

Dynergy Section 6.3	6.3 If any new Tax is imposed for which either Party is responsible, (a) if such new Tax can be passed by Buyer to another Person or entity, Buyer shall pay, cause to be paid or reimburse Seller for such new Tax; and (b) if (a) above does not apply, the Party affected by the new Tax ("New Tax Affected Party") may require the other Party to enter into good faith negotiations to apportion liability for the new Tax equitable between the Parties. If, after fifteen (15) Business Days the Parties are unable to resolve the issue, the New Tax Affected Party may declare an Early Termination Date.
Reliant Section 2.9	Add Events of Default Section
Dynergy 10.1, -- 10.5	<p>"10.1. When reasonable grounds for insecurity of payment or title to the Gas arise, either Party (the "Demanding Party") may demand adequate assurance of performance from the other Party (the "Debtor Party"). Adequate assurance shall mean sufficient security in the form and for the term reasonably specified by the Demanding Party party-demanding assurance, including, but not limited to, a standby irrevocable letter of credit, a prepayment, a security interest in an asset acceptable to the Demanding Party or a performance bond or guarantee by a creditworthy entity. In the event either party shall (i) make an assignment or any general arrangement for the benefit of creditors; (ii) default in the payment obligation to the other party; (iii) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; (iv) otherwise become bankrupt or insolvent (however evidenced); or (v) be unable to pay its debts as they fall due; then the other party shall have the right to either withhold and/or suspend deliveries or payment, or terminate the Contract without prior notice, in addition to any and all other remedies available hereunder. Seller may immediately suspend deliveries to Buyer hereunder in the event Buyer has not paid any amount due Seller hereunder on or before the second day following the date such payment is due.</p> <p>10.2 At any time after the Debtor Party has provided security to the Demanding Party, the Debtor Party may by written notice, accompanied by such supporting information as the Debtor Party deems appropriate, request that the Demanding Party withdraw and terminate its demand for security for the Debtor Party's performance. The Demanding Party shall thereupon determine, in the exercise of its good faith judgment, based upon the information provided by the Debtor Party in support of such request, whether or not the Demanding Party any longer has reasonable grounds for insecurity with respect to the Debtor Party's performance under this Contract. If the Demanding Party determines that such reasonable grounds no longer exist, the Demanding Party shall promptly so notify the Debtor Party in writing and permit the Debtor Party to cancel any then outstanding security.</p> <p>10.3 If the Demanding Party permits the Debtor Party to cancel any security provided by the Debtor Party pursuant to this Section 10, such cancellation shall not preclude the Demanding Party from later demanding security for the Debtor Party's performance, should the Demanding Party again in its good faith opinion believe itself insecure with respect to the Debtor Party's performance.</p> <p>10.4 Failure of the Debtor Party to provide security for its performance within five (5) Business Days of receipt of the Demanding Party's written request therefor, unless such request has been withdrawn, shall be grounds for the Demanding Party to suspend performance under this Contract five (5) Business Days after the Debtor Party's receipt of written notice of such suspension</p>

	<p>provided, however, that if the Debtor Party demonstrates to the Demanding Party that it is diligently seeking the requested security and the Demanding Party, in its sole discretion, is satisfied with the Debtor Party's efforts to obtain the requested security, then the Demanding Party agrees to forbear any such suspension for up to an additional thirty (30) Days.</p> <p>10.5 If, during the term of this Contract, (a) Buyer fails to pay any amounts required under this Contract or (b) either Party, in its sole judgment reasonably exercised, determines that the creditworthiness or financial responsibility of the other Party has become impaired or unsatisfactory, or is otherwise insufficient to support the exposure (the "Mark-to Market Exposure") resulting from the differences between a fixed price and the relevant market prices (based upon the NYMEX Gas Futures curve and/or quotations from leading dealers in Gas swap contracts) for Gas to be delivered during the remaining term of any Transaction under this Contract; then Seller or Buyer (as applicable) may, upon written notice to the other Party, request other security as contemplated in this Section 10 (such as a letter of credit, guarantee, or in the case of any Transactions with a fixed price, performance assurance margin (cash or cash equivalent collateral) equal to the Mark-to-Market Exposure from time to time in effect) satisfactory to the requesting Party."</p>
<p>Dynegy Section 13.6</p>	<p>"13.6. This Contract and all provisions herein will be subject to all applicable and valid statutes, rules, orders and regulations of any Federal, State, or local governmental authority having jurisdiction over the parties, their facilities, or Gas supply, this Contract or Transaction Confirmation or any provisions thereof. If any provision of this Contract is held to be illegal, invalid, or unenforceable under the present or future laws effective during the term of this Contract and such invalidity or unenforceability has or would have a material and substantial negative impact on the rights, duties or obligations of either Party, then the Parties shall meet to determine if such negative impact can be eliminated or mitigated. If such negative impact cannot be eliminated or mitigated to the satisfaction of the Party affected thereby, that Party shall have the right to terminate this Contract. Notwithstanding the foregoing, any Firm Transaction affected with the termination of this Contract shall be designated as an Event of Default and terminated in accordance with the procedures of Section 3."</p>