-mail: [E-MAIL ADDRESS]
Attention: [TITLE OF OFFICER TO RECEIVE NOTICES]

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

[BUYER LAW FIRM]
[BUYER LAW FIRM ADDRESS]
E-mail: [E-MAIL ADDRESS]
Attention: [ATTORNEY NAME]

Section 6.02 **Headings.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 6.03 **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 6.04 **Entire Agreement.** This Agreement, including the Service Exhibit, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event and to the extent that there is a conflict between the provisions of this Agreement and the provisions of the Purchase Agreement as it relates to the Services hereunder, the provisions of this Agreement shall control.

Section 6.05 **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Buyer may not assign its rights or obligations hereunder without the prior written consent of the applicable Provider with respect to rights and obligations related to such Provider, which consent shall not be unreasonably withheld or delayed, and neither Provider

may assign its rights or obligations hereunder without the prior written consent of Buyer, which consent shall not be unreasonably withheld of delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 6.06 **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

Section 6.07 **Amendment and Modification; Waiver.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto; provided, however, that Buyer and a Provider may amend, modify or supplement this Agreement solely between Buyer and such Provider by a writing signed by Buyer and such Provider (but, for the avoidance of doubt, such amendment, modification or supplement shall apply only to Buyer and such Provider and shall not apply to or affect this Agreement with respect to the other Provider). No waiver by any party hereto of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(a) **Governing Law; Submission to Jurisdiction.** This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the State

of New York, without regard to otherwise governing principles of conflicts of law that would result in the application of the law of any other jurisdiction. In addition to any remedies at law, or expressly set forth herein, each party hereto acknowledges that the other parties shall be permitted, without the posting of a bond or other security, to pursue equitable remedies in respect of any breach of the terms of this Agreement, including, without limitation, the right to enforce such terms specifically notwithstanding the availability of adequate money damages.

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

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

Section 6.08 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

[BUYER]

By: _____

Name: _____

Title: _____

GENON ENERGY, INC.

By: _____

Name: _____

Title: _____

NRG ENERGY, INC.

By: _____

Name: _____

Title: _____

EXHIBIT A

TO FORM OF THIRD PARTY TSA

Services		Service Term	Cost ($)	Provider
1.	Executive and Administrative	[TBD]	[$· per month]	[·]
(a)	Human Resources			
(b)	Regulatory and Public Affairs			
(c)	Executive			
2.	Accounting	[TBD]	[$· per month]	[·]
3.	Tax	[TBD]	[$· per month]	[·]
4.	General IT Services	[TBD]	[$· per month]	[·]
5.	Treasury and Planning	[TBD]	[$· per month]	[·]
(a)	Budgets			
(b)	Economic Modeling			
(c)	Financing			
(d)	Insurance			
(e)	Communications and Investor Relations			
6.	Operations and Asset Management	[TBD]	[$· per month]	[·]
(a)	Contracting and Contract Administration			
(b)	Engineering, Construction and Operation			
(c)	Permitting			
(d)	Environmental and Safety			
7.	Risk and Commercial Operations	[TBD]	[$· per month]	[·]
8.	Legal	[TBD]	[$· per month]	[·]

Schedule A
Services

\Services		Service Term	Cost ($)
1.	Executive and Administrative	6/30/2018	
(a)	Human Resources		
(b)	Regulatory and Public Affairs		
(c)	Executive		
2.	Accounting	6/30/2018	
3.	Tax	6/30/2018	
4.	General IT Services	9/30/2018	
5.	Treasury and Planning	6/30/2018	
(a)	Budgets		
(b)	Economic Modeling		
(c)	Financing		
(d)	Insurance		
(e)	Communications and Investor Relations		
6.	Operations and Asset Management	6/30/2018	
(a)	Contracting and Contract Administration		
(b)	Engineering, Construction and Operation		
(c)	Permitting		
(d)	Environmental and Safety		
7.	Risk and Commercial Operations	6/30/2018	
8.	Legal	6/30/2018	

Schedule B

Provider Permits and Licenses Requiring Consent, Transfer or Procurement

System name	Supplier
ATI Aware - Automation Tech	INTERTEK USA INC
E NoTIFICATION	ENGINEERING CONSULTANTS GROUP INC
eDAS	Environmental Monitoring Solutions
INTEG (GADS Only)	INTEG
Intelex	INTELEX TECHNOLOGIES
NetDAHS	B&W
OSI PI	OSI PI
PRIMAVERA	ORACLE
Redtag Pro	Instamation Systems
Stackvision	Environmental Systems Corp
ADAPTONE	ADAPTONE LLC
Adobe products	Adobe through SHI reseller
Cartwright	Cartwright
CATSWEB - AssurX	Assurex
C-Cure	Tyco
Cisco Unity Messaging	Cisco
Concur	SAP
E*Trade	ETRADE
ENTERPRISE SECURITY FOR ENDPOINTS (TrendMicro)	SHI
eVault / Discovery Accelerator	eVault
Level 3 Network MPLS	Level 3
MHM/RBMWare	Emerson
MSDSOnline	MSDSOnline
ONESOURCE IT SW	THOMSON REUTERS
PEPSE/Pmax/PdP	Scientech
SQL COMPLIANCE MANAGER	SHI
Telecom Providers - Various	Various Telecom - AT&T, Frontier, Verizon, et al.
Microsoft	Microsoft
SAP	SAP
Oracle	Oracle

Schedule C

Company Permits and Licenses Requiring Consent, Transfer or Procurement

ABB Ventyx NMR2 - GMS Upgrade NM SCADA-GMS dated December 29, 2011

201102-1409

SAP Master Agreement, as amended

Schedule D

Plant Level Pass-Through Services

ID	Service	Processes	Metric and Monitoring Mechanism	Pass -through Costs
General Passthrough				
GENERAL - 1	T&E	General T&E to Plants	General T&E to Plants	Pass -through Costs
GENERAL - 2	Telephone and Utilities	Telephone and Utilities with work order	Telephone and Utilities	Pass -through Costs
GENERAL - 3	O&M Expenses	O&M Expenses specific to plant with work order	O&M Expenses	Pass -through Costs
GENERAL - 4	Office Supplies and Expenses	Office Supplies and Expenses for a plant	Office Supplies and Expenses	Pass -through Costs
GENERAL - 5	Intercompany GenOn Costs	Intercompany: Commercial Settlement (ISO, Fuels, Emissions, Transport) Insurance, GenOn Benefits and Payroll, Pcard, Pension, IT Equipment at Plants, Financial Settlements and Choctaw MISO and Transmission	Intercompany Settlements	Pass -through Costs
IT				
IT-1	IT - Contracts	Contracts for vendor software/hardware/services used by GenOn plants or specific GenOn licenses	As needed	Pass -through Costs
Engineering and Construction				
EC-1	GenOn Westland Capping Project	Completion of project per material project contracts · Furnish and Install Agreement 4501655454 — APTIM Environmental & Infrastructure · CQA Services Agreement 4501506233 — AECOM	Continued metrics and monitoring as per agreements	Pass -through Costs
EC-2	GenOn Westland WWTS Project	Completion of project per material project contracts: · Equipment Purchase Agreement 4501730662 — GWTT · Construction Services Agreement 4501755209 - GWTT	Continued metrics and monitoring as per agreements	Pass -through Costs
EC-3	GenOn Brandywine WWTS Project	Completion of project per material project contracts: · Equipment Purchase Agreement 4501704655 — GE · Construction Services Agreement 4501748147 - DRA Taggert · Construction Services Agreement 4501777987 - JRM	Continued metrics and monitoring as per agreements	Pass -through Costs

EC-4	GenOn Chalk Point U3 Cooling Tower Project	Completion of project per material project contracts: · Engineer, Procure and Construct Agreement for The Chalk Point Cooling Tower Unit No. 3 Repair Between NRG Chalk Point LLC and International Chimney Corporation, Agreement No. 4501477376 · Owner's Engineer Service Agreement 4501444346 — Wiss, Janney, Eistner Associates (WJE)	Continued metrics and monitoring as per agreements	Pass -through Costs
EC-5	GenOn Faulkner Capping Project	Completion of project per material project contracts: · Furnish and Install Agreement 4501688944 — APTIM Environmental & Infrastructure · CQA Services Agreement 4501471985 — Golder Associates · Construction Services Agreement 4501772319 - Bowling Brothers Excavating · Furnish and Install Agreement 4501684321 - DRA Taggert	Continued metrics and monitoring as per agreements	Pass -through Costs
EC-6	GenOn Brandywine Capping Project	Completion of project per material project contracts: · Furnish and Install Agreement 4501680469 — APTIM Environmental & Infrastructure · CQA Services Agreement 4501692014 — AECOM	Continued metrics and monitoring as per agreements	Pass -through Costs
Insurance				
INS - 3	Insurance	Maintain insurance coverage		Pass -through Costs

Exhibit 10.3

EXECUTION VERSION

Cooperation Agreement

This Cooperation Agreement (this "Agreement") dated as of December 14, 2017, is by and between GenOn Energy, Inc. ("GenOn") and NRG Energy, Inc. ("NRG"); and

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

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

ARTICLE I

DEFINITIONS

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

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

"Agreement" has the meaning set forth in the preamble.

"Avon Lake" means NRG Power Midwest LP's power station located in Avon Lake, Ohio.

"Avon Lake Assignment" has the meaning set forth in Section 2.2(b).

"Avon Lake Option" has the meaning set forth in Section 2.1(c).

"Avon Lake Option Closing" has the meaning set forth in Section 2.2(b).

"Avon Lake Option Notice" has the meaning set forth in Section 2.2(b).

"Avon Lake Option Period" has the meaning set forth in Section 2.1(c).

"Avon Lake Option Price" has the meaning set forth in Section 2.1(c).

"Avon Lake Pipeline" means that certain proposed pipeline owned and under development by NRG Ohio Pipeline Company LLC that would provide a means to supply natural gas to Avon Lake.

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

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

"Canal 1 and 2" means the Canal generating station owned by NRG Canal LLC and located near Sandwich, Massachusetts.

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

"Canal 3 Agreements" means collectively: the (1) Option and Lease Agreement, dated March 31, 2016, by and between NRG Canal LLC and NRG Canal 3 Development LLC; (2) Operation and Maintenance Agreement, dated December 16, 2016, by and between NRG Canal LLC and NRG Canal 3 Development LLC; and (3) Shared Facilities Agreement, dated December 16, 2016, by and between NRG Canal LLC and NRG Canal 3 Development, each as amended, modified and supplemented from time to time.

"Canal 3 Assignment" has the meaning set forth in Section 2.2(a).

"Canal 3 Development LLC" has the meaning set forth in Section 2.1(a).

"Canal 3 Development Schedule" has the meaning set forth in Section 2.1(b).

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

"Canal 3 Option Closing" has the meaning set forth in Section 2.2(a).

"Canal 3 Option Notice" has the meaning set forth in Section 2.2(a).

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

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

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

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

"Confirmation Order" means the order of the Bankruptcy Court confirming the Plan under Section 1129 of the Bankruptcy Code, consistent with the Restructuring Support Agreement.

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

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

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

"Coolwater Easement" as the meaning set forth in Section 2.1(b).

"Deer Park" means that certain petrochemical facility located in Deer Park, Texas, and owned by Shell Oil Company that is subject to the Deer Park O&M Agreement.

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

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

"Effective Date" means the date on which the Confirmation Order is entered by the Bankruptcy Court.

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

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

"GenOn" has the meaning set forth in the preamble.

"GenOn Steering Committee" has the meaning set forth in the Restructuring Support Agreement.

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

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

"Grantee" means an entity designated by NRG.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

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

"Lien" means any claim, lien, pledge, option, warrant, put, call, security interest, deed of trust, mortgage, right of way, encroachment, building or use restriction, conditional sales agreement, encumbrance or other right of third parties, whether voluntarily incurred or arising by operation of law, and includes, without limitation, any agreement to give any of the foregoing in the future, and any contingent sale or other title retention agreement or lease in the nature thereof, in each case, other than Permitted Liens.

"NRG" has the meaning set forth in the preamble.

"Party" or "Parties" has the meaning set forth in the recitals.

"Permitted Liens" means (a) any Lien identified on Schedules 2.2(a) or 2.2(b) attached hereto; (b) any Lien for or in respect of taxes or other governmental charges that are not yet delinquent or are being contested in good faith; (c) any Lien set forth in the organizational documents of Canal 3 Development LLC or NRG Ohio Pipeline Company LLC or this Agreement, as the case may be; (d) the terms and

conditions of the contracts and permits applicable to Canal 3 or Avon Lake, as the case may be; (e) any Lien that is released at or prior to the transfer of the interests in and to Canal 3 Development LLC, NRG Ohio Pipeline Company LLC or the assets relating to Canal 3 or Avon Lake Pipeline, as the case may be; (f) as to any real property rights, any Liens encumbering any real property rights which, with respect to NRG Ohio Pipeline Company LLC or Canal 3 Development LLC, as applicable, do not materially detract from the value or marketability of or materially interfere with the use or operation of such real property rights as currently used or operated in the ordinary course of business; and (g) restrictions on transfer under any applicable securities laws.

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

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

"Railcar Lease" has the meaning set forth in Section 2.1(d).

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

"Reorganized GenOn" has the meaning set forth in the Plan.

"Restructuring Support Agreement" has the meaning set forth in the recitals.

"Return Amount" has the meaning set forth in Section 2.1(a).

"SCE" has the meaning set forth in Section 2.1(b).

"Settlement Agreement" means the Settlement Agreement and Release by and between NRG and GenOn dated December 14, 2017.

"Seward" means that generation station and certain related real property and facilities located at Plant Road, New Florence, Pennsylvania.

"Solar Site Lease Agreement" means that certain Solar Site Lease Agreement, dated May 4, 2016, by and between NRG Canal LLC and NRG Renew Canal I LLC, as amended, modified and supplemented from time to time.

Section 1.2 General Interpretive Principles.

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

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

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

(d) References to "days" shall mean calendar days.

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

ARTICLE II

COOPERATION AND DEVELOPMENT

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

(a) GenOn shall pay NRG $15 million within three days of the Effective Date. Such amount shall be credited towards the Canal 3 Option Price if GenOn exercises the Canal 3 Option (as defined herein). GenOn shall have until 12:00 noon ET on January 22, 2018, to file a notice with the Bankruptcy Court to reject the Canal 3 Agreements. If such notice is not filed by such date, the Canal Agreements shall be deemed assumed by GenOn or the applicable Debtor without any additional order from the Bankruptcy Court. If such notice is timely filed, then in lieu of any rejection damages or rights under 11 U.S.C. § 365(h)(1)(A)(2), the Services Credit (as defined in the Transition Services Agreement between NRG and GenOn dated December 14, 2017) will be reduced by $15 million. On the Effective Date, GenOn shall assume the Solar Site Lease Agreement. The Parties acknowledge that the foregoing agreements are being made as a negotiated settlement to resolve any and all disputes or potential disputes between the Parties (and among the Parties and their creditors) in connection with the entry into the Canal 3 Agreements (including, but not limited to, the litigation captioned *Wilmington Trust Co. et al. v. NRG Energy, Inc., et al., C.A. No. N16C-12-090 PRW CCLD (Del. Super. Ct.)*) and to avoid a dispute between the Parties regarding the claims NRG would have in the bankruptcy process in connection with the rejection of the Canal 3 Agreements. For the avoidance of doubt, NRG shall not have any rights to access the Canal 3 site from and after the filing of the notice described in the second sentence of this paragraph, except for the purpose of removing NRG property from the site.

(b) NRG hereby grants GenOn an option (the "Canal 3 Option") which shall expire at 11:59 PM EPT on March 31, 2018 (the "Canal 3 Option Period"), to acquire all of NRG's and its Affiliates' membership interests in and to NRG Canal 3 Development LLC, a Delaware limited liability company ("Canal 3 Development LLC"), and any interest of NRG or its Affiliates (other than GenOn) in the Canal 3 Agreements, for the sum of (i) the lesser of (A) $40,000,000, and (B) the actual investment costs incurred by NRG solely with respect to Canal 3 up to and including November 30, 2017 inclusive of the development fee as specified in the Canal 3 Development Schedule, (ii) the lesser of (A) the cumulative budgeted amounts reflected on the development schedule previously provided to GenOn ("Canal 3 Development Schedule") through the transfer of such interests less the amount defined in Section 2.1(b)(i) and (B) the cumulative actual investment costs incurred by NRG solely with respect to Canal 3 through the transfer of such interests (provided that any amounts spent in

excess of the individual line item amounts set forth on the Canal 3 Development Schedule through the transfer of such interests shall be excluded from such cumulative actual investment costs except to the extent covered by any contingency available on the Canal 3 Development Schedule as of the date of transfer) less the amount defined in Section 2.1(b)(i) and (in either case, inclusive of the development fee as specified in the Canal 3 Development Schedule (subject to the following sentence) through the transfer of such interests), and (iii) a 10.5% return on the sum of (i) and (ii); *provided*, that the basis upon which the 10.5% return on investment is calculated shall exclude all development fees (the "Return Amount") (such sum, the "Canal 3 Option Price"), with such option to be exercised in accordance with and pursuant to Section 2.2(a). Development fees that are incurred after the transfer of the Canal 3 interests will not be due to the extent that GenOn (or any assignee of the Canal 3 Option pursuant to Section 4.3) provides NRG notice of its election not to have NRG provide development services after the transfer of such interests. During the Canal 3 Option Period and, if the Canal 3 Option is exercised, during the period prior to the Canal 3 Option Closing, NRG will (u) continue to invest in and develop Canal 3 using its commercially reasonable and good faith efforts and in accordance with the Canal 3 Development Schedule, (v) operate and conduct the business of Canal 3 Development LLC in the ordinary course of business consistent with past practice subject to the Canal 3 Development Schedule, (w) cause

Canal 3 Development LLC to comply in all material respects with all applicable laws, (x) cause Canal 3 Development LLC to defend and protect its properties and assets from infringement or usurpation and to otherwise maintain the properties and assets owned, operated or used by Canal 3 Development LLC in the same condition as they were on the Effective Date (other than with respect to ordinary wear and tear and developments made after the Effective Date in accordance with this Agreement), (y) cause Canal 3 Development LLC to pay all debts, taxes (unless disputed in good faith) and other obligations of Canal 3 Development LLC when due and to perform all of its obligations under all contracts relating to or affecting its properties, assets or business and (z) not enter into any material contracts other than as first disclosed to GenOn prior to the date of this Agreement or with the prior written consent of GenOn and the GenOn Steering Committee, which consent may not be unreasonably withheld, conditioned or delayed (provided that if any such consent is unreasonably withheld, conditioned or delayed, NRG shall not be responsible for any failure to comply with the Canal 3 Development Schedule to the extent resulting from the unreasonable withholding, conditioning or delay with respect to such consent). NRG represents and warrants to GenOn that the following is true and accurate in all material respects: as of November 30, 2017, the Return Amount was $2,211,937. NRG represents and warrants to GenOn that (i) the representations and warranties of NRG Gas Development Company, LLC set forth in Section 4 of the form of Assignment of Membership Interests attached hereto as Exhibit C are true and correct as of the date hereof as if made on and as of the date hereof and (ii) since November 30, 2017, NRG has conducted the business of Canal 3 Development LLC consistent with the Canal 3 Development Schedule.

(c) On or before December 31, 2017, (i) GenOn will terminate the Amended and Restated Coolwater Generating Station Radial Lines Agreement by and between Southern California Edison Company ("SCE") and NRG California South LP effective as of April 7, 1998 (as amended from time to time thereafter, the "Existing Radial Lines Agreement"), and (ii) GenOn will grant to Grantee an easement in the form attached hereto as Exhibit A (the "Coolwater Easement"). For the avoidance of doubt, upon the termination of the Existing Radial Lines Agreement, NRG will assume and be solely responsible for and bear any and all costs set forth in Section 9 of the Existing Radial Lines Agreement, including any letter of credit posting in an amount equal to the estimated Removal Cost (as defined in the Existing Radial Lines Agreement), and any refund payable to the plant owner pursuant to Section 9 of the Existing Radial Lines Agreement shall be paid to NRG. Notwithstanding anything to the contrary (including, without limitation, Section 4.3), NRG may assign such obligations to a buyer of all or substantially all of NRG's or its Affiliates' renewables business. NRG shall be released from such obligations if and only if such buyer (1)(A) has a long-term senior unsecured debt rating of at least "BBB-" from Standard & Poor's or "Baa3" from Moody's Investor Services, Inc. or (B) is controlled by an Affiliate meeting the criteria specified in clause (1)(A), or has (or it and its Affiliates have on a consolidated basis) tangible net worth of at least $250,000,000, and (2) assumes such obligations in writing signed by such buyer and acknowledges GenOn's rights as a third party beneficiary (provided that, in the event that the buyer meets the criteria specified in clause (1)(B) and not the criteria specified in (1)(A), the Affiliate that meets the criteria in clause (1)(A) (or, if the net worth of the buyer's Affiliates is being relied upon, such buyer's ultimate parent entity) shall guarantee such buyer's performance of the foregoing obligations). GenOn will not take any action that would give SCE the right to draw on such letter of credit or give rise to any additional obligations on NRG or its Affiliates (other than GenOn). With respect to the substations and related equipment located on or adjacent to the Grantor Property (as defined in the Coolwater Easement), GenOn will take such actions (at NRG's cost and expense) and provide such consents as SCE determines to be necessary or convenient for the interconnection of solar projects under development by NRG or its Affiliates in the vicinity of the Grantor Property.

(d) NRG hereby grants an option (the "Avon Lake Option") to GenOn which shall expire at 12:00 AM EPT on the date of Emergence (the "Avon Lake Option Period") to acquire all of NRG's membership interests in and to NRG Ohio Pipeline Company, LLC, a Delaware limited liability company for a price equal to the capital work in progress and expenses incurred for the Avon Lake Pipeline, net of intercompany

payables to GenOn with respect to the Avon Lake Pipeline (for the avoidance of doubt the intercompany payables to GenOn will not be affected by any purchase hereunder and instead will be treated in accordance with the Plan), reflected on NRG's most recent financial statements as of the date the option is exercised pursuant to an Avon Lake Option Notice (the "Avon Lake Option Price"), with such option to be exercised in accordance with and pursuant to Section 2.2(b). During the Avon Lake Option Period and, if the Avon Lake Option is exercised, during the period prior to the Avon Lake Option Closing, NRG will (v) operate and conduct the business of NRG Ohio Pipeline Company, LLC in the ordinary course of business consistent with past practice, (w) cause NRG Ohio Pipeline Company, LLC to comply in all material respects with all applicable laws, (x) cause NRG Ohio Pipeline Company, LLC to defend and protect its properties and assets from infringement or usurpation; provided that neither NRG Ohio Pipeline Company, LLC nor its Affiliates shall be required to prosecute or settle any landowner disputes or other claims associated with the stay of the pending eminent domain cases for any amounts in the aggregate that exceed the amounts currently in NRG's budget, and to otherwise maintain the properties and assets owned, operated or used by NRG Ohio Pipeline Company, LLC in the same condition as they were on the Effective Date (other than with respect to ordinary wear and tear and developments made after the Effective Date in accordance with this Agreement), (y) cause NRG Ohio Pipeline Company, LLC to pay all debts, taxes (unless any are disputed in good faith) and other obligations of NRG Ohio Pipeline Company, LLC when due and to perform all of its obligations under all contracts relating to or affecting its properties, assets or business and (z) not enter into any material contracts other than any agreements with landowners related to real property rights for the Avon Lake Pipeline or as first disclosed to GenOn prior to the date of this Agreement or with the prior written consent of GenOn and the GenOn Steering Committee, which consent may not be unreasonably withheld, conditioned or delayed. NRG represents and warrants to GenOn that (i) if the Avon Lake were exercised as of the Effective Date, the Avon Lake Option Price would be $6.508 million, which number accurately reflects the capital work in progress and expenses incurred for the Avon Lake Pipeline, net of intercompany payables to GenOn with respect to the Avon Lake Pipeline, reflected on NRG's most recent financial statements as of the Effective Date, and (ii) the representations and warranties of NRG Energy, Inc. set forth in Section 4 of the form of Assignment of Membership Interests attached hereto as Exhibit D are true and correct as of the date hereof as if made on and as of the date hereof.

(e) NRG will use its best efforts to procure promptly after the date of this Agreement, a full-service railcar lease with the following terms (such lease, the "Railcar Lease"): (i) between 300 and 330 rotary dump aluminum rail cars in good condition, (ii) commercially standard maintenance included as previously discussed between the parties, (iii) rail cars to be delivered to a mutually agreed location, (iv) such Railcar Lease shall not extend past May 31, 2021. NRG shall transfer and GenOn shall assume such Railcar Lease and the railcars subject to such lease, subject to GenOn's satisfaction of any criteria such lessor may have for transferees, on April 30, 2018.

(f) On or before December 31, 2017, GenOn shall cause its subsidiary GenOn Energy Services LLC to (i) transfer its employees whose responsibilities are exclusively or primarily related to the Seward and Deer Park generating stations to NRG Energy Services LLC and NRG Energy Services LLC shall assume any and all liabilities with respect thereto, including all liabilities relating to pension, retiree welfare and all other employee benefit plans in which such employees participate and (ii) assign the Deer Park O&M Agreement to NRG (and NRG shall assume all liabilities related thereto).

(g) As soon as practicable after the Effective Date, NRG and GenOn shall negotiate in good faith the continued shared use of the licenses and permits set forth on Exhibit B attached hereto and any additional permits and licenses reasonably requested by GenOn that are necessary for the operation of the business of GenOn after Emergence. If mutual agreement cannot be reached with respect to any such license or permit, NRG will use commercially reasonable efforts to assist GenOn in obtaining any such licenses or permits, including, upon the reasonable request of GenOn, initiating contacts with any third-party vendor or other supplier with whom NRG has a pre-existing relationship, providing all contact and relationship information

regarding all such third-party vendors, and making joint calls, arranging and conducting joint meetings or other contacts with such third-party vendors, in each case at GenOn's sole expense.

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

Section 2.2 Option Exercise.

(a) Prior to the expiration of the Canal 3 Option Period (or, if the Canal 3 Option is exercised, the Canal 3 Option Closing), NRG shall, and shall cause its Affiliates to, give GenOn and GenOn's Affiliates and representatives full access to the books and records, personnel of, and other reasonably requested information or access relating to Canal 3, Canal 3 Development LLC or any assets related thereto. GenOn may exercise the Canal 3 Option by delivering written notice (the "Canal 3 Option Notice") to NRG at any time during the Canal 3 Option Period. Until the expiration of the Canal 3 Option Period, NRG shall be restricted from transferring, selling, assigning or otherwise disposing of its interests in and to Canal 3 other than to GenOn or any of GenOn's Affiliates without GenOn's prior written consent. Following delivery of the Canal 3 Option Notice, (i) GenOn and NRG shall, as promptly as possible, (A) make, or cause to be made, all filings and submissions (including those under the HSR Act) required under any law applicable to such Person or its Affiliates in connection with the purchase of Canal 3 Development LLC, (B) use commercially reasonable efforts to obtain (or cause to be obtained) all consents authorizations orders and approvals from all Governmental Authorities that may be or become necessary for its execution and delivery of the Canal 3 Assignment (as defined below) and (C) reasonably cooperate with one another and their respective Affiliates in promptly seeking to obtain all such consents, authorizations, orders and approvals and not willfully take any action that will have the effect of delaying, impairing or impeding the receipt of any required consents, authorization, orders and approvals, and (ii) three business days after receipt of such approvals, GenOn shall pay the Canal 3 Option Price and NRG shall or shall cause its Affiliates to deliver the purchased interests (the "Canal 3 Option Closing") pursuant to delivery of an Assignment of Membership Interests Agreement executed by GenOn, NRG Gas Development Company, LLC, and NRG substantially in the form attached hereto as Exhibit C (the "Canal 3 Assignment"). If, for any reason, GenOn does not pay the Canal 3 Option Price by such date (other than due to the failure of NRG or any of its Affiliates to execute and deliver the Canal 3 Assignment and/or to consummate the transactions contemplated thereby), the Canal 3 Option will be deemed to have been forfeited. NRG hereby consents to the taking of any steps by GenOn (or its designees exercising the Canal 3 Option) that GenOn deems are reasonably necessary to effect any ministerial legal formalities in relation to such transfer, subject to NRG's right to consent to any filing of record in the applicable real property records, such consent not to be unreasonably withheld.

(b) Prior to the expiration of the Avon Lake Option Period (or, if the Avon Lake Option is exercised, the Avon Lake Option Closing), NRG shall, and shall cause its Affiliates to, give GenOn and GenOn's Affiliates and representatives full access to the books and records, personnel of, and other reasonably requested information or access relating to the Avon Lake Pipeline, NRG Ohio Pipeline Company LLC or any assets related thereto. GenOn may exercise the Avon Lake Option by delivering written notice (the "Avon Lake Option Notice") to NRG at any time during the Avon Lake Option Period. Until the expiration of the Avon Lake Option Period, NRG shall be restricted from transferring, selling, assigning or otherwise disposing of the interests in and to NRG Ohio Pipeline Company LLC other than to GenOn or any of GenOn's Affiliates without GenOn's prior written consent. Following delivery of the Avon Lake Option Notice, (i) GenOn and NRG shall, as promptly as possible, (A) make, or cause to be made, all filings and submissions (including those under the HSR Act) required under any law applicable to such Person or its Affiliates in connection with the purchase of the Avon Lake Pipeline, (B) use

commercially reasonable efforts to obtain (or cause to be obtained) all consents authorizations orders and approvals from all Governmental Authorities that may be or become necessary for its execution and delivery of the Avon Lake Assignment (as defined below) and (C) reasonably cooperate with one another and their respective Affiliates in promptly seeking to obtain all such consents, authorizations, orders and approvals and not willfully take any action that will have the effect of delaying, impairing or impeding the receipt of any required consents, authorization, orders and approvals (provided, however, that with respect to each of (A) and (B), NRG shall not be required to perform such actions with respect to any Ohio State regulatory proceedings), and (ii) three business days after receipt of such approvals, GenOn shall pay the Avon Lake Option Price and NRG shall, or shall cause its Affiliates to, deliver the purchased interests (the "Avon Lake Option Closing") pursuant to delivery of an Assignment of Membership Interests Agreement executed by GenOn and NRG, substantially in the form attached hereto as Exhibit D (the "Avon Lake Assignment"), which shall be consummated substantially contemporaneously therewith. If, for any reason GenOn does not pay the Avon Lake Option Price within such date (other than due to the failure of NRG or any of its Affiliates to execute and deliver the Avon Lake Assignment and/or to consummate the transactions contemplated thereby), the Avon Lake Option will be deemed to have been forfeited. If all required regulatory approvals for the Avon Lake Option Closing have not been received within four months of the exercise of such option, either Party may terminate such option with no further liability. NRG hereby consents to the taking of any steps by GenOn (or its designees

exercising the Avon Lake Option) that GenOn deems are reasonably necessary to effect any ministerial legal formalities in relation to such transfer, subject to NRG's right to consent to any filing of record in the applicable real property records, which shall not be unreasonably withheld.

Section 2.3 Disclaimer of Development Rights. NRG hereby irrevocably disclaims and relinquishes any and all other development rights, title and interest in relation to GenOn property sites and assets related thereto, other than those sites specified and/or dealt with by this Agreement (and, in such cases, as specified and dealt with by this Agreement). NRG represents that there are no development-related or other shared use agreements (whether written or oral, formal or informal) between GenOn and NRG or any of their respective Affiliates other than those set forth in Exhibit E attached hereto.

ARTICLE III

EFFECTIVENESS

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

Section 3.2 Termination; Extension. Subject to NRG or GenOn's respective continuing obligation to make payments then owing under this Agreement, the Parties may terminate this Agreement by mutual written Agreement. NRG's and its Affiliates' representations and warranties contained in this Agreement (i) with respect to Canal 3, shall terminate upon (A) if the Canal 3 Option is not exercised, the expiration of the Canal 3 Option Period and (B) if the Canal 3 Option is exercised, two years following the date of such exercise, and (ii) with respect to Avon Lake, shall terminate upon (A) if the Avon Lake Option is not exercised, Emergence and (B) if the Avon Lake Option is exercised, two years following the date of such exercise. NRG's and its Affiliates' liabilities with respect to such representations and warranties shall be subject to the limitations in the Canal 3 Assignment and the Avon Lake Assignment, as the case may be.

Section 3.3 Rights upon Termination. In the event of termination of this Agreement for any reason whatsoever, subject to this Article III, all obligations of either Party shall terminate. Upon such termination, the Receiving Party (as defined below) shall provide to the Disclosing Party (as defined below) all Confidential Information of the Disclosing Party in the Receiving Party's possession or control in a medium and format reasonably requested by the Disclosing Party, and upon request by the Disclosing Party destroy or deliver up all copies of Confidential Information of the Disclosing Party in the Receiving Party's

possession or control except to the extent required by Law or regulation to keep such information or as necessary for the Receiving Party to comply with the terms of this Agreement.

ARTICLE IV

GENERAL PROVISIONS

Section 4.1 Confidentiality.

(a) Each of NRG and GenOn agree that any information exchanged between the Parties or their respective Affiliates that is marked as confidential or proprietary or should reasonably be understood to be confidential or proprietary under the circumstances shall be treated as Confidential Information. Each of NRG and GenOn hereby agrees not to disclose or use at any time, either during the term of this Agreement or thereafter, any Confidential Information (as defined below) of the other Party, whether or not such information is developed by such Party, except to the extent that such disclosure or use is directly related to and required by (i) applicable law, regulation or discovery process, (ii) the performance of the Services pursuant to the terms of this Agreement or (iii) enforcement of such Party's rights under this Agreement. Each Party and its Affiliates shall take all commercially reasonable steps to safeguard the other Party's Confidential Information and to protect it against disclosure, misuse, espionage, loss and theft.

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

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

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

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

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

If to GenOn, addressed to:

GenOn Energy, Inc.
Attn: Daniel McDevitt
Address: 804 Carnegie Center
Princeton, NJ 08540
Email: Daniel.McDevitt@Genon.com

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

Kirkland & Ellis LLP
Attn: Kimberly Hicks
Address: 609 Main Street
Houston, TX 77002
Email: kim.hicks@kirkland.com

If to NRG, addressed to:

NRG Energy, Inc.
Attn: David Hill
Address: 804 Carnegie Center
Princeton, NJ 08540
Email: OGC@NRG.com

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

Baker Botts L.L.P.
Attn: Elaine M. Walsh
Address: 1299 Pennsylvania Ave., NW
Washington, D.C. 20004
Email: elaine.walsh@bakerbotts.com

Any notice given in accordance herewith shall be deemed to have been given only when delivered to the addressee in person or by courier, or transmitted by electronic mail during normal business hours on a Business Day (or if delivered or transmitted after normal business hours on a Business Day or on a day other than a Business Day, then on the next Business Day), or upon actual receipt by the addressee during normal business hours on a Business Day after such notice has either been delivered to an overnight courier

or deposited in the United States Mail, as the case may be (or if delivered after normal business hours on a Business Day or on a day other than a Business Day, then on the next Business Day). Any Party may change the contact information to which such communications are to be addressed by giving written notice to the other Party.

Section 4.3 Successors, Assigns and Transferees.

(a) The rights and obligations of any Party under this Agreement may be transferred only with the written consent of the other Party, such consent not to be unreasonably withheld, conditioned or delayed, and provided, that (i) either Party may transfer its rights and obligations hereunder, in whole or in part, to any Affiliate of such Party without the prior written consent of the other Party, except that such assignment shall not relieve such Party of any of its obligations hereunder to the extent any such Affiliate does not satisfy its obligations hereunder and (ii) GenOn may, without the prior consent of NRG, assign the Canal 3 Option to any purchaser of Canal 1 and 2. Any transfer in violation of this Section 4.3 shall be null and void.

(b) This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns, and there shall be no third-party beneficiaries, except that the Parties hereby designate the GenOn Steering Committee as a third-party beneficiary of and having the right to enforce this Agreement.

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

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

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

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

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

Section 4.6 Entire Agreement; Amendment. This Agreement, as it may be amended from time to time by the Parties in a writing signed by both Parties, sets forth the entire understanding and agreement of

the Parties, and this Agreement shall supersede any other agreements and understandings (written or oral) between the Parties with respect to the transactions described in this Agreement.

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

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

Section 4.9 Further Assurances and Cooperation. Each Party hereby further covenants and agrees to negotiate any documentation related to the transactions contemplated by this Agreement in good faith and, in any event, in all respects consistent with this Agreement and the Restructuring Support Agreement. Each Party agrees to cooperate in good faith with each other to facilitate the performance by the Parties of their obligations hereunder and the purposes of this Agreement. Each Party shall take all reasonable and appropriate action and shall execute all documents, instruments or agreements of any kind that may be reasonably necessary or appropriate to carry out any of the provisions hereof and to otherwise effectuate the transactions contemplated by this Agreement and the Restructuring Support Agreement. From and after the Effective Date, NRG and its subsidiaries will, subject to NRG's confidentiality obligations owed to third parties and restrictions under applicable law, (i) afford promptly to GenOn and its subsidiaries and their respective agents and representatives reasonable access to the books and records of NRG and its subsidiaries, during normal business hours and upon reasonable notice, in each case to the extent relating to the current or former business, operations, assets, properties or employees of GenOn or any of its subsidiaries, (ii) through December 31, 2019 (or, in the case of the Choctaw plant, the date that is the earlier of (i) six months after the consummation of a sale of the Choctaw plant in connection with the sales process being run by GenOn in accordance with the Plan and (ii) June 30, 2020), use commercially reasonable efforts, and thereafter use good-faith efforts in the reasonable discretion of NRG, in each case to afford to GenOn and its subsidiaries and their respective representatives reasonable access to employees of NRG and its subsidiaries, during normal business hours and upon reasonable notice, in each case to respond to questions and other requests to the extent relating to the current or former business, operations, assets, properties or employees of GenOn or any of its subsidiaries and (iii) permit GenOn and its subsidiaries and their respective agents and representatives to make and retain copies of all books, records, files and papers, whether in hard copy or computer format, in each case to the extent relating to the current or former business, operations, assets, properties or employees of GenOn or any of its subsidiaries; provided that, after December 31, 2020, GenOn shall reimburse NRG for any reasonable out of pocket costs and expenses related to the covenants set forth in this last sentence of Section 4.9.

Section 4.10 Specific Performance. It is understood and agreed by each of the Parties that money damages would not be a sufficient remedy for any breach of this Agreement by any Party and each non-breaching Party shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy of any such breach and no bond shall be required to be posted in connection therewith. This provision is without prejudice to any other rights or remedies, whether at law or in equity, that any Party may have against any other Party for any failure to perform its obligations under this Agreement.

Section 4.11 Litigation Support. From and after the date that the "Legal" services (as set forth on Schedule A to the Transition Services Agreement between NRG and GenOn dated December 14, 2017) are

terminated until December 31, 2020, NRG and its subsidiaries will reasonably cooperate with GenOn and its subsidiaries and their respective agents and representatives in connection with any legal or regulatory proceeding, action, investigation, claim or demand by a third party (including any Governmental Authority) in connection with or arising from the business, operations, assets, properties or employees of GenOn or any of its subsidiaries prior to the Effective Date, including by making available the personnel of NRG and its subsidiaries, participating in meetings, and providing such testimony and access to its and their books and records as is reasonably requested in connection with such proceeding, action, investigation, claim or demand; provided, however, that (i) such cooperation and support shall not interfere with the ordinary business operations of NRG in any material respect and (ii) GenOn shall (A) reimburse NRG for any reasonable out-of-pocket expenses and (B) provide reasonable reimbursement to NRG with respect to any time spent by the relevant personnel of NRG and its subsidiaries, in each case incurred with respect to the provision of such cooperation and support.

Section 4.12 Insurance Policies. GenOn and its subsidiaries shall after Emergence continue to have coverage under any insurance policies of NRG and its subsidiaries in effect as of the Emergence with respect to events occurring prior to the Emergence (except that, with respect to claims made policies, GenOn and its subsidiaries shall have coverage after the Emergence only with respect to claims made prior to the Emergence).

Section 4.13 GenOn Information. From and after the Effective Date until December 31, 2020, NRG and its subsidiaries will hold, and will cause their respective officers, directors, employees, agents and representatives to hold, in confidence, unless compelled to disclose by judicial or administrative process or by other requirements of law, all documents and information relating to the current or former business, operations, assets, properties or employees of GenOn and its subsidiaries that is not in the public domain prior to the date hereof, except to the extent that any such documents or information (i) becomes available in the public domain through no fault of NRG or its subsidiaries, (ii) is lawfully acquired by NRG from sources (a) other than those related to its prior ownership of GenOn and its subsidiaries and (b) that to the knowledge of NRG are not under an obligation of confidentiality with respect to such information, or (iii) are necessary to enforce NRG's or its Affiliates' rights under any agreement with GenOn.

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

GENON ENERGY, INC.

By: /s/ Mark A. McFarland

Name: Mark A. McFarland

Title: Chief Executive Officer

NRG ENERGY, INC.

By: /s/ Gaetan Frotte

Name: Gaetan Frotte

Title: Senior Vice President and Treasurer

Signature Page to Cooperation Agreement

EXHIBIT A

Form of Easement

See attached.

FINAL FORM

RECORDED AT THE REQUEST OF:)
)
)
)
WHEN RECORDED MAIL TO:)
)

Sheppard Mullin Richter & Hampton LLP
12275 El Camino Real, Suite 200
San Diego, CA 92130-2006)
Attn: Tony Toranto, Esq.)
)

DOCUMENTARY TRANSFER TAX $ SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

Computed on the consideration or value of property conveyed; OR
Computed on the consideration or value less liens or encumbrances remaining at time of sale

Signature of Declarant or Agent determining tax—Firm Name

GRANT OF EASEMENT

A.P.N. 0516-272-33

THIS GRANT OF EASEMENT is made as of , 2017 (the "**Effective Date**"), by and between NRG CALIFORNIA SOUTH LP, a Delaware limited partnership, having an address at 211 Carnegie Center, Princeton, NJ 08540 ("**Grantor**") and , having an address at 5790 Fleet Street, Suite 200, Carlsbad, CA 92008 ("**Grantee**"), with reference to the facts set forth below.

RECITALS

A. Grantor (formerly known as GenOn West LP, which was the successor by merger to RRI Energy West, Inc.) is the owner of that certain real property located in the County of San Bernardino, State of California, more particularly described on **Exhibit A** attached hereto and incorporated herein (the "**Grantor Property**").

B. For good and valuable consideration, Grantor and Grantee desire to enter into this Grant of Easement, as more particularly described below.

Grantor, for a valuable consideration, paid by Grantee, receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys unto said Grantee, a permanent and non-exclusive easement and right of way in, under, on, over and across that certain area of land depicted on **Exhibit B** attached hereto and by this reference made a part hereof (collectively, the "**Easement Area**") to construct, operate, use, maintain, inspect, repair, renew, replace, reconstruct, enlarge within the Easement Area, alter, add to within the Easement Area, improve, relocate within the Easement Area and remove, at any time and from time to time, electric lines, consisting of one or more lines of towers, poles and other structures, wires, cables, including ground wires and communication circuits, both overhead and underground, with necessary and convenient

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foundations, footings, conduits, pullboxes, circuit breakers, guy wires and anchors, insulators and crossarms placed on said structures, and other fixtures, appliances and appurtenances connected therewith (collectively, "**Grantee's Facilities**"), necessary or convenient for the construction, operation, regulation, control, grounding and maintenance of electric lines and communication circuits, for the purpose of transmitting, distributing, regulating and controlling electric energy to be used for light, heat, power, communication, or other purposes, together with an easement and right of way across the Grantor Property as reasonably necessary for ingress and egress at any time and from time to time by Grantee to exercise Grantee's rights under this Grant of Easement, and the right, at Grantee's sole cost and expense, to clear and to keep clear the Easement Area free from explosives, buildings, structures, equipment, trees, vines, brush, combustible materials and any and all other obstructions of any kind, including, but not in any way in limitation of the generality of the foregoing, appurtenances, fences, and the parking of automobiles, trucks or other mechanical equipment, for protection from fire and other hazards and from interference with ingress and egress and with the unobstructed use of said easements and rights of way and every part thereof, and for any and all purposes herein mentioned. The easements and rights of way described in this paragraph are sometimes collectively referred to in this Grant of Easement as the "**Easements**". Without limiting the generality of the foregoing, Grantor and Grantee shall each have the right from time to time in their reasonable discretion to relocate the Easement Area to a different location on the Grantor Property; provided, however, that any such relocation shall be subject to Grantor's prior written approval; provided, further, that such approval shall not be unreasonably withheld, conditioned or delayed if such relocation would not materially interfere with Grantor's use and enjoyment of the Grantor Property or otherwise materially adversely affect the Grantor Property. In addition, if Grantor or Grantee exercises its right under this paragraph to relocate the Easement Area, such relocation shall be at the exercising party's sole cost and expense.

Notwithstanding anything to the contrary, to the extent this instrument prohibits the existence of improvements in the Easement Area, such prohibition shall not apply to improvements existing as of the date hereof within the Easement Area ("**Existing Improvements**"); provided, however, that Grantee shall have the right in its sole and absolute discretion (and at Grantee's sole cost, expense and liability) to remove or cause the removal of any such Existing Improvements to the extent Grantee deems such removal necessary or desirable.

In addition, whereas the Easements are non-exclusive as aforesaid, no person or entity (including, without limitation, Grantor) with any right, title or interest in or to all or any portion of the Easement Area shall use all or any portion of the Easement Area in a manner that unreasonably interferes with Grantee's use and enjoyment of the Easements or any other rights granted under this instrument. Notwithstanding anything in this Grant of Easement to the contrary, the rights granted under this Grant of Easement are subject to all matters of record and all rights thereunder as of the date this Grant of Easement is first recorded in the Official Records of the County of San Bernardino, State of California.

Upon receipt of the prior written approval of Grantor (such approval not to be unreasonably withheld, conditioned or delayed), Grantee may assign, in whole or in part, to others, without limitation, and the right to apportion or divide in whatever manner Grantee reasonably deems necessary (whether by assignment, lease, sublease, subeasement, license, or any other means or manner whatsoever), any one or more, or all, of the Easements and this Grant of Easement and any rights under any one or more, or all of the Easements and this Grant of Easement, all at Grantee's sole cost and expense. Notwithstanding anything herein to the contrary, in addition to other reasons

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for which it would be reasonable for Grantor to withhold, condition or delay its approval to the foregoing, it shall be reasonable for Grantor to withhold, condition or delay its approval of any such assignment, apportionment or division if such assignment, apportionment or division would materially interfere with Grantor's use and enjoyment of the Grantor Property or otherwise materially adversely affect the Grantor Property.

Grantee shall have the right, at its sole cost and expense, to make such surface cuts within said Easement Area as may be necessary to maintain the clearance between the wires and cables and the surface of the ground that may be required by the orders of the Public Utilities Commission of the State of California, or other governmental body having jurisdiction thereof, or that may be necessary for the economical construction, maintenance or operation of said electric lines, communication circuits and appurtenances.

In addition to the right of Grantee to remove trees from said Easement Area, Grantee shall also have the right, at its sole cost and expense, to trim or top and to keep trimmed or topped any and all trees on the lands of Grantor within said Easement Area, and any and all trees on the lands of the Grantor adjacent to said Easement Area for a distance of 75 feet from the exterior lines of said Easement Area, to such heights as in the reasonable judgment of Grantee, its successors or permitted assigns, shall be reasonably necessary for the proper construction, operation and maintenance of said electric lines and communication circuits, but at no point outside of said Easement Area to a height of less than 50 feet.

Grantor, or Grantor's successor or assigns, shall not deposit or permit or allow to be deposited, earth, rubbish, debris or any other substance or material, whether combustible or noncombustible, on the Easement Area, or so near thereto as to constitute, in the reasonable opinion of Grantee, its successors or permitted assigns, a menace or danger to said electric lines and communication circuits or which may in the reasonable opinion of Grantee, interfere with Grantee's ready access to said electric lines and communication circuits.

Grantor shall have the right to attend or send a representative to any material activities involving soil excavation and/or construction conducted by Grantee or its employees, agents, contractors, vendors, or any other persons given access to the Easement Area by Grantee, at the Easement Area. Grantee shall complete any and all records, reports, documents and manifests required by the governmental authorities or agencies having jurisdiction regarding the Grantee's work and related activities at the Easement Area. If Grantor should be required by applicable law to prepare, file or retain any records regarding the work performed by Grantee at the Easement Area, any and all costs incurred by Grantor to prepare, file and retain such records shall be reimbursed by Grantee.

Grantee shall have the right from time to time, to work on and/or make alterations, additions, replacements, removals, improvements or modifications to the Grantee's Facilities; provided that said alterations, additions, replacements, removals, improvements or modifications shall be for the same category of use permitted hereunder and shall be made and otherwise subject to the terms of this Grant of Easement. Grantee shall conduct all installation, operation, maintenance and repair for any and all such alterations, additions, replacements, removals, improvements or modifications of all Grantee's Facilities at its sole cost and expense. Except in

the case of an emergency, Grantee shall obtain Grantor's prior written approval (which approval shall not be unreasonably withheld, conditioned or delayed) for conducting all material installation, alteration, addition, replacement, removal, improvement, and modification of Grantee's Facilities such that there shall be no material impact upon Grantor's operations, security or safety anywhere on the Grantor Property (for purposes of clarity, Grantor acknowledges and agrees that no consent will be required in connection with routine operational activities or material repair and maintenance work to the extent such work will not materially impact Grantor's assets or operations).

Grantee shall not take, authorize or direct any actions that would cause or allow, or could reasonably be expected to cause or allow, the Easement Area to be in violation of any applicable federal, state, or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under, about, or affecting the Easement Area. Grantee shall not generate, manufacture, store, or dispose of on, under or about the Easement Area or transport to or from the Easement Area any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, including without limitation any substances defined as or included in the definition of hazardous substances, hazardous wastes, hazardous materials, or toxic substances under any applicable federal or state laws or regulations (collectively referred to hereinafter as "**Hazardous Materials**"); provided, however, "Hazardous Materials" shall not include the incidental use of substances or materials to the extent used (and in quantities) in each case in compliance with applicable law. Grantee shall promptly notify Grantor of the detection by Grantee or one of its employees, agents, contractors, vendors, or any other persons given access to the Easement Area by Grantee, of the presence in, or release to, the environment of any Hazardous Material, including but not limited to any release that must be reported pursuant to 40 C.F.R. Part 302 or 40 C.F.R. Part 355, or any applicable state law, relating to, arising out of or in connection with Grantee's possession, occupation and use of the Easement Area, regardless of whether such Hazardous Material was brought onto, released or used on the Easement Area by Grantee. After detection of the Hazardous Material, Grantee shall not conduct any activity, including without limitation excavation, drilling, subsurface construction, or use of an open flame, in the area of the Easement Area where the Hazardous Material is detected, until Grantee receives written or verbal approval from a representative of Grantor, such approval not to be unreasonably withheld, delayed or conditioned; provided that, such approval shall not establish any liability on the part of Grantor or reduce Grantee's responsibility hereunder. Notwithstanding the foregoing, if the Hazardous Materials are determined by Grantee to be at levels equal to or above applicable regulatory cleanup standards, then Grantee may promptly undertake reasonable remediation of such Hazardous Materials to the extent (and solely to the extent) necessary to comply with applicable law; provided that, Grantee must still provide Grantor with timely notice as described in this paragraph above.

Grantee covenants and agrees to, at its sole cost and expense, defend, protect, indemnify and hold harmless Grantor and its affiliates, and each of Grantor's and its affiliates' respective officers, directors, employees, agents, contractors, consultants, representatives, successors and assigns ("Grantor Indemnitees"), from and against any and all claims, including any action or proceedings brought thereon, and all demands, suits, causes of action, judgments, costs, losses, demands, fees, fines, damages, expenses, obligations and liabilities (including reasonable

attorneys' fees actually incurred and cost of suit, litigation, arbitration and settlement) of any kind or nature whatsoever, arising from or as a result of or in any way related to, directly or indirectly, (i) Grantee's exercise of any of the rights and privileges herein granted to Grantee, including without limitation damages relating to: (a) injury or death of any person (including without limitation, the employees of Grantor Indemnitees), (b) damage to, or loss or destruction of any property, or (c) damages to the environment, (ii) any breach by Grantee of this Grant of Easement, (iii) the use of the Easements and the Easement Area by Grantee, its agents, affiliates, employees or contractors and (iv) the acts or omissions of Grantee, its agents, affiliates, employees or contractors on or with respect to the Easement Area or the Grantor Property; provided, however, notwithstanding anything to the contrary, in no event shall Grantee have any liability to Grantor for the negligence or willful misconduct of Grantor, or its employees, agents, contractors, vendors, or any other persons given access to the Grantor Property by Grantor. Grantee covenants and agrees to, at its sole cost and expense, keep or cause to be kept the Grantor Property, the Easement Area, and the improvements thereon, free and clear of and from any and all mechanics', materialmens' and other similar liens arising out of or in connection with the operations of Grantee (or any person claiming under Grantee) thereon or other activities of Grantee, or any other person claiming under Grantee, and to pay when due (or cause to be bonded) and discharged of record any and all lawful claims upon which any such lien may or could be based, and to save and hold Grantor, and the improvements thereon, free and harmless of and from any and all such liens and any and all claims of such liens and suits or other proceedings pertaining thereto.

Grantee shall maintain, at its sole cost and expense: (a) All-Risk property insurance against loss or damage in the amount of the full replacement cost of Grantee's Facilities; (b) commercial general liability insurance (including contractual liability, broad form property damage, premises/operations and independent contractors) against claims for bodily injury, death or property damage occurring on, in, or about the Easement Area, such insurance to afford protection of not less than $5,000,000.00 per occurrence (provided, however, that the foregoing insurance limit can be provided by any combination of primary commercial general liability and excess liability insurance policies); (c) worker's compensation insurance in statutory amounts, (d) automobile liability insurance affording protection of not less than $1,000,000.00 combined single limit per occurrence and (e) builder's risk insurance written on a replacement cost or completed value basis; provided such insurance shall name Grantor as an additional insured, but only to the extent of Grantor's interest. All such insurance shall be issued by insurance companies authorized to do business in the state in which the Grantor Property is located and which are rated A:VI or better by Best's Insurance Guide or otherwise approved by Grantor, and shall provide that the insurer shall not deny a claim because of the negligence of Grantee or anyone acting for Grantee. Grantee shall procure policies for all insurance for periods of not less than one year, except with respect

to builder's risk insurance which shall be kept in full force and effect until completion, and shall provide to Grantor certificates of insurance including additional insured endorsements (with blanket endorsements being acceptable).(1)

(1) Note to Draft: Grantor insurance requirements are being confirmed. In the event that Grantor's insurance requirements regarding the Easement Area are more burdensome than those set forth in this paragraph, Grantor and Grantee will discuss reasonable modifications to this paragraph.

It is understood and agreed that this Grant of Easement does not convey to Grantee any right, title or interest in or to any oil, gas, petroleum or other mineral or hydrocarbon substances within the limits of the said Easement Area, or otherwise, but that Grantor and Grantor's successors and assigns, in prospecting for or developing oil, gas, petroleum or other mineral or hydrocarbon substances will do so from adjacent land and in such a manner as will not endanger or interfere with the structures and facilities erected and installed under the Easements or with the operation or maintenance of the electric lines, communication circuits, or roads described under the Easements, and will not construct, place or maintain, or permit to be constructed, placed or maintained, any oil or mud sump, derrick, drilling rig, oil storage tank or other structure of any kind whatsoever, on any portion of said Easement Area.

It is further understood and agreed that no other easement or easements shall be granted on, under or over said Easement Area by Grantor to any person, firm or corporation without the previous written consent of Grantee, such consent not to be unreasonably withheld, conditioned, or delayed so long as such other easement or easements could not reasonably be expected to interfere with the rights of Grantee.

The terms, covenants and conditions of this Grant of Easement shall bind and inure to the benefits of the successors and assigns of Grantor and the successors and permitted assigns of Grantee. Without limiting the generality of the foregoing, the provisions of this Grant of Easement shall run with the Grantor Property, and shall both benefit and bind the owners and each successive owner of the Grantor Property during their respective periods of ownership. This Grant of Easement is made with the intent of satisfying the requirements of California Civil Code Section 1457 et. seq.

Grantee shall pay all taxes which may be levied or assessed on Grantee's Facilities installed in the Easement Area, and Grantee further agrees to reimburse Grantor for the amount of any taxes which may be assessed against Grantor or by reason of Grantee owning Grantee's Facilities.

Grantee shall not take, authorize or direct any actions that would, or could reasonably be expected to, cause or allow the Easement Area to be in violation of any applicable federal, state, or local laws, ordinances or regulations. Grantee and its employees, agents, contractors, vendors, or any other persons given access to the Easement Area by Grantee shall comply with all applicable federal, state, or local laws, ordinances or regulations with respect to any of their respective activities performed with respect to the Easement Area or under rights granted under this Grant of Easement. Grantee further agrees to keep Grantee's Facilities in good repair, working order and condition, making all reasonably necessary and proper repairs thereupon. Grantee shall be solely responsible, at Grantee's sole cost and expense, for complying with all applicable federal, state and local laws, rules, orders, ordinances, regulations, and requirements now or hereafter enacted or promulgated and applicable to the Grantee's Facilities or Grantee's possession, occupation and use of the Easement Area, including, without limitation, those relating to occupational health and safety, and shall secure from any governmental authority or agency having jurisdiction over the Grantor Property or the Grantee's Facilities any and all permits required in connection with the Grantee's Facilities or Grantee's use thereof.

Grantee acknowledges that it is familiar with the condition of the Grantor Property.

Grantor expressly disclaims any and all representations or warranties of any kind or nature regarding the Grantor Property. Further, the rights granted herein by Grantor are granted without warranty of title, whether express or implied, including all warranties which might arise by common law or by statute.

Grantor and Grantee hereby mutually acknowledge and agree that each grant of easement contained herein or made pursuant hereto is or shall be an easement only and that no easement granted or to be granted pursuant to this Grant of Easement, and no other provisions of this Grant of Easement, shall grant, demise, transfer, or otherwise convey, or may be deemed to grant, demise, transfer, or otherwise convey, to Grantee any other right, title, or interest whatsoever in or to any portion of the Grantor Property.

Grantee agrees to comply with the following requirements: (a) Grantee shall abide and operate in accordance with generally accepted industry good and safe work practices in the conduct of all activities affecting or upon the Easement Area (including without limitation in the activities of its contractors at the Easement Area); (b) except in the case of an emergency, Grantee shall not conduct any excavation, drilling or subsurface construction upon the Easement Area without the prior written approval of an authorized representative of Grantor, such approval not to be unreasonably withheld, conditioned or delayed, but such approval shall not create any liability on the part of Grantor or reduce Grantee's responsibility hereunder; (c) Grantee hereby agrees that Grantor shall have the right to enter upon the Easement Area at any time for the purposes of inspecting the Easement Area compliance with the terms and conditions of this Grant of Easement, subject to such reasonable conditions as may be imposed by Grantee to protect Grantee's property and to ensure the security of Grantee's Facilities, and that Grantor may require that Grantee suspend operations on the Easement Area as reasonably requested by Grantor in the event of any noncompliance; (d) Grantor reserves and hereby retains the right, in cases of emergency, to enter the Easement Area, in order to address or prevent any environmental or safety incident or problem, or to maintain the integrity of the grounds and the equipment therein, including, but not necessarily limited to, maintaining, operating, replacing, or removing and replacing any facilities of Grantee, or requiring that Grantee suspend operations on the Easement Area as requested by Grantor in the event of any such emergency, with prompt notice to Grantee; and (e) no soils or groundwater shall be excavated at or removed from any portion of the Easement Area by Grantee unless the excavation, management, disposal and/or removal of any such soils or groundwater is performed in accordance with a written soil management plan ("**Soil Management Plan**") developed by Grantee to the extent required by, and in compliance with, all applicable laws and regulatory requirements, including if necessary approval of a Soil Management Plan by the applicable governmental authorities or agencies having jurisdiction over the Easement Area, and approved by Grantor, such approval not to be unreasonably withheld, conditioned or delayed, but such approval shall not create any liability on the part of Grantor or reduce Grantee's responsibility hereunder.

This Grant of Easement may be amended, modified or supplemented only by a written agreement executed by Grantor and Grantee. Any failure by either party to pay, perform, observe, satisfy or comply with any obligation, covenant, condition or term in this Grant of Easement may be expressly waived only by a written agreement executed by the non-failing party, and any such

waiver shall not operate as a waiver of any subsequent failure to pay, perform, observe, satisfy or comply with the same or any other obligation, covenant, condition or term.

This Grant of Easement shall be construed and enforced in accordance with the laws of the State of California.

[SIGNATURE PAGE ATTACHED]

EXECUTED this day of , 2017.

GRANTOR:
NRG CALIFORNIA SOUTH LP, a Delaware limited partnership

By: _____
Name: _____
Title: _____

GRANTEE:

, a

By: _____
Name: _____
Title: _____

State of California)
) ss
County of)

On before me, , a Notary Public, personally appeared , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

State of California)
) ss
County of)

On before me, , a Notary Public, personally appeared , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

FINAL FORM

EXHIBIT A

Grantor Property

APN: 0516-272-33

PARCEL 2 OF PARCEL MAP 15198, AS SHOWN BY PARCEL MAP ON FILE IN BOOK 185 PAGES 15 THROUGH 17, INCLUSIVE, OF PARCEL MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

EXHIBIT B

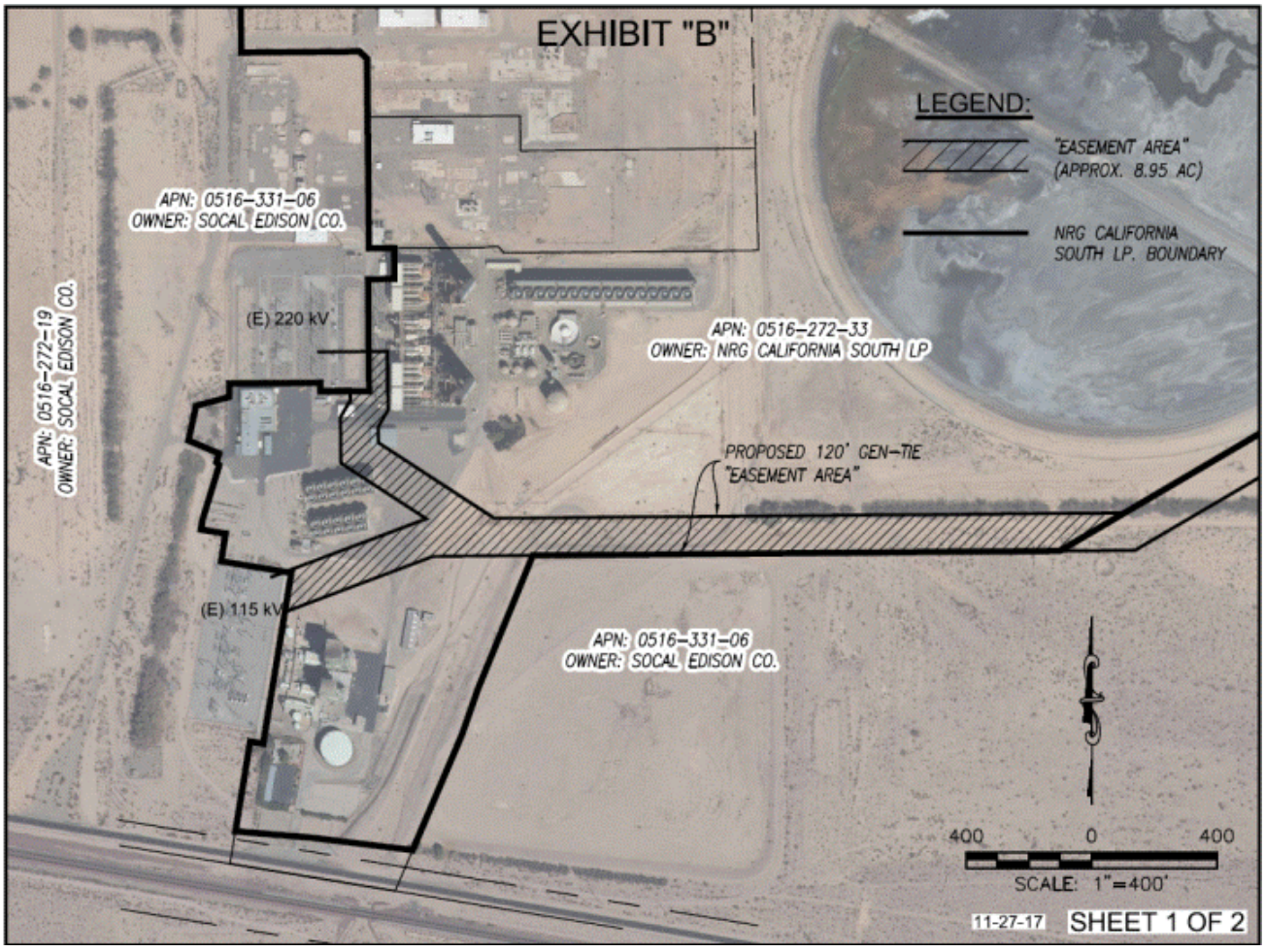
Shared Licenses and Permits

None.

EXHIBIT B

Easement Area

[See Attached]



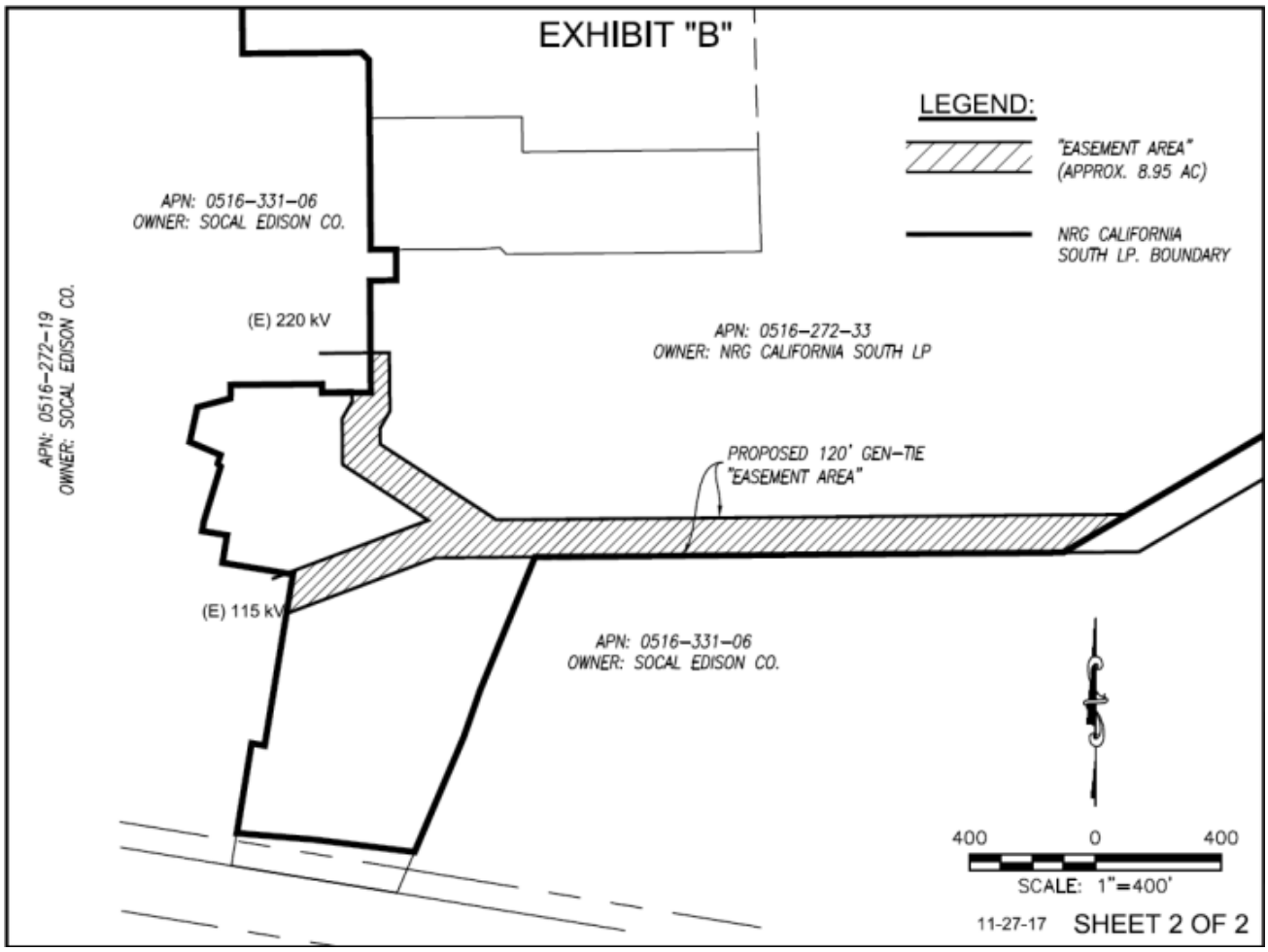


EXHIBIT C

ASSIGNMENT OF MEMBERSHIP INTERESTS AGREEMENT

This **ASSIGNMENT OF MEMBERSHIP INTERESTS** (this "Assignment") is made and entered into effective as of [·], 201[·], by and among NRG Gas Development Company, LLC ("Assignor"), [GenOn entity] ("Assignee") and NRG Energy, Inc. ("NRG"). All capitalized terms used, but not defined, in this Assignment shall have the same meanings as in the Cooperation Agreement (defined below). Assignor, Assignee and NRG are each sometimes referred to herein as a "Party" and together as the "Parties".

RECITALS:

A. GenOn Energy, Inc. ("GenOn") and NRG have entered into that certain Cooperation Agreement dated as of December 14, 2017 (the "Cooperation Agreement").

B. Under the terms of the Cooperation Agreement, upon exercise of the Canal 3 Option, Assignor has agreed to sell, transfer and assign all of its membership interests (the "Assigned Interests") in and to NRG Canal 3 Development LLC, a Delaware limited liability company (the "Company") to Assignee and Assignee has agreed to purchase and accept the Assigned Interests for the consideration set forth in the Cooperation Agreement.

AGREEMENTS:

NOW, **THEREFORE**, in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. In consideration of the Canal 3 Option Price (as defined in the Cooperation Agreement), Assignor hereby sells, transfers and assigns all of Assignor's right, title and interest in and to the Assigned Interests to Assignee, free and clear of all Liens (as defined in the Cooperation Agreement).

2. Assignee hereby purchases and accepts the assignment described in Paragraph 1 above and assumes and releases Assignor from the performance all of Assignor's obligations.

3. Assignor does hereby withdraw from the Company as a member of the Company, and shall cease to be a member of the Company and cease to have or exercise any right or power as a member of the Company, in each case effective as of the date hereof.

4. Assignor hereby represents and warrants to Assignee that

(a) Assignor is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Delaware. Assignor has full corporate power and authority to enter into this Assignment, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by Assignor of this Assignment, the performance by Assignor of its obligations hereunder, and the consummation by Assignor of the transactions contemplated hereby have been duly authorized by all

requisite limited liability company action on the part of Assignor. This Assignment has been duly executed and delivered by Assignor and this Assignment constitutes a legal, valid and binding obligation of Assignor enforceable against Assignor in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect

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relating to creditors' rights generally, and general equitable principles whether considered in a proceeding in equity or at law.

(b) Assignor owns, and the Assigned Interests constitute, 100% of the membership interests in the Company. The Assigned Interests have been duly authorized, are validly issued, fully paid and non-assessable, and are owned of record and beneficially by Assignor, free and clear of all Liens. Upon consummation of the transactions contemplated by this Assignment, Assignee shall own all of the Assigned Interests, free and clear of all Liens. All of the Assigned Interests were issued in compliance with applicable laws. None of the Assigned Interests were issued in violation of any agreement, arrangement or commitment to which Assignor or the Company is a party or is subject to or in violation of any preemptive or similar rights of any person or entity. There are no outstanding or authorized options, warrants, convertible securities or other rights, agreements, arrangements or commitments of any character relating to the membership interests of the Company or obligating Assignor or the Company to issue or sell any equity securities of, or any other interest in, the Company. The Company does not have outstanding or authorized any equity appreciation, phantom equity, profit participation or similar rights. There are no voting trusts, stockholder agreements, proxies or other agreements or understandings in effect with respect to the voting or transfer of any of the Assigned Interests.

(c) The execution, delivery and performance by Assignor of this Assignment, and the consummation of the transactions contemplated hereby, do not and will not: (i) conflict with or result in a violation or breach of, or default under, any provision of the articles of organization, operating agreement or other organizational documents of Assignor or the Company; (ii) conflict with or result in a violation or breach of any provision of any law or order applicable to Assignor or the Company in any material respect; (iii) require the consent or notice to or other action by any Person under, conflict with, result in a violation or breach of, constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default under, result in the acceleration of or create in any party the right to accelerate, terminate, modify or cancel any contract to which Assignor or the Company is a party or by which Assignor or the Company is bound or to which any of their respective properties or assets are subject or any permit affecting the properties, assets or business of the Company; or (iv) result in the creation or imposition of any Lien on any properties or assets of the Company. No consent, approval, permit, order, declaration or filing with, or notice to, any governmental authority is required by or with respect to Assignor or the Company in connection with the execution and delivery of this Assignment and the consummation of the transactions contemplated hereby, except for any such consents, approvals, authorizations, registrations, declarations or notices that have been obtained, filed or delivered, as applicable, prior to the date hereof.

(d) The Company does not own any real property or other material assets unrelated to Canal 3, except as provided in Schedule 4(d). Neither Assignor nor any of its affiliates (other than the Company) owns any assets primarily used in or related to the Company or the business of the Company.

(e) The Company, is and has been for the last two years in compliance with all laws applicable to it or its business, properties or assets in all material respects.

(f) All material permits required for the Company to conduct its business as currently conducted have been obtained by it and are valid and in full force and effect. All fees and charges with respect to such permits as of the date hereof have been paid in full. Schedule

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4(f) attached hereto lists all current material permits issued to the Company, including the names of the permits and their respective dates of issuance and expiration. All fees and charges with respect to such permits as of the date hereof have been paid in full. Other than described in Schedule 4(f), no event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any permit set forth on Schedule 4(f).

(g) The Company has no material liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise except for its liabilities under the contracts listed on Schedule 4(i) and permits under Schedule 4(f).

(h) The Company does not have, and has never had, any employees.

(i) Schedule 4(i) attached hereto lists each material contract of the Company (such contracts required to be listed, the "Contracts"). Each Contract is valid and binding on the Company (and, to the knowledge of Assignor, the relevant counterparty(ies)) in accordance with its terms and is in full force and effect, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally, and general equitable principles whether considered in a proceeding in equity or at law. None of the Company or, to Assignor's knowledge, any other party thereto is in breach of or default under (or is alleged to be in breach of or default under), or has provided or received any notice of any intention to terminate, any Contract. No event or circumstance has occurred that, with notice or lapse of time or both, would constitute an event of default under any Contract or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of any benefit thereunder. Complete and correct copies of each Contract (including all modifications, amendments and supplements thereto and waivers thereunder) have been made available to Assignee prior to the date of the Cooperation Agreement (or prior to the receipt of the applicable consents in the case of contracts entered into after the date of the Cooperation Agreement in accordance with clause (z) of the second sentence of Section 2.1(a) of the Cooperation Agreement.

5. Assignee hereby represents and warrants to Assignor that

(a) Assignee is a [company] duly organized, validly existing and in good standing under the Laws of the State of [Delaware]. Assignee has full corporate power and authority to enter into this Assignment, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by Assignee of this Assignment, the performance by Assignee of its obligations hereunder, and the consummation by Assignee of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Assignee. This Assignment has been duly executed and delivered by Assignee and this Assignment constitutes a legal, valid and binding obligation of Assignee enforceable against Assignee in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally, and general equitable principles whether considered in a proceeding in equity or at law.

(b) The execution, delivery and performance by Assignee of this Assignment and the consummation of the transactions contemplated hereby, do not and will not: (i) conflict

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with or result in a violation or breach of, or default under, any provision of the organizational documents of Assignee; or (ii) conflict with or result in a violation or breach of any provision of any law or order applicable to Assignee in any material respect after the receipt of any required regulatory approvals.

6. The Assignor's representations and warranties made in this Assignment shall terminate upon the second anniversary of the date of this Assignment, except with respect to Sections 4(a), (b), (c)(i), and (d) (collectively, the "Fundamental Representations and Warranties"), which shall survive indefinitely or the latest date permitted by applicable Law.

7. This Assignment shall be construed and enforced in accordance with the laws of the State of Delaware.

8. This Assignment may be executed in any number of counterparts (including by electronic means), each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Any amendments to this Assignment shall be in a writing signed by all Parties.

9. NRG shall cause Assignor to perform all of Assignor's obligations under this Assignment and shall indemnify, defend and hold harmless GenOn and its Affiliates from any and all liabilities, losses, damages, obligations, costs or expenses (including reasonable expenses of investigation and reasonable attorneys' fees and expenses) arising as a result of or related to a breach of any of the representations, warranties, covenants or agreements of Assignor contained in this Assignment or in the Cooperation Agreement as it relates to Canal 3 and its Affiliates; provided, however, that Assignor and NRG shall have no liability for breach of any representation or warranty (except with respect to any Fundamental Representations and Warranties) until GenOn's losses, expenses, claims or other liabilities related to such breach exceed 2% of the Canal 3 Option Price and then Assignor's and NRG's aggregate liability for any breach of any representation or warranty (except with respect to any Fundamental Representations and Warranties) shall not exceed 10% of the Canal 3 Option Price.

10. This Assignment shall be binding on and inure to the benefit of the Parties and their respective successors and assigns.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed this Assignment on the date first written above.

Assignee:

[GENON ENTITY]

By: _____
Name:
Title:

Assignor:

NRG Gas Development Company, LLC

By: _____
Name:
Title:

NRG:

NRG Energy, Inc.

By: _____
Name:
Title:

DISCLOSURE SCHEDULES

TO

ASSIGNMENT OF MEMBERSHIP INTERESTS AGREEMENT

by and among

NRG GAS DEVELOPMENT COMPANY, LLC,

[GENON entity],

and

NRG ENERGY, INC.

Dated **[ ]**, [20]

These Disclosure Schedules are being delivered pursuant to and form part of that certain Assignment of Membership Interests, dated as of **[ ]**, [20] (the "Assignment"), by and among NRG Gas Development Company, LLC ("Assignor"), [GenOn entity] ("Assignee") and NRG Energy, Inc. ("NRG"). Capitalized terms used but not defined herein shall have the meanings set forth in the Assignment. Any matter set forth under any item in any section or subsection of these Disclosure Schedules shall be deemed disclosed with respect to any other section or subsection to which the relevance of such item to such other section or subsection is reasonably apparent on its face.

The headings to each section and subsection included in these Disclosure Schedules are inserted for convenience only and shall not create a different standard for disclosure than the language set forth in the Assignment.

SCHEDULE 4(d)(1)

Real Property

None.

(1) Note to Draft: Subject to update solely to reflect matters arising after the date of the Cooperation Agreement and prior to the closing of the transaction described in the Assignment of Membership Interests Agreement. On reasonable request, NRG will provide GenOn with any updates with respect to events between the date of the Agreement and the date of the request affecting the representations in the Assignment of Membership Interests Agreement.

SCHEDULE 4(f)(2)

Material Permits

1. Energy Facility Siting Board Final Decision for EFSB 15-06 and D.P.U. 15-180 issued July 5, 2017, which decision has been appealed in Conservation Law Foundation v. Energy Facilities Siting Board, Mass. (2017) (No. SJ-2017-290).

2. Certificate of the Secretary of Energy and Environmental Affairs on the Final Environmental Impact Report under the Massachusetts Environmental Policy Act for the Canal 3 Project issued August 26, 2016.

3. Massachusetts Department of Environmental Protection approval of Major Comprehensive Plan Application SE-16-015 issued August 4, 2017.

4. Massachusetts Department of Environmental Protection Prevention of Significant Deterioration Permit for application SE-16-015 issued September 29, 2017.

5. Massachusetts Department of Environmental Protection, Division of Waterways approval for Minor Modification to DEP License No. 5107 issued January 13, 2017.

6. Department of the Army, US Army Corps of Engineers approval to modify permit number NAE-2009-02843 issued February 6, 2017.

7. Federal Aviation Administration Determination of No Hazard to Air Navigation for Canal Unit 3 Stack issued September 5, 2017.

8. Sandwich Conservation Commission Order of Conditions under Massachusetts Wetlands Protection Act and Town of Sandwich Wetlands Protection Bylaw issued March 22, 2017.

9. Development of Regional Impact Decision for the Canal Unit 3 Project (#EIR-DRI15016) Approval by the Cape Cod Commission issued December 1, 2016.

10. Town of Sandwich Old King's Highway Historic District Committee Certificate of Appropriateness issued January 25, 2017.

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(2) Note to Draft: Subject to update solely to reflect matters arising after the date of the Cooperation Agreement and prior to the closing of the transaction described in the Assignment of Membership Interests Agreement. On reasonable request, NRG will provide GenOn with any updates with respect to events between the date of the Agreement and the date of the request affecting the representations in the Assignment of Membership Interests Agreement.

SCHEDULE 4(i)(3)

Material Contracts

1. Option and Lease Agreement between NRG Canal LLC and NRG Canal 3 Development LLC dated March 31, 2016.

2. Shared Facilities Agreement by and between NRG Canal 3 Development LLC and NRG Canal LLC dated December 16, 2016.

3. Operation and Maintenance Agreement by and between NRG Canal LLC and NRG Canal 3 Development LLC dated December 16, 2016.

4. Large Generator Interconnection Agreement by and among ISO New England Inc., NRG Canal 3 Development LLC and NSTAR Electric Company - Original Service Agreement No. LGIA-ISONE/NSTAR-16-01 Effective Date March 24, 2016.

5. Large Generator Interconnection Agreement by and among ISO New England Inc., NRG Canal 3 Development LLC and NSTAR Electric Company - First Revised Service Agreement No. LGIA-ISONE/NSTAR-16-01 Effective Date July 31, 2017.

6. Payment in Lieu of Tax Agreement by and between the Town of Sandwich and NRG Canal 3 Development LLC dated October 19, 2016.

7. Payment in Lieu of Tax Agreement by and between the Sandwich Water District and NRG Canal 3 Development LLC dated [June 20, 2017].

8. Host Community Agreement by and between the Town of Sandwich and NRG Canal 3 Development LLC dated October 19, 2016.

9. Grant of Easement from NSTAR Electric Company d/b/a/ Eversource (Grantor) to NRG Canal 3 Development LLC (Grantee) dated May 2, 2017.

10. Easement Agreement between Massachusetts Department of Transportation and NRG Canal 3 Development LLC dated December 12, 2017 (or thereabouts).

11. Canal 3 Simple Cycle Project Combustion Turbine Generator Supply Contract by and between NRG Canal 3 Development LLC and General Electric Company Dated as of September 29, 2016 (PO 4501724473).

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(3) Note to Draft: Subject to update solely to reflect matters arising after the date of the Cooperation Agreement and prior to the closing of the transaction described in the Assignment of Membership Interests Agreement. On reasonable request, NRG will provide GenOn with any updates with respect to events between the date of the Agreement and the date of the request affecting the representations in the Assignment of Membership Interests Agreement.

12. NRG Canal 3 Simple Cycle Project Purchase Order Cover Sheet for Purchase and Install of GSU Transformers by and between NRG Canal 3 Development LLC and Hyundai Transformers USA, Inc. dated March 9th, 2017 (PO 4501759340).

13. Engineering, Procurement and Construction Agreement by and among NRG Canal 3 Development LLC, Skanska USA Civil Northeast, Inc. and Burns & McDonnell Engineering Company, Inc. Jointly and Severally for the Canal 3 Simple Cycle Project Agreement No 4501753920 dated February 27, 2017 (PO 4501753920).

14. Amended and Restated Engineering, Procurement and Construction Agreement by and among NRG Canal 3 Development LLC, Skanska/Burns & McDonnell III JV A Joint Venture of Skanska USA Civil Northeast, Inc. and Burns & McDonnell Engineering Company, Inc. Jointly and Severally for the Canal 3 Simple Cycle Project Agreement No 4501753920 dated October 30, 2017 (PO 4501753920).

15. Engineer, Procure and Construct Agreement for the Canal 3- 345kV Electric Transmission Interconnect by and between NRG Canal 3 Development LLC and Dashiell Corporation Agreement No. 4501780456 dated June 27, 2017 (PO 4501780456).

16. Multi-year Capacity Supply Obligation with ISO New England Inc. held by NRG Power Marketing LLC (Lead Participant ID: 50192) for Canal 3 (Resource ID: 38310) in the amount of 333MW during the commitment period commencing on June 1, 2019 and ending on May 31, 2026 including obligations and rights specified in ISO New England Inc.'s Transmission, Markets and Services Tariff.

17. Purchase and Sale Agreement between James E. Benedetto and Deborah J. Benedetto (Seller) and NRG Canal 3 Development LLC (Buyer) for the land with buildings and improvements located at 1 Freezer Road, Sandwich, MA dated December [ ], 2017.

NRG Canal 3 Development LLC Purchase Orders:

1. 4501709315 GZA GEOENVIRONMENTAL INC dated 8/9/2016
2. 4501739153 LIGHTSHIP ENGINEERING LLC dated 12/27/2016
3. 4501753729 TRC ENVIRONMENTAL CORPORATION dated 2/16/2017
4. 4501756600 TETRA TECH EC INC dated 2/27/2017
5. 4501756724 ATLANTIC DESIGN ENGINEERS INC dated 2/28/2017
6. 4501756731 ATLANTIC DESIGN ENGINEERS INC dated 2/28/2017
7. 4501756753 URS ENERGY & CONSTRUCTION INC dated 2/28/2017
8. 4501756811 URS ENERGY & CONSTRUCTION INC dated 2/28/2017
9. 4501782458 PAUL J MORIARTY & ASSOCIATES INC dated 7/11/2017
10. 4501787143 LEIDOS ENGINEERING LLC dated 8/4/2017
11. 4501789758 GAS UNLIMITED INC dated 8/21/2017
12. 4501789849 CONTROL ANALYTICS INC. dated 8/22/2017
13. 4501791794 MASSTANK INSPECTION SERVICES LLC dated 9/1/2017
14. 4501792419 ENVIRONMENTAL SYSTEMS CORPORATION dated 9/7/2017
15. 4501794832 STANTEC CONSULTING SERVICES INC dated 9/19/2017

16. 4501796732 MALARK LOGISTICS INC dated 9/29/2017
17. 4501797121 RHINEHART RAILROAD CONSTRUCTION INC. dated 10/2/2017
18. 4501799252 WESTERN MOUNTAIN INC dated 10/13/2017
19. 4501801143 INTERCONNECT OF WESTERNPA INC dated 10/25/2017
20. 4501801222 BAY CRANE NORTHEAST BAY CRANE SERVICE INC dated 10/25/2017

EXHIBIT D

ASSIGNMENT OF MEMBERSHIP INTERESTS AGREEMENT

This **ASSIGNMENT OF MEMBERSHIP INTERESTS** (this "Assignment") is made and entered into effective as of [·], 201[·], by and between NRG Energy, Inc. ("Assignor") and [GenOn] ("Assignee"). All capitalized terms used, but not defined, in this Assignment shall have the same meanings as in the Cooperation Agreement (defined below). Assignor and Assignee are each sometimes referred to herein as a "Party" and together as the "Parties".

RECITALS:

A. Assignor and Assignee have entered into that certain Cooperation Agreement dated as of December 14, 2017 (the "Cooperation Agreement").

B. Under the terms of the Cooperation Agreement, upon Assignee's exercise of the Avon Lake Option, Assignor has agreed to sell, transfer and assign all of its membership interests (the "Assigned Interests") in and to NRG Ohio Pipeline Company LLC, a Delaware limited liability company (the "Company") to Assignee and Assignee has agreed to purchase and accept the Assigned Interests for the consideration set forth in the Cooperation Agreement.

AGREEMENTS:

NOW, **THEREFORE**, in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. In consideration of the Avon Lake Option Price (as defined in the Cooperation Agreement), Assignor hereby sells, transfers and assigns all of Assignor's right, title and interest in and to the Assigned Interests to Assignee, free and clear of all Liens (as defined in the Cooperation Agreement).

2. Assignee hereby purchases and accepts the assignment described in Paragraph 1 above and assumes and releases Assignor from the performance all of Assignor's obligations.

3. Assignor does hereby withdraw from the Company as a member of the Company, and shall cease to be a member of the Company and cease to have or exercise any right or power as a member of the Company, in each case effective as of the date hereof.

4. Assignor hereby represents and warrants to Assignee that

(a) Assignor is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware. Assignor has full corporate power and authority to enter into this Assignment, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by Assignor of this Assignment, the performance by Assignor of its obligations hereunder, and the consummation by Assignor of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Assignor. This Assignment has been duly executed and delivered by Assignor and this Assignment constitutes a legal, valid and binding obligation of Assignor enforceable against Assignor in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to

creditors' rights generally, and general equitable principles whether considered in a proceeding in equity or at law.

(b) Assignor owns, and the Assigned Interests constitute, 100% of the membership interests in the Company. The Assigned Interests have been duly authorized, are validly issued, fully paid and non-assessable, and are owned of record and beneficially by Assignor, free and clear of all Liens. Upon consummation of the transactions contemplated by this Assignment, Assignee shall own all of the Assigned Interests, free and clear of all Liens. All of the Assigned Interests were issued in compliance with applicable laws. None of the Assigned Interests were issued in violation of any agreement, arrangement or commitment to which Assignor or the Company is a party or is subject to or in violation of any preemptive or similar rights of any person or entity. There are no outstanding or authorized options, warrants, convertible securities or other rights, agreements, arrangements or commitments of any character relating to the membership interests of the Company or obligating Assignor or the Company to issue or sell any equity securities of, or any other interest in, the Company. The Company does not have outstanding or authorized any equity appreciation, phantom equity, profit participation or similar rights. There are no voting trusts, stockholder agreements, proxies or other agreements or understandings in effect with respect to the voting or transfer of any of the Assigned Interests.

(c) The execution, delivery and performance by Assignor of this Assignment, and the consummation of the transactions contemplated hereby, do not and will not: (i) conflict with or result in a violation or breach of, or default under, any provision of the certificate of incorporation, by-laws or other organizational documents of Assignor or the Company; (ii) conflict with or result in a violation or breach of any provision of any law or order applicable to Assignor or the Company in any material respect; (iii) require the consent or notice to or other action by any Person under, conflict with, result in a violation or breach of, constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default under, result in the acceleration of or create in any party the right to accelerate, terminate, modify or cancel any contract to which Assignor or the Company is a party or by which Assignor or the Company is bound or to which any of their respective properties or assets are subject or any permit affecting the properties, assets or business of the Company; or (iv) result in the creation or imposition of any Lien on any properties or assets of the Company. No consent, approval, permit, order, declaration or filing with, or notice to, any governmental authority is required by or with respect to Assignor or the Company in connection with the execution and delivery of this Assignment and the consummation of the transactions contemplated hereby, except for any such consents, approvals, authorizations, registrations, declarations or notices that have been obtained, filed or delivered, as applicable, prior to the date hereof.

(d) The Company does not own any real property or other material assets unrelated to Avon Lake. Neither Assignor nor any of its affiliates (other than the Company) owns any assets primarily used in or related to the Company or the business of the Company, except as set forth in Schedule 4(d).

(e) The Company is (and has been for the last two years) in compliance with all laws applicable to it or its business, properties or assets in all material respects.

(f) All material permits required for the Company to conduct its business as currently conducted have been obtained by it and are valid and in full force and effect. All fees and charges with respect to such permits as of the date hereof have been paid in full. Schedule

4(f) attached hereto lists all current material permits issued to the Company, including the names of the permits and their respective dates of issuance and expiration. All fees and charges with respect to such permits as of the date hereof have been paid in full. Other than described in Schedule 4(f), no event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any permit set forth on Schedule 4(f).

(g) The Company has no material liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise except for liabilities described in Schedule 4(g), the contracts listed on Schedule 4(i) and permits under Schedule 4(f).

(h) The Company does not have, and has never had, any employees.

(i) Schedule 4(i) attached hereto lists each material contract of the Company (such contracts required to be listed, the "Contracts"). Each Contract is valid and binding on the Company (and, to the knowledge of Assignor, the relevant counterparty(ies)) in accordance with its terms and is in full force and effect, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally, and general equitable principles whether considered in a proceeding in equity or at law. None of the Company or, to Assignor's knowledge, any other party thereto is in breach of or default under (or is alleged to be in breach of or default under), or has provided or received any notice of any intention to terminate, any Contract. No event or circumstance has occurred that, with notice or lapse of time or both, would constitute an event of default under any Contract or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of any benefit thereunder. Complete and correct copies of each Contract (including all modifications, amendments and supplements thereto and waivers thereunder) have been made available to Assignee prior to the date of the Cooperation Agreement (or prior to the receipt of the applicable consents in the case of contracts entered into after the date of the Cooperation Agreement in accordance with clause (z) of the second sentence of Section 2.1(c) of the Cooperation Agreement.

5. Assignee hereby represents and warrants to Assignor that

(a) Assignee is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware. Assignee has full corporate power and authority to enter into this Assignment, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by Assignee of this Assignment, the performance by Assignee of its obligations hereunder, and the consummation by Assignee of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Assignee. This Assignment has been duly executed and delivered by Assignee and this Assignment constitutes a legal, valid and binding obligation of Assignee enforceable against Assignee in accordance with its terms, except as enforceability may be limited

by bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally, and general equitable principles whether considered in a proceeding in equity or at law.

(b) The execution, delivery and performance by Assignee of this Assignment and the consummation of the transactions contemplated hereby, do not and will not: (i) conflict

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with or result in a violation or breach of, or default under, any provision of the organizational documents of Assignee; or (ii) conflict with or result in a violation or breach of any provision of any law or order applicable to Assignee in any material respect after the receipt of any required regulatory approvals.

6. The Assignor's representations and warranties made in this Assignment shall terminate upon the second anniversary of the date of this Assignment, except with respect to Sections 4(a), (b), (c)(i), and (d) (collectively, the "Fundamental Representations and Warranties"), which shall survive indefinitely or the latest date permitted by applicable Law.

7. NRG shall cause Assignor to perform all of Assignor's obligations under this Assignment and shall indemnify, defend and hold harmless GenOn and its Affiliates from any and all liabilities, losses, damages, obligations, costs or expenses (including reasonable expenses of investigation and reasonable attorneys' fees and expenses) arising as a result of or related to a breach of any of the representations, warranties, covenants or agreements of Assignor contained in this Assignment or in the Cooperation Agreement as it relates to the Avon Lake Pipeline or NRG Ohio Pipeline Company LLC or their respective Affiliates; provided, however, that Assignor and NRG shall have no liability for breach of any representation or warranty (except with respect to any Fundamental Representations and Warranties) until GenOn's losses, expenses, claims or other liabilities related to such breach exceed 2% of the Avon Lake Option Price and then Assignor's and NRG's aggregate liability for any breach of any representation or warranty (except with respect to any Fundamental Representations and Warranties) shall not exceed 10% of the Avon Lake Option Price.

8. This Assignment shall be construed and enforced in accordance with the Laws of the State of Delaware.

9. This Assignment may be executed in any number of counterparts (including by electronic means), each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Any amendments to this Assignment shall be in a writing signed by all Parties.

10. This Assignment shall be binding on and inure to the benefit of the Parties and their respective successors and assigns.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed this Assignment on the date first written above.

Assignee:

[GenOn Energy, Inc.]

By: _____
Name:
Title:

Assignor:

NRG Energy, Inc.

By: _____
Name:
Title:

DISCLOSURE SCHEDULES

TO

ASSIGNMENT OF MEMBERSHIP INTERESTS AGREEMENT

by and between

NRG ENERGY, INC.

and

These Disclosure Schedules are being delivered pursuant to and form part of that certain Assignment of Membership Interests, dated as of **[ ]**, [20] (the "Assignment"), by and between NRG Energy, Inc. ("Assignor") and [GenOn] ("Assignee"). Capitalized terms used but not defined herein shall have the meanings set forth in the Assignment. Any matter set forth under any item in any section or subsection of these Disclosure Schedules shall be deemed disclosed with respect to any other section or subsection to which the relevance of such item to such other section or subsection is reasonably apparent on its face.

The headings to each section and subsection included in these Disclosure Schedules are inserted for convenience only and shall not create a different standard for disclosure than the language set forth in the Assignment.

SCHEDULE 4(d)(1)

Real Property

None.

(1) Note to Draft: Subject to update solely to reflect matters arising after the date of the Cooperation Agreement and prior to the closing of the transaction described in the Assignment of Membership Interests Agreement. On reasonable request, NRG will provide GenOn with any updates with respect to events between the date of the Agreement and the date of the request affecting the representations in the Assignment of Membership Interests Agreement.

SCHEDULE 4(f)(2)

Material Permits

1. Pipeline Certificate for NRG Ohio Pipeline Company LLC by the Public Utilities Commission of Ohio, Case No. 13-2315-PL-ACE, issued February 26, 2014.

2. Pipeline Certificate for NRG Ohio Pipeline Company LLC by the Ohio Power Siting Board, Case No. 14-1717-GA-BLN, issued June 4, 2015, expiration date June 4, 2017, extended on March 2, 2017 with a new expiration of June 4, 2018.

3. Erosion and Sediment Control Plan for NRG Ohio Pipeline Company LLC by the Lorain Soil & Water Conservation District, issued December 23, 2014.

4. Storm Water Pollution Prevention Plan for NRG Ohio Pipeline Company LLC by the City of Elyria, Ohio, issued January 2, 2015.

(2) Note to Draft: Subject to update solely to reflect matters arising after the date of the Cooperation Agreement and prior to the closing of the transaction described in the Assignment of Membership Interests Agreement. On reasonable request, NRG will provide GenOn with any updates with respect to events between the date of the Agreement and the date of the request affecting the representations in the Assignment of Membership Interests Agreement.

SCHEDULE 4(g)(3)

Material Liabilities

CASE NAME	SCOPE
NRG v. DENNIS SAMUEL	Dismissal — attorney fee settlement
NRG v. DOWNER RICHARD	Dismissal — attorney fee settlement
NRG v. HELFRICH MATTHIAS & JOANNE	Dismissal — attorney fee settlement
NRG v. KELLING ALBERT G & KERECZ JOAN TRUSTEE	Dismissal — attorney fee settlement
NRG v. PARKER HOLDINGS LTD	Dismissal — attorney fee settlement
NRG v. Putsay	Dismissal — attorney fee settlement
NRG v. K Hovnanian	Dismissal — attorney fee litigation
NRG v. Conlin	Landowner request to buyback easement-litigation
NRG v. Borling	Landowner request to buyback easement-litigation
NRG v. Miller	Attorney fee dispute
NRG v. Vajda	Motion to Enforce Settlement (Easement)
NRG v. Thorne	Motion to Enforce Settlement (Easement)

NRG v. Plas	Motion to Enforce Settlement (Easement)- to be filed in January

(3) Note to Draft: Subject to update solely to reflect matters arising after the date of the Cooperation Agreement and prior to the closing of the transaction described in the Assignment of Membership Interests Agreement. On reasonable request, NRG will provide GenOn with any updates with respect to events between the date of the Agreement and the date of the request affecting the representations in the Assignment of Membership Interests Agreement.

NRG v. Noster	Motion to Enforce Settlement (Easement)
NRG Ohio Pipeline Company LLC v. Board of Trustees of Lorain County Community College	Settlement for Easement.

SCHEDULE 4(i)(4)

Material Contracts

Easements

1. Alumalloy LLC (04-00-005-700-004)
2. Avon Development LLC (04-00-002-101-170)
3. Barbara J Demaline (04-00-001-008)
4. Barbara J Demaline (04-00-001-064)
5. Beverly Rumpler (11-00-093-101-058 and 11-00-093-101-066)
6. Borling, Charles (10-00-016-000-070)
7. Carlisle Golf Club Inc. (10-00-017-000-013)
8. Carlisle Golf Club Inc. (10-00-017-000-014)
9. Carsson P. Gilgenbach (11-00-087-000-014)
10. City of North Ridgeville (07-00-046-101-044)
11. David Sayles and Debra Sayles (11-00-097-000-005)
12. Dorothy Fees (07-00-048-000-005)
13. Dorothy Fees (07-00-048-000-006)
14. Dorothy Fees and Carl D. Ternes (07-00-047-000-054)
15. Edmund A. and Angela S. Carter (11-00-086-000-057)
16. Edward Kurianowicz (07-00-044-102-038)
17. Fathers of St. Joseph Inc. (04-00-001-102-007)
18. Gail A. Ralich (04-00-002-101-292)
19. Gary R. and Kathleen M. Conlin (11-00-094-000-048)

(4) Note to Draft: Subject to update solely to reflect matters arising after the date of the Cooperation Agreement and prior to the closing of the transaction described in the Assignment of Membership Interests Agreement. On reasonable request, NRG will provide GenOn with any updates with respect to events between the date of the Agreement and the date of the request affecting the representations in the Assignment of Membership Interests Agreement.

20. Gateway Development LLC (07-00-046-108-056)
21. George Vonya and Debra Vonya (10-00-016-000-113)

22. Gerald N. Macbeth (10-00-016-000-040)
23. Harper L. Strickler and Brenda K. Strickler (07-00-044-102-037)
24. Holt, William L and Anna Marie (04-00-001-102-055)
25. Irene T. Kaulins (04-00-001-102-022)
26. Jane Marquard Lunas (07-00-044-102-033)
27. Joan M. Kerecz, Trustee (04-00-001-102-050)
28. John D. Leonowich, Successor Trustee (07-00-048-000-002)
29. John M. Ryan and Laurel V. Ryan (10-00-016-000-064)
30. Julius, Thomas A. and Johanna (04-00-001-102-056)
31. Kevin and Diane Palm (10-00-024-000-207)
32. KP Hospitality LLC (04-00-004-103-019)
33. Lloyd Development Inc. (04-00-005-000-081)
34. Lorain County Board of Supervisors (11-00-0093-7101-076)
35. Louis G and Gail E Betzel (07-00-043-101-002)
36. Mark D. and Darlene Julius (04-00-001-102-057)
37. Michael A. Kistner and Lana K. Kistner (11-00-097-000-004)
38. Michael L. Foor and Stacie Baird Foor (10-00-016-000-082)
39. Michael L. Foor and Stacie Baird Foor (10-00-016-000-087)
40. Moon Road Holdings LLC (04-00-002-101-175)
41. Motta Family Trust (10-00-017-000-015)
42. Motta Family Trust (10-00-024-000-130)
43. NRG Power Midwest LP (07-00-048-000-007)
44. Orchard Trail Development Group LLC (04-00-002-101-008)

45. Orchard Trail Development Group LLC (04-00-002-101-172)
46. Orchard Trail Homeowners Association Inc. (04-00-002-101-248)
47. Out On a Limb (04-00-005-701-008)
48. Peggy Marie Resar (11-00-094-000-056)
49. Penta-star Enterprises LLC (04-00-005-000-083)
50. Ray D Roach and Fannie M. Roach, Co-Trustees (11-00-092-000-036)
51. Raymond Mohler and Diane Palm (10-00-024-000-206)
52. Richard and Carol Petersen (04-00-001-102-021)
53. Richard and Ellen Braatz (04-00-001-102-012)
54. Robert B. and Debra J. Kubasak (11-00-094-000-050)
55. Rural Lorain County Water Authority (04-00-005-000-070)
56. Rykon Plating, Inc. (04-00-005-000-047)
57. Schafer Development Co. Inc. (04-00-001-102-104)

58. Schafer Properties IV LLC (04-00-001-102-103)

59. Sklenar, Ruth A. (11-00-093-102-027)

60. Springvale Development Company, Ltd (11-00-085-000-074)

61. Springvale Development Company, Ltd (11-00-096-000-041)

62. Sunrise Development Co. (07-00-048-000-007)

63. Sylvester default judgment (04-00-002-101-021)

64. Terry C. Christensen (11-00-092-000-078)

65. The Spitzer Hardware and Supply Company (11-00-095-000-045)

66. The Spitzer Hardware and Supply Company (11-00-095-000-049)

67. Theresa M. Wukie, Trustee (11-00-095-000-030)

68. Thomas B. Brock and Mary J. Brock (04-00-006-114-061)

69. Tillery Holdings, LLC (04-00-005-700-002)

70. Victoria S. Wearsch and Timothy W. Wearsch (07-00-044-102-032)

71. Victoria S. Wearsch and Timothy W. Wearsch (07-00-044-102-047)

72. White Oak Ranch LLC (10-00-024-000-200)

73. William Kantosky (11-00-096-000-042 and 11-00-097-000-031

74. William Kantosky, Executor of the Estate of Hanry Kantosky (11-00-096-000-042 and 11-00-097-000-031)

EXHIBIT E

Intercompany Development-Related Agreements

Agreements related to the development of the:

1. SMECO CT facility

Exhibit 10.4

EXECUTION VERSION

PENSION INDEMNITY AGREEMENT

This PENSION INDEMNITY AGREEMENT (as hereinafter amended, modified or changed from time to time in accordance with the terms hereof, this "***Agreement***") is made and entered into as of December 14, 2017, by and between NRG Energy, Inc., a Delaware corporation ("***NRG***"), and GenOn Energy, Inc. ("***GenOn***"), a Delaware Corporation. NRG and GenOn may sometimes be referred to in this Agreement individually as a "***Party***" and collectively as the "***Parties***." Capitalized terms used but not defined herein shall have the meaning given in the Plan (as defined below).

RECITALS

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

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

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

ARTICLE I
DEFINITIONS

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

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

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

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

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

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

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

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

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

"***Collective Bargaining Agreements***" means the collective bargaining agreements of the GenOn Group as set forth in Exhibit A hereto, as updated from time to time by the GenOn Group prior to the Effective Date.

"***Effective Date***" means the date on which the Plan shall have become effective in accordance with its terms.

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

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

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

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

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

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

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

"***NRG Pension Plans***" means the NRG Pension Plan, NRG Pension Plan for Bargained Employees, any other pension plan subject to Title IV of ERISA or the minimum funding standards of section 302 of ERISA or section 412 of the Code, any other pension plan that is a "multiemployer plan" within the meaning of section 3(37) of ERISA, and any defined benefit supplemental executive retirement plan for which NRG otherwise has liability, in each case,

that is sponsored, maintained, contributed to, or required to be contributed to, by NRG and its subsidiaries and affiliates, including the GenOn Group, or under which there may be obligations with respect to current or former employees of NRG and its subsidiaries and affiliates, including the GenOn Group.

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

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

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

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

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

ARTICLE II
CONDITIONS TO EFFECTIVE DATE

Section 2.1 Effective Date. This Agreement shall become effective and binding upon each of the Parties on the Confirmation Date (as such term is defined in the Plan).

ARTICLE III
COVENANTS OF GENON

Section 3.1 Covenants of GenOn Group. GenOn Group shall cause Reorganized GenOn Group to assume all of the Collective Bargaining Agreements in existence as of the Effective Date. GenOn Group or one of its wholly-owned subsidiaries shall obtain any and all necessary advance consents from each union that is party to a Collective Bargaining Agreement to modify the Collective Bargaining Agreements as required by this Section 3.1.

ARTICLE IV
COVENANTS OF NRG

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

Section 4.2 2017 and 2018 Pension Payments. NRG has paid all cash obligations due in 2017 with regard to the NRG Pension Plans on behalf of the GenOn Group. With regard to the NRG Pension Plans, NRG shall pay all cash obligations due in 2018 on behalf of the GenOn Group; *provided*, that if GenOn has paid such amounts, NRG will reimburse the Reorganized GenOn Group for such payments on the Effective Date.

ARTICLE V
CLAIMS PROCEDURES

Section 5.1 General. In connection with any indemnification provided for in Article IV, the Party seeking indemnification (the "***Indemnitee***") will give the Party from which indemnification is sought (the "***Indemnitor***") prompt notice whenever the Indemnitee learns of the assertion by a Person other than the Parties of any claims or of the commencement by any such Person of any Action (each such Claim or Action being a

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

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

ARTICLE VI
MISCELLANEOUS

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

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

Section 6.3 Entire Agreement. This Agreement and the Exhibit attached hereto constitutes the entire agreement among the Parties with respect to the subject matter hereof

and supersedes all prior agreements, oral, or written, among the Parties with respect thereto, except as may be provided or complemented in the Plan. In the event of any inconsistency between this Agreement and the Settlement Agreement, this Agreement shall govern.

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

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

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

if to NRG:

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

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

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

if to GenOn:

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

with copies (which shall not constitute notice) to:

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

and to:

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

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

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

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

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

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

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

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

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

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

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

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

Section 6.10 Assignment.

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

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

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

Section 6.12 No Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties hereto, and, other than the rights of the Consenting Noteholders pursuant to Section 4.1, no provision of this Agreement shall be deemed to confer upon any third parties any claim, remedy, liability, reimbursement, cause of action, or other right. For clarity, nothing in this

Agreement shall be read to impair the ability of any Party to seek to recover from any third party person or entity for amounts due to any Party, except to the extent such claims are expressly addressed in this Agreement.

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

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

(b) For purposes of this Agreement: (i) "***Applicable Laws***" means any federal, state, provincial, local, municipal, foreign or other law, statute, legislation, constitution, principal of common law, ordinance, code, edict, proclamation, treaty, rule, regulation, ruling, directive, Order, or requirement of, or issued, promulgated, enforced or entered by, any Governmental Authority or court of competent jurisdiction, or other legal requirement or rule of law; (ii) "***Governmental Authority***" means any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any governmental authority, agency, department, board, commission or instrumentality of the United States or any foreign country, any state or local body of the United States, any independent system operator, any regional transmission organization, reliability council or authority, or any foreign country or any political subdivision of any of the foregoing, and any court of competent jurisdiction; and (iii) "***Order***" means any final writ, judgment, decree, injunction or similar order of any Governmental Authority.

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

NRG ENERGY, INC.		**GENON ENERGY, INC.**	
By:	/s/ Gaetan Frotte	By:	/s/ Mark A McFarland
Name:	Gaetan Frotte	Name:	Mark A. McFarland
Title:	Senior Vice President and Treasurer	Title:	Chief Executive Officer

[Signature Page to the Pension Indemnity Agreement]

PENSION INDEMNITY AGREEMENT

Exhibit A

Collective Bargaining Agreements

GenOn Energy Services LLC and IBEW Local 1900

Genon Energy Services, LLC and Local 29 of the IBEW

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

GenOn Energy Services LLC and IBEW Local No. 66

GenOn Energy Services LLC and IBEW Local 1289

GenOn Energy Services LLC and Local Union 459 of the IBEW

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

GenOn Energy Services LLC and IBEW Local Union No. 503

GenOn Energy Services LLC and Local Union 777 of the IBEW

GenOn Energy Services LLC and IBEW Local 1245

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

GenOn Energy Services LLC and Local Union 270 UWUA

GenOn Energy Services LLC and UWUA Local 369

Exhibit 10.5

EXECUTION VERSION

EMPLOYEE MATTERS AGREEMENT

This EMPLOYEE MATTERS AGREEMENT (as hereinafter amended, modified or changed from time to time in accordance with the terms hereof, this "***Agreement***") is made and entered into as of December 14, 2017, by and between NRG Energy, Inc., a Delaware corporation ("***NRG***"), and GenOn Energy, Inc. ("***GenOn***"), a Delaware Corporation. NRG and GenOn may sometimes be referred to in this Agreement individually as a "***Party***" and collectively as the "***Parties***." Capitalized terms used but not defined herein shall have the meaning given in the Plan (as defined below).

RECITALS

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

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

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

ARTICLE I
DEFINITIONS

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

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

"***Affected Performance Period***" shall have the meaning set forth in Section 6.1(a).

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

"***Agreement***" means this Employee Matters Agreement.

"***Applicable Law***" shall have the meaning set forth in Section 7.11(b).

"***Asset Purchaser***" the buyer of assets of GenOn or any of its direct or indirect subsidiaries pursuant to an asset purchase agreement.

"***Asset Transaction***" means one or more transactions, occurring following the date of this Agreement and prior to the Effective Date pursuant to an asset purchase agreement under which GenOn or any of its direct or indirect subsidiaries sells their assets to the Asset Purchaser and, in connection with such transaction, employees of GenOn or any of its direct or indirect subsidiaries are hired by the Asset Purchaser or an affiliate thereof.

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

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

"***Cash Incentive Plans***" shall have the meaning set forth in Section 6.1(a).

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

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

"***Conditional Provisions***" shall have the meaning set forth in Section 2.2(b).

"***Cutoff Date***" shall have the meaning set forth in Section 4.3(a).

"***Effective Date***" means the date on which the Plan shall have become effective in accordance with its terms.

"***Eligible Bonus Amount***" shall have the meaning set forth in Section 6.1(a).

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

"***Final Value***" shall have the meaning set forth in Section 4.4.

"***401(k) Effective Date***" shall have the meaning set forth in Section 4.2.

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

"***GenOn Cafeteria Plan***" shall have the meaning set forth in Section 4.3(b).

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

"***GenOn 401(k) Plan***" shall have the meaning set forth in Section 4.2.

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

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

"***GenOn Welfare Plan***" shall have the meaning set forth in Section 4.3(a).

"***Governmental Authority***" shall have the meaning set forth in Section 7.11(b).

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

"***Initial Value***" means $25 million.

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

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

"***NRG 401(k) Plan***" means NRG Affiliates Employee Savings Plan.

"***NRG Benefit Plans***" means each "employee benefit plan" (within the meaning of section 3(3) of ERISA) and whether or not subject to ERISA, and each severance, change in control, deferred compensation, retention, employment, retirement, savings, pension, incentive, bonus, commission, health, welfare, post-termination, retiree, separation, change of control, paid time off, fringe benefit or any other benefit or compensation plan, program, policy, agreement, arrangement, or contract, in each case, under which any employee or former employee or other service provider of the GenOn Group has any present or future right to benefits and under which NRG or any of its Affiliates has had or has any present or future Liability.

"***NRG Cafeteria Plan***" shall have the meaning set forth in Section 4.3(b).

"***NRG OPEB Plans***" shall have the meaning set forth in Section 4.4.

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

"***Order***" shall have the meaning set forth in Section 7.11(b).

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

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

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

"***Settlement Agreement***" shall have the meaning set forth in Section 2.2(a).

"***Transferred Employees***" shall have the meaning set forth in Article V.

ARTICLE II
CONDITIONS TO EFFECTIVE DATE

Section 2.1 Effective Date. This Agreement shall become effective and binding upon each of the Parties on the Confirmation Date (as such term is defined in the Plan).

Section 2.2 Condition Precedents. The provisions in Articles III, IV and VI (other than Sections 3.2 and 4.4) relating to actions and obligations occurring on and after the Effective Date (the "***Conditional Provisions***") shall only become effective, if as of the Effective Date, the GenOn Group continues to employ GenOn Employees. For the avoidance of doubt, if prior to the Effective Date, GenOn enters into Asset

Transactions such that GenOn ceases to have any employees, then the Conditional Provisions shall not become effective on the date on which the Plan becomes effective in accordance with its terms or on any other date and NRG shall have no obligations under this Agreement with respect to an Asset Purchaser.

ARTICLE III
GENERAL PRINCIPLES

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

Section 3.2 Assumption and Retention of Liabilities. Except as otherwise provided in this Agreement, Reorganized GenOn Group shall not assume, pay, perform or discharge or otherwise have any obligation or liability for, any and all Liabilities of NRG or any Affiliate of NRG (whether now existing or hereafter arising), and NRG and its Affiliates shall retain, and shall be solely responsible and liable for paying, performing and discharged when due, all such Liabilities of NRG or its Affiliates, including all Liabilities at any time arising under, in connection with or pursuant to any NRG Benefit Plan or any other benefit or compensation plan, program, policy, agreement, arrangement or contract at

any time maintained, sponsored, contributed, or required to be contributed to by NRG or any of its Affiliates or with respect to which NRG or any of its Affiliates has any liability, and any liability or obligation relating to workers' compensation claims which relate to claims and/or injuries arising or asserted on or before the Effective Date.

ARTICLE IV
CERTAIN BENEFIT PLAN PROVISIONS

Section 4.1 Defined Benefit Pension Plans.

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

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

Section 4.2 Qualified Defined Contribution Plans. Effective March 1, 2018 or, upon written notice to NRG of at least forty-five (45) Business Days, an earlier date (the "***401(k) Effective Date***") NRG shall establish the GenOn Energy, Inc. Employee Savings Plan (the "***GenOn 401(k) Plan***") as a defined contribution savings plan intended to satisfy the requirements of Sections 401(a) and 401(k) of the Code for eligible GenOn Employees who participated in the NRG 401(k) Plan immediately prior to the 401(k) Effective Date. The GenOn 401(k) Plan shall accept a trust to trust transfer of assets (including any promissory notes evidencing outstanding participant loans) from the NRG 401(k) Plan attributable to the GenOn Employees' vested and unvested accounts as soon as administratively feasible after the 401(k) Effective Date. On the Effective Date, Reorganized GenOn Group shall assume sponsorship (and related trust assets) of the GenOn 401(k) Plan.

Section 4.3 Active Health and Welfare Benefit.

(a) General. Effective March 1, 2018 (the "***Cutoff Date***"), NRG shall establish the GenOn Energy, Inc. Employee Welfare Plan (the "***GenOn Welfare Plan***") for eligible GenOn Employees who participated in the corresponding NRG Employee Benefit Plan immediately prior to the Cutoff Date. On the Effective Date, Reorganized GenOn Group shall assume sponsorship (and related trust assets) of the GenOn Welfare Plan. NRG shall be responsible for all claims incurred by GenOn Employees under the GenOn Welfare Plan and corresponding NRG Benefit Plan on or prior to the Effective Date and Reorganized GenOn Group shall be responsible in accordance with the GenOn Welfare Plan for all claims incurred by GenOn Employees after the Effective Date.

(b) Flexible Spending Accounts. As of the Cutoff Date, NRG shall establish flexible spending arrangements under a cafeteria plan qualifying under Sections 125 and 129 of the Code (the "***GenOn Cafeteria Plan***") for eligible GenOn Employees who participated in the corresponding cafeteria plan sponsored by NRG immediately prior to the Cutoff Date (the "***NRG Cafeteria Plan***"). The GenOn Cafeteria Plan shall accept, a spin-off of the flexible spending account balances of the GenOn Employees under the NRG Cafeteria Plan and shall honor and continue, through the end of the plan year in which the Cutoff Date occurs, the elections made by each such GenOn Employee under the NRG Cafeteria Plan for such plan year to the extent allowed under applicable law. As soon as practicable (but in any event, within 15 Business Days) following the Cutoff Date, NRG shall cause to be transferred in cash to the GenOn Group an amount equal to the excess, if any, of (A) the aggregate accumulated contributions to the flexible spending accounts made during the plan year in which the Cutoff Date occurs by the GenOn Employees over (B) the aggregate reimbursement payouts made to such GenOn Employees prior to the Cutoff Date for such plan year from such accounts. If the aggregate reimbursement payouts made to the GenOn Employees prior to the Cutoff Date from the flexible spending accounts for the plan year in which the Cutoff Date occurs exceed the aggregate accumulated contributions to such accounts made by the GenOn Employees prior to the Cutoff Date for such plan year, the GenOn Group shall cause such excess amount to be transferred in cash to NRG as soon as practicable (but in any event, within 15 Business Days) following the Cutoff Date. On the Effective Date, Reorganized GenOn Group shall assume sponsorship (and related assets) of the GenOn Cafeteria Plan.

Section 4.4 Retiree Health and Welfare Benefits. NRG shall retain any NRG Benefit Plans providing for post-employment or retiree health or welfare benefits (the "***NRG OPEB Plans***") and continue to be liable under the existing NRG OPEB Plans for former employees of the GenOn Group (and any dependents thereof), as of the Effective Date. As of the Effective Date, the actuaries of all NRG OPEB Plans shall calculate

the actuarial equivalent benefit amount calculated as of the Effective Date for all such former employees of the GenOn Group (as determined on an APBO basis consistent with past practice and existing assumptions) (the "***Final Value***"). GenOn shall credit NRG for the difference between the Final Value and the Initial Value, if any. To the extent permitted by law, NRG may in its sole discretion terminate or amend the NRG OPEB Plans with respect to non-bargaining employees or retirees at any time. As of the Effective Date, the Reorganized GenOn Group will assume the Liability for all active GenOn Employees, including any active GenOn Employees, who have satisfied the applicable eligibility requirements of the NRG OPEB Plans, but have not yet started to receive their retiree health or welfare benefits under the applicable NRG OPEB Plans. GenOn further agrees that following the date on which the Plan is confirmed and prior to the Effective Date, the GenOn Group shall not offer any employees or former employees of the GenOn Group additional age and/or service credits and subsidies for purposes of eligibility under the NRG OPEB Plans without the written consent of NRG. NRG further agrees, unless otherwise required by applicable law, that it will not terminate, amend, or alter benefits or subsidies for former employees whose benefits derive from a collective bargaining agreement.

Section 4.5 Nonqualified Retirement Plans. NRG shall retain all Liabilities under the NRG Energy Deferral and Restoration Plan (the "***Retained Nonqualified Plan***").

Each GenOn Employee shall, as of the Effective Date, cease participation in the Retained Nonqualified Plan. As of the Effective Date, NRG shall take all actions necessary to: (i) fully vest all GenOn Employees in their account balances, to the extent any are unvested, and (ii) cause GenOn Employees to receive their benefits from the Retained Nonqualified Plan in accordance with the terms of the plan in effect as of the date hereof.

ARTICLE V
EMPLOYEE TRANSFERS

Prior to December 31, 2017, GenOn Group shall transfer the GenOn Employees whose responsibilities are exclusively or primarily related to the Seward and Deer Park Generating Stations (the "***Transferred Employees***") to NRG and NRG shall assume any and all liabilities with respect thereto, including all liabilities relating to pension, retiree welfare and all other employee benefit plans in which the Transferred Employees participate. The actuarial equivalent benefit amount of retiree welfare benefits of the Transferred Employees shall not be included in the calculation of Final Value under Section 4.4.

ARTICLE VI
ADDITIONAL MATTERS

Section 6.1 Cash Incentive Programs.

(a) Immediately following the Effective Date, NRG shall make a prorated bonus payment to each GenOn Employee who is a participant in the NRG Energy, Inc. Annual Incentive Plan and any other NRG annual cash incentive plans (collectively, the "***Cash Incentive Plans***") and who remains employed through the Effective Date, the amount (if any) of which shall equal the product of the applicable GenOn Employee's Eligible Bonus Amount (as defined in the next sentence) in respect of the performance period in which the Effective Date occurs (with respect to each GenOn Employee, the "***Affected Performance Period***"), multiplied by a fraction, the numerator of which is the number of days in the Affected Performance Period prior to the Effective Date, and the denominator of which is the total number of days in the Affected Performance Period. NRG may determine the Eligible Bonus Amount with respect to each GenOn Employee, under each Cash Incentive Plan and for each Affected Performance Period, using any good faith methodology, provided that such amount shall not be less than the target bonus amount established for each GenOn Employee (such amount, as calculated, the "***Eligible Bonus Amount***"). No amount payable pursuant to the foregoing shall be subject to the execution or delivery of any release of claims by a GenOn Employee. Any amount payable to any GenOn Employee under a Cash Incentive Plan in respect of a performance period completed prior to the Effective Date shall be paid no later than the date on which NRG pays annual bonuses to similarly-situated other employees of NRG and its Affiliates.

(b) As of the Effective Date, Reorganized GenOn Group will assume payment obligations from NRG with respect to any other accrued, but unpaid payments for the cash incentive programs set forth on Schedule 6.1 related to the GenOn Employees.

Reorganized GenOn Group will pay such accrued benefits to the applicable GenOn Employee in accordance with terms and conditions as determined by Reorganized GenOn Group in its sole discretion.

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

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

Section 6.4 Inactive Employees. To the extent any current or former employees of the GenOn Group are on short-term disability or leave of absence on the Effective Date (each an "***Inactive Employee***"), from and after the Effective Date, the Reorganized GenOn Group shall assume the Liability and obligation with respect to such Inactive Employee to provide employee benefits to such employees after the Effective Date. Reorganized GenOn shall not assume any Liability for any employee on workers' compensation or long-term disability on the Effective Date.

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

ARTICLE VII
MISCELLANEOUS

Section 7.1 Entire Agreement. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral, or written, among the Parties with respect thereto, except as may be provided or complemented in the Plan. In the event of any inconsistency between this Agreement and the Settlement Agreement, this Agreement shall govern.

Section 7.2 No Waiver; Remedies Cumulative. No waiver under this Agreement is effective unless it is in writing and signed by or on behalf of the Party waiving its right. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated, and does not operate as a waiver on any future occasion. No failure on the part of any Party to exercise or enforce and no delay in exercising or enforcing, and no course of dealing with respect to, any right, remedy, power or privilege under this Agreement shall operate as a waiver of such right, remedy, power or privilege, nor shall any single or partial exercise of any right, remedy, power or privilege under this Agreement preclude any other or further exercise of any such right, remedy, power or privilege or the

exercise of any other right, remedy, power or privilege. All rights, powers, and remedies provided under this Agreement or otherwise available in respect hereof at law or in equity shall be cumulative and not alternative, and the exercise of any right, power, or remedy thereof by any Party shall not preclude the simultaneous or later exercise of any other such right, power, or remedy by such Party.

Section 7.3 Amendments. This Agreement may not be modified, amended, or supplemented without the prior written consent of by each Party.

Section 7.4 Notices. Unless otherwise specified, all notices required or permitted under this Agreement shall be in writing and shall be delivered by email and (1) hand or (2) prepaid delivery service with package tracking capabilities. Such notices shall be addressed to:

if to NRG:

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

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

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

if to Reorganized GenOn Group:

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

with copies (which shall not constitute notice) to:

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

and to:

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

eli.vonnegut@davispolk.com
angela.libby@davispolk.com

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

Section 7.5 Interpretation Unless otherwise required by the context in which any term appears, for purposes of this Agreement:

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

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

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

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

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

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

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

Section 7.6 Captions. The captions and section headings appearing in this Agreement are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Agreement.

Section 7.7 Severability. If any provision of this Agreement is found or held to be invalid or unenforceable by a court, arbitrator, or other decision-making body of competent jurisdiction, the remainder of this Agreement shall remain valid and enforceable to the greatest extent allowed by such court, arbitrator, or body under law.

Section 7.8 Assignment.

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

(b) Any purported assignment of this Agreement in violation of this Section 7.8 shall be null and void.

Section 7.9 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, e-mail or other means of electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 7.10 No Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties hereto, no provision of this Agreement shall be deemed to confer upon any third parties any claim, remedy, liability, reimbursement, cause of action, or other right. For clarity, nothing in this Agreement shall be read to impair the ability of any Party to seek to recover from any third party person or entity for amounts due to any Party, except to the extent such claims are expressly addressed in this Agreement.

Section 7.11 Governing Law; Submission to Jurisdiction; Selection of Forum.

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

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

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

Section 7.12 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

NRG ENERGY, INC.

By: /s/ Gaetan Frotte
Name: Gaetan Frotte
Title: Senior Vice President and Treasurer

GENON ENERGY, INC.

By: /s/ Mark A. McFarland
Name: Mark A. McFarland
Title: Chief Executive Officer

Schedule 6.1

None

Exhibit 10.6

EXECUTION VERSION

TAX MATTERS AGREEMENT

BY AND AMONG NRG ENERGY, INC.,

AND

GENON ENERGY, Inc.

AND

REORGANIZED GENON

INITIALLY DATED AS OF DECEMBER 14, 2017

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TAX MATTERS AGREEMENT(1)

THIS TAX MATTERS AGREEMENT (this "Agreement"), dated as of December 14, 2017, is entered into by and among, NRG Energy, Inc., a Delaware corporation ("NRG"), GenOn Energy, Inc, and Reorganized GenOn (together with GenOn Energy, Inc., "GenOn"). NRG and GenOn shall be referred to collectively as the "Parties". Any capitalized term used herein without definition shall have the meaning given to it in the Plan (as defined herein).

RECITALS

WHEREAS, on June 14, 2017, GenOn Energy Inc. and certain of its Subsidiaries (collectively, the "Debtors") commenced voluntary cases under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 et seq. (as amended, the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas, which cases are currently pending before the Honorable Judge David R. Jones and jointly administered for procedural purposes only under Case No. 17-33695 (DRJ), and any proceedings relating thereto (collectively, the "Chapter 11 Cases");

WHEREAS, the Debtors intend to seek the entry of an order of the Bankruptcy Court approving the restructuring of the Debtors pursuant to a confirmed and effective Chapter 11 plan of reorganization that contemplates, among other things, a separation of the Debtors from NRG, with the structure of such separation to involve a to-be-determined combination of asset transfers from the Debtors to third-parties, asset transfers from the Debtors to a newly-formed entity or entities initially owned by current holders of claims against the Debtors, and/or a transfer of the equity of one or more of the Debtors to current holders of claims against the Debtors;

WHEREAS, the Parties wish to (i) provide for the payment of Income Taxes and entitlement to Refunds thereof, (ii) allocate responsibility for, and cooperation in, the filing and defense of Tax Returns and Tax Proceedings and (iii) provide for certain other matters relating to Taxes, including the ability of NRG to claim a Worthless Stock Deduction with respect to its stock in GenOn Energy, Inc.;

WHEREAS, this Agreement is subject to approval by the Bankruptcy Court and will be effective only upon the confirmation date of the *Third Amended Joint Chapter 11 Plan of Reorganized of GenOn Energy, Inc. and Its Debtor Affiliates* (the "Original Plan" and, together with any other Chapter 11 plan that may be confirmed in the Chapter 11 Cases, the "Plan") and entry of an order confirming the Original Plan (such order, the "Confirmation Order").

NOW, THEREFORE, in consideration of these premises, and of the representations, warranties, covenants and agreements set forth herein, and for other good and valuable

(1) Note: Although this Agreement will initially, by its terms, become effective on the Confirmation Date, the Parties hereto acknowledge and agree that certain provisions of the Agreement may need to be adjusted once a final emergence structure is known, and this Agreement will be amended to provide for such structural changes (while not, for the avoidance of doubt, changing provisions that need not be changed to address such structural changes, including provisions related to the substantive allocation of tax liability between NRG and GenOn/Reorganized GenOn, NRG's ability to claim a worthless stock deduction, and GenOn's ability to utilize NOLs in accordance with the terms set forth herein).

consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I

Definitions

Section 1.01 General. As used in this Agreement, the following terms shall have the following meanings.

"Accounting Firm" has the meaning set forth in Section 8.02.

"Affiliate" means, with respect to any Person, any other Person, directly or indirectly, controlling, controlled by, or under common control with, such Person.

"Agreement" has the meaning set forth in the preamble to this Agreement. "Ancillary Agreements" means the [ ].(2)

"Code" means the Internal Revenue Code of 1986, as amended.

"Due Date" means (i) with respect to a Tax Return, the date (taking into account all applicable extensions) on which such Tax Return is required to be filed under applicable law and

(ii) with respect to a payment of Taxes, the date on which such payment is required to be made to avoid the incurrence of interest, penalties and/or additions thereto.

"Effective Date" means the date on which the Plan (including, for the avoidance of doubt, the Original Plan or any other Chapter 11 plan of reorganization) becomes effective.

"Federal Income Tax Return" means the U.S. federal income tax returns reflecting the GenOn Entities' membership in NRG's consolidated tax group.

"Final Determination" means the final resolution of liability for any Tax for any taxable period, by or as a result of (i) a final decision, judgment, decree or other order by any court of competent jurisdiction that can no longer be appealed, (ii) a final settlement with the IRS, a closing agreement or accepted offer in compromise under Sections 7121 or 7122 of the Code, or a comparable agreement under the laws of other jurisdictions, which resolves the entire Tax liability for any taxable period, (iii) any allowance of a Refund in respect of an overpayment of Tax, but only after the expiration of all periods during which such Refund or credit may be recovered by the jurisdiction imposing the Tax, or (iv) any other final resolution, including by reason of the expiration of the applicable statute of limitations.

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

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(2) Note: To be determined based on final structure.

"GenOn Entity" means GenOn and any entity that is a Subsidiary of GenOn, including, following the Effective Date, any entity that is treated as a "Reorganized Debtor" under the Plan.

"GenOn Separate Return Tax" means any state or local Tax resulting from or otherwise realized upon the sale of any asset or equity interest of any GenOn Entity to the extent such Tax is payable on a separate state or local tax return that does not include NRG or an affiliate of NRG other than a GenOn Entity.

"GenOn Taxes" means, without duplication, (a) any federal, state and local Income Taxes or Tax with respect to a State and Local Income Tax Return owed by any GenOn Entity solely attributable to the NRG Settlement Payment, (b) any Tax (other than NRG Taxes) imposed on or in respect of the assets of the GenOn Entities (including, without limitation, sales/use, property, payroll, gross receipts, capital, franchise (not in the nature of Income Taxes), occupation, and similar Taxes, and (c) any GenOn Separate Return Tax;

"Income Tax Return" means (a) State and Local Income Returns and (b) Federal Income Tax Returns.

"Income Taxes" means any Taxes in whole or in part based upon, measured by, or calculated with respect to net income or profits, net worth or net receipts (including, but not limited to, any capital gains, franchise Tax, minimum Tax or any Tax on items of Tax preference (in each case, in the nature of an income Tax), but not including sales, use, real or personal property, or transfer Taxes or similar Taxes).

"Indemnified Party" means, with respect to a matter, a Person that is entitled to seek indemnification under this Agreement with respect to such matter.

"Indemnifying Party" means, with respect to a matter, a Person that is obligated to provide indemnification under this Agreement with respect to such matter.

"IRS" means the U.S. Internal Revenue Service or any successor thereto, including, but not limited to its agents, representatives, and attorneys acting in their official capacity.

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

"NRG Entity" means NRG and any Subsidiary of NRG immediately after the Restructuring Transactions.

"NRG Settlement Payment" means the cash payment to be provided by NRG, to fund distributions under the Plan.

"NRG Taxes" means, without duplication, (a) any federal, state and local Income Taxes of any consolidated, combined or unitary Tax group of which any GenOn Entity was a member during any Pre-Closing Tax Period or the portion of any Straddle Period ending on or before the Effective Date; (b) any Tax with respect to a State and Local Income Tax Return for any Pre-Closing Tax Period, and (c) any Tax of any NRG Entity; *provided, however*, that NRG Taxes shall not include (x) any Income Tax or Tax with respect to a State and Local Income Tax Return arising solely as a result of the NRG Settlement Payment or (y) any GenOn Separate Return Tax.

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

"Person" or "person" means a natural person, corporation, company, joint venture, individual business trust, trust association, partnership, limited partnership, limited liability company, association, unincorporated organization or other entity, including a governmental authority.

"Plan" has the meaning set forth in the recitals to this Agreement.

"Post-Closing Tax Period" means any taxable period (or portion thereof) beginning after the Effective Date, including for the avoidance of doubt, the portion of any Straddle Period after the Effective Date.

"Pre-Closing Tax Period" means any tax period (or portion thereof) ending on or before the Effective Date, including for the avoidance of doubt, the portion of any Straddle Period ending on the Effective Date.

"Refund" means any refund (or credit in lieu thereof) of Taxes (including any overpayment of Taxes that can be refunded or, alternatively, applied to other Taxes payable), including any interest paid on or with respect to such refund of Taxes.

"Restructuring Transactions" has the meaning set forth in Article I of the Plan.

"State and Local Income Tax Return" shall mean any and all state and local income or franchise tax returns that include any GenOn Entity that utilize federal taxable income as the basis for calculation of tax due.

"Straddle Period" means any taxable period that begins on or before and ends after the Effective Date.

"Subsidiary" means with respect to any Person, any other Person of which at least a majority of the securities or other ownership interests having by their terms ordinary voting power to elect a majority of the board of directors or other persons performing similar functions is directly or indirectly owned or controlled by such Person and/or by one or more of the Subsidiaries of such Person.

"Tax" means any net or gross income, gross receipts, net proceeds, sales, use, ad valorem, value added, goods and services, consumption, harmonized sales, franchise, margin, levies, imposts, capital, capital gains, bank shares, withholding, payroll, employer health, real property, personal property, customs duties, employment, excise, property, deed, stamp, alternative, net worth or add-on minimum, environmental or other taxes, assessments, duties, levies or similar governmental charges in the nature of a tax, whether disputed or not, together with any interest, penalties, fines, additions to tax or additional amounts with respect thereto.

"Tax Attributes" means net operating losses, capital losses, investment tax credit carryovers, earnings and profits, foreign tax credit carryovers, overall foreign losses, previously taxed income, separate limitation losses and any other losses, deductions, credits or other comparable items that could reduce a Tax liability for a past or future taxable period.

"Tax Benefit" means any decrease in Income Tax payments actually required to be made to a Taxing Authority (or any increase in any Refund otherwise receivable from any Taxing Authority), including any decrease in Tax payments (or increase in any Refund) that actually results from an increase in Tax Attributes (computed on a "with or without" basis consistent with the principles of Section 3.03(b)).

"Tax Cost" means any increase in Income Tax payments actually required to be made to a Taxing Authority (or any reduction in any Refund otherwise receivable from any Taxing Authority), including any increase in Tax payments (or reduction in any Refund) that actually results from a reduction in Tax Attributes (computed on a "with or without" basis consistent with the principles of Section 3.03(b)).

"Tax Matter" has the meaning set forth in Section 6.01.

"Tax Proceeding" means any audit, assessment of Income Taxes, pre-filing agreement, other examination by any Taxing Authority, proceeding, appeal of a proceeding or litigation relating to Income Taxes, whether administrative or judicial, including proceedings relating to competent authority determinations.

"Tax Return" means any return, report, certificate, form or similar statement or document (including any related or supporting information or schedule attached thereto and any information return, or declaration of estimated Tax) supplied to, or filed with or required to be supplied to, or filed with, a Taxing Authority in connection with the payment, determination, assessment or collection of any Tax or the administration of any laws relating to any Tax and any amended Tax Return or claim for Refund.

"Taxable Transaction" has the meaning set forth in Article I of the Plan.

"Taxing Authority" means any governmental authority or any subdivision, agency, commission or entity thereof or any quasi-governmental or private body having jurisdiction over the assessment, determination, collection or imposition of any Tax (including the IRS).

"Worthless Stock Deduction" has the meaning set forth in Article I of the Plan.

Section 1.02 Construction. When a reference is made in this Agreement to an Article or Section, such reference shall be to an Article or Section of this Agreement unless otherwise indicated. The table of contents to this Agreement, and the Article and Section headings contained in this Agreement, are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The term "or" is not exclusive. All terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined herein. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms. Unless otherwise specified, any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein

means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes, and including all attachments thereto and instruments

incorporated therein. References to a person are also to its permitted successors and assigns.

Section 1.03 References to Time. All references in this Agreement to times of the day shall be to New York City time.

ARTICLE II

Preparation, Filing and Payment of Income Taxes Shown Due on Income Tax Returns

Section 2.01 Tax Returns. NRG shall timely prepare and file (or cause to be prepared and filed) all Income Tax Returns required to be filed by any NRG Entity or GenOn Entity for any Pre-Closing Tax Period in good faith and in a manner consistent with past practice in filing such Tax Returns, and shall pay (or cause to be paid) all Income Taxes shown to be due and payable on each such Tax Return. NRG shall (i) make a draft of such Income Tax Returns available to GenOn's tax advisors, at mutually agreeable times (the first of which shall be no later than the 45th day prior to the Due Date of such Federal Income Tax Return (after giving effect to valid extensions)) at NRG's offices where Tax Returns filings are customarily handled, and (ii) reasonably and in good faith consider such revisions to such Income Tax Returns as are requested by GenOn.

Section 2.02 Tax Return Procedures. Unless otherwise required by a Taxing Authority or by applicable law, NRG and GenOn shall prepare and file all Tax Returns for any Pre-Closing Tax Period or Straddle Period, and take all other actions, in good faith and a manner consistent with this Agreement, the Plan and past practice. All such Tax Returns shall be filed on a timely basis (taking into account applicable extensions) by the Party responsible for filing such Tax Returns under this Agreement.

Section 2.03 Straddle Period Tax Allocation. In the case of any Straddle Period, the amount of Income Taxes attributable to a GenOn entity for the portion of the Straddle Period ending on, or beginning after, the Effective Date shall be made by means of an actual closing of the books and records of such GenOn Entity as of the close of the Effective Date.

Section 2.04 Expenses. Except as provided in Section 8.02 in respect of the Accounting Firm, each Party shall bear its own expenses incurred in connection with this Article II.

Section 2.05 No Extraordinary Actions on the Effective Date. Except as expressly contemplated by this Agreement, the Plan or any Ancillary Agreement, GenOn shall not, and shall not permit any GenOn Entity to, on the Effective Date, take any action outside of the ordinary course of business; *provided*, *however*, that this provision shall not apply to any actions or transactions that are deemed to occur solely for Income Tax purposes on the Effective Date as a result of transactions contemplated in the Agreement, the Plan or any Ancillary Agreement.

Section 2.06 Amended Tax Returns. Any amendment of any Income Tax Return described in Section 2.01 shall be subject to GenOn's or NRG's review, as applicable, and prepared

in good faith and in a manner consistent with past practice, and subject to payment of reimbursement for any additional Income Taxes shown on such Income Tax Return pursuant to Section 2.01 and Section 2.02.

Section 2.07 Tax Materials. Each of NRG on the one hand, and GenOn on the other hand, shall provide the other with all documents and information, and make available employees and officers, as reasonably requested by the other party, on a mutually convenient basis during normal business hours, to aid the other party in preparing any Tax Return described in this Article II or participating in a Tax Proceeding or contest described in Article IV.

Section 2.08 Tax Treatment of NRG Settlement Payment. Each of NRG, the GenOn Entities, and their respective affiliates and subsidiaries shall, for all applicable Tax purposes, treat the NRG Settlement Payment as (a) to the greatest extent permitted by applicable law, a capital contribution from NRG to GenOn that is made prior in time to any other transaction consummated pursuant to the Plan (including the Restructuring Transactions); and (b) to the extent any portion of the NRG Settlement Payment cannot, under applicable law, be treated as a capital contribution from NRG to GenOn, such NRG Settlement Payment shall be treated as a payment that is deductible to NRG and includable by GenOn when received, with such deduction and inclusion offsetting to the extent permitted by applicable Tax law. Notwithstanding anything in this Agreement to the contrary, no Tax shall be treated as solely attributable to the NRG Settlement Payment to the extent income attributable to the NRG Settlement Payment is offset by a deduction attributable to such payment such that it is reasonably determined that there was no net Tax liability directly attributable to the NRG Settlement Payment.

ARTICLE III

Indemnification

Section 3.01 Indemnification by NRG. NRG shall pay (or cause to be paid), or reimburse the GenOn Entities, as applicable, and shall indemnify and hold harmless the GenOn Entities from and against, without duplication, all NRG Taxes, and all claims, damages, losses, liabilities, costs and expenses (if any) incurred or suffered by any GenOn Entity arising out of or in connection with any breach of any representation or warranty made by NRG in this Agreement or any covenant to be performed by NRG pursuant to this Agreement.

Section 3.02 Indemnification by GenOn. GenOn shall pay (or cause to be paid), or reimburse the NRG Entities, as applicable, and shall indemnify and hold harmless the NRG Entities from and against, without duplication, (a) all GenOn Taxes, (b) any amounts owed by GenOn pursuant to Section 7.02(b) and (c) all claims, damages, losses, liabilities, costs and expenses (if any) incurred or suffered by any NRG Entity arising out of or in connection with any breach of any representation or warranty made by GenOn in this Agreement or any covenant to be performed by GenOn pursuant to this Agreement.

Section 3.03 Adjustments to Payments.

(a) Any indemnity payment pursuant to this Agreement shall be increased to include (i) all reasonable documented accounting, legal and other professional fees and court costs

incurred by the Indemnified Party in connection with such indemnity payment and (ii) any Tax Cost resulting from the receipt of (or entitlement to) such indemnity payment, which Tax Cost would not have arisen or been allowable but for such indemnified liability. For purposes hereof, any Tax Cost actually realized by the Indemnified Party (or its Affiliates) shall be determined using a "with and without" methodology (treating any deductions or amortization attributable to such indemnified liability as the last items claimed for any taxable year, including after the utilization of any otherwise available net operating loss carryforwards). If necessary, any indemnity payment will initially be made without regard to this Section 3.03(a), and an adjusting payment will be made to reflect any applicable Tax Cost within thirty (30) days after the Indemnified Party (or its Affiliates) actually realizes such Tax Cost by way of reduction in a Refund or an increase in Taxes reported on a filed Tax Return.

(b) Any indemnity payment under this Agreement shall be decreased to take into account an amount equal to the Tax Benefit actually realized by the Indemnified Party (or its Affiliates) arising from the incurrence or payment of the relevant indemnified item, which Tax Benefit would not have arisen or been allowable but for such indemnified liability. For purposes hereof, any Tax Benefit actually realized by the Indemnified Party (or its Affiliates) shall be determined using a "with and without" methodology (treating any deductions or amortization attributable to such indemnified liability as the last items claimed for any taxable year, including after the utilization of any otherwise available net operating loss carryforwards). If necessary, any indemnity payment will initially be made without regard to this Section 3.03(b), and an adjusting payment by the Indemnifying Party will be made to reflect any applicable Tax Benefit within thirty (30) days after the Indemnified Party (or its Affiliates) actually realizes such Tax Benefit by way of a Refund or a decrease in Taxes reported on a filed Tax Return.

Section 3.04 Timing of Indemnification Payments. Except as otherwise provided in Article II, payments in respect of any liabilities for which an Indemnified Party is entitled to indemnification pursuant to this Article III shall be paid by the Indemnifying Party to the Indemnified Party within ten (10) days after receipt of written request therefor by the Indemnified Party, including reasonably satisfactory documentation setting forth the basis for, and calculation of, the amount of such indemnification payment; *provided*, that, (i) if the Indemnified Party is required to pay Taxes to a Taxing Authority pursuant to a Final Determination, the Indemnifying Party shall not be required to pay an indemnification payment in respect of such Taxes to the Indemnified Party earlier than two (2) days before the Indemnified Party is required to pay such Taxes to such Taxing Authority pursuant to such Final Determination and (ii) if the Indemnifying Party consents, pursuant to Section 4.02, to the payment by the Indemnified Party of any Taxes to a Taxing Authority prior to a Final Determination, the Indemnifying Party shall not be required to pay an indemnification payment in respect of such Taxes to the Indemnified Party earlier than two (2) days before the Indemnified Party pays such Income Taxes to such Taxing Authority.

Section 3.05 Exclusive Remedy. Anything to the contrary in this Agreement notwithstanding, NRG and GenOn hereby agree that the sole and exclusive monetary remedy of a party for any breach or inaccuracy of any representation, warranty, covenant or agreement contained in this Agreement shall be the indemnification rights set forth in this Article III.

ARTICLE IV

Tax Proceedings

Section 4.01 Notification of Tax Proceedings. Within ten (10) days after an Indemnified Party becomes aware of the commencement of a Tax Proceeding that may give rise to Taxes for which an Indemnifying Party is responsible pursuant to Article III, such Indemnified Party shall notify the Indemnifying Party in writing of such Tax Proceeding, and thereafter shall promptly forward or make available to the Indemnifying Party copies of material notices and communications relating to such Tax Proceeding. The failure of the Indemnified Party to notify the Indemnifying Party in writing of the commencement of such Tax Proceeding within such ten (10) day period or promptly forward any further notices or communications shall not relieve the Indemnifying Party of any obligation which it may have to the Indemnified Party under this Agreement except to the extent (and only to the extent) that the Indemnifying Party is actually prejudiced by such failure.

Section 4.02 Tax Proceeding Procedures.

(a) NRG. NRG shall be entitled to contest, compromise and settle any adjustment that is proposed, asserted or assessed pursuant to any Tax Proceeding with respect to any Income Tax Return relating to GenOn if the majority of the Taxes at issue in such Tax Proceeding are NRG Taxes or Taxes for which NRG is otherwise responsible; *provided*, that to the extent that such Tax Proceeding also relates to GenOn Taxes or would reasonably be expected to materially adversely affect the Tax position of any GenOn Entity for any Post-Closing Tax Period, NRG shall (i) keep GenOn informed in a timely manner of the material actions proposed to be taken by NRG with respect to such Tax Proceeding, (ii) permit GenOn at its own expense to participate in the aspects of such Tax Proceeding that relate to GenOn Taxes or the tax position of GenOn for any Post-Closing Tax Period and (iii) not settle any aspect of such Tax Proceeding that relates to GenOn Taxes or the tax position of GenOn for any Post-Closing Tax Period without the prior written consent of GenOn, which shall not be unreasonably withheld, delayed or conditioned; *provided*, *further*, that GenOn's rights and NRG's obligations set forth above shall not apply if and to the extent that GenOn elects in writing to forgo its right to indemnification in respect of GenOn Taxes that are subject of such Tax Proceeding.

(b) GenOn. GenOn shall be entitled to contest, compromise and settle any adjustment that is proposed, asserted or assessed pursuant to any Tax Proceeding with respect to any Income Tax Return relating to GenOn if the majority of the Taxes at issue in such Tax Proceeding are GenOn Taxes or Taxes for which GenOn is otherwise responsible; *provided*, that to the extent that such Tax Proceeding also relates to NRG Taxes or would reasonably be expected to materially adversely affect the Tax position of any NRG Entity for any Post-Closing Tax Period, GenOn shall (i) keep NRG informed in a timely manner of the material actions proposed to be taken by GenOn with respect to such Tax Proceeding, (ii) permit NRG at its own expense to participate in the aspects of such Tax Proceeding that relate to NRG Taxes or the tax position of NRG for any Post-Closing Tax Period and (iii) not settle any aspect of such Tax Proceeding that relates to NRG Taxes or the tax position of NRG for any Post-Closing Tax Period without the prior written consent of NRG, which shall not be unreasonably withheld, delayed or condition.

ARTICLE V

Purchase Price Allocation

Section 5.01 Purchase Price Allocation. In the event of any Taxable Transaction, GenOn shall have the sole and exclusive right to reasonably determine any associated purchase price allocation, and GenOn and NRG (and their respective Affiliates and Subsidiaries) shall be obligated to abide by such allocation in the absence of a final decision by the United States Tax Court, the United States Court of Federal Claims, or a United States District Court, with all contests to be controlled by GenOn; *provided*, that GenOn shall provide such purchase price allocation to NRG within a commercially reasonable period of time following the Effective Date and, to the extent NRG disagrees with any material aspects of such purchase price allocation, GenOn and NRG shall negotiate in good faith to resolve such disagreement; *provided*, *further*, that in the event such disagreement cannot be resolved, any dispute shall be conclusively resolved by a mutually- agreed Accounting Firm.

ARTICLE VI

Cooperation

Section 6.01 General Cooperation. The Parties shall each cooperate fully (and each shall cause its respective Subsidiaries to cooperate fully) with all reasonable requests in writing or via e-mail from another Party hereto, or, upon the request of such Party, from an agent, representative or advisor to such Party, in connection with the preparation and filing of Tax Returns, claims for Refunds, Tax Proceedings, and calculations of amounts required to be paid pursuant to this Agreement, in each case, related or attributable to or arising in connection with Taxes of any of the Parties or their respective Subsidiaries covered by this Agreement and the establishment of any reserve required in connection with any financial reporting (a "Tax Matter"). Such cooperation shall include the provision of any information reasonably necessary or helpful in connection with a Tax Matter and shall include, subject to the limitations contained in this Section 6.01, at each Party's own cost:

(i) the provision, in hard copy and electronic forms, of any Tax Returns of the Parties and their respective Subsidiaries, books, records (including information regarding ownership and Tax basis of property), documentation and other information relating to such Tax Returns, including accompanying schedules, related work papers, and documents relating to rulings or other determinations by Taxing Authorities;

(ii) the execution of any document (including any power of attorney) reasonably requested by another Party in connection with any Tax Proceedings of any of the Parties or their respective Subsidiaries, or the filing of a Tax Return or a Refund claim of the Parties or their respective Subsidiaries; and

(iii) the use of the Party's commercially reasonable efforts to obtain any documentation in connection with a Tax Matter.

Each Party shall make its employees, advisors, and facilities available, without charge, on a reasonable and mutually convenient basis in connection with the foregoing matters in a manner that does not interfere with the ordinary business operations of such Party. Notwithstanding this Section 6.01, GenOn's review of and access to NRG's consolidated Federal Income Tax Returns and any consolidated, combined or unitary Tax Return in a state, local or foreign jurisdiction shall be limited to GenOn's reasonable review, which shall be conducted by GenOn's tax advisors at a mutually agreeable time at NRG's offices where Tax Returns filings are customarily handled.

Section 6.02 Retention of Records. NRG and GenOn shall retain or cause to be retained all Tax Returns, schedules and work papers, and all material records or other documents relating thereto in their possession, including all such electronic records, and shall maintain all hardware necessary to retrieve such electronic records, in all cases until sixty (60) days after the expiration of the applicable statute of limitations (including any waivers or extensions thereof) of the taxable periods to which such Tax Returns and other documents relate or until the expiration of any additional period that any Party reasonably requests, in writing, with respect to specific material records and documents. A Party intending to destroy any material records or documents shall provide the other Party with reasonable advance notice and the opportunity to copy or take possession of such records and documents. The Parties hereto will notify each other in writing of any waivers or extensions of the applicable statute of limitations that may affect the period for which the foregoing records or other documents must be retained.

ARTICLE VII

Additional Covenants and Agreements

Section 7.01 NRG Covenant. To the fullest extent permitted by applicable law, the GenOn Entities shall be entitled to use available current-year losses and net operating losses ("NOLs") (including NOL carryforwards) of the NRG consolidated group in relation to transactions treated as taxable transactions (including, for the avoidance of doubt, any so-called "partial Bruno's" or "Bruno's" transaction) undertaken by the GenOn Entities that (i) are sales to third-party purchasers consummated on or prior to December 31, 2018 pursuant to an acquisition agreement originally executed in connection with the mergers and acquisitions process underway as of the effective date of this Agreement (an "M&A Sale Transaction"), (ii) are transactions other than M&A Sale Transactions that are so-called "partial Bruno's" or "Bruno's" transactions (or other substantially similar transactions) consummated on or prior to December 31, 2018, or (iii) (A) involve the Choctaw location, and (B) are either (1) sales to a third-party purchaser consummated on or prior to December 31, 2019, pursuant to an acquisition agreement originally executed in connection with the mergers and acquisitions process underway as of the effective date of this Agreement (a "Chocktaw M&A Transaction") or (2) transactions other than Chocktaw M&A Transactions that are so-called "partial Bruno's" or "Bruno's" transactions (or other substantially similar transactions) consummated on or prior to December 31, 2019 (the transactions described in Sections 7.01(i), (ii), and (iii), collectively, the "Permitted Dispositions"); *provided*, that for the avoidance of doubt, any current-year losses or NOLs (including NOL carryforwards) of the GenOn Entities may be utilized by the GenOn Entities in connection with any such transaction regardless of whether such transaction is a Permitted Disposition to the extent provided for in the Code without the payment of any compensation pursuant to Section 7.02(b).

Section 7.02 GenOn Covenants.

(a) The GenOn Entities shall not take any action that would prevent or impede NRG from claiming, to the fullest extent permitted by applicable law, a Worthless Stock Deduction for the tax year in which the Effective Date occurs.

(b) If the GenOn Entities make use of any current year losses or NOLs (including NOL carryforwards) of the NRG consolidated group in relation to any transactions treated as taxable transactions (including, for the avoidance of doubt, any so-called "partial Bruno's" transaction) undertaken by the GenOn Entities other than a Permitted Disposition, then, GenOn shall compensate NRG for such use in an amount equal to the estimated Taxes saved from such use (computed using a "with and without" methodology); *provided*, that, for the avoidance of doubt, GenOn shall have no obligation to compensate NRG for the use of any current-year losses or NOLs (including NOL carryforwards) of the GenOn Entities for any tax period. For this purpose, the determination of Tax savings under a "with and without" methodology (i) shall be determined by adjusting the Tax calculation only by eliminating the deduction of the current year losses and NOLs (including NOL carryforwards) of all NRG Entities (but not the GenOn Entities) utilized by the GenOn Entities (excluding any current year losses and NOLs (including NOL carryforwards) used by the GenOn Entities in respect of a Permitted Disposition) and (ii) shall not take into account any additional Tax Attributes that would become available for use as a result of the elimination in clause (i) of this sentence. Any dispute regarding the amount of any payment pursuant to this paragraph shall be subject to Section 8.02.

(c) The amount of compensation due to NRG in respect of any transaction subject to Section 7.02(b) shall be estimated by the Parties within fifteen (15) days after the signing of a contract in respect of such transaction, with such amount placed into escrow on the relevant closing date for such transaction. The escrow proceeds shall be released to NRG upon the filing of the Tax Returns on which the Income Tax consequences of such transaction is reported. If the amount of compensation due to NRG based upon such Tax Returns is greater than the amount of escrow proceeds, GenOn shall pay to NRG such difference. If the amount of compensation due to NRG based on such Tax Returns as filed is less than the amount of escrow proceeds, GenOn shall be entitled to the excess escrow proceeds.

ARTICLE VIII

Miscellaneous

Section 8.01 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to such state's choice of law provisions which would require the application of the law of any other jurisdiction. The Bankruptcy Court shall have non-exclusive jurisdiction of all matters arising out of or in connection with this Agreement to the extent provided by 28 U.S.C. § 1334.

Section 8.02 Dispute Resolution. In the event of any dispute between the Parties as to any matter covered by Section 2.02, Section 2.05, Section 2.08, Section 3.03 or Section 7.02(b), the Parties shall appoint a nationally recognized independent public accounting firm (an "Accounting Firm") to resolve such dispute. In this regard, the Accounting Firm shall make determinations with respect to the disputed items based solely on representations made by NRG and GenOn and their respective representatives, and not by independent review, and shall function

only as an expert and not as an arbitrator and shall be required to make a determination in favor of one Party only. The Parties shall require the Accounting Firm to resolve all disputes no later than thirty (30) days after the submission of such dispute to the Accounting Firm and agree that all decisions by the Accounting Firm with respect thereto shall be final and conclusive and binding on the Parties. The Accounting Firm shall resolve all disputes in a manner consistent with this Agreement. The Parties shall require the Accounting Firm to render all determinations in writing and to set forth, in reasonable detail, the basis for such determination. The fees and expenses of the Accounting Firm shall be borne equally by NRG and GenOn.

Section 8.03 Tax Sharing Agreements. All Tax sharing, indemnification and similar agreements, written or unwritten, as between an NRG Entity, on the one hand, and a GenOn Entity, on the other (other than this Agreement, any other Agreement contemplated by the Plan, and any other agreement for which Taxes is not the principal subject matter), shall be or shall have been terminated no later than the Effective Date and, after the Effective Date, no NRG Entity or GenOn Entity shall have any further rights or obligations under any such Tax sharing, indemnification or similar agreement; *provided, that*, nothing in this Section 7.03 shall be read to imply that any such Tax sharing, indemnification, or similar agreement does or does not exist.

Section 8.04 Interest on Late Payments. With respect to any payment between the Parties pursuant to this Agreement not made by the Due Date set forth in this Agreement for such payment, the outstanding amount will accrue interest at a rate per annum equal to the rate in effect for underpayments under Section 6621 of the Code from such Due Date to and including the payment date.

Section 8.05 Survival of Representations and Covenants. Except as otherwise contemplated by this Agreement, the representations, covenants and agreements contained herein to be performed following the Restructuring Transactions shall survive the Effective Date in accordance with their respective terms.

Section 8.06 Severability. If any provision of this Agreement or the application of any such provision to any Person or circumstance shall be declared judicially to be invalid, unenforceable or void, such decision shall not have the effect of invalidating or voiding the remainder of this Agreement, it being the intent and agreement of the Parties that this Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable to the maximum extent permitted while preserving its intent or, if such modification is not possible, by substituting therefor another provision that is valid, legal and enforceable and that achieves the original intent of the Parties.

Section 8.07 Entire Agreement. This Agreement, the Exhibits hereto, the Ancillary Agreements and other documents referred to herein shall constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all other prior negotiations, agreements and understandings, whether written or oral, among the Parties with respect to the subject matter of this Agreement. Except as otherwise expressly provided herein, in the case of any conflict between the terms of this Agreement and the terms of any other Ancillary Agreement, the terms of this Agreement shall control.

Section 8.08 Assignment. Neither this Agreement nor any of the rights, benefits or obligations hereunder may be assigned by any Party (whether by operation of law or otherwise) without the prior written consent of the other Party, and any purported assignment without such consent shall be

null and void. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns.

Section 8.09 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person (other than the Parties and their respective successors and permitted assigns) any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement, and, except as provided in Article III relating to certain indemnitees, no Person shall be deemed a third party beneficiary under or by reason of this Agreement.

Section 8.10 Affiliates. Each of NRG and GenOn shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth herein to be performed by their respective Affiliates.

Section 8.11 Specific Performance. In the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the Party who is, or is to be, thereby aggrieved will have the right to specific performance and injunctive or other equitable relief in respect of its rights under this Agreement, in addition to any and all other rights and remedies at law or in equity. The Parties agree that the remedies at law for any breach or threatened breach, including monetary damages, are inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived. Any requirements for the securing or posting of any bond with such remedy are waived by each of the Parties to this Agreement.

Section 8.12 Amendments; Waivers. No amendment, modification, waiver or other supplement of the terms of this Agreement shall be valid unless such amendment, modification, waiver or other supplement is in writing and has been signed by each of the Parties. No failure or delay by any Party in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right hereunder. Any agreement on the part of any Party to any such waiver shall be valid only if set forth in an instrument in writing signed on behalf of such Party.

Section 8.13 Interpretation. The Parties have participated jointly in the negotiation and drafting of this Agreement, and in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.

Section 8.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which, when so executed, shall constitute the same instrument and the counterparts may be delivered by facsimile transmission or by electronic mail in portable document format (.pdf).

Section 8.15 Confidentiality. Each of the Parties hereto shall hold and cause its directors, officers, employees, advisors and consultants to hold in strict confidence, unless compelled to disclose by judicial or administrative process or, in the opinion of its counsel, by other requirements of law, all information (other than any such information relating solely to the business or affairs of such party) concerning the other Party hereto furnished it by such other Party or its representatives pursuant to this Agreement (except to the extent that such information can be shown to have been (1) in the public domain through no fault of such Party or (2) later lawfully acquired from other sources not under a duty of confidentiality by the party to which it was furnished), and no Party shall release or disclose such information to any other Person, except its directors, officers, employees, auditors, attorneys, financial advisors, bankers or other consultants who shall be advised of and agree to be bound by the provisions of this Section 8.15. Each of the Parties hereto shall be deemed to have satisfied its obligation to hold confidential information concerning or supplied by the other Party if it exercises the same care as it takes to preserve confidentiality for its own similar information. Except as required by law or with the prior written consent of the other Party, all Tax Returns, documents, schedules, work papers and similar items and all information contained therein, and any other information that is obtained by a Party or any of its Affiliates pursuant to this Agreement, shall be kept confidential by such Party and its Affiliates and representatives, shall not be disclosed to any other Person and shall be used only for the purposes provided herein. If a Party or any of its Affiliates is required by law to disclose any such information, such Party shall give written notice to the other Party prior to making such disclosure.

Section 8.16 Waiver of Jury Trial. AS A SPECIFICALLY BARGAINED INDUCEMENT FOR EACH OF THE PARTIES TO ENTER INTO THIS AGREEMENT (WITH EACH PARTY HAVING HAD OPPORTUNITY TO CONSULT COUNSEL), EACH OF THE PARTIES EXPRESSLY AND IRREVOCABLY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER THIS AGREEMENT OR ANY ACTION OR PROCEEDING ARISING OUT OF THE TRANSACTIONS CONTEMPLATED HEREBY OR ANY OTHER TRANSACTION AGREEMENT, REGARDLESS OF WHICH PARTY INITIATES SUCH ACTION OR PROCEEDING, AND ANY ACTION OR PROCEEDING UNDER THIS AGREEMENT OR ANY ACTION OR PROCEEDING ARISING OUT OF THE TRANSACTIONS CONTEMPLATED HEREBY OR ANY OTHER TRANSACTION AGREEMENT SHALL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

Section 8.17 Jurisdiction; Service of Process. Any Action with respect to this Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder brought by the other Party or Parties or their successors or assigns, in each case, shall be brought and determined exclusively in the courts of the State of New York sitting in the borough of Manhattan and the United States District Court having jurisdiction over New York County, New York. Each Party hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any action with respect to this Agreement (i) any claim that it is not personally subject to the jurisdiction of the above named courts for any reason other than the failure to serve in accordance with this Section 8.17, (ii) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution

of judgment, execution of judgment or otherwise) and (iii) to the fullest extent permitted by applicable law, any claim that (A) the action in such court is brought in an inconvenient forum, (B) the venue of such action is improper or (C) this Agreement, or the subject matter hereof, may not be enforced in or by such courts. Each of the Parties further agrees that no Party to this Agreement shall be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section 8.17 and each Party waives any objection to the imposition of such relief or any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument. The Parties hereby agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 8.18, or in such other manner as may be permitted

by law, shall be valid and sufficient service thereof and hereby waive any objections to service accomplished in the manner herein provided. NOTWITHSTANDING THIS SECTION 8.17, ANY DISPUTE REGARDING SECTION 2.02, SECTION 2.05 OR SECTION 3.03 SHALL BE RESOLVED IN ACCORDANCE WITH SECTION 8.02; PROVIDED, THAT THE TERMS OF SECTION 8.02 MAY BE ENFORCED BY EITHER PARTY IN ACCORDANCE WITH THE TERMS OF THIS SECTION 8.17.

Section 8.18 Notices. All notices, requests, documents delivered, and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally, by facsimile transmission, mailed (first class postage prepaid) or by electronic mail ("e-mail") to the Parties at the following addresses, facsimile numbers, or e-mail addresses: [Notice Provisions to be finalized upon Effective Date amendment.](3)

Any Party to this Agreement may notify any other Party of any changes to the address or any of the other details specified in this paragraph; *provided*, that such notification shall only be effective on the date specified in such notice or five (5) Business Days after the notice is given, whichever is later. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver. Any notice to NRG will be deemed notice to all the NRG Entities, and any notice to GenOn will be deemed notice to all the GenOn Entities.

Section 8.19 Headings. The headings and captions of the Articles and Sections used in this Agreement and the table of contents to this Agreement are for reference and convenience purposes of the Parties only, and will be given no substantive or interpretive effect whatsoever.

Section 8.20 Effectiveness. This Agreement shall become effective upon the entry of the Confirmation Order and, if the Original Plan does not become effective, this Agreement shall remain effective with respect to any subsequent Plan.

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(3) Prior to the Effective Date, notice to GenOn shall be provided to Anthony Sexton at Kirkland & Ellis, with a copy to Kathleen Ferrell at DPW.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

NRG Energy, Inc., by and through Gaetan Frotte, its Senior Vice President and Treasurer

/s/ Gaetan Frotte

GenOn Energy, Inc., by and through Mark A. McFarland, its Chief Executive Officer

/s/ Mark A. McFarland

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

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

ORDER CONFIRMING THE THIRD AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF GENON ENERGY, INC. AND ITS DEBTOR AFFILIATES

The above-captioned debtors and debtors in possession (collectively, the "Debtors"), having:(2)

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

(2) Capitalized terms used but not otherwise defined in these amended findings of fact, conclusions of law, and order (collectively, the "Confirmation Order") have the meanings given to them in the *Third Amended Joint Chapter 11 Plan of Reorganization of GenOn Energy, Inc. and Its Debtor Affiliates*, attached hereto as **Exhibit A** (as may be amended, supplemented, or otherwise modified from time to time, and including all exhibits and supplements thereto, the "Plan"). The rules of interpretation set forth in Article I.B of the Plan apply to this Confirmation Order.

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a. commenced, on June 14, 2017 (the "Petition Date"), these chapter 11 cases (these "Chapter 11 Cases") by filing voluntary petitions in the United States Bankruptcy Court for the Southern District of Texas (the "Court") for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code");

b. continued to operate their businesses and manage their properties as debtors in possession in accordance with sections 1107(a) and 1108 of the Bankruptcy Code;

c. filed, (i) on June 29, 2017, (1) the *Joint Chapter 11 Plan of Reorganization of GenOn Energy, Inc. and Its Debtor Affiliates* [Docket No. 141] and (2) the *Disclosure Statement for the Joint Chapter 11 Plan of Reorganization of GenOn Energy, Inc. and Its Debtor Affiliates* [Docket No. 142], and (ii) on June 29, 2017, the *Debtors' Motion for Entry of an Order (I) Approving the Adequacy of the Disclosure Statement; (II) Approving the Solicitation and Notice Procedures with Respect to Confirmation of the Debtors' Proposed Joint Plan of Reorganization, (III) Approving the Forms of Ballots and Notices in Connection Therewith, (IV) Scheduling Certain Dates with Respect Thereto, and (V) Granting Related Relief* [Docket No. 143];

d. filed, on September 18, 2017, (i) the *Amended Joint Chapter 11 Plan of Reorganization of GenOn Energy, Inc. and Its Debtor Affiliates* [Docket No. 782] and (ii) the *Disclosure Statement for the Amended Joint Chapter 11 Plan of Reorganization of GenOn Energy, Inc. and Its Debtor Affiliates* [Docket No. 784];

e. filed, on October 2, 2017, (i) the *Second Amended Joint Chapter 11 Plan of Reorganization of GenOn Energy, Inc. and Its Debtor Affiliates* [Docket No. 832] and (ii) the *Disclosure Statement for the Second Amended Joint Chapter 11 Plan of Reorganization of GenOn Energy, Inc. and Its Debtor Affiliates* [Docket No. 835];

f. obtained, on October 5, 2017, entry of the *Order (I) Approving the Adequacy of the Disclosure Statement, (II) Approving the Solicitation and Notice Procedures with Respect to Confirmation of the Debtors' Proposed Joint Plan of Reorganization, (III) Approving the Forms of Ballots and Notices in Connection Therewith, (IV) Scheduling Certain Dates with Respect Thereto, and (V) Granting Related Relief* [Docket No. 860]

(the "Disclosure Statement Order") approving of the Disclosure Statement, solicitation procedures (the "Solicitation Procedures"), and related notices, forms, and ballots (collectively, the "Solicitation Packages");

g. caused the Solicitation Packages and notices of non-voting status to holders of unimpaired claims conclusively presumed to accept the plan (the "Notice to Unimpaired Claim Holders") and of the Confirmation Hearing and the deadline for objecting to confirmation of the Plan and opting out of the third-party release to be distributed beginning on or about October 6, 2017 (the "Solicitation Date"),

in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), the Disclosure Statement Order, and the Solicitation Procedures, as evidenced by, among other things, the *Affidavit of Service of Solicitation Materials* [Docket No. 981] (the "Solicitation Affidavit");

h. caused notice of the Confirmation Hearing (the "Confirmation Hearing Notice") to be published on October 9, 2017, or as soon as reasonably practicable thereafter, in *The Wall Street Journal*, *USA Today* (national edition), the *Houston Chronicle*, the *East County Times*, the *Desert Dispatch*, the *Inland Valley Daily Bulletin*, the *Tri County Sentinel*, the *Santa Barbara News Press*, the *Osceola News Gazette Weekly*, the *Sandwich Enterprise*, the *Choctaw Plain Dealer*, the *Rockland Journal News*, the *Avon Lake Press*, the *Warren Tribune Chronicle*, the *Pittsburgh Post-Gazette*, and the *Gettysburg Times*, as evidenced by the *Affidavits of Publication of Confirmation Hearing Notice* [Docket Nos. 1008—1023] (collectively, the "Publication Affidavits");

i. filed on October 31, 2017, the *Plan Supplement for the Second Amended Joint Chapter 11 Plan of Reorganization of GenOn Energy, Inc. and Its Debtor Affiliates* [Docket No. 1047] and amendments to exhibits to the Plan Supplement filed thereafter [Docket Nos. 1068, 1212, 1216, 1220] (as may be subsequently modified, supplemented, or otherwise amended from time to time, the "Plan Supplement");

j. filed on November 3, 2017, the *Motion for Entry of an Order (I) Approving a Global Settlement and (II) Granting Related Relief* [Docket No. 1069] (the "GAG 9019 Motion");

k. filed on November 9, 2017, the *Declaration of Jane Sullivan on Behalf of Epiq Bankruptcy Solutions, LLC, Regarding Voting and Tabulation of Ballots Cast on the Second Amended Joint Chapter 11 Plan of Reorganization of GenOn Energy, Inc. and its Debtor Affiliates* [Docket No. 1136] (the "Voting Report");

l. filed, on December 10, 2017, the *Third Amended Joint Chapter 11 Plan of Reorganization of GenOn Energy, Inc. and Its Debtor Affiliates* [Docket No. 1215]; and

m. filed on December 10, 2017, the *Debtors' Memorandum of Law in Support of Confirmation of Debtors' Third Amended Joint Plan of Reorganization* [Docket No. 1217] (the "Confirmation Brief").

This Court having:

a. entered the Disclosure Statement Order on October 5, 2017;

b. set November 6, 2017, at 4:00 p.m. (prevailing Central Time) as the deadline for voting on the Plan and deadline for filing objections in opposition to the Plan;

c. set December 12, 2017, at 9:00 a.m. (prevailing Central Time) as the date and time for the commencement of the Confirmation Hearing in accordance with Bankruptcy Rules 3017 and 3018 and sections 1126, 1128, and 1129 of the Bankruptcy Code;

d. reviewed the Plan, the Disclosure Statement, the Confirmation Brief, the Voting Report, and all pleadings, exhibits, statements, responses, and comments regarding Confirmation, including all objections, statements, and reservations of rights filed by parties in interest on the docket of these Chapter 11 Cases;

e. held the Confirmation Hearing;

f. heard the statements and arguments made by counsel in respect of Confirmation;

g. considered all oral representations, live testimony, written direct testimony, designated deposition testimony, exhibits, documents, filings, and other evidence presented at the Confirmation Hearing;

h. entered rulings on the record at the Confirmation Hearing held on December 12, 2017 (the "Confirmation Ruling");

i. entered an order approving the GAG 9019 Motion (the "GAG 9019 Order");

j. overruled any and all objections to the Plan and to Confirmation, except as otherwise stated or indicated on the record, and all statements and reservations of rights not consensually resolved or withdrawn unless otherwise indicated; and

k. taken judicial notice of all papers and pleadings filed in these Chapter 11 Cases.

NOW, THEREFORE, after due deliberation thereon and good cause appearing therefor, the Court hereby makes and issues the following findings of fact, conclusions of law, and order:

I. FINDINGS OF FACT AND CONCLUSIONS OF LAW

IT IS HEREBY DETERMINED, FOUND, ADJUDGED, DECREED, AND ORDERED THAT:

A. Jurisdiction and Venue.

1. Venue in this Court was proper as of the Petition Date and continues to be proper under 28 U.S.C. §§ 1408 and 1409. Confirmation of the Plan is a core proceeding under 28 U.S.C. § 157(b)(2). The Court has subject matter jurisdiction over this matter under 28 U.S.C. § 1334. The Court has exclusive jurisdiction to determine whether the Plan complies with the

applicable provisions of the Bankruptcy Code and should be confirmed and to enter a final order with respect thereto.

B. Eligibility for Relief.

2. The Debtors were and continue to be entities eligible for relief under section 109 of the Bankruptcy Code.

C. Commencement and Joint Administration of these Chapter 11 Cases.

3. On the Petition Date, the Debtors commenced these Chapter 11 Cases. On June 14, 2017, the Court entered an order [Docket No. 4] authorizing the joint administration of these Chapter 11 Cases in accordance with Bankruptcy Rule 1015(b). The Debtors have operated their businesses and managed their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these Chapter 11 Cases.

D. Plan Supplement.

4. On October 31, 2017 [Docket No. 1047], the Debtors filed the Plan Supplement with the Court, as amended and supplemented on November 3, 2017 [Docket No. 1068], December 9, 2017 [Docket No. 1212] and December 10, 2017 [Docket Nos. 1216, 1220]. The Plan Supplement complies with the terms of the Plan, and the Debtors provided good and proper notice of the filing in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Disclosure Statement Order, and the facts and circumstances of these Chapter 11 Cases. No other or further notice is or will be required with respect to the Plan Supplement.

E. Modifications to the Plan.

5. Pursuant to section 1127 of the Bankruptcy Code, the modifications to the Plan described or set forth in this Confirmation Order constitute technical changes, changes with respect to particular Claims by agreement with Holders of such Claims, or modifications that do

not otherwise materially and adversely affect or change the treatment of any other Claim or Interest. These modifications are consistent with the disclosures previously made pursuant to the Disclosure Statement and solicitation materials served pursuant to the Disclosure Statement Order, and notice of these modifications was adequate and appropriate under the facts and circumstances of these Chapter 11 Cases.

6. In accordance with Bankruptcy Rule 3019, these modifications do not require additional disclosure under section 1125 of the Bankruptcy Code or the resolicitation of votes under section 1126 of the Bankruptcy Code, and they do not require that Holders of Claims and Interests be afforded an opportunity to change previously cast acceptances or rejections of the Plan. Accordingly, the Plan, as modified, is properly before this Court and all votes cast with respect to the Plan prior to such modification shall be binding and shall apply with respect to the Plan.

F. Objections Overruled.

7. Any resolution or disposition of objections to Confirmation explained or otherwise ruled upon by the Court on the record at the Confirmation Hearing is hereby incorporated by reference. All unresolved objections, statements, and reservations of rights are hereby overruled on the merits.

G. Disclosure Statement Order.

8. On October 5, 2017, the Court entered the Disclosure Statement Order [Docket No. 860], which, among other things, fixed November 6, 2017, at 4:00 p.m. (prevailing Central Time), as the deadline for voting to accept or reject the Plan, as well as the deadline for objecting to the Plan (the "Voting and Plan Objection Deadline").

H. Transmittal and Mailing of Materials; Notice.

9. As evidenced by the Solicitation Affidavit, the Publication Affidavits, and the Voting Report, the Debtors provided due, adequate, and sufficient notice of the Plan, the Disclosure Statement, the Disclosure Statement Order, the Solicitation Packages, the Confirmation Hearing Notice, the Plan Supplement, and all the other materials distributed by the Debtors in connection with the Confirmation of the Plan in compliance with the Bankruptcy Rules, including Bankruptcy Rules 2002(b), 3017, 3019, and 3020(b), the Bankruptcy Local Rules of the United States Bankruptcy Court for the Southern District of

Texas (the "Bankruptcy Local Rules"), and the procedures set forth in the Disclosure Statement Order. The Debtors provided due, adequate, and sufficient notice of the Voting and Plan Objection Deadline, the Confirmation Hearing (as may be continued from time to time), and any applicable bar dates and hearings described in the Disclosure Statement Order in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and the Disclosure Statement Order. No other or further notice is or shall be required.

I. Solicitation.

10. The Debtors solicited votes for acceptance and rejection of the Plan in good faith, and such solicitation complied with sections 1125 and 1126, and all other applicable sections, of the Bankruptcy Code, Bankruptcy Rules 3017, 3018, and 3019, the Disclosure Statement Order, the Bankruptcy Local Rules, and all other applicable rules, laws, and regulations. The Solicitation Packages provided the opportunity for voting creditors to opt in or opt out of the releases. Non-voting creditors had notice and opportunity to opt out of the releases by notifying the Debtors or otherwise filing a response to the Plan.

J. Voting Report.

11. Before the Confirmation Hearing, the Debtors filed the Voting Report. The Voting Report was admitted into evidence during the Confirmation Hearing without objection. The procedures used to tabulate ballots were fair and conducted in accordance with the Disclosure Statement Order, the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and all other applicable rules, laws, and regulations.

12. As set forth in the Plan and the Disclosure Statement, Holders of Claims in Classes 4 and 5 (collectively, the "Voting Classes") were eligible to vote to accept or reject the Plan in accordance with the Solicitation Procedures. Under the Plan, Holders of Claims and Interests in Classes 1, 2, 3, and 6 (collectively, the "Deemed Accepting Classes") are Unimpaired and conclusively presumed to accept the Plan and, therefore, did not vote to accept or reject the Plan. Under the Plan, Holders of Claims or Interests in Classes 8 and 9 (collectively, the "Deemed Rejecting Classes") are Impaired under the Plan, are entitled to no recovery under the Plan, and are therefore deemed to have rejected the Plan. Holders of Intercompany Claims and Interests in Class 7 are Unimpaired and conclusively presumed to have accepted the Plan (to the extent reinstated) or are Impaired and deemed to reject the Plan (to the extent cancelled and released), and, in either event, are not entitled to vote to accept or reject the Plan.

13. As evidenced by the Voting Report, each Voting Class voted to accept the Plan.

K. Bankruptcy Rule 3016.

14. The Plan and all modifications thereto are dated and identify the Entities submitting them, thereby satisfying Bankruptcy Rule 3016(a). The Debtors appropriately filed the Disclosure Statement and Plan with the Court, thereby satisfying Bankruptcy Rule 3016(b). The injunction, release, and exculpation provisions in the Disclosure Statement and Plan

describe, in bold font and with specific and conspicuous language, all acts to be enjoined and identify the entities that will be subject to the injunction, thereby satisfying Bankruptcy Rule 3016(c).

L. Burden of Proof.

15. The Debtors, as proponents of the Plan, have met their burden of proving the elements of sections 1129(a) and 1129(b) of the Bankruptcy Code by a preponderance of the evidence, the applicable evidentiary standard for Confirmation. Further, the Debtors have proven the elements of sections 1129(a) and 1129(b) by clear and convincing evidence. Each witness who testified on behalf of the Debtors in connection with the Confirmation Hearing was credible, reliable, and qualified to testify as to the topics addressed in his or her testimony.

M. Compliance with the Requirements of Section 1129 of the Bankruptcy Code.

16. The Plan complies with all applicable provisions of section 1129 of the Bankruptcy Code as follows:

a. Section 1129(a)(1)—Compliance of the Plan with Applicable Provisions of the Bankruptcy Code.

17. The Plan complies with all applicable provisions of the Bankruptcy Code, including sections 1122 and 1123, as required by section 1129(a)(1) of the Bankruptcy Code.

i. Sections 1122 and 1123(a)(1)—Proper Classification.

18. The classification of Claims and Interests under the Plan is proper under the Bankruptcy Code. In accordance with sections 1122(a) and 1123(a)(1) of the Bankruptcy Code, Article III of the Plan provides for the separate classification of Claims and Interests into nine different Classes, based on differences in the legal nature or priority of such Claims and Interests (other than Administrative Claims, Professional Fee Claims, LC Facility Claims, and Priority Tax Claims, which are addressed in Article II of the Plan and are required not to be

designated as separate Classes by section 1123(a)(1) of the Bankruptcy Code). Valid business, factual, and legal reasons exist for the separate classification of the various Classes of Claims and Interests created under the Plan, the classifications were not implemented for any improper purpose, and the creation of such Classes does not unfairly discriminate between or among Holders of Claims and Interests.

19. In accordance with section 1122(a) of the Bankruptcy Code, each Class of Claims or Interests contains only Claims or Interests substantially similar to the other Claims or Interests within that Class. Accordingly, the Plan satisfies the requirements of sections 1122(a), 1122(b), and 1123(a)(1) of the Bankruptcy Code.

ii. Sections 1123(a)(2)—Specification of Unimpaired Classes.

20. Article III of the Plan specifies that Claims in the Deemed Accepting Classes are Unimpaired under the Plan. In addition, Article II of the Plan specifies that Administrative Claims and Priority Tax Claims are Unimpaired, although the Plan does not classify these Claims. Accordingly, the Plan satisfies the requirements of section 1123(a)(2) of the Bankruptcy Code.

iii. Sections 1123(a)(3)—Specification of Treatment of Impaired Classes.

21. Article III of the Plan specifies the treatment of each Impaired Class under the Plan. Accordingly, the Plan satisfies the requirements of section 1123(a)(3) of the Bankruptcy Code.

iv. Sections 1123(a)(4)—No Discrimination.

22. Article III of the Plan provides the same treatment to each Claim or Interest in any particular Class, as the case may be, unless the Holder of a particular Claim or Interest has agreed to a less favorable treatment with respect to such Claim or Interest. Accordingly, the Plan satisfies the requirements of section 1123(a)(4) of the Bankruptcy Code.

v. Section 1123(a)(5)—Adequate Means for Plan Implementation.

23. The Plan and the various documents included in the Plan Supplement provide adequate and proper means for the Plan's execution and implementation, including: (a) the restructuring of the Debtors' balance sheet and other financial transactions provided for by the Plan; (b) the Third-Party Sale Transactions (if any) and Liquidating Trust (if any); (c) the New Organizational Documents; (d) the NRG Settlement Agreement; (e) the consummation of the transactions contemplated by the Restructuring Support Agreement, including the Transition Services Agreement, the Pension Indemnity Agreement, the Employee Matters Agreement, the Tax Matters Agreement, New Exit Credit Facility Documents, the New Senior Secured Notes Documents, and the New Subordinated Notes Documents; (f) the cancellation of certain existing agreements, obligations, instruments, and Interests; (g) the continuance of certain agreements, obligations, instruments, and Interests, as provided in Article III of the Plan; (h) the GenMA Settlement; (i) the vesting of the assets of the Estates in the Reorganized Debtors or purchaser pursuant to a Third-Party Sale Transaction; and (j) the execution, delivery, filing, or recording of all contracts, instruments, releases, and other agreements or documents in furtherance of the Plan. Accordingly, the Plan satisfies the requirements of section 1123(a)(5) of the Bankruptcy Code.

vi. Section 1123(a)(6)—Non-Voting Equity Securities.

24. The New Organizational Documents prohibit the issuance of non-voting securities. Accordingly, the Plan satisfies the requirements of section 1123(a)(6) of the Bankruptcy Code.

vii. Section 1123(a)(7)—Directors, Officers, and Trustees.

25. The Plan and Plan Supplement disclose the process by which individuals who will serve as a director on the Reorganized GenOn Board will be chosen. On the Effective Date, the

Reorganized GenOn Board will consist of individuals selected solely by the GenOn Steering Committee in accordance with the New Organizational Documents. After the Confirmation Date and before the Effective Date, the Debtors' directors, including their current independent directors and corresponding independent governance committee, will continue to serve on the Debtors' Board of Directors. After the Effective Date, no directors or officers of the Reorganized Debtors shall be affiliated with NRG. This manner of selection is consistent with the interests of creditors and equity holders and public policy. Accordingly, the Plan satisfies the requirements of section 1123(a)(7) of the Bankruptcy Code.

b. Section 1123(b)—Discretionary Contents of the Plan.

26. The Plan contains various provisions that may be construed as discretionary but not necessary for Confirmation under the Bankruptcy Code. Any such discretionary provision complies with section 1123(b) of the Bankruptcy Code and is not inconsistent with the applicable provisions of the Bankruptcy Code. Thus, the Plan satisfies section 1123(b).

i. Impairment or Unimpairment of Any Class of Claims or Interests.

27. Pursuant to the Plan, Article III of the Plan impairs or leaves unimpaired, as the case may be, each Class of Claims and Interests, as contemplated by section 1123(b)(1) of the Bankruptcy Code.

ii. Assumption and Rejection of Executory Contracts and Unexpired Leases.

28. Article V of the Plan provides for the assumption of the Debtors' Executory Contracts and Unexpired Leases as of the Effective Date unless such Executory Contract or Unexpired Lease: (a) was previously assumed or rejected; (b) is identified on the Schedule of Rejected Executory Contracts and Unexpired Leases; (c) is the subject of a motion to reject an Executory Contract or Unexpired Lease that is pending on the Confirmation Date; (d) is subject

to a motion to reject an Executory Contract or Unexpired Lease pursuant to which the requested effective date of such rejection is after the Effective Date; or (e) is assumed and assigned to a Purchaser pursuant to any Third-Party Sale Transaction Documents.

iii. Compromise and Settlement.

29. In accordance with section 1123(b)(3)(A) of the Bankruptcy Code and Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided under the Plan and with the support of the Consenting Parties, the provisions of the Plan constitute a good-faith compromise of all Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that all Holders of Claims or Interests may have with respect to any Allowed Claim or Interest or any distribution to be made on account of such Allowed Claim or Interest. Such compromise and settlement is fair, equitable, and reasonable and in the best interests of the Debtors and their Estates.

30. The Plan incorporates an integrated compromise and settlement (the "Settlement") of numerous claims, issues and disputes designed to achieve a beneficial and efficient resolution of these Chapter 11 Cases for all parties in interest. Accordingly, in consideration for the distributions and other benefits provided under the Plan, including the release, exculpation, and injunction provisions, the Plan shall constitute a good-faith compromise and settlement of all claims and controversies resolved pursuant to the Plan, including issues and disputes related to Avoidance Action claims, and certain Claims and Causes of Action related to, arising from, or asserted in the Services Agreement, the Noteholder Litigation, the Prepetition Asset Sale Transactions, the Development Projects, breaches of fiduciary duty, fraudulent transfers, insider preferences, alter ego claims and theories, and the NRG Litigation Claims. Each component of the compromise and settlement, including the releases in Article IX of the Plan, the treatment of Claims (including the treatment of GenOn Notes Claims in Class 4 and

GAG Notes Claims in Class 5) under the Plan, the NRG Settlement Payment and Services Credit, the NRG Settlement Agreement, the Tax Matters Agreement, the Pension Indemnity Agreement, the Employee Matters Agreement, the Transition Services Agreement, the Cooperation Agreement, the GenMA Settlement, and the payment of the Restructuring Expenses, is an integral part of the Settlement.

31. Based on the record at the Confirmation Hearing and these Chapter 11 Cases, this Confirmation Order constitutes the Bankruptcy Court's approval of the Settlement incorporated in the Plan, because, among other things: (i) the Settlement reflects a reasonable balance between the possible success of litigation with respect to each of the settled claims and disputes, on the one hand, and the benefits of fully and finally resolving such claims and disputes and allowing the Debtors to expeditiously exit chapter 11, on the other hand; (ii) absent the Settlement, there is a likelihood of complex and protracted litigation involving, among other things, the settled claims and disputes, with the attendant expense, inconvenience and delay that has a possibility to derail the Debtors' reorganization efforts; (iii) each of the parties supporting the Settlement, including the Debtors, NRG, and the Consenting Noteholders, are represented by knowledgeable, competent, and experienced counsel; (iv) the Settlement is the product of arm's-length bargaining and good faith negotiations between sophisticated parties; (v) the Settlement is fair, equitable, and reasonable and in the best interests of the Debtors, Reorganized Debtors, their respective Estates and property, creditors, and other parties in interest; (vi) the Settlement will maximize the value of the Estates by preserving and protecting the ability of the Reorganized Debtors to continue operating outside of bankruptcy protection and in the ordinary course of business; and (vii) the Settlement is essential to the successful implementation of the Plan.

32. The releases of the Debtors' directors and officers as set forth in and subject to the terms of the Plan are an integral component of the Settlement. The Debtors' directors and officers: (a) made a substantial and valuable contribution to the Debtors' restructuring and the estates; (b) invested significant time and effort to make the restructuring a success and preserve the value of the Debtors' estates in a challenging environment; (c) attended numerous board meetings related to the restructuring and formed a restructuring committee, which met frequently and directed the restructuring negotiations that led to the Restructuring Support Agreement and the Plan; and (d) are entitled to indemnification from the Debtors under state law, organizational documents, and certain agreements. Litigation by the Debtors against the Debtors' directors and officers would be a distraction to the Debtors' business and restructuring and would decrease rather than increase the value of the estates. The releases of the Debtors' directors and officers contained in the Plan have the consent of the Debtors and the Releasing Parties and are in the best interests of the estates.

iv. GenMA Settlement.

33. In accordance with section 1123(b)(3)(A) of the Bankruptcy Code and Bankruptcy Rule 9019, the provisions of the GenMA Settlement by and between the GenMA Settlement Parties constitute a good-faith compromise of any and all claims, including those by, through, or under GenMA against GenOn. Such compromise and settlement is fair, equitable, and reasonable and in the best interests of the Debtors and their Estates.

34. Based upon the record at the Confirmation Hearing and these Chapter 11 Cases, this Confirmation Order constitutes the Bankruptcy Court's approval of the GenMA Settlement, because, among other things: (i) the GenMA Settlement reflects a reasonable balance between the possible success of litigation with respect to each of the settled claims and disputes, on the one hand, and the benefits of fully and finally resolving such claims and disputes and allowing

the Debtors to expeditiously exit chapter 11, on the other hand; (ii) absent the GenMA Settlement, there is a likelihood of complex and protracted litigation involving, among other things, the settled claims and disputes, with the attendant expense, inconvenience and delay that has a possibility to derail the Debtors' reorganization efforts; (iii) each of the parties supporting the GenMA Settlement, including the Debtors, NRG, the Consenting Noteholders,

GenMA, and the Owner Lessor Plaintiffs, are represented by knowledgeable, competent, and experienced counsel; (iv) the GenMA Settlement is the product of arm's-length bargaining and good faith negotiations between sophisticated parties; (v) the GenMA Settlement is fair, equitable, and reasonable and in the best interests of the Debtors, Reorganized Debtors, their respective Estates and property, creditors, and other parties in interest; (vi) the GenMA Settlement will maximize the value of the Estates by preserving and protecting the ability of the Reorganized Debtors to continue operating outside of bankruptcy protection and in the ordinary course of business; and (vii) the GenMA Settlement is essential to a consensual confirmation of the Plan.

35. Notwithstanding anything in the Plan to the contrary, this Confirmation Order shall constitute all necessary approvals for the Debtors or Reorganized Debtors, as applicable, to implement the terms of the GenMA Settlement, enter into definitive documentation associated therewith and utilize estate resources in furtherance thereof, as applicable, consistent with the terms of the GenMA Settlement Term Sheet, and without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or vote, consent, authorization or approval of any person, other than the approval of the GenMA Settlement Parties and GenOn Steering Committee of the definitive documentation to implement the GenMA Settlement. GenOn, GenMA, the other GenMA Settlement Parties, and the GenOn Steering Committee shall cooperate in good faith to negotiate definitive documentation

consistent with the GenMA Settlement Term Sheet and otherwise reasonably satisfactory to the GenMA Settlement Parties and pursue consummation of the GenMA Settlement.

v. Debtor Release.

36. The releases of claims and Causes of Action by the Debtors described in Article IX.E of the Plan in accordance with section 1123(b)(3)(A) of the Bankruptcy Code represent a valid exercise of the Debtors' business judgment under Bankruptcy Rule 9019 (the "Debtor Release"). The Debtors' or the Reorganized Debtors' pursuit of any such claims against the Released Parties is not in the best interest of the Estates' various constituencies because the costs involved would likely outweigh any potential benefit from pursuing such claims. The Debtor Release is fair and equitable and complies with the absolute priority rule.

37. Creditors have overwhelmingly voted in favor of the Plan, including the Debtor Release. The Plan, including the Debtor Release, was negotiated before and after the Petition Date by sophisticated parties represented by able counsel and financial advisors. The Debtor Release is therefore the result of an arm's-length negotiation process.

38. The Debtor Release appropriately offers protection to parties that participated in the Debtors' restructuring process. Specifically, the Released Parties under the Plan—including Consenting Noteholders, the GenOn Steering Committee, the GenOn Ad Hoc Group, the GAG Steering Committee, the GAG Ad Hoc Group, the NRG Parties, the Backstop Parties, Citibank, any Purchaser, GenMA and certain of its stakeholders (including, with respect to the Owner Lessor Plaintiffs, their direct and indirect equity holders, indenture trustees, pass-through trustees and pass-through certificate holders)—made and/or continue to make significant concessions and contributions to these Chapter 11 Cases, including, as applicable, entering into the Restructuring Support Agreement and related agreements, actively supporting the Plan and these Chapter 11 Cases, waiving substantial rights and Claims against the Debtors under the Plan, providing

approximately $261.3 million in Cash to fund distributions under the Plan, committing to backstop the Exit Financing, providing a post-petition letter of credit facility, and consummating the Third-Party Sales Transactions, if any, the proceeds from which will fund payments or distributions pursuant to the Plan. The Debtor Release for the Debtors' directors and officers is appropriate because the Debtors' directors and officers share an identity of interest with the Debtors, waived contractual and statutory Claims against the Debtors, supported the Plan and these Chapter 11 Cases, and actively participated in meetings, negotiations, and implementation during these Chapter 11 Cases, and have provided other valuable consideration to the Debtors to facilitate the Debtors' reorganization.

39. The scope of the Debtor Release is appropriately tailored under the facts and circumstances of these Chapter 11 Cases. In light of, among other things, the value provided by the Released Parties to the Debtors' Estates and the critical nature of the Debtor Release to the Plan, the Debtor Release is appropriate.

vi. Release by Holders of Claims and Interests.

40. The release by the Releasing Parties (the "Third Party Release") set forth in Article IX.F of the Plan is an essential provision of the Plan. The Third Party Release is: (a) in exchange for the good and valuable consideration provided by the Released Parties; (b) a good-faith settlement and compromise of the claims and Causes of Action released by the Third Party Release; (c) materially beneficial to, and in the best interests of, the Debtors, their Estates, and their stakeholders, and is important to the overall objectives of the Plan to finally resolve certain claims among or against certain parties in interest in these Chapter 11 Cases; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; (f) a bar to any of the Releasing Parties asserting any claim or Cause of Action released by the Third

Party Release against any of the Released Parties; and (g) consistent with sections 105, 524, 1123, 1129, and 1141 and other applicable provisions of the Bankruptcy Code.

41. The Third Party Release is an integral part of the Plan that is overwhelmingly supported by the Debtors' creditors and provides a meaningful recovery to all of the Debtors' creditors. Like the Debtor Release, the Third Party Release facilitated participation in both the Plan and the chapter 11 process generally. The Third Party Release is instrumental to the Plan and was critical in incentivizing the Released Parties to support the Plan and preventing potentially significant and time-consuming litigation regarding the parties' respective rights and interests. The Third Party Release was a core

negotiation point in connection with the Restructuring Support Agreement and instrumental in developing a Plan that maximized value for all of the Debtors' creditors and kept the Debtors intact as a going concern. The Third Party Release is necessary to the restructuring.

42. Furthermore, all Releasing Parties were provided notice of these Chapter 11 Cases, the Plan, and the deadline to object to confirmation of the Plan. All Releasing Parties were properly informed that, (a) if they are Holders of Claims entitled to vote, they could opt out of being a Releasing Party under the Plan, as indicated in bold-faced type on the ballot or, (b) for Holders of Claims against the Debtors not entitled to vote on the Plan, that if they did not file an objection with the Court in these Chapter 11 Cases opting out of the inclusion of such Holder as a Releasing Party under the provisions contained in Article IX of the Plan that they would be deemed to have expressly, unconditionally, generally, individually, and collectively consented to the release and discharge of all Claims and Causes of Action against the Debtors and the Released Parties. Additionally, the release provisions of the Plan were conspicuous, emphasized with boldface type in the Plan, the Disclosure Statement, the ballots, and the applicable notices.

Accordingly, because Holders of Claims and Interests were provided with notice and the right to opt out of the Third Party Release, the Third Party Release is consensual.

43. The scope of the Third Party Release is appropriately tailored under the facts and circumstances of these Chapter 11 Cases, and parties in interest received due and adequate notice of the Third Party Release. Among other things, the Plan provides appropriate and specific disclosure with respect to the claims and Causes of Action that are subject to the Third Party Release, and no other disclosure is necessary. The Debtors, as evidenced by the Solicitation Affidavit, provided sufficient notice of the Third Party, and no further or other notice is necessary.

44. Moreover, the Released Parties have made a substantial contribution to the Debtors' reorganization. Among other things (a) the Consenting GenOn Noteholders, the GenOn Notes Trustee, the GenOn Steering Committee and the GenOn Ad Hoc Group agreed to (i) support the Plan and (ii) accept an approximate estimated recovery of 61.6%—77.6% in full satisfaction of the GenOn Notes Claims; (b) the Consenting GAG Noteholders, the GAG Notes Trustee, the GAG Steering Committee and the GAG Ad Hoc Group agreed to (i) support the Plan and (ii) accept an approximate estimated recovery of 94% as full satisfaction of the GAG Notes Claims; (c) the NRG Parties agreed to (i) support the Plan; (ii) make the NRG Settlement Payment of approximately $261.3 million in Cash to fund distributions under the Plan; (iii) indemnify certain historic pension obligations of the Debtors at approximately $120 million and satisfy approximately $13.2 million in annual contribution obligations for 2017 and satisfy certain 2018 pension funding obligations as provided in the Pension Indemnity Agreement; and (iv) provide the Debtors with certain credits as provided for in the NRG Settlement Agreement, Transition Services Agreement, and Cooperation Agreement; (d) the Backstop Parties agreed to

backstop the Exit Financing; (e) Citibank agreed to serve as issuing bank, sole lead arranger and sole bookrunner for the Citibank LC Facility, a post-petition replacement of the NRG LC Facility in connection with the Debtors' transition to a standalone enterprise; and (f) any Purchaser that consummates a Third-Party Sale Transaction will provide Sale Proceeds to make payments or distributions pursuant to the Plan.

45. The Third Party Release is specific in language, integral to the Plan, a condition of the settlement, and given for substantial consideration. In light of, among other things, the value provided by the Released Parties to the Debtors' Estates and the critical nature of the Third Party Release to the Plan, the Third Party Release is appropriate.

vii. Exculpation.

46. The exculpation provisions set forth in Article IX.G of the Plan are essential to the Plan. The record in these Chapter 11 Cases fully supports the exculpation and the exculpation provisions set forth in Article IX.G of the Plan, which are appropriately tailored to protect the Exculpated Parties from inappropriate litigation.

viii. Injunction.

47. The injunction provisions set forth in Article IX.H of the Plan are essential to the Plan and are necessary to implement the Plan and to preserve and enforce the discharge, the Debtor Release, the Third Party Release, and the exculpation provisions in Article IX.G of the Plan. Such injunction provisions are appropriately tailored to achieve those purposes.

ix. Preservation of Claims and Causes of Action.

48. Article IV.T of the Plan appropriately provides for the preservation by the Debtors of certain Causes of Action in accordance with section 1123(b)(3)(B) of the Bankruptcy Code. Causes of Action not released by the Debtors or exculpated under the Plan will be retained by the Reorganized Debtors as provided by the Plan. The Plan is specific with respect

to the Causes of Action to be retained by the Debtors, and the Plan and Plan Supplement provide meaningful disclosure with respect to the potential Causes of Action that the Debtors may retain, and all parties in interest received adequate notice with respect to the retention of such Causes of Action. The provisions regarding Causes of Action in the Plan are appropriate and in the best interests of the Debtors, their respective Estates, and Holders of Claims and Interests. For the avoidance of any doubt, Causes of Action released or exculpated under the Plan will not be retained by the Reorganized Debtors.

c. Section 1123(d)—Cure of Defaults.

49. Article V.C of the Plan provides for the satisfaction of Cure Claims associated with each Executory Contract and Unexpired Lease to be assumed in accordance with section 365(b)(1) of the Bankruptcy Code. Any monetary defaults under each Assumed Executory Contract or Unexpired Lease shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash on the Effective Date, subject to the limitations described in Article V.C of the Plan, or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree. Any disputed cure amounts will be determined in accordance with the procedures set forth in Article V.C of the Plan, and applicable bankruptcy and nonbankruptcy law. As such, the Plan provides that the Debtors will cure, or provide adequate assurance that the Debtors will promptly cure, defaults with respect to assumed Executory Contracts and Unexpired Leases in accordance with section 365(b)(1) of the Bankruptcy Code. Thus, the Plan complies with section 1123(d) of the Bankruptcy Code.

d. Section 1129(a)(2)—Compliance with the Applicable Provisions of the Bankruptcy Code.

50. The Debtors, as proponents of the Plan, have complied with all applicable provisions of the Bankruptcy Code as required by section 1129(a)(2) of the Bankruptcy Code,

including sections 1122, 1123, 1124, 1125, 1126, and 1128, and Bankruptcy Rules 3017, 3018, and 3019.

51. The Debtors and their agents solicited votes to accept or reject the Plan after the Court approved the adequacy of the Disclosure Statement pursuant to section 1125(a) of the Bankruptcy Code and in accordance with the Disclosure Statement Order.

52. The Debtors and their agents have solicited and tabulated votes on the Plan and have participated in the activities described in section 1125 of the Bankruptcy Code fairly, in good faith within the meaning of section 1125(e), and in a manner consistent with the applicable provisions of the Disclosure Statement Order, the Disclosure Statement, the Bankruptcy Code, the Bankruptcy Rules, and all other applicable rules, laws, and regulations and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code and the exculpation provisions set forth in Article IX.G of the Plan.

53. The Debtors and their agents have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code with regard to the offering, issuance, and distribution of recoveries under the Plan and therefore are not, and on account of such distributions will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or distributions made pursuant to the Plan, so long as such distributions are made consistent with and pursuant to the Plan.

e. Section 1129(a)(3)—Proposal of Plan in Good Faith.

54. The Debtors have proposed the Plan in good faith and not by any means forbidden by law. In determining that the Plan has been proposed in good faith, the Court has examined the totality of the circumstances surrounding the filing of these Chapter 11 Cases, the Plan itself, and the process leading to its formulation. The Debtors' good faith is evident from the facts and

record of these Chapter 11 Cases, the Disclosure Statement, the hearing on the Disclosure Statement, and the record of the Confirmation Hearing and other proceedings held in these Chapter 11 Cases.

55. The Plan is the product of good faith, arm's-length negotiations by and among the Debtors, the Debtors' directors and officers, NRG, and the Consenting Noteholders. The Plan itself and the process leading to its formulation provide independent evidence of the Debtors' and such other parties' good faith, serve the public interest, and assure fair treatment of Holders of Claims and Interests. Consistent with the overriding purpose of chapter 11, the Debtors filed these Chapter 11 Cases with the belief that the Debtors were in need of reorganization and the Plan was negotiated and proposed with the intention of accomplishing a successful reorganization and maximizing stakeholder value and for no ulterior purpose. Accordingly, the requirements of section 1129(a)(3) of the Bankruptcy Code are satisfied.

f. Section 1129(a)(4)—Court Approval of Certain Payments as Reasonable.

56. Any payment made or to be made by the Debtors, or by a person issuing securities or acquiring property under the Plan, for services or costs and expenses in connection with these Chapter 11 Cases, or in connection with the Plan and incident to these Chapter 11 Cases, has been approved by, or is subject to the approval of, the Court as reasonable. Accordingly, the Plan satisfies the requirements of section 1129(a)(4).

g. Section 1129(a)(5)—Disclosure of Directors and Officers and Consistency with the Interests of Creditors and Public Policy.

57. The process for the selection of the Reorganized Debtors' directors and officers, none of whom will be employed by or affiliated with NRG after the Effective Date, was disclosed in the Plan and Plan Supplement. After the Effective Date, the Reorganized GenOn Board will consist of individuals selected solely by the GenOn Steering Committee (as

representatives of the majority of GenOn's future equity holders) in accordance with the New Organizational Documents. These appointments are consistent with public policy and the interests of creditors and future equity holders. After the Confirmation Date and before the Effective Date, the Debtors' directors, including its current independent directors and corresponding independent governance committee, will continue to serve on the Debtors' Board of Directors. The current officers of the Debtors will continue to serve in their capacities as officers of Reorganized GenOn after the Effective Date. Accordingly, the Debtors have satisfied the requirements of section 1129(a)(5) of the Bankruptcy Code.

h. Section 1129(a)(6)—Rate Changes.

58. The Debtors have obtained the approval of the Federal Energy Regulatory Commission with respect to any proposed rate changes. Accordingly, the Debtors have satisfied section 1129(a)(6) of the Bankruptcy Code.

i. Section 1129(a)(7)—Best Interests of Holders of Claims and Interests.

59. The evidence in support of the Plan that was proffered or adduced at the Confirmation Hearing, and the facts and circumstances of these Chapter 11 Cases, establishes that each Holder of Allowed Claims or Interests in each Class will recover as much or more value under the Plan on account of such Claim or Interest, as of the Effective Date, than the amount such Holder would receive if the Debtors were liquidated on the Effective Date under chapter 7 of the Bankruptcy Code. As a result, the Debtors have demonstrated that the Plan is in the best interest of their creditors and equity holders and the requirements of section 1129(a)(7) of the Bankruptcy Code are satisfied.

j. Section 1129(a)(8)—Conclusive Presumption of Acceptance by Unimpaired Classes; Acceptance of the Plan by Certain Impaired Classes; Fairness of Plan with Respect to Deemed Rejecting Classes.

60. The Deemed Accepting Classes are Unimpaired under the Plan and are deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Nevertheless, because the Plan has not been accepted by the Deemed Rejecting Classes, the Debtors seek Confirmation under section 1129(b), rather than section 1129(a)(8), of the Bankruptcy Code. Although section 1129(a)(8) has not been satisfied with respect to the Deemed Rejecting Classes, the Plan is confirmable because the Plan does not discriminate unfairly and is fair and equitable with respect to the Deemed Rejecting Classes and thus satisfies section 1129(b) of the Bankruptcy Code with respect to such Classes as described further below. As a result, the requirements of section 1129(b) of the Bankruptcy Code are satisfied.

k. Section 1129(a)(9)—Treatment of Claims Entitled to Priority Pursuant to Section 507(a) of the Bankruptcy Code.

61. The treatment of Administrative Claims, Professional Fee Claims, and Priority Tax Claims under Article II of the Plan satisfies the requirements of, and complies in all respects with, section 1129(a)(9) of the Bankruptcy Code.

l. Section 1129(a)(10)—Acceptance by at Least One Impaired Class.

62. As set forth in the Voting Report, each Impaired Class that was entitled to vote on the Plan has voted to accept the Plan. Specifically, Holders of Claims in Classes 4 and 5 voted to accept the Plan. As such, there is at least one Class of Claims that is Impaired under the Plan and has accepted the Plan, determined without including any acceptance of the Plan by any insider (as defined by the Bankruptcy Code). Accordingly, the requirements of section 1129(a)(10) of the Bankruptcy Code are satisfied.

m. Section 1129(a)(11)—Feasibility of the Plan.

63. The Plan satisfies section 1129(a)(11) of the Bankruptcy Code. The evidence supporting the Plan proffered or adduced by the Debtors at or before the Confirmation Hearing: (a) is reasonable, persuasive, credible, and accurate as of the dates such evidence was prepared, presented, or proffered; (b) has not been controverted by other persuasive evidence; (c) establishes that the Plan is feasible and Confirmation of the Plan is not likely to be followed by liquidation or the need for further financial reorganization; (d) establishes that the Debtors will have sufficient funds available to meet their obligations under the Plan—including sufficient amounts of Cash to reasonably ensure payment of, among other things, Allowed Claims, Allowed Administrative Claims, Allowed LC Facility Claims, Allowed Professional Fee Claims, Allowed Priority Tax Claims, Allowed Other Secured Claims, Allowed Other Priority Claims, Allowed Revolving Credit Facility Claims, and Allowed General Unsecured Claims that will receive cash distributions pursuant to the terms of the Plan and other expenses in accordance with the terms of the Plan and section 507(a) of the Bankruptcy Code; and (e) establishes that the Debtors or the Reorganized Debtors, as applicable, will have the financial wherewithal to pay any Claims that accrue, become payable, or are allowed by Final Order following the Effective Date.

n. Section 1129(a)(12)—Payment of Statutory Fees.

64. Article II.E of the Plan provides that all fees payable pursuant to section 1930(a) of the Judicial Code, as determined by the Court at the Confirmation Hearing in accordance with section 1128 of the Bankruptcy Code, will be paid by the applicable Debtor (on the Effective Date) or each of the applicable Reorganized Debtors for each quarter (including any fraction of a quarter) until these Chapter 11 Cases are converted, dismissed, or closed, whichever occurs first. Accordingly, the Plan satisfies the requirements of section 1129(a)(12) of the Bankruptcy Code.

o. Section 1129(a)(13)—Retiree Benefits.

65. Pursuant to section 1129(a)(13) of the Bankruptcy Code, and as provided in Article IV.W of the Plan, the Reorganized Debtors or NRG will continue to pay all obligations on account of retiree benefits (as such term is used in section 1114 of the Bankruptcy Code) under any plan, fund, or program maintained or established by the Debtors prior to the Petition Date, if any, on and after the Effective Date in accordance with applicable law. The Debtors may approve, assume, and if currently provided by NRG, adopt, in each instance with the consent of the GenOn Steering Committee (such consent not to be unreasonably withheld), retiree benefit obligations for current and former employees of the Debtors or any employees of NRG transferred to the Reorganized Debtors as of the Effective Date. As a result, the requirements of section 1129(a)(13) of the Bankruptcy Code are satisfied.

p. Section 1129(a)(14), (15), and (16)—Domestic Support Obligations, Individuals, and Nonprofit Corporations.

66. The Debtors do not owe any domestic support obligations, are not individuals, and are not nonprofit corporations. Therefore, sections 1129(a)(14), 1129(a)(15), and 1129(a)(16) of the Bankruptcy Code do not apply to these Chapter 11 Cases.

q. Section 1129(b)—Confirmation of Plan over Non-Acceptance of Impaired Classes.

67. Notwithstanding the fact that the Deemed Rejecting Classes have not accepted the Plan, the Plan may be confirmed pursuant to section 1129(b)(1) of the Bankruptcy Code because: (a) each Voting Class voted to accept the Plan; and (b) the Plan does not discriminate unfairly and is fair and equitable with respect to the Claims and Interests in the Deemed Rejecting Classes. As a result, the Plan satisfies the requirements of section 1129(b) of the Bankruptcy Code. Thus, the Plan may be confirmed even though section 1129(a)(8) of the Bankruptcy Code

is not satisfied. After entry of this Confirmation Order and upon the occurrence of the Effective Date, the Plan shall be binding upon the members of the Deemed Rejecting Classes.

r. Section 1129(c)—Only One Plan.

68. Other than the Plan (including previous versions thereof), no other plan has been filed in these Chapter 11 Cases. Accordingly, the requirements of section 1129(c) of the Bankruptcy Code are satisfied.

s. Section 1129(d)—Principal Purpose of the Plan Is Not Avoidance of Taxes or Section 5 of the Securities Act.

69. No Governmental Unit has requested that the Court refuse to confirm the Plan on the grounds that the principal purpose of the Plan is the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act. As evidenced by its terms, the principal purpose of the Plan is not such avoidance. Accordingly, the requirements of section 1129(d) of the Bankruptcy Code have been satisfied.

t. Section 1129(e)—Not Small Business Cases.

70. These Chapter 11 Cases are not small business cases, and accordingly, section 1129(e) of the Bankruptcy Code does not apply to these Chapter 11 Cases.

u. Satisfaction of Confirmation Requirements.

71. Based upon the foregoing and all other pleadings and evidence proffered or adduced at or prior to the Confirmation Hearing, the Plan and the Debtors, as applicable, satisfy all the requirements for plan confirmation set forth in section 1129 of the Bankruptcy Code.

v. Good Faith.

72. The Debtors have proposed the Plan in good faith, with the legitimate and honest purpose of maximizing the value of the Estates for the benefit of their stakeholders. The Plan accomplishes this goal. Accordingly, the Debtors or the Reorganized Debtors, as appropriate,

have been, are, and will continue acting in good faith if they proceed to: (a) consummate the Plan, the Restructuring Transactions, the Third-Party Sale Transactions, the Exit Financing, the New Subordinated Notes, and the agreements, settlements, transactions, and transfers contemplated thereby (in each case subject to the consultation and consent rights set forth in the Plan); and (b) take the actions authorized and directed or contemplated by this Confirmation Order. Therefore, the Plan has been proposed in good faith to achieve a result consistent with the objectives and purposes of the Bankruptcy Code.

w. Conditions to Effective Date.

73. The Plan shall not become effective unless and until the conditions set forth in Article X.B of the Plan have been satisfied or waived pursuant to Article X.C of the Plan.

x. Implementation.

74. All documents and agreements necessary to implement transactions contemplated by the Plan, including those contained or summarized in the Plan Supplement, and all other relevant and necessary documents have been negotiated in good faith and at arm's-length, are in the best interests of the Debtors, and shall, upon completion of documentation and execution, be valid, binding, and enforceable documents and agreements not in conflict with any federal, state, or local law. The Debtors are authorized to take any action reasonably necessary or appropriate to consummate such agreements and the transactions contemplated thereby.

y. Vesting of Assets.

75. Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, on the Effective Date, all property in each Estate, all Causes of Action, and any property acquired by any of the Debtors, including interests held by the Debtors in Non-Debtor Subsidiaries, pursuant to the Plan shall vest in each respective Reorganized Debtor of purchaser, if any, pursuant to a Third-Party Sale Transaction,

free and clear of all Liens, Claims, charges, or other encumbrances. On and after the Effective Date, except as otherwise provided in the Plan, each Reorganized Debtor may operate its business and may use, acquire, or dispose of property, and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

z. Treatment of Executory Contracts and Unexpired Leases.

76. Pursuant to sections 365 and 1123(b)(2) of the Bankruptcy Code, upon the occurrence of the Effective Date, the Plan provides for the assumption and rejection of certain Executory Contracts and Unexpired Leases. The Debtors' determinations regarding the assumption and rejection of Executory Contracts and Unexpired Leases are based on and within the sound business judgment of the Debtors, are necessary to the implementation of the Plan and are in the best interests of the Debtors, their Estates, Holders of Claims and other parties in interest in these Chapter 11 Cases.

II. ORDER

BASED ON THE FOREGOING FINDINGS OF FACT AND CONCLUSIONS OF LAW, IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED THAT:

77. This Confirmation Order confirms the Plan in its entirety.

78. The GAG 9019 Order is incorporated herein in its entirety.

79. This Confirmation Order approves the Plan Supplement, including the documents contained therein that may be amended through and including the Effective Date in accordance with and as permitted by the Plan. The terms of the Plan, the Plan Supplement, and the exhibits thereto are incorporated herein by reference and are an integral part of this Confirmation Order; *provided*, *however*, that if there is any direct conflict between the terms of the Plan and the terms

of this Confirmation Order, the terms of this Confirmation Order shall control solely to the extent of such conflict.

80. All Holders of Claims that voted to accept the Plan are conclusively presumed to have accepted the Plan as modified.

81. The terms of the Plan, the Plan Supplement, all exhibits thereto, and this Confirmation Order shall be effective and binding as of the Effective Date on all parties in interest, including: (a) the Debtors; (b) the Consenting Parties; (c) all Holders of Claims and Interests; and (d) any parties in interest that objected to the Plan.

82. The failure to include or refer to any particular article, section, or provision of the Plan, the Plan Supplement or any related document, agreement, or exhibit does not impair the effectiveness of that article, section, or provision; it being the intent of the Court that the Plan, the Plan Supplement, and any related document, agreement, or exhibit are approved in their entirety.

A. Objections.

83. To the extent that any objections (including any reservations of rights contained therein) to Confirmation have not been withdrawn, waived, or settled before entry of this Confirmation Order, are not cured by the relief granted in this Confirmation Order, or have not been otherwise resolved as stated on the record of the Confirmation Hearing, all such objections (including any reservation of rights contained therein) are hereby overruled in their entirety and on their merits.

B. Findings of Fact and Conclusions of Law.

84. The findings of fact and the conclusions of law set forth in this Confirmation Order constitute findings of fact and conclusions of law in accordance with Bankruptcy Rule 7052, made applicable to this proceeding by Bankruptcy Rule 9014. All findings of fact

and conclusions of law announced by the Court at the Confirmation Hearing in relation to Confirmation, including the Confirmation Ruling, are hereby incorporated into this Confirmation Order. To the extent that any of the following constitutes findings of fact or conclusions of law, they are adopted as such. To the extent any finding of fact or conclusion of law set forth in this Confirmation Order (including any findings of fact or conclusions of law announced by the Court at the Confirmation Hearing and incorporated herein) constitutes an order of this Court, it is adopted as such.

C. General Settlement of Claims and Interests.

85. Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided under the Plan, upon the Effective Date, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims, Interests, Causes of Action, and controversies resolved pursuant to the Plan. All distributions made to holders of Allowed Claims and Interests in any Class are intended to be and shall be final.

D. The NRG Settlement.

86. The Plan shall be deemed a motion to approve the good-faith compromise and settlement pursuant to which the Debtors, the Consenting Noteholders, and NRG settle all claims, Interests, and Causes of Action pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in

consideration for the classification, distributions, releases and other benefits provided under the Plan, upon the Effective Date, the provisions of the Plan shall constitute a good faith compromise and settlement of all claims, Interests, Causes of Action and controversies resolved pursuant to the NRG Settlement, as embodied in the Settlement.

87. This Confirmation Order shall constitute the Court's approval of the compromise, settlement, and release of all such Claims, Interests, and Causes of Action, as well as a finding

by the Court that, in the context of a consummated Plan, all such compromises, settlements, and releases, including the NRG Settlement, are in the best interests of the Debtors, the Estates, and the Holders of Claims, Interests, and Causes of Action, and is fair, equitable, and reasonable. Accordingly, the Debtors and the Reorganized Debtors, as applicable, are duly authorized to execute, deliver, implement and fully perform any and all obligations, instruments, documents, and papers and to take any and all actions reasonably necessary to appropriate or consummate the NRG Settlement Agreement and the NRG Settlement embodied therein.

88. For the avoidance of doubt, the NRG Settlement Agreement, the Transition Services Agreement, the Cooperation Agreement, the Tax Matters Agreement, the Pension Indemnity Agreement, and the Employee Matters Agreement and their approval by this Confirmation Order shall survive any revocation or nonoccurrence of the Effective Date, shall be enforceable with respect to any future plan filed by the Debtors, and no future plan entered in these Chapter 11 Cases shall negatively affect or limit the effectiveness and finality of the NRG Settlement, notwithstanding its embodiment in this Confirmation Order and certain of the Plan Supplement documents.

89. Upon GenOn's receipt and acceptance of the NRG Settlement Payment and all other consideration required to be delivered pursuant to the NRG Settlement Agreement, each of the NRG Parties, the Debtors, and the Non-Debtor Subsidiaries that are Releasing Parties (collectively, the "NRG Settlement Agreement Releasing Parties") shall mutually release each other and their respective (a) current and former predecessors, successors, Affiliates (regardless of whether such interests are held directly or indirectly), subsidiaries, direct and indirect equityholders, funds, portfolio companies, and management companies, and (b) current and former directors, officers, members, employees, partners, managers, independent contractors,

agents, representatives, principals, professionals, consultants, financial advisors, attorneys, accountants, trustees investment bankers, and other professional advisors (collectively, the "NRG Settlement Agreement Released Parties")(3) from any and all claims and Causes of Action, arising at any time before and including the effective date of the NRG Settlement Agreement from, in connection with, or relating in any way to (i) the Settled Claims, (ii) the Restructuring or the Restructuring Transactions, or (iii) the Chapter 11 Cases, in each case subject to the exclusions and limitations set forth in Paragraph 6.C of the NRG Settlement Agreement (the "NRG Settlement Agreement Release"). The NRG Settlement Agreement Release, the effectiveness of which may occur prior to the Effective Date, shall be complementary to, and operate in conjunction with, the releases, discharge, exculpations, and injunctions set forth in Article IX of the Plan that will become effective upon the occurrence of the Effective Date; *provided*, that, for the avoidance of doubt, the NRG Settlement Agreement Releasing Parties shall not release the NRG Settlement Agreement Released Parties from any ordinary course commercial claims that arose or arise after the Petition Date but before the Effective Date.

E. The GenMA Settlement.

90. The Plan shall be deemed a motion to approve the good-faith compromise and settlement pursuant to which GenOn, NRG, the Consenting Noteholders, GenMA and certain of its stakeholders (including the Owner Lessor Plaintiffs) settle all claims, Interests, Causes of Action to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases and other benefits provided under the Plan, upon the consummation of the GenMA Settlement, the provisions of the Plan shall constitute a good faith

(3) For the avoidance of doubt, any party in interest that opts out of the Third Party Release—and thus is neither a Releasing Party nor Released Party under the Plan—shall likewise not be a NRG Settlement Agreement Releasing Party or a NRG Settlement Agreement Released Party under the NRG Settlement Agreement.

compromise and settlement of all claims, Interests, Causes of Action and controversies resolved pursuant to the GenMA Settlement, as embodied in the GenMA Settlement Term Sheet.

91. This Confirmation Order shall constitute the Court's approval of the compromise, settlement, and release of all such Claims, Interests, and Causes of Action, subject to the terms and conditions of the Plan and the GenMA Settlement, as well as a finding by the Court that all such compromises, settlements, and releases pursuant to the GenMA Settlement, are in the best interests of the Debtors, the Estates, and the Holders of Claims, Interests, and Causes of Action, and is fair, equitable, and reasonable. Accordingly, the Debtors and the Reorganized Debtors, as applicable, are duly authorized to execute, deliver, implement and fully perform any and all obligations, instruments, documents, and papers and to take any and all actions reasonably necessary to appropriate or consummate the GenMA Settlement.

92. Notwithstanding anything to the contrary in the Plan, Claims by GenMA against the Debtors, whether arising out of the sale-leaseback transactions by GenMA or otherwise, shall be subject to discharge upon the consummation of the GenMA Settlement. GenMA shall be deemed a Releasing Party upon consummation of the GenMA Settlement. Upon consummation of the GenMA Settlement, GenMA shall irrevocably be a Releasing Party. To the extent the GenMA Settlement is not consummated, GenMA retains the right to opt out of the Third-Party Release prior to the Effective Date.

93. The definition of "OL-Related Parties" in Article I of the Plan is hereby amended and restated as follows: "'OL-Related Parties' means the direct and indirect equity holders of the Owner Lessor Plaintiffs."

F. Corporate Action.

94. All actions contemplated by the Plan are deemed authorized and deemed approved in all respects, including, as applicable: (a) the implementation of the Restructuring

Transactions; (b) the selection of the directors and officers for Reorganized GenOn and the other Reorganized Debtors; (c) the incurrence of the Exit Financing; (d) the issuance and/or execution of the Exit Financing and the distribution of the proceeds thereof in accordance with the Plan; (e) the incurrence of the New Subordinated Notes; (f) the issuance of the New Subordinated Notes; (g) the adoption of a Management Incentive Plan, if any, by the New Board of Reorganized GenOn and grant of awards, if any, thereunder; (h) the issuance and distribution of New Common Stock, including on the Effective Date and/or in connection with clause (e) hereof; (i) the approval and implementation of the NRG Settlement; (j) payment of distributions to Holders of the GAG Notes Claims (whether before, on, or as soon as reasonably practicable after the Effective Date); and (k) all other actions contemplated by the Plan (whether to occur before, on, or after the Effective Date); *provided* that, with respect to any Third-Party Sale Transactions consummated prior to the Effective Date, all actions necessary to consummate such Third-Party Sale Transaction in accordance with the terms of this Plan are deemed authorized and approved as of the Sale Closing Date applicable to such Third-Party Sale Transaction (subject to the consultation and consent rights set forth in the Plan). Upon the Effective Date, all matters provided for in the Plan involving the corporate structure of Reorganized GenOn and the other Reorganized Debtors, and any corporate action required by the Debtors, Reorganized GenOn, or the other Reorganized Debtors in connection with the Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the security holders, directors, or officers of the Debtors, Reorganized GenOn, or the other Reorganized Debtors.

95. On or (as applicable) before the Effective Date, the appropriate officers of the Debtors, Reorganized GenOn, or the other Reorganized Debtors are authorized and (as applicable) directed to issue, execute, and deliver the agreements, documents, securities, and

instruments contemplated by the Plan (or necessary or desirable to effect the transactions contemplated by the Plan) in the name of and on behalf of Reorganized GenOn and the other Reorganized Debtors, including the New Exit Financing Documents, the Exit Financing, if any, the New Common Stock, and any and all other agreements, documents, securities, and instruments relating to the foregoing, to the extent not previously authorized by the Bankruptcy Court. The authorizations and approvals contemplated by Article IV.P of the Plan and this Confirmation Order shall be effective notwithstanding any requirements under non-bankruptcy law.

G. Restructuring Transactions.

96. On the Effective Date, the Reorganized Debtors may take all actions as may be necessary or appropriate to effect any Restructuring Transactions, including: (a) the execution and delivery of appropriate agreements or other documents of merger, amalgamation, consolidation, restructuring, reorganization, conversion, disposition, transfer, arrangement, continuance, dissolution, sale, purchase, or liquidation containing terms that are consistent with the terms of the Plan; (b) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan and having other terms to which the applicable parties agree; (c) the filing of appropriate certificates or articles of incorporation, reincorporation, merger, consolidation, conversion, amalgamation, arrangement, continuance, or dissolution or other certificates or documentation for other transactions as described in clause (a), pursuant to applicable state law; (d) if implemented pursuant to the Plan, all transactions necessary to provide for the purchase of substantially all of the assets or Interests of any of the Debtors, which purchase may be structured as a taxable transaction for United States federal income tax purposes on the terms set forth in the Restructuring Transactions Memorandum, which shall be

consistent in all respects with the Restructuring Support Agreement; (e) if not earlier executed and delivered pursuant to the last sentence of this paragraph 88, the execution and delivery of (i) the Pension Indemnity Agreement, (ii) the Employee Matters Agreement, (iii) the Cooperation Agreement, (iv) the Tax Matters Agreement, (v) the Transition Services agreement and (vi) any transition services agreement with a Prospective Buyer (as defined in the Transitions Services Agreement); (f) the execution and delivery of the New Exit Credit Facility Documents and the performance of such Reorganized Debtors' obligations thereunder (including all actions to be taken, undertakings to be made, and obligations to be incurred and fees and expenses to be paid by the Debtors and/or the Reorganized Debtors, as applicable); (g) the execution and delivery of the New Senior Secured Notes Documents and New Subordinated Notes Documents, if any, and the performance of such Reorganized Debtors' obligations thereunder (including all actions to be taken, undertakings to be made, and obligations to be incurred and fees and expenses to be paid by the Debtors and/or the Reorganized Debtors, as applicable, including, for the avoidance of doubt, payment of the Backstop Fee), and the issuance and distribution of the New Senior Secured Notes and, if applicable, the New Subordinated Notes; (h) the adoption of a Management Incentive Plan, if applicable, on the terms and conditions set by the Reorganized GenOn Board after the Effective Date; (i) the establishment of the Liquidating Trust (if any); (j) the establishment by GenOn and its subsidiaries of separate benefit and pension plans for their employees; and (k) all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable law in connection with the Restructuring Transactions. Additionally, prior to the Effective Date, the Debtors may take all actions as may be necessary or appropriate to effectuate transactions that are intended to be implemented prior to the Effective Date, including the execution and delivery

of any agreement necessary to transition the Shared Services from NRG to new service providers prior to the Effective Date, the Pension Indemnity Agreement, the Employee Matters Agreement, the Cooperation Agreement, the Tax Matters Agreement, the Transition Services Agreement and any transition services agreement with a Prospective Buyer (as defined in the Transitions Services Agreement).

H. Plan Implementation Authorization.

97. The Debtors or the Reorganized Debtors, as the case may be, and their respective directors, officers, members, agents, and attorneys, financial advisors, and investment bankers are authorized and empowered from and after the date hereof to negotiate, execute, issue, deliver, implement, file, or record any contract, instrument, release, or other agreement or document related to the Plan, as the same may be modified, amended and supplemented, and to take any action necessary or appropriate to implement, effectuate, consummate, or further evidence the Plan in accordance with its terms, or take any or all corporate actions authorized to be taken pursuant to the Plan, whether or not specifically referred to in the Plan or any exhibit thereto, without further order of the Court or other approvals, authorizations, or consents, except for the reasonable approval of the GenMA Settlement Parties and GenOn Steering Committee of the definitive documentation to implement the GenMA Settlement. To the extent applicable, any or all such documents shall be accepted upon presentment by each of the respective state filing offices and recorded in accordance with applicable state law and shall become effective in accordance with their terms and the provisions of state law. Pursuant to section 303 of the General Corporation Law of the State of Delaware and any comparable provision of the business corporation laws of any other state, as applicable, no action of the Debtors' boards of directors or the Reorganized Debtors' boards of directors will be required to authorize the Debtors or Reorganized Debtors, as applicable, to enter into, execute and deliver, adopt or amend, as the

case may be, any such contract, instrument, release, or other agreement or document related to the Plan, and following the Effective Date, each of the Plan documents will be a legal, valid, and binding obligation of the Debtors or Reorganized Debtors, as applicable, enforceable against the Debtors and the Reorganized Debtors in accordance with the respective terms thereof. The Debtors may also take additional steps on the Effective Date to consolidate and streamline their organization, including, among other things, the merger, liquidation, or consolidation of one or more of the Debtors or Reorganized Debtors.

I. Third-Party Sale Transactions.

98. The Debtors and the Purchasers are authorized to take all actions as may be deemed necessary or appropriate to consummate any Third-Party Sale Transactions pursuant to the terms of the Plan (including, for the avoidance of doubt, the consultation and consent rights set forth in the Plan), any Third-Party Sale Transaction Documents, and this Confirmation Order, and any such Third-Party Sale Transactions shall be free and clear of any Liens, Claims, Interests, and encumbrances pursuant to sections 363 and 1123 of the Bankruptcy Code as of the earlier of the Sale Closing Date and the Effective Date. On and after the Effective Date (or the Sale Closing Date with respect to any Debtors, the Interests in which are transferred under any Third-Party Sale Transaction consummated prior to the Effective Date, and with respect to assets or properties of Debtors that are transferred under such Third-Party Sale Transaction), except as otherwise provided in the Plan, the Debtors, the Reorganized Debtors, or the Purchaser, as applicable, may operate their businesses and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. Neither any Purchaser nor any of its Affiliates shall be deemed to be a successor of the

Debtors. Entry of this Confirmation Order shall constitute approval of the Third-Party Sale Transactions and Third-Party Sale Transaction Documents.

J. Exit Financing.

99. On the Effective Date, the Reorganized Debtors, any Non-Debtor Subsidiaries agreed to by the Debtors and the Exit Financing Parties are authorized to consummate the Exit Financing, subject to negotiation and execution of definitive documents acceptable to the Debtors and the Exit Financing Parties. This Confirmation Order constitutes approval of the Exit Financing, the New Exit Financing Documents, and/or the Backstop Commitment Letter (including the transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred and fees paid by the Debtors or the Reorganized Debtors in connection therewith), to the extent not approved by the Bankruptcy Court previously, and the Reorganized Debtors are authorized to execute and deliver any and all documents necessary or appropriate to consummate the Exit Financing, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or vote, consent, authorization, or approval of any Person. On and after the Effective Date, the New Exit Financing Documents shall constitute legal, valid, and binding obligations of the Reorganized Debtors and be enforceable in accordance with their respective terms.

K. Approval of Consents and Authorization to Take Acts Necessary to Implement Plan.

100. This Confirmation Order shall constitute all authority, approvals, and consents required, if any, by the laws, rules, and regulations of all states and any other governmental authority with respect to the implementation or consummation of the Plan and any documents, instruments, or agreements, and any amendments or modifications thereto, and any other acts and transactions referred to in or contemplated by the Plan, the Plan Supplement, the Disclosure

Statement, and any documents, instruments, securities, or agreements, and any amendments or modifications thereto.

L. The Releases, Injunction, Exculpation, and Related Provisions under the Plan.

101. The following releases, injunctions, exculpations, and related provisions set forth in Article IX of the Plan are incorporated herein in their entirety, are hereby approved and authorized in all respects, are so ordered, and shall be immediately effective on the Effective Date without further order or action on the part of this Court or any other party: (a) Debtor Release (Article IX.E), (b) Third-Party Release (Article IX.F), (c) Exculpation (Article IX.G), (d) Injunction (Article IX.H), and (e) Release of Liens (Article IX.D).

M. Preservation of Causes of Action.

102. Except as otherwise provided in the Plan or in any contract, instrument, release or other agreement entered into or delivered in connection with the Plan, in accordance with section 1123(b)(3) of the Bankruptcy Code, any Causes of Action that a Debtor may hold against any Entity shall vest in the Reorganized Debtors. The applicable Reorganized Debtors, through their authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action. The Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action, and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court.

N. Provisions Governing Distributions.

103. The distribution provisions of Article VI of the Plan shall be, and hereby are, approved in their entirety. Except as otherwise set forth in the Plan or this Confirmation Order, the Debtors, Reorganized Debtors, or Liquidating Trustee, as applicable, shall make all

distributions required under the Plan. The timing of distributions required under the Plan or this Confirmation Order shall be made in accordance with and as set forth in the Plan or this Confirmation Order, as applicable.

O. Assumption and Cure or Rejection.

104. The provisions governing the treatment of Executory Contracts and Unexpired Leases set forth in Article V of the Plan (including the procedures regarding the resolution of any and all disputes concerning the assumption or rejection, as applicable, of such Executory Contracts and Unexpired Leases) shall be, and hereby are, approved in their entirety. On the Effective Date, except as otherwise provided in the Plan, all Executory Contracts or Unexpired Leases will be deemed assumed and assigned to the Reorganized Debtors in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, subject to the consent of the Required Consenting Creditors other than: (1) those that are identified on the Schedule of Rejected Executory Contracts and Unexpired Leases; (2) those that have been previously rejected by a Final Order; (3) those that are the subject of a motion to reject Executory Contracts or Unexpired Leases that is pending on the Confirmation Date; (4) those that are subject to a motion to reject an Executory Contract or Unexpired Lease pursuant to which the requested effective date of such rejection is after the Effective Date; or (5) those that are assumed and assigned to a Purchaser pursuant to any Third-Party Sale Transaction Documents; *provided* that notwithstanding anything to the contrary in the Plan, the Debtors or the Reorganized Debtors, as applicable, reserve the right to alter, amend, modify, or supplement the Schedule of Rejected Executory Contracts and Unexpired Leases at any time through and including 45 days after the Effective Date; *provided* that the Debtors shall not amend the Schedule of Rejected Executory Contracts and Unexpired Leases with respect to the treatment of any Unexpired Leases of the City of Pittsburg after the Confirmation Date without the consent of

the City of Pittsburg; *provided further, that*, the Debtors may amend the Schedule of Rejected Executory Contracts and Unexpired Leases with respect to the treatment of any Unexpired Leases after the Confirmation Date as long as the Debtors provide 21 days' notice of such amended treatment and provide the applicable counterparty with notice and a right to object to such amended treatment. This Confirmation Order constitutes approval of such assumptions and the rejection of the Executory Contracts or Unexpired Leases listed on the Schedule of Rejected Executory Contracts and Unexpired Leases pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Unless otherwise specified on a schedule to the Plan or notice sent to a given party, each Executory Contract and Unexpired Lease listed or to be listed thereon shall include any and all modifications, amendments, supplements, restatements and other agreements made directly or indirectly by any agreement, instrument or other document that in any manner affects such Executory Contract or Unexpired Lease, without regard to whether such agreement, instrument or other document is listed thereon. For the avoidance of doubt, the Canal 3 Agreements (as defined in the Cooperation Agreement) shall be assumed or rejected, and the Services Credit calculated, as provided in the Cooperation Agreement.

105. Unless a party to an Executory Contract or Unexpired Lease has objected to the proposed Cure Claims identified in the Plan Supplement and any amendments thereto, as applicable, the Debtors shall pay such Cure Claims in accordance with the terms of the Plan and the assumption of any Executory Contract or Unexpired Lease, pursuant to the Plan or otherwise, shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time before the date that the Debtors assume such Executory

Contract or Unexpired Lease. Any disputed Cure Claims shall be determined in accordance with the procedures set forth in Article V.C of the Plan, and applicable bankruptcy and nonbankruptcy law.

P. Post-Confirmation Notices.

106. In accordance with Bankruptcy Rules 2002 and 3020(c), no later than seven Business Days after the Effective Date, the Reorganized Debtors must cause notice of Confirmation and occurrence of the Effective Date (the "Notice of Confirmation"), the form of which is attached hereto as **Exhibit B**, to be served by United States mail, first-class postage prepaid, by hand, or by overnight courier service to all parties served with the Confirmation Hearing Notice; *provided* that no notice or service of any kind shall be required to be mailed or made upon any Entity to whom the Debtors mailed a

Confirmation Hearing Notice but received such notice returned marked "undeliverable as addressed," "moved, left no forwarding address," "forwarding order expired," or similar reason, unless the Debtors have been informed in writing by such Entity, or are otherwise aware, of that Entity's new address.

107. To supplement the notice procedures described in the preceding sentence, no later than 10 Business Days after the Effective Date, the Reorganized Debtors must cause the Notice of Confirmation, modified for publication, to be published on one occasion in *The Wall Street Journal*, *USA Today* (national edition), the *Houston Chronicle*, the *East County Times*, the *Desert Dispatch*, the *Inland Valley Daily Bulletin*, the *Tri County Sentinel*, the *Santa Barbara News Press*, the *Osceola News Gazette Weekly*, the *Sandwich Enterprise*, the *Choctaw Plain Dealer*, the *Rockland Journal News*, the *Avon Lake Press*, the *Warren Tribune Chronicle*, the *Pittsburgh Post-Gazette*, and the *Gettysburg Times*. Mailing and publication of the Notice of Confirmation in the time and manner set forth in this paragraph will be good, adequate, and

sufficient notice under the particular circumstances and in accordance with the requirements of Bankruptcy Rules 2002 and 3020(c). No further notice is necessary.

108. The Notice of Confirmation will have the effect of an order of the Court, will constitute sufficient notice of the entry of this Confirmation Order to filing and recording officers, and will be a recordable instrument notwithstanding any contrary provision of applicable non-bankruptcy law.

Q. Administrative Claims and Professional Fee Claims.

109. The provisions in the Plan governing the assertion and payment of Administrative Claims and Professional Fee Claims are hereby approved. Payment of the Restructuring Expenses incurred by the GenOn Notes Trustee, the GAG Notes Trustee, the Noteholder Advisors, and any applicable paying agent under the GAG Notes Indenture and the GenOn Notes Indentures, as applicable, as provided for under the Plan, the Restructuring Support Agreement, and/or this Confirmation Order, shall not require a request for payment of Administrative Claims to be Filed.

R. Notice of Subsequent Pleadings.

110. Except as otherwise provided in the Plan or in this Confirmation Order, notice of all subsequent pleadings in these Chapter 11 Cases after the Effective Date will be limited to the following parties: (a) the Reorganized Debtors and their counsel; (b) the U.S. Trustee; (c) any party known to be directly affected by the relief sought by such pleadings; and (d) any party that specifically requests additional notice in writing to the Debtors or Reorganized Debtors, as applicable, or files a request for notice under Bankruptcy Rule 2002 after the Effective Date. The Solicitation Agent shall not be required to file updated service lists.

S. Securities Law Exemption.

111. Pursuant to section 1145 of the Bankruptcy Code, the offering, issuance, and distribution of the New Common Stock and/or New Subordinated Notes, if any, in respect of Claims as contemplated by the Plan (except any New Common Stock issued in connection with any Third-Party Sale Transaction) is exempt from, among other things, the registration requirements of Section 5 of the Securities Act and any other applicable U.S. state or local law requiring registration prior to the offering, issuance, distribution, or sale of Securities. The New Common Stock and New Subordinated Notes to be issued under the Plan (a) are not "restricted securities" as defined in Rule 144(a)(3) under the Securities Act, and (b) are freely tradable and transferable by any initial recipient thereof that (i) is not an "affiliate" of the Debtors as defined in Rule 144(a)(1) under the Securities Act, (ii) has not been such an "affiliate" within 90 days of such transfer, and (iii) is not an entity that is an "underwriter" as defined in subsection (b) of Section 1145 of the Bankruptcy Code.

112. Pursuant to section 4(a)(2) of the Securities Act, to the extent the New Common Stock or the New Senior Secured Notes issued under the Plan are deemed Securities, they will be exempt from, among other things, the registration requirements of Section 5 of the Securities Act to the maximum extent permitted thereunder and any other applicable state or foreign securities laws requiring registration prior to the offering, issuance, distribution, or sale of Securities. Any and all such New Common Stock and New Senior Secured Notes offered, issued, or distributed under the Plan shall be deemed "restricted securities" that may not be offered, sold, exchanged, assigned, or otherwise transferred unless they are registered under the Securities Act, or an exemption from registration under the Securities Act is available, and in compliance with any applicable state or foreign securities laws.

113. Should the Reorganized Debtors elect on or after the Effective Date to reflect any ownership of the New Common Stock to be issued under the Plan through the facilities of DTC, DTC is authorized to rely solely on this Confirmation Order and the Reorganized Debtors need not provide any further evidence other than the Plan and this Confirmation Order with respect to the treatment of the New Common Stock to be issued under the Plan under applicable securities laws. DTC shall be required to accept and conclusively rely upon the Plan and this Confirmation Order in lieu of a legal opinion regarding whether the New Common Stock, the New Senior Secured Notes and the New Subordinated Notes, if any, to be issued under the Plan are exempt from registration. Notwithstanding anything to the contrary in the Plan, no Entity (including, for the avoidance of doubt, DTC) may require a legal opinion regarding the validity of any transaction contemplated by the Plan, including, for the avoidance of doubt, whether the New Common Stock to be issued under the Plan are exempt from registration.

T. Section 1146 Exemption.

114. Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property pursuant hereto shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act, real estate or personal property transfer tax, sale or use tax, mortgage recording tax, or other similar tax or governmental assessment, and upon entry of this Confirmation Order, the appropriate governmental officials or

agents shall forgo the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents pursuant to such transfers of property without the payment of any such tax, recordation fee, or governmental assessment.

U. Reports.

115. After the Effective Date, the Debtors have no obligation to file with the Court or serve on any parties reports that the Debtors were obligated to file under the Bankruptcy Code or

a Court order, including monthly operating reports (even for those periods for which a monthly operating report was not filed before the Effective Date), ordinary course professional reports, and monthly or quarterly reports for Professionals; *provided, however,* that the Debtors will comply with the U.S. Trustee's quarterly reporting requirements. From Confirmation through the Effective Date the Debtors will file such reports as are required under the Bankruptcy Local Rules.

V. Effectiveness of All Actions.

116. Except as set forth in the Plan, all actions authorized to be taken pursuant to the Plan shall be effective on, before, or after the Effective Date pursuant to this Confirmation Order, without further application to, or order of the Court, or further action by the Debtors and/or the Reorganized Debtors and their respective directors, officers, members, or stockholders, and with the effect that such actions had been taken by unanimous action of such officers, directors, managers, members, or stockholders.

W. Binding Effect.

117. On the date of and after entry of this Confirmation Order and subject to the occurrence of the Effective Date, the terms of the Plan, the final versions of the documents contained in the Plan Supplement, and this Confirmation Order shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, as applicable, any and all Holders of Claims or Interests (regardless of whether such Claims or Interests are deemed to have accepted or rejected the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, and injunctions described in the Plan, each Entity acquiring property under the Plan or this Confirmation Order, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors. All Claims and debts shall be as

fixed, adjusted, or compromised, as applicable, pursuant to the Plan regardless of whether any Holder of a Claim or debt has voted on the Plan.

118. Pursuant to section 1141 of the Bankruptcy Code, subject to the occurrence of the Effective Date and subject to the terms of the Plan and this Confirmation Order, all prior orders entered in these Chapter 11 Cases, all documents and agreements executed by the Debtors as authorized and directed thereunder and all motions or requests for relief by the Debtors pending before this Court as of the Effective Date shall be binding upon and shall inure to the benefit of the Debtors, the Reorganized Debtors and their respective successors and assigns.

X. Directors and Officers of Reorganized Debtors.

119. Pursuant to section 1129(a)(5) of the Bankruptcy Code, the Debtors have disclosed in advance of the Confirmation Hearing the process by which individuals who will serve on the Reorganized GenOn Board will be chosen. On the Effective Date, the Reorganized GenOn Board shall consist of seven (7) members, subject to increase or decrease at the discretion of the GenOn Steering Committee, and will consist of such persons designated by the GenOn Steering Committee in its sole discretion. The Debtors' existing officers (other than any officers affiliated with NRG) will remain as officers as of the Effective Date. No directors or officers of the Reorganized Debtors shall be affiliated with NRG.

Y. Management Incentive Plan.

120. On or after the Effective Date, the Reorganized GenOn Board is authorized to adopt and implement a Management Incentive Plan pursuant to the terms set forth in the Plan. For the avoidance of doubt, the terms and conditions of any Management Incentive Plan (including any related agreements, policies, programs, other arrangements, and Management Incentive Plan participants) shall be determined by the Reorganized GenOn Board in its sole discretion on or after the Effective Date.

Z. Professional Compensation and Reimbursement Claims.

121. Except as otherwise specifically provided in the Plan, from and after the Confirmation Date, the Debtors or Reorganized Debtors, as applicable, shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the reasonable legal, professional, or other fees and expenses incurred by the Debtors. Upon the Confirmation Date, any requirement that Professionals comply with sections 327 through 331, 363, and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Reorganized Debtors may employ and pay any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court. In addition, the Debtors and Reorganized Debtors (as applicable) are authorized to pay any and all professional fees as contemplated by and in accordance with the Plan, including the Restructuring Expenses.

AA. Nonseverability of Plan Provisions upon Confirmation.

122. Notwithstanding the possible applicability of Bankruptcy Rules 6004(g), 7062, 9014, or otherwise, the terms and conditions of this Confirmation Order will be effective and enforceable immediately upon its entry. Each term and provision of the Plan, and the transactions related thereto as it heretofore may have been altered or interpreted by the Court is: (a) valid and enforceable pursuant to its terms; (b) integral to the Plan and may not be deleted or modified except as provided by the Plan or this Confirmation Order; and (c) nonseverable and mutually dependent.

BB. Waiver or Estoppel.

123. Subject to the terms of the Plan, each Holder of a Claim or Interest shall be deemed to have waived any argument, including the right to argue that its Claim or Interest

should be Allowed in a certain amount, in a certain priority, Secured, or not subordinated, in each case by virtue of an agreement made with the Debtors or their counsel (or any other Entity), if such agreement was not disclosed in the Plan, the Disclosure Statement, or papers filed with the Court before the Confirmation Date.

CC. Authorization to Consummate.

124. The Debtors are authorized to consummate the Plan, including the transactions contemplated by the New Exit Credit Facility Documents, the New Senior Secured Notes Documents, the New Subordinated Notes Documents, and the Third-Party Sale Transaction Documents (if any), at any time after the entry of this Confirmation Order subject to satisfaction or waiver (by the required parties) of the conditions precedent to Consummation set forth in Article X of the Plan. The substantial consummation of the Plan, within the meaning of sections 1101(2) and 1127 of the Bankruptcy Code, is deemed to occur on the first date, on or after the Effective Date, on which distributions are made in accordance with the terms of the Plan to Holders of any Allowed Claims.

DD. Conditions Precedent to the Effective Date.

125. Article X.B.12 of the Plan is hereby amended and restated as follows: "the GenMA Settlement shall have been consummated pursuant to definitive documentation consistent with the GenMA Settlement Term Sheet and otherwise reasonably satisfactory to the Debtors, the GenOn Steering Committee, NRG, the Owner Lessor Plaintiffs, GenMA, and the Governance Committee of the Board of Managers of GenMA."

EE. Injunctions and Automatic Stay.

126. Unless otherwise provided in the Plan or this Confirmation Order, all injunctions or stays in effect in these Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any

injunctions or stays contained in the Plan or this Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or this Confirmation Order shall remain in full force and effect in accordance with their terms.

FF. Provisions Regarding GenMA.

127. For the avoidance of doubt, U.S. Bank National Association, in its capacity as Lease Indenture Trustees(4) and Pass Through Trustees, has opted-out of the Third-Party Release and, as a result, shall not be a Releasing Party (or Released Party) under the Plan, and, with respect to the GenMA Settlement, its rights under the Lease Indentures and Pass Through Trust Agreements, including with respect to the Make-Whole Premium, and the rights of any parties in interest related thereto are reserved notwithstanding anything to the contrary in the Plan or this Confirmation Order.

128. The definition of "GenMA Other Proofs of Claim" set forth in Article I of the Plan is hereby amended and restated as follows: "'GenMA Other Proofs of Claim' means all other Proofs of Claim (other than the GenMA Estimated Proofs of Claim) arising from or relating to any transaction or relationship between the Debtors and GenMA, including, without limitation, the Proofs of Claim filed by U.S. Bank National Association in its capacity as indenture trustee on September 14, 2017, including [Claim Nos. 1200, 1268, 1269, 1270, 1273, 1275, 1276, 1277, 1281, 1282, 1283, 1284, 1285, 1286, 1287, 1289, 1290, 1291, 1292, 1293, 1294, 1295, 1300, 1301, 1302, 1315, 1316, 1317, 1318, 1319, 1320]."

GG. Provisions Regarding REMA.

129. Within 48 hours of the entry of this Confirmation Order, the Debtors shall cause REMA to (a) appoint two independent managers to its board of managers and to the governance

(4) Capitalized terms used but not otherwise defined in this paragraph shall have the meanings as set forth in U.S. Bank National Association's objection to the Plan [Docket Nos. 1091, 1228].

committee of its board of managers, and (b) adopt an amended and restated governance committee charter to reflect the addition of the two independent managers to the governance committee.

130. Notwithstanding anything to the contrary in the Plan or this Confirmation Order, (a) any defense, claim, right, privilege, right of setoff or recoupment, or counterclaim of REMA relating to or in respect of any Cause of Action against REMA is expressly preserved and shall not be affected in any way and (b) with respect to REMA's affirmative claims, the effectiveness of the Plan's third-party release and related injunction provisions set forth in Article IX thereof and in paragraph L of this Confirmation Order shall be deferred and REMA's right to opt-out of the Third Party Release shall be preserved until ten (10) calendar days after the conclusion of the investigation by REMA's independent governance committee and its decision whether to assert claims against the Released Parties and the provision of written notice to the REMA Owner Lessors(5) by REMA's independent governance committee of the REMA independent governance committee's conclusions and decision concerning whether to grant the Third-Party Release. For the avoidance of doubt, the REMA Owner Lessors and REMA Owner Participants have opted-out of the Third Party Release and, as a result, shall not be Releasing Parties (or Released Parties) under the Plan.

HH. Certain Government and Environmental Issues.

131. Nothing in the Plan or this Confirmation Order shall release, discharge, enjoin, or preclude the enforcement of (or preclude, release, defeat, or limit the defense under

(5) "REMA Owner Lessors" means, collectively, Conemaugh Lessor Genco, LLC, Keystone Lessor Genco, LLC and Shawville Lessor Genco, LLC.

non-bankruptcy law of): (i) any liability under Environmental Law(6) or the Pittsburg Leases(7) to a Governmental Unit that is not a Claim; (ii) any Claim under Environmental Law or the Pittsburg Leases of a Governmental Unit arising on or after the Effective Date; (iii) any liability under Environmental Law or the Pittsburg Leases on or after the Effective Date to a Governmental Unit on the part of any Entity to the extent of such Entity's liability under non-bankruptcy law on account of its status as owner, lessee or operator of such property on or after the Effective Date; (iv) any liability to a Governmental Unit on the part of any Entity other than the Debtors or Reorganized Debtors; or (v) any valid right of setoff or recoupment by any Governmental Unit. All parties' rights and defenses under Environmental Law and the Pittsburg Leases with respect to (i) through (v) above are fully preserved. The Bankruptcy Court retains jurisdiction, but not exclusive jurisdiction, to determine whether environmental liabilities asserted by any Governmental Unit or tax liabilities asserted by the Internal Revenue Service are Claims that were discharged by this Confirmation Order or the Plan, or the Bankruptcy Code.

132. For the avoidance of doubt, all Claims under Environmental Law arising before the Effective Date, including penalty claims for days of violation prior to the Effective Date, shall be subject to Article IX of the Plan and treated in accordance with the Plan in all respects and the Bankruptcy Court shall retain jurisdiction in relation to the allowance or disallowance of any Claim under Environmental Law arising before the Effective Date; *provided*, *however*, the Debtors, Reorganized Debtors, any Purchaser, and the Liquidating Trustee, as applicable, are and shall remain subject to applicable Environmental Laws and regulations of Governmental Units

(6) "Environmental Law" means all federal, state and local statutes, regulations, ordinances and similar provisions having the force or effect of law, all judicial and administrative orders, agreements and determinations, and all common law concerning pollution or protection of the environment, or human health, safety, and welfare.

(7) The "Pittsburg Leases" refers to those certain real property leases entered into by and between the City of Pittsburg and (a) NRG California North, LLC and (b) NRG Delta, LLC, each dated as of July 2015. For the avoidance of doubt, any reference to the Pittsburg Leases includes, without limitation, all obligations relating to the deactivation of the Pittsburg generation station.

and the Pittsburg Leases, as applicable. The Debtors, Reorganized Debtors, any Purchaser, and the Liquidating Trustee, as applicable, shall continue to be subject to such Environmental Laws and regulations of Governmental Units and the Pittsburg Leases, as applicable. To the extent the Debtors, the Reorganized Debtors, any Purchaser, or the Liquidating Trustee, as applicable, do not comply with the Environmental Laws of Governmental Units or the Pittsburg Leases, as applicable, such Governmental Units may pursue the remedies available to them under such Environmental Law(s), the Pittsburg Leases, or the Bankruptcy Code, to the extent applicable, against the Reorganized Debtors, any Purchaser, or Liquidating Trustee, as applicable.

133. Notwithstanding anything in the Plan or this Confirmation Order to the contrary, for the avoidance of doubt and in accordance with Article XI.A of the Plan, if the Debtors materially modify the Plan, at any time prior to the Effective Date of the Plan, the Debtors will comply with Section 1127(b) of the Bankruptcy Code, including notice and opportunity to object, as applicable under Section 1127(b). Parties in interest shall have notice and opportunity to object (and for a hearing in the event of an objection) to Plan Supplement materials related to any proposed Third-Party Sale Transaction (including but not limited to proposed buyers, the sale itself, and any material terms of sale), proposed transfer of any Liquidating Trust Assets to the Liquidating Trust, or any proposed abandonment of Liquidating Trust Assets in accordance with Section 1127(b) of the Bankruptcy Code.

134. The rights of the City of Pittsburg,(8) the City of Oxnard,(9) and the Debtors to assert any argument as to whether any Plan provision as applied to the City of Pittsburg or the City of

(8) *See, e.g.*, Objection to the Debtors' Second Amended Joint Chapter 11 Plan of Reorganization of GenOn Energy, Inc. and Its Debtor Affiliates filed by the City of Pittsburg [Dkt. No. 1087] and Supplement to the City of Pittsburg's Objection to the Debtors' Second Amended Joint Chapter 11 Plan of Reorganization of GenOn Energy, Inc. and Its Debtor Affiliates [Dlt. No. 1174]

(9) *See, e.g.*, City of Oxnard's Objection to Reorganization Plan and Disclosure Statement and Reservation of Rights [Dkt. No. 1081].

Oxnard fails to render their respective Claims or Allowed Claims (if any), as applicable, unimpaired under section 1124 of the Bankruptcy Code and that any such Plan provision found to impair such claims is unenforceable against the City of Pittsburg or the City of Oxnard, as the case may be, are specifically reserved.

135. The Debtors and the City of Pittsburg consent, including for purposes of section 365(d)(4) of the Bankruptcy Code, to the Court considering the assumption or rejection of the lease agreements with the City of Pittsburg listed on Schedule J of the Plan Supplement (collectively, the "Lease Agreements") after the entry of this Confirmation Order, such that the Lease Agreements shall not be deemed rejected or assumed until further order of the Court. Assumption or rejection of the Lease Agreements shall be considered in the context of a separate motion to be filed by the appropriate Debtors on or before January 16, 2018, and set for hearing in the normal course. Notwithstanding anything to the contrary in the Plan or this Confirmation Order, all parties in interest reserve all rights with respect to whether the Court should approve or deny the assumption or rejection of the Lease Agreements and any conditions of such assumption or rejection in accordance with section 365 of the Bankruptcy Code.

II. Rights of the Securities and Exchange Commission.

136. Nothing in the Plan or this Confirmation Order (i) releases any Entity other than a Debtor or Reorganized Debtor from any Claim or cause of action of the Securities and Exchange Commission (the "SEC"); (ii) enjoins, limits, impairs or delays the SEC from commencing or continuing any Claims, causes of action, proceedings or investigations against any Entity other than a Debtor or Reorganized Debtor in any forum; or (iii) precludes the SEC from pursuing injunctive or other non-monetary relief against the Reorganized Debtors with respect to acts taking place before or after the Effective Date.

JJ. Provisions Regarding the Chubb Companies.

137. On the Effective Date, each of the Debtors' insurance policies that have been issued at any time by ACE American Insurance Company and/or its affiliates and successors (collectively, the "Chubb Companies") and under which the Debtors (or their successors) have (or may in the future have) obligations and any agreements, documents, or instruments relating thereto (collectively, the "Chubb Insurance Contracts"), other than (i) those that are assumed and assigned to a Purchaser pursuant to any Third-Party Sale Transaction prior to the Effective Date (after notice and hearing in accordance with section 1127 of the Bankruptcy Code); (ii) those that have been rejected prior to the Effective Date (after notice and hearing in accordance with section 1127) or (iii) those that have been canceled or terminated in accordance with the Chubb Insurance Contracts and applicable non-bankruptcy law in connection with any Third-Party Sale Transaction prior to the Effective Date (after notice and hearing in accordance section 1127 of the Bankruptcy Code), shall be deemed to have been assumed and assigned by the Debtors to the Reorganized Debtors in their entirety (collectively, the "Assumed Chubb Insurance Contracts"), and: (a) all Assumed Chubb Insurance Contracts shall re-vest in and be fully enforceable by and against the Reorganized Debtors in accordance with their terms; (b) nothing shall alter, modify, amend, affect, impair or prejudice the legal, equitable or contractual rights, obligations, and defenses of the Chubb Companies, the Debtors (or, after the Effective Date, the Reorganized Debtors), or any other individual or entity, as applicable, under any Chubb Insurance Contracts; any such rights and obligations shall be determined under the applicable Assumed Chubb Insurance Contracts and applicable non-bankruptcy law; (c) nothing alters or modifies the duty, if any, that the Chubb Companies have to pay claims covered by the Assumed Chubb Insurance Contracts and the Chubb Companies' right to seek payment or reimbursement from the insureds or if not timely reimbursed, draw on any collateral or security therefor; (d) the obligations under

the Assumed Chubb Insurance Contracts shall be unimpaired and shall be continuing obligations of the Reorganized Debtors, subject to the rights and defenses of the parties under Assumed Chubb Insurance Contracts; and (e) the injunctions set forth in Article IX.H of the Plan shall not prohibit: (I) claimants with valid workers' compensation claims or direct action claims against the Chubb Companies under applicable non-bankruptcy law to proceed with their claims; (II) the Chubb Companies to administer, handle, defend, settle, and/or pay, in the ordinary course of business (A) workers' compensation claims, (B) claims where a claimant asserts a direct claim against the Chubb Companies under applicable non-bankruptcy law, or an order has been entered by the Bankruptcy Court granting a claimant relief from the automatic stay to proceed with its claim, and (C) all costs in relation to each of the foregoing; and (III) the Chubb Companies to cancel any Chubb Insurance Contracts, and take other actions relating thereto, to the extent permissible under applicable non-bankruptcy law, and in accordance with the terms of the applicable Chubb Insurance Contracts.

138. For the avoidance of doubt, (i) the Chubb Companies shall not be required to file an objection to cure amounts; (ii) the Chubb Companies shall not be "Releasing Parties" under the Plan; and (iii) the Chubb Companies shall have notice and opportunity to object (and for a hearing in the event of an objection) to Plan Supplement materials related to any rejection of the Chubb Insurance Contracts and any proposed Third-Party Sale Transaction (including any proposed assignment, rejection, cancellation or termination of any Chubb Insurance Contracts pursuant thereto, or in connection therewith), in accordance with Section 1127(b) of the Bankruptcy Code.

KK. Provisions Regarding Sureties.

139. Notwithstanding anything in the Plan or this Confirmation Order to the contrary, on the Effective Date: (i) any current surety bonds issued naming any of the Debtors as

principal, which have not been replaced or released as of the Effective Date (each, a "Surety Bond," and collectively, the "Surety Bonds"), by any surety provider (each, a "Surety," and collectively, the "Sureties") and related indemnification and collateral agreements entered into by any Debtor (collectively, the "Surety Indemnity Agreements") will be treated as Executory Contracts that have been assumed by the Reorganized Debtors under the Plan and will survive and remain unaffected by entry of this Confirmation Order; *provided*, that for avoidance of doubt, this Confirmation Order does not constitute a finding as to

whether any of the Surety Bonds or Surety Indemnity Agreements are "executory contracts" within the meaning of section 365 of the Bankruptcy Code; (ii) any bonded obligation under any Surety Bond that has not been replaced or released as of the Effective Date shall be unimpaired and a continuing obligation of the Reorganized Debtors; and (iii) any collateral of any Surety shall remain in place to secure the obligations of any of such Surety's indemnitors regardless of when the obligations arise. Upon the Effective Date, and provided that all amounts due and owing pursuant to the Surety Bonds and Surety Indemnity Agreements are satisfied, Proofs of Claim filed by a Surety on account of or in respect of any Surety Bond or Surety Indemnity Agreement, or otherwise covered by this paragraph, shall be deemed withdrawn automatically and without further notice to or action by the Bankruptcy Court and shall be expunged from the claims register. Nothing in this paragraph shall be deemed to waive any of the Debtors' or the Reorganized Debtors' rights or defenses with respect to any Claims. Nor shall this paragraph be deemed to modify the respective rights and obligations of the Sureties, Debtors, or Reorganized Debtors, as applicable, under the Surety Bonds, the Surety Indemnity Agreements, or any related collateral agreements.

140. Nothing in the Plan or this Confirmation Order, including any release or injunction provisions therein, shall be deemed to bar, impair, alter, diminish, or enlarge any of

the rights or claims of the Sureties against any non-Debtor contractual or common law indemnitors to the Sureties, and, for avoidance of doubt, Arch Insurance Company, Liberty Mutual Insurance Company, and Westchester Fire Insurance Company shall not be Releasing Parties under the Plan.

LL. Provisions Regarding Chino Basin Watermaster.

141. Notwithstanding any provision in the Plan or this Confirmation Order, the Debtors' rights to the Overlying Rights in the Chino Basin (each as defined in the Chino Basin Judgment referenced herein) remain subject to the judgment in San Bernardino County Superior Court Case No. RCV RS51010 (formerly Case No. SCV 164327) (the "Chino Basin Judgment"), including all rights and obligations set forth therein. Nothing in the Plan or this Confirmation Order precludes or enjoins the Chino Basin Watermaster, solely in its capacity as a public authority, from enforcing the Chino Basin Judgment. Nor shall anything in the Plan or this Confirmation Order divest any tribunal of any jurisdiction it may have under the Chino Basin Judgment to adjudicate any claim, liability, or defense arising under or related to the Chino Basin Judgment; provided, however, that the Bankruptcy Court retains exclusive jurisdiction to determine whether any liabilities arising under or related to the Chino Basin Judgment asserted by the Chino Basin Watermaster, solely in its capacity as a public authority, are discharged or otherwise barred by this Confirmation Order, the Plan, or the Bankruptcy Code; *provided*, *further*, that, for the avoidance of doubt, the Bankruptcy Court retains exclusive jurisdiction to hear any dispute concerning interpretation or implementation of the Plan or this Confirmation Order.

MM. Provision Regarding Union Pacific Railroad Company.

142. Nothing in the Plan or this Confirmation Order shall release, discharge, enjoin, prejudice or preclude any valid right of setoff or recoupment arising under applicable law and

held or asserted by Union Pacific Railroad Company against any of the Debtors or the Reorganized Debtors.

NN. Provision Regarding Post-Petition Interest.

143. Nothing in the Plan or this Confirmation Order shall preclude a Holder of a timely-filed Claim from asserting post-petition interest in connection therewith. Within seven (7) days of the entry of this Confirmation Order, the Debtors shall provide such Holders of timely-filed Claims with notice (the "Post-Petition Interest Notice") and an opportunity to assert post-petition interest by filing a document (the "Post-Petition Interest Request") with the Court within forty-five days of the Post-Petition Interest Notice. The Post-Petition Interest Request must set forth the requested rate of and legal basis for any alleged entitlement of post-petition interest. The Debtors reserve all rights to object to any such Claim, including in relation to post-petition interest (except for Revolving Credit Facility Claims as expressly provided for under the Plan).

OO. Provision Regarding the MDL Plaintiffs.

144. Neither the Plan nor this Confirmation Order shall not be deemed to create, enlarge, abridge, or otherwise modify the rights of create or grant the Debtors, the Reorganized Debtors, and/or their Bankruptcy Estates from seeking to estimate and/or object to any right to seek through an estimation, or other proceeding, to liquidate or determine the Claims related to the MDL Litigation, (as defined in the Stipulation Regarding Stay Relief, [Docket No. 296] ("Stay Relief Stipulation")) under section 502 of the Bankruptcy Code, and the rights and defenses of the parties MDL Plaintiffs to object to such relief are preserved and not waived with respect thereto, including without limitation the enforceability of the Stay Relief Stipulation. For the avoidance of doubt, the Plan and Confirmation Order shall not alter or impair the rights and interests of any party that did not receive notice of the bankruptcy or Bar Date in accordance

with Bankruptcy Rule 2002 and the Due Process requirements of the Constitution of the United States, and all such rights and interests are preserved.

PP. Provisions Regarding Direct Energy.

145. Notwithstanding any provision set forth in this Confirmation Order or the Plan, neither the exculpation nor the release provisions of Article IX of the Plan shall be construed to provide for a release by Direct Energy Business Marketing, LLC,(10) of any non-estate fiduciaries. Further, notwithstanding the absence of disposition or resolution of an Objection under Paragraphs I.F and II.A of this Confirmation Order, the opt out election in the objection filed by Direct Energy Business Marketing, LLC, shall be preserved, subject to the terms set forth in the preceding sentence.

QQ. Retention of Jurisdiction.

146. This Court retains jurisdiction over these Chapter 11 Cases, all matters arising out of or related to these Chapter 11 Cases and the Plan, the matters set forth in Article XII, and other applicable provisions of the Plan.

RR. Waiver of 14-Day Stay.

147. Notwithstanding Bankruptcy Rule 3020(e), this Confirmation Order is effective immediately and not subject to any stay.

SS. Post-Confirmation Modification of the Plan.

148. The Debtors are hereby authorized to amend or modify the Plan at any time prior to the substantial consummation of the Plan, in accordance with section 1127 of the Bankruptcy Code, without further order of this Court.

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(10) "Direct Energy Business Marketing, LLC" includes its current and former predecessors, successors, affiliates (regardless of whether such interests are held directly or indirectly), subsidiaries, direct and indirect equity holders, and with respect to each of the foregoing-identified entities, each of their current and former directors, officers, members, employees, partners, managers, independent contractors, agents, representatives, principals, professionals, consultants, financial advisors, attorneys, accountants, and other professional advisors

TT. Final Order.

149. This Confirmation Order is a Final Order and the period in which an appeal must be filed will commence upon entry of this Confirmation Order.

150. This Confirmation Order is effective as of December 12, 2017.

Signed: December 12, 2017

/s/ David R. Jones
DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

Exhibit A

[See Exhibit 2.1 to Current Report on Form 8-K filed herewith]

Exhibit B

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

In re:	)	Chapter 11
GENON ENERGY, INC., *et al.*,(1)	)	Case No. 17-33695 (DRJ)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No. [•]**

NOTICE OF (I) ENTRY OF ORDER CONFIRMING THE THIRD AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF GENON ENERGY, INC. AND ITS DEBTOR AFFILIATES AND (II) OCCURRENCE OF THE EFFECTIVE DATE

PLEASE TAKE NOTICE that on December [·], 2017, the Honorable David R. Jones, United States Bankruptcy Judge for the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court"), entered the *Order Confirming the Third Amended Joint Chapter 11 Plan of Reorganization of GenOn Energy, Inc. and Its Debtor Affiliates* [Docket No.

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

·] confirming the Plan(2) of the above-captioned debtors and debtors-in-possession (collectively, the "Debtors"),

PLEASE TAKE FURTHER NOTICE that the Effective Date of the Plan occurred on [·], [2018].

PLEASE TAKE FURTHER NOTICE that the Bankruptcy Court has approved certain discharge, release, exculpation, injunction, and related provisions in Article IX of the Plan.

PLEASE TAKE FURTHER NOTICE, that, pursuant to the Plan and the Confirmation Order, the deadline for filing requests for payment of Administrative Claims, other than Professional Fee Claims, shall be 30 days after the Effective Date.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Plan and the Confirmation Order, the deadline for filing requests for payment of Professional Fee Claims shall be 45 days after the Effective Date.

PLEASE TAKE FURTHER NOTICE that the Plan and its provisions are binding upon the Debtors or the Reorganized Debtors, as applicable, and any and all Holders of Claims or Interests (regardless of whether such Claims or Interests are deemed to have accepted or rejected the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, and injunctions described in the Plan, each Entity acquiring property under the Plan or the Confirmation Order, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors.

PLEASE TAKE FURTHER NOTICE that the Plan and the Confirmation Order contain other provisions that may affect your rights. You are encouraged to review the Plan and the Confirmation Order in their entirety.

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain a copy of the Confirmation Order, the Plan, the Plan Supplement, or any related documents, you should contact Epiq Bankruptcy Solutions, LLC, the Solicitation Agent retained by the Debtors in the Chapter 11 Cases (the "Solicitation Agent"), by: (a) calling the Debtors' restructuring hotline at (888) 729-1597, within the U.S. or Canada, or +1 503-597-5606 outside of the U.S. or Canada; (b) visiting the Debtors' restructuring website at: http://dm.epiq11.com/genon; (c) writing to Solicitation Agent, Attn: GenOn Solicitation, c/o Epiq Bankruptcy Solutions, LLC, 777 Third Avenue, 12th Floor, New York, NY 10017; and/or (d) emailing tabulation@epiqsystems.com and referencing "GenOn" in the subject line. You may also obtain copies of any pleadings filed in the Chapter 11 Cases for a fee via PACER at: http://www.txs.uscourts.gov.

(2) Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the *Third Amended Joint Chapter 11 Plan of Reorganization of GenOn Energy, Inc. and Its Debtor Affiliates* [Docket No. 1215] (as modified, amended, and including all supplements thereto, the "Plan").

Respectfully Submitted,

Dated: [·], [2018]

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Co-Counsel to the Debtors and Debtors in Possession

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

In re:	)	Chapter 11
GENON ENERGY, INC., *et al.*,(1)	)	Case No. 17-33695 (DRJ)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No.**

ORDER APPROVING
DEBTORS' EMERGENCY MOTION FOR ENTRY OF AN ORDER
(I) APPROVING A GLOBAL SETTLEMENT AND (II) GRANTING RELATED RELIEF

Upon the motion (the "Motion")(2) of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order"), (a) approving a global settlement (the "Settlement") by and between Debtor GenOn Energy, Inc. ("GenOn"), Debtor GenOn Americas Generation, LLC ("GAG"), and the Consenting Noteholders and

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

(2) Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

(b) granting related relief, all as more fully set forth in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order; this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.

2. This Order shall become effective only upon entry of the Confirmation Order.

3. GenOn and GAG are hereby authorized to enter into the Settlement on the terms described herein and in the Consent Agreement attached hereto as **Exhibit 1**.

4. The Holders of Allowed GAG Note Claims are granted an Administrative Claim (the "GAG Administrative Claim") against GenOn in an amount equal to the value of the treatment afforded to Holders of Allowed Class 5 GAG Notes Claims under the Plan.

5. Subpart (b) of the definition of GAG Notes Cash Pool contained in the Plan is amended as follows: (b) beginning on the date that is 180 days after the Petition Date, liquidated damages accruing at an annual rate of 9% of the aggregate principal amount of GAG Notes outstanding plus accrued interest as of the Petition Date (the "GAG Payment"), which amounts shall be payable monthly in cash in advance by no later than the first business day of each month (provided that any such liquidated damages accrued in the month of December 2017 shall be paid on January 2, 2018).

6. The GAG Administrative Claim shall be allowed irrespective of whether the Plan is consummated; *provided, however*, that such GAG Administrative Claim shall be deemed satisfied in full upon receipt by such Holders of GAG Notes Claims of the treatment afforded to Holders of Allowed Class 5 GAG Notes Claims under the Plan, provided that the liquidated damages described in paragraph 3 of this Order were paid pursuant to this Order (such payment, the "GAG Payment in Full"), whether upon consummation of the Plan or at any time before the Effective Date, and from any source, with such payment to be made by the Debtors, in consultation with the GenOn Steering Committee.

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

8. GenOn and GAG are authorized to enter into, perform, execute, and deliver all documents, and take all actions, necessary to immediately continue and fully implement the Settlement and Consent Agreement in accordance with the terms, conditions, and agreements set forth therein, all of which are hereby approved.

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

10. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon the later of its entry or the entry of the Confirmation Order.

11. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

12. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Signed: December 12, 2017

/s/ David R. Jones
DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Execution Version

CONSENT AGREEMENT

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

RECITALS

WHEREAS, the Milestones set forth in Section 4 of the Restructuring Support Agreement may be extended if agreed to in writing by counsel to the Debtors and the Required Consenting GenOn Noteholders; *provided*, that any extension of the Milestone relating to the Backstop Approval Order shall

require the agreement in writing of counsel to the Backstop Parties; *provided, further*, that any extension of the Milestones set forth in Sections 4(a)(i), (iii), (vi), and (viii) shall require the agreement in writing by counsel to the Required Consenting GAG Noteholders; and

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

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

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

AGREEMENT

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

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

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

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

September 30, 2018 (the "**Extended Outside Date**" and together with the Extended Plan Effective Date, the "**Extended Effective Dates**"); *provided*, that each of the Consenting GenOn Noteholders' and the Consenting GAG Noteholders' consent to the Extended Effective Dates is contingent upon the Bankruptcy Court's entry of (i) the 9019 Order substantially contemporaneously with the Confirmation Order no later than December 14, 2017 and (ii) entry of the Confirmation Order substantially contemporaneously with the 9019 Order, *provided*, *further*, the 9019 Order may be entered at any time prior to the Confirmation Order if the GenOn Steering Committee consents to such earlier entry."

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

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

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

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

(C) orders that, notwithstanding anything to the contrary in any other agreement or order, (i) upon entry of the 9019 Order, any consent, approval, amendment, waiver, consultation or termination rights under the Plan or the Restructuring Support Agreement granted to the Holders of GAG Notes (including, without

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limitation, in their capacity as Consenting GAG Noteholders, the GAG Steering Committee or the Requisite Consenting Noteholders, and solely with respect to their GAG Notes Claims) shall be limited to events, occurrences, or omissions in connection with or related to, including any motion filed by the Debtors or the GenOn Steering Committee seeking, (a) any alteration of the treatment afforded to Holders of Allowed Class 5 GAG Notes Claims under the Plan or the timing of the payment of any such treatment, (b) the invalidation, disallowance, subordination, or untimely payment of the liquidated damages portion, of the GAG Administrative Claim or (c) any alteration or modification to the Extended Effective Dates, (ii) the Debtors are authorized, in consultation with the GenOn Steering Committee, to make the GAG Payment in Full, upon consummation of the Plan or at any time before the Effective Date and (iii) upon the GAG Payment in Full, (x) the Holders of GAG Notes (including, without limitation, in their capacity as Consenting GAG Noteholders, the GAG Steering

Committee or the Requisite Consenting Noteholders, and solely with respect to their GAG Notes Claims) shall have no further consent, approval, amendment, waiver, consultation or termination rights under the Plan or the Restructuring Support Agreement, and (y) the GAG Escrow Amount shall be released.

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

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

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

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

[*Remainder of page intentionally left blank.*]

Debtor Signature Pages to the Consent Agreement

On behalf of Debtor GenOn Energy, Inc. and its Debtor subsidiaries

By: /s/ Mark A. McFarland
Name: Mark A. McFarland
Title: Chief Executive Officer

On behalf of Debtor GenOn Americas Generation, LLC and its Debtor subsidiaries

By: /s/ Mark A. McFarland
Name: Mark A. McFarland
Title: Chief Executive Officer

Consenting Noteholder Signature Pages on file with the GenOn Entities

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