

FORM OF PROMISSORY NOTE  
(TERM LOANS)

\$

New York, New York  
[           , 201   ]

FOR VALUE RECEIVED, TEXAS COMPETITIVE ELECTRIC HOLDINGS COMPANY LLC, a Delaware limited liability company (the "Borrower"), hereby unconditionally promises to pay to [Term Loan Lender] or its registered assign (the "Term Loan Lender"), at the Administrative Agent's office or such other place as Citibank, N.A., (the "Administrative Agent") shall have specified, in immediately available funds, in accordance with Section 2.5 of the Credit Agreement (as defined below; capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement) on the Maturity Date (a) [AMOUNT] (\$[           ]), or, if less, (b) the aggregate unpaid principal amount, if any, of all advances made by the Lender to the Borrower in respect of Term Loans pursuant to the Credit Agreement. The Borrower further promises to pay interest in like money at such office on the unpaid principal amount hereof from time to time outstanding at the rates per annum and on the dates specified in Section 2.8 of the Credit Agreement.

This promissory note (this "Promissory Note") is one of the promissory notes referred to in the Senior Secured Superpriority Debtor-in-Possession Credit Agreement, dated as of May [           ], 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Energy Future Competitive Holdings Company LLC, the Borrower, the Lenders party thereto from time to time, Citibank, N.A., as Administrative Agent and Collateral Agent and the other parties named therein. This Promissory Note is subject to, and the Term Loan Lender is entitled to the benefits of, the provisions of the Credit Agreement, and the Term Loans evidenced hereby are guaranteed and secured as provided therein and in the other Credit Documents. The Term Loans evidenced hereby are subject to prepayment prior to the Maturity Date, in whole or in part, as provided in the Credit Agreement.

All parties now and hereafter liable with respect to this Promissory Note, whether maker, principal, surety, guarantor, endorser or otherwise, hereby waive presentment, demand, protest and notice of any kind whatsoever in connection with this Promissory Note.

All payments in respect of the principal of and interest on this Promissory Note shall be made to the Person recorded in the Register as the holder of this Promissory Note, as described more fully in Section 2.5(e) of the Credit Agreement, and such Person shall be treated as the Term Loan Lender hereunder for all purposes of the Credit Agreement.

THIS PROMISSORY NOTE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK AND TO THE EXTENT APPLICABLE, THE BANKRUPTCY CODE.

*(signature page follows)*

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TEXAS COMPETITIVE ELECTRIC HOLDINGS  
COMPANY LLC

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

*[Signature Page to Term Loan Note]*

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TRANSACTIONS ON  
TERM LOAN NOTE

<u>Date</u>	<u>Amount of Term Loans Made This Date</u>	<u>Amount of Principal Paid This Date</u>	<u>Outstanding Principal Balance This Date</u>	<u>Notation Made By</u>
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FORM OF PROMISSORY NOTE  
(DELAYED-DRAW TERM LOANS)

§

New York, New York  
[           , 201   ]

FOR VALUE RECEIVED, TEXAS COMPETITIVE ELECTRIC HOLDINGS COMPANY LLC, a Delaware limited liability company (the "Borrower"), hereby unconditionally promises to pay to [Delayed-Draw Term Loan Lender] or its registered assign (the "Delayed-Draw Term Loan Lender"), at the Administrative Agent's office or such other place as Citibank, N.A., (the "Administrative Agent") shall have specified, in immediately available funds, in accordance with Section 2.5 of the Credit Agreement (as defined below; capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement) on the Maturity Date (a) [AMOUNT] (\$) [            ]), or, if less, (b) the aggregate unpaid principal amount, if any, of all advances made by the Lender to the Borrower in respect of Delayed-Draw Term Loans pursuant to the Credit Agreement. The Borrower further promises to pay interest in like money at such office on the unpaid principal amount hereof from time to time outstanding at the rates per annum and on the dates specified in Section 2.8 of the Credit Agreement.

This promissory note (this "Promissory Note") is one of the promissory notes referred to in the Senior Secured Superpriority Debtor-in-Possession Credit Agreement, dated as of May [            ], 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Energy Future Competitive Holdings Company LLC, the Borrower, the Lenders party thereto from time to time, Citibank, N.A., as Administrative Agent and Collateral Agent and the other parties named therein. This Promissory Note is subject to, and the Delayed-Draw Term Loan Lender is entitled to the benefits of, the provisions of the Credit Agreement, and the Delayed-Draw Term Loans evidenced hereby are guaranteed and secured as provided therein and in the other Credit Documents. The Delayed-Draw Term Loans evidenced hereby are subject to prepayment prior to the Maturity Date, in whole or in part, as provided in the Credit Agreement.

All parties now and hereafter liable with respect to this Promissory Note, whether maker, principal, surety, guarantor, endorser or otherwise, hereby waive presentment, demand, protest and notice of any kind whatsoever in connection with this Promissory Note.

All payments in respect of the principal of and interest on this Promissory Note shall be made to the Person recorded in the Register as the holder of this Promissory Note, as described more fully in Section 2.5(e) of the Credit Agreement, and such Person shall be treated as the Delayed-Draw Term Loan Lender hereunder for all purposes of the Credit Agreement.

THIS PROMISSORY NOTE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK AND TO THE EXTENT APPLICABLE, THE BANKRUPTCY CODE.

*(signature page follows)*

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TEXAS COMPETITIVE ELECTRIC HOLDINGS  
COMPANY LLC

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

Name:

Title:

*[Signature Page to Delayed-Draw Term Loan Note]*

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TRANSACTIONS ON  
DELAYED-DRAW TERM LOAN NOTE

<u>Date</u>	<u>Amount of Delayed-Draw Term Loans Made This Date</u>	<u>Amount of Principal Paid This Date</u>	<u>Outstanding Principal Balance This Date</u>	<u>Notation Made By</u>
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FORM OF INCREMENTAL AMENDMENT

INCREMENTAL AMENDMENT, dated as of [                      ], 201 [     ] (this "Agreement"), by and among [NEW LOAN LENDERS] (each, a "New Loan Lender" and, collectively, the "New Loan Lenders"), TEXAS COMPETITIVE ELECTRIC HOLDINGS COMPANY LLC, a Delaware limited liability company (the "Company") and CITIBANK, N.A., as Administrative Agent and as Collateral Agent.

**RECITALS:**

**WHEREAS**, reference is hereby made to the Senior Secured Superpriority Debtor-in-Possession Credit Agreement, dated as of May [     ], 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Energy Future Competitive Holdings Company LLC, the Company, the Lenders party thereto, Citibank, N.A., as Administrative Agent and Collateral Agent and the other parties named therein (capitalized terms used but not defined herein having the meaning provided in the Credit Agreement); and

**WHEREAS**, subject to the terms and conditions of the Credit Agreement, the Borrower may establish Incremental Term Loans and/or Incremental Revolving Commitment Increases by, among other things, entering into one or more Incremental Amendments with Additional Lenders and/or Lenders, as applicable;

**NOW, THEREFORE**, in consideration of the premises and agreements, provisions and covenants herein contained, the parties hereto agree as follows:

Each New Loan Lender party hereto hereby agrees to commit to provide its respective Incremental Revolving Commitment Increase (in the case of each New Loan Lender that is providing a portion of the Incremental Revolving Commitment Increase (each, an "Incremental Revolving Commitment Increase Lender")) and/or Incremental Term Loans (in the case of each New Loan Lender that is lending Incremental Term Loans (each, an "Incremental Term Loan Lender")), as set forth on Schedule A annexed hereto, on the terms and subject to the conditions set forth below.

Each New Loan Lender (i) confirms that it has received a copy of the Credit Agreement and the other Credit Documents and the exhibits thereto, together with copies of the financial statements referred to therein and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Agreement; (ii) agrees that it will, independently and without reliance upon the Administrative Agent or any other New Loan Lender or any other Lender or Agent and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement; (iii) appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers

under the Credit Agreement and the other Credit Documents as are delegated to the Administrative Agent by the terms thereof, together with such powers as are reasonably incidental thereto; and (iv) agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Credit Agreement are required to be performed by it as an Incremental Term Loan Lender and/or Incremental Revolving Commitment Increase Lender, as the case may be.

Each New Loan Lender hereby agrees to make its respective Commitment on the following terms and conditions: <sup>1</sup>

1. **Applicable Margin.** The Applicable ABR Margin or Applicable LIBOR Margin, as applicable, for each Incremental Term Loan and/or Incremental Revolving Commitment Increase shall mean, as of any date of determination, [          ] % per annum] [the applicable percentage per annum as set forth below [based on the Consolidated Superpriority Secured Net Debt to Consolidated EBITDA Ratio in effect on such date: <sup>2</sup>

	<u>[Incremental Term Loans][Incremental Revolving Credit Increases]</u>	
Consolidated Superpriority Secured Net Debt to Consolidated EBITDA Ratio <hr style="width: 50%; margin: 0 auto;"/> :	<u>LIBOR Loans</u>	<u>ABR Loans</u>
	%	%

2. **[Principal Payments.** The Borrower shall make principal payments on the Incremental Term Loans in installments on the dates and in the amounts set forth below:]

(A) <u>Payment Date</u>	(B) <u>Scheduled Repayment of Incremental Term Loans</u>
	\$
	\$
	\$
	\$
	\$
	\$
	\$

<sup>1</sup> Insert completed items 1-7 as applicable, with respect to Incremental Term Loans and/or Incremental Revolving Commitment Increases with such modifications as may be agreed to by the parties hereto to the extent consistent with the Credit Agreement.  
<sup>2</sup> Include reserve amount if applicable.





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9. **Borrower's Certifications.** By its execution of this Agreement, the undersigned hereby certifies, on behalf of the Borrower and not in his/her individual capacity, that:
- (a) The representations and warranties contained in the Credit Agreement and the other Credit Documents are true and correct in all material respects on and as of the date hereof to the same extent as though made on and as of the date hereof, except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties were true and correct in all material respects on and as of such earlier date; and
  - (b) No event has occurred and is continuing or would result from the consummation of the proposed Borrowing contemplated hereby that would constitute a Default or an Event of Default.
10. **Borrower Covenants.** By its execution of this Agreement, the Borrower hereby covenants that:
- (a) [The Borrower shall make any payments required pursuant to Section 2.11 of the Credit Agreement in connection with the Incremental Revolving Commitment Increase;]<sup>4</sup> and
  - (b) Set forth on the attached Officers' Certificate are the calculations (in reasonable detail) demonstrating compliance with the financial covenant set forth in Section 10.9 of the Credit Agreement for the most recently ended Fiscal Quarter.
11. **Notice.** For purposes of the Credit Agreement, the initial notice address of each New Loan Lender shall be as set forth below its signature below.
12. **Tax Forms.** For each relevant New Loan Lender, delivered herewith to the Administrative Agent are such forms, certificates or other evidence with respect to United States federal income tax withholding matters as such New Loan Lender may be required to deliver to the Administrative Agent pursuant to Section 5.4(c) and/or Section 5.4(e) of the Credit Agreement.
13. **Recordation of the New Loans.** Upon execution and delivery hereof, the Administrative Agent will record the Incremental Term Loans and/or Revolving Credit Loans pursuant to an Incremental Revolving Commitment Increase, as the case may be, made by each New Loan Lender in the Register.
14. **Amendment, Modification and Waiver.** This Agreement may not be amended, modified or waived except by an instrument or instruments in writing signed and delivered on behalf of each of the parties hereto.

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<sup>4</sup> Select this provision in the circumstance where the Lender is an Incremental Revolving Commitment Increase Lender.

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15. **Entire Agreement.** This Agreement, the Credit Agreement and the other Credit Documents constitute the entire agreement among the parties with respect to the subject matter hereof and thereof and supersede all other prior agreements and understandings, both written and verbal, among the parties or any of them with respect to the subject matter hereof.
  16. **GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK AND TO THE EXTENT APPLICABLE, THE BANKRUPTCY CODE.**
  17. **Severability.** Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as would be enforceable.
  18. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, each of the undersigned has caused its duly authorized officer to execute and deliver this Incremental Amendment as of the date first set forth above.

**[NAME OF NEW LOAN LENDER]**

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

Name:

Title:

Notice Address:

Attention:

Telephone:

Facsimile:

TEXAS COMPETITIVE ELECTRIC HOLDINGS  
COMPANY LLC

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

Name:

Title:

*[Signature Page to Incremental Amendment]*

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Consented to by:

CITIBANK, N.A., as Administrative Agent

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

Name:

Title:

*[Signature Page to Incremental Amendment]*



FORM OF NON-U.S. LENDER CERTIFICATION

Reference is hereby made to the Senior Secured Superpriority Debtor-in-Possession Credit Agreement dated as of May [ ], 2014 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among ENERGY FUTURE COMPETITIVE HOLDINGS COMPANY LLC, a Delaware limited liability company ("Holdings"), TEXAS COMPETITIVE ELECTRIC HOLDINGS COMPANY LLC, a Delaware limited liability company (the "Borrower"), the lending institutions from time to time parties thereto (each a "Lender" and, collectively, the "Lenders") and Citibank, N.A., as Administrative Agent and Collateral Agent. Pursuant to the provisions of Section 5.4(e) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) it is not a "bank" as such term is used in Section 881(c)(3)(A) of the Internal Revenue Code of 1986, as amended, (the "Code"), (iii) it is not a ten percent shareholder of the Borrower within the meaning of Code Section 871(h)(3)(B), (iv) it is not a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code, and (v) no interest payments in connection with the Credit Documents are effectively connected with the undersigned's conduct of a U.S. trade or business.

The undersigned has furnished the Administrative Agent with a certificate of its non-U.S. person status on Internal Revenue Service Form W-8BEN. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall so inform the Borrower and the Administrative Agent in writing within 30 days of such change and (2) the undersigned shall furnish the Borrower and the Administrative Agent a properly completed and currently effective certificate in either the calendar year in which payment is to be made by the Borrower to the undersigned, or in either of the two calendar years preceding such payment.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF LENDER]

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

Date: , 201[ ]

INITIAL BUDGET

[See attached]



TEXAS COMPETITIVE ELECTRIC HOLDINGS COMPANY LLC ("TCHEH")

DPP Budget

\$ in millions

Month Ending Month In	6/31/14	6/30/14	7/31/14	8/31/14	9/30/14	10/31/14	11/30/14	12/31/14	1/31/15	2/28/15	3/31/15	4/30/15	5/31/15	6/30/15	7/31/15	8/31/15	9/30/15	10/31/15	11/30/15	12/31/15	1/31/16	2/29/16	3/31/16	4/30/16	5/31/16	Total	
Bankruptcy	0	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	
Illustrated Free Cash Flow																											
Open EBITDA	\$123	\$170	\$220	\$241	\$162	\$58	\$79	\$125	\$156	\$131	\$78	\$79	\$116	\$169	\$227	\$270	\$181	\$48	\$38	\$113	\$144	\$123	\$81	\$33	\$124	\$3,339	
Hedge Value(1)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	
Cash Impacts of Adjustments to EBITDA	(1)	(9)	(1)	(1)	(3)	(1)	(1)	(3)	(2)	(3)	(6)	(2)	(2)	(10)	(1)	(4)	(1)	(1)	(2)	(1)	(1)	(1)	(1)	(1)	(1)	(54)	
Capital Expenditures	\$121	\$161	\$219	\$240	\$159	\$57	\$79	\$122	\$154	\$128	\$72	\$77	\$114	\$159	\$226	\$269	\$177	\$47	\$87	\$109	\$144	\$122	\$80	\$32	\$123	\$3,276	
Working Capital	\$96	\$161	\$76	(3)	30	100	(7)	(27)	(78)	57	11	23	(24)	(25)	(94)	(41)	56	119	(14)	(23)	(21)	30	3.5	60	(98)	(121)	
Margin Deposits	(30)	(23)	(30)	(30)	(29)	(29)	(24)	(2)	(9)	(9)	(0)	(0)	(0)	0	(5)	(9)	(0)	(0)	(0)	0	0	0	0	0	0	(285)	
Other Cash Flow Items	(6)	25	(4)	(10)	45	5	0	3.6	(65)	(38)	12	(25)	6	3.2	(15)	0	20	0	7	3.0	(7.3)	(4.3)	16	(3.1)	3	(26)	
External Tax Payments to EBIT Corp.	(27)	(0)	(0)	(3)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(25)	(0)	(0)	(3)	(0)	(0)	(0)	(0)	0	0	0	0	0	(23)	(8)
Unlevered Free Cash Flow	(395)	\$77	\$19	\$137	\$153	\$88	\$1	\$47	(\$37)	\$108	\$63	\$34	\$12	\$90	\$42	\$188	\$229	\$130	\$44	\$56	\$20	\$48	\$93	\$39	\$70	\$1,524	
Ch. II Adjustments																											
Margin Deposits Adjustment (2)	30	28	38	38	29	29	28	2	0	0	0	0	0	(0)	0	0	0	0	0	(0)	(0)	0	(0)	(0)	(0)	205	
Payments to Structurally Senior Creditors (3)	(102)	(102)	(182)	(103)	(102)	(103)	(103)	(104)	(104)	(105)	(106)	(107)	(108)	(110)	(111)	(113)	(115)	(116)	(119)	(121)	(122)	(125)	(127)	(129)	(131)	(2,790)	
BRC Mine Reclamation Bond	(1)	(4)	(11)	(8)	(3)	(1)	(0)	(12)	(7)	(0)	(3)	(0)	(0)	(4)	(11)	(0)	(3)	(0)	(0)	(13)	(3)	(0)	(3)	(0)	(0)	(83)	
LUME and L/C Collateral / Utility Adequate Assurance (4)	(910)	(300)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	(1,100)	
Professional Fees / Financing / Business Impacts / Other (5)	(149)	(105)	(21)	(20)	(31)	(29)	(28)	(27)	(28)	(27)	(28)	(27)	(27)	(27)	(27)	(29)	(28)	(28)	(28)	(27)	(28)	(28)	(28)	(28)	(28)	(29)	(908)
DPP Facility Financing	1,079	2,515	94	(35)	(37)	24	112	83	183	34	83	112	134	62	108	(36)	(72)	25	114	118	148	96	79	133	270	4,462	
DP Facility Interest	(5)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(15)	
Release of Restricted Cash	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	
Total Ch. II Adjustments	(854)	(577)	(619)	(613)	(615)	(628)	(61)	(657)	(537)	(518)	(663)	(534)	(612)	(590)	(512)	(621)	(518)	(621)	(518)	(621)	(518)	(621)	(518)	(621)	(518)	(621)	
Total Cash Flow	(519)	\$--	\$--	\$--	\$--	\$--	\$--	\$--	\$--	\$--	\$--	\$--	\$--	\$--	\$--	\$--	\$--	\$--	\$--	\$--	\$--	\$--	\$--	\$--	\$--	\$--	
Beginning Cash Balance (7)	251	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	
Total Cash Flow	(151)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	(151)	
Ending Cash Balance	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	
Total Liquidity																											
DPP Facility Resolving Facility Availability	154	1,481	1,787	1,822	1,819	1,836	1,724	1,641	1,457	1,423	1,340	1,229	1,095	1,033	922	994	969	856	738	592	494	415	282	13	13		
L/C Resolved Cash Availability	300	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	
Plus: Ending Cash Balance	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	
Total Available Liquidity	\$454	\$2,831	\$3,037	\$3,072	\$3,109	\$3,086	\$2,974	\$2,791	\$2,707	\$2,673	\$2,590	\$2,479	\$2,345	\$2,283	\$2,136	\$2,172	\$2,244	\$2,219	\$2,165	\$2,081	\$2,042	\$2,042	\$2,042	\$2,042	\$2,042	\$2,042	
Unavailable Unencumbered Cash	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	

Notes:

- (1) Reflects removal of benefits of gas hedges totaling \$391m for the May 2014—December 2014 time period.
- (2) Reflects reversal of all margin deposit activity related to gas hedges totaling \$206m for the May 2014—December 2014 time period.
- (3) Assumes L + [4.5]%(1-month LIBOR curve) on principal amount of all first lien debt, as well as retirement of accrued and unpaid first lien interest expense as of April 30, 2014.
- (4) Includes debt service payments related to capital leases and other structurally senior debt.
- (5) Combination of collateral for LUME trading parties and L/C cash collateral, as well as adequate assurance for utility providers.
- (6) Payment of professional fees subject to Court approval.
- (7) Cash balance net of \$150m adjustment to account for Unavailable Unencumbered cash.

FORM OF INTERIM ORDER

[Sec attached]