

If to the Guarantor, to it at:

[

]

with a copy to:

[

]

and

[

]

If to the Company, to it at:

[

]

with a copy to:

[

]

and

[

]

or to such other persons or addresses as may be designated in writing by the party to receive such notice as provided above. Any notice, request, instruction or other document given as provided above shall be deemed given to the receiving party upon actual receipt, if delivered personally; three business days after deposit in the mail, if sent by registered or certified mail; upon confirmation of successful transmission if sent by facsimile (provided that if given by facsimile such notice, request, instruction or other document shall be followed up within one business day by dispatch pursuant to one of the other methods described herein); or on the next business day after deposit with an overnight courier, if sent by an overnight courier.

13. **GOVERNING LAW AND VENUE; WAIVER OF JURY TRIAL.**

(a) **THIS LIMITED GUARANTY SHALL BE CONSTRUED, PERFORMED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT SUCH PRINCIPLES OR RULES WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.** The parties consent to exclusive jurisdiction in the United States District Court for the Southern District of New York (and any courts from which appeals from judgments of that court are heard) as to any dispute or claim as to which there is subject matter jurisdiction in that court and, for all other disputes or claims, the parties consent to exclusive jurisdiction in the Supreme Court of the State of New York, New York County (and any courts from which appeals from judgments of that court are heard). Each of the parties hereto agrees that a final judgment (subject to any appeals therefrom) in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each of the parties hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Limited Guaranty or the transactions contemplated hereby in any New York State or Federal court in accordance with the provisions of this Section 13(a). Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. Each of the parties hereto hereby irrevocably and unconditionally consents to service of process in the manner provided for notices in Section 12. Nothing in this Limited Guaranty will affect the right of any party hereto to serve process in any other manner permitted by law.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS LIMITED GUARANTY IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS LIMITED GUARANTY, OR THE TRANSACTIONS CONTEMPLATED BY THIS LIMITED GUARANTY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) EACH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (iv) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS LIMITED GUARANTY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 13.

14. Representations and Warranties. The Guarantor hereby represents and warrants to the Company that (a) it has all requisite [corporate][limited liability company][limited partnership] power and authority to execute, deliver and perform this Limited Guaranty; (b) the execution, delivery and performance of this Limited Guaranty by the Guarantor has been duly and validly authorized and approved by all necessary [corporate][limited liability company][limited partnership] action and no other [corporate][limited liability company][limited partnership] proceedings or actions on the part of the Guarantor are necessary therefor; (c) this Limited Guaranty has been duly and validly executed and delivered by it and constitutes a valid and legally binding obligation of it, enforceable against the Guarantor in accordance with its terms, subject to the Bankruptcy and Equity Exception; (d) the execution, delivery and performance by the Guarantor of this Limited Guaranty do not and will not (i) violate the organizational documents of the Guarantor, (ii) violate any applicable Law or judgment or (iii) result in any violation of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to the loss of any benefit under, any material Contract to which the Guarantor is a party; and (e) the Guarantor has the financial capacity to pay and perform its obligations under this Limited Guaranty, and all funds necessary for the Guarantor to fulfill its obligations under this Limited Guaranty shall be available to the Guarantor for so long as this Limited Guaranty shall remain in effect in accordance with Section 8 hereof.

15. No Assignment. Neither the Guarantor nor the Company may assign its rights, interests or obligations hereunder to any other Person (except by operation of Law) without the prior written consent of the Company (in the case of an assignment by the Guarantor) or the Guarantor (in the case of an assignment by the Company); provided, however, that if a portion of the Guarantor's commitment under its Equity Financing Commitment is assigned in accordance with the terms thereof, then a corresponding portion of its obligations hereunder may be assigned to the same assignee;

provided that any such assignment will not relieve the Guarantor of its obligations hereunder.

16. Severability. Any term or provision of this Limited Guaranty that is invalid or unenforceable in any situation in any jurisdiction will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction; provided, however, that this Limited Guaranty may not be enforced by or on behalf of the Company with respect to the Guaranteed Obligations without giving effect to the limitation of the amount payable hereunder to the Maximum Amount provided in Section 1 hereof and to the provisions of Sections 5 and 7 hereof. No party hereto shall assert, and each party shall cause its respective affiliates not to assert, that this Limited Guaranty or any part hereof is invalid, illegal or unenforceable.

17. Headings. The headings contained in this Limited Guaranty are for convenience purposes only and will not in any way affect the meaning or interpretation hereof.

IN WITNESS WHEREOF, the undersigned have executed and delivered this  
Limited Guaranty as of the date first written above.

TXU CORP.

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

[GUARANTOR]

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

Name:

Title:

EXECUTION COPY  
CONFIDENTIAL

**COMPANY DISCLOSURE LETTER**

**INTRODUCTION**

This COMPANY DISCLOSURE LETTER (this "Disclosure Letter") is being delivered by TXU Corp. (the "Company") in connection with the Agreement and Plan of Merger (the "Agreement"), dated as of February 25, 2007, among the Company, Texas Energy Future Holdings Limited Partnership, a Delaware limited partnership ("Parent"), and Texas Energy Future Merger Sub Corp., a Texas corporation and a wholly-owned subsidiary of Parent ("Merger Sub"). Unless the context otherwise requires, all capitalized terms used herein shall have the meaning ascribed to them in the Agreement.

No reference to or disclosure of any item or other matter in this Disclosure Letter shall be construed as an admission, representation or indication that such item or other matter is "material" to the Company and its Subsidiaries or is reasonably likely to have a "Company Material Adverse Effect," that such item or other matter is required to be referred to or disclosed in this Disclosure Letter or that such item or matter or similar items or matters are outside of the ordinary course of business or inconsistent with past practice. No disclosure in this Disclosure Letter relating to any possible breach or violation of any Law or Contract shall be construed as an admission or indication that any such breach or violation exists or has actually occurred.

Unless otherwise indicated herein, all section references are to Sections of the Agreement. Any matter set forth under any item in any section or subsection of this Disclosure Letter shall be deemed disclosure with respect to any other section or subsection to which the relevance of such item is reasonably apparent, provided that no such disclosure shall be deemed to qualify Section 5.1(f)(i) or Section 6.1 unless expressly set forth in Section 5.1(f)(i) or Section 6.1, as applicable, of this Disclosure Letter.

The headings to each section and subsection included in this Disclosure Letter are inserted for convenience only and shall not create a different standard for disclosure than the language set forth in the Agreement.

In disclosing the information in this Disclosure Letter, the Company expressly does not waive any attorney-client privilege associated with such information or any protection afforded by the work-product doctrine with respect to any of the matters disclosed or discussed herein.

The information contained in this Disclosure Letter is in all respects subject to the Confidentiality Agreement.

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**Section 5.1(a)**  
**Organization, Good Standing and Qualification**

**Material Adverse Effect**

Actions taken in connection with and the results and effects of, the proposals and modifications to the Company's business described in Sections 1 and 2 of Part I of Section 6.1(a) and in Section 6.5 of this Company Disclosure Letter shall not constitute a Company Material Adverse Effect or be taken into account in determining whether there has been or is a Company Material Adverse Effect.

**Section 5.1(b)**  
**Capital Structure**

- (i)
1. The calculation of shares issuable pursuant to the TXU Corp. 2005 Omnibus Incentive Plan and the TXU Corp. Long-Term Incentive Plan is based on a full payout (i.e., 200% for certain awards, 175% for other awards) (and also includes 400,149.610 deferred shares for C. John Wilder and 147,177.112 deferred shares for Tom Baker under such plans).
  2. See Item 4(a) of Section 6.1(a)(xviii) of this Disclosure Letter.

(ii)  
**Subsidiaries:**

**TXU Corp.**

NCA Development Company LLC  
TXU Asset Services Company LLC  
TXU Asset Services Group Management Company LLC  
TXU Asset Services Group Investment Company LLC  
InfrastruX Energy Services Group LP  
InfrastruX Energy Services BPL LP  
InfrastruX Energy Services Investment LLC  
InfrastruX Energy Services LP  
TXU Australia (No. 2) Holdings Company  
Akard Street Holdings Company  
TXU Development Holdings Company  
TXU Generation Development Company II LLC  
Hazlebrook Generation Company LLC  
Shamokin Generation Company LLC  
TXU Electric Delivery Company  
TXU Electric Delivery Transition Bond Company LLC  
TXU Electric Delivery Property Company LLC  
TXU Utility Services Management Company LLC  
TX Utility Services LP  
TXU Mineral Investment Company I LLC  
TXU Mineral Management Company I LLC  
TXU Mineral Development Company I LP  
TXU Generation Development Company LLC  
TXU Sandow Investment Company LLC  
TXU Sandow Management Company LLC  
TXU Sandow Development Company LP  
TXU US Holdings Investment Company LLC

TXU US Holdings Company  
TXU Fuel Company  
TXU Energy Holdings Company  
TXU Enterprise Holdings Company LLC  
TXU Collin Company LLC  
TXU Valley Company, LLC  
NCA Resources Investment Company LLC  
TXU Mineral Development Company II LP  
NCA Resources Management Company LLC  
NCA Resources Development Company LP  
TXU Mining Services Company  
TXU Power Services Company  
TXU Retail Services Company  
TXU Wholesale Services Company  
TXU Energy Company LLC  
TXU Big Brown Management Company LLC  
TXU Big Brown Company LP  
TXU Big Brown Lignite Management Company LLC  
TXU Big Brown Lignite Company LP  
TXU DeCordova Management Company LLC  
TXU DeCordova Company LP  
TXU Tradinghouse Management Company LLC  
TXU Tradinghouse Company LP  
TXU Generation Management Company LLC  
TXU Generation Company LP  
Valley Power Company LLC  
Fuelco LLC  
TXU Renewables Investment Company LLC  
TXU Renewables Management Company LLC  
TXU Renewables Company LP  
TXU Generation Services Company  
Oak Grove Management Company LLC  
TXU Energy Investment Company LLC  
TXU Energy Finance Company LLC  
TXU Mining Management Company LLC  
TXU Mining Company LP  
TXU Big Brown Mining Management Company LLC  
TXU Big Brown Mining Company LP  
Oak Grove Mining Company LLC  
Oak Grove Power Company LLC  
Lake Creek 3 Power Company LLC  
Monticello 4 Power Company LLC  
Martin Lake Power Company LLC  
Morgan Creek Power Company LLC

Big Brown 3 Power Company LLC  
Tradinghouse 3 & 4 Power Company LLC  
TXU SESCO Company LLC  
    TXU SESCO Energy Services Company  
TXU Energy Retail Management Company LLC  
    TXU Energy Retail Company LP  
TXU Portfolio Optimization Company LLC  
    TXU Portfolio Management Company LP  
        TXU Energy Trading (California) Company  
        TXU Energy Trading Canada Limited  
        TXU ET Services Company  
TXU Energy Solutions Investment Company LLC  
TXU Energy Solutions Management Company LLC  
    TXU Energy Solutions Company LP  
        TXU Chilled Water Solutions Company  
        TXU SEM Company  
Wichita/Victory Ave. LLC  
Mustang Resources Portfolio Management Company LLC  
TXU Industries Company LLC  
    TXU Properties Company  
    TXU Development Company  
National Pipeline Company  
TXU Holdings Company  
    Communications License Holdings I, Inc  
TXU Investment Company  
    Pinnacle One GP, LLC  
        Pinnacle One Partners, L.P.  
        Pinnacle I, Inc.  
Basic Resources Inc.  
TXU Receivables Company  
TXU Finance (No. 2) Holdings Company  
TXU Vermont Insurance Company  
TXU Business Services Company  
    TXU CG Management Company LLC  
        TXU CG Holdings Company LP  
LSGT Investment Company LLC  
LSGT Management Company LLC  
    LSGT Gas Company LP  
        LSGT Processing Company  
        Lone Star Energy Services, Inc.  
        Oncor Utility Solutions (Texas) Company  
        Oncor Utility Solutions (North America) Company  
        ENS Holdings I, Inc.  
        ENS Holdings II, Inc.

-6-

ENS Holdings Limited Partnership  
LSGT SACROC, Inc.  
ECC Holdings, Inc.  
Ebasco Services of Canada Limited  
EECI, Inc.  
Enserch Finance N.V.  
LSGT Finance (II), Inc.  
LSGT House, Inc.  
LSGT International Investments Limited  
Humphreys & Glasgow Limited  
Lavair Cogeneration Limited Partnership  
PDH I Holding Company, Inc.

Subsidiaries that are not wholly owned:

1. TXU US Holdings Company (788.25 shares of \$4.56 (Texas Power Series) Preferred Stock outstanding, 7 of which are owned by Shari Joyce Poole and 781.25 of which are owned by Robert J. Reger, Jr.)
2. Fuelco LLC (4% of membership interests are owned by Union Electric Company d/b/a AmerenUE and 4% of membership interests are owned by Pacific Energy Fuels Company)
3. LSGT SACROC, Inc. (11 shares of preferred stock outstanding, 10 of which are owned by ESICORP, Inc. (which was dissolved in 2002), ½ share was/is owned by Ellenore K. Baker and ½ share was/is owned by Kirk Baker)

The Joint Ventures are as follows:

1. Current Communications Group LLC
2. At the closing of the Infrastrux transaction, Infrastrux Energy Services Group LP will cease to be a Subsidiary of the Company and will be contributed to IES Group LP, a 50/50 joint venture with Infrastrux Energy Group.
3. ICMC Power Consortium, Inc.

**Section 5.1(d)**  
**Governmental Filings; No Violations; Certain Contracts**

**Section 5.1(d)(i)**  
**Governmental Filings; No Violations**

Notices are required with respect to the following TXU Electric Delivery city franchise agreements in connection with an indirect change in control of TXU Electric Delivery:

1. Tyler
2. Waco

In addition to the foregoing, which are the required filings, the Company will also report the transaction to the PUCT, as described in section 14.101(b) of PURA, within thirty days after closing.

In addition, the following filings will be made with the PUCT, to the extent applicable:

1. Change in organizational structure of REP (30 days after change). PUC Subst. R. 25.107(i)(5)
2. Change in name/type of business of power marketer (30 days after change). PUC Subst. R. 25.105(c)(1)
3. Change in name/type of business of power generator or corporate parent (45 days after change). PUC Subst. R. 25.109(h)

**Section 5.1(d)(ii) Certain Contracts**

**CREDIT DOWNGRADE EVENT**

The following documents contain a provision pursuant to which a downgrade in the Company's or, as applicable, Subsidiaries' credit rating would be an Event of Default if adequate assurances of the Company's or, as applicable, its Subsidiaries' ability to perform its or their obligations are not provided under certain circumstances, the financing of the transactions contemplated by the Merger Agreement could result in such a downgrade:

**ISDA Agreements:**

1. ISDA Master Agreement, dated July 31, 2003, between [REDACTED] and TXU Portfolio Management Company LP
2. ISDA Master Agreement, dated August 6, 2002, between [REDACTED] and TXU Energy Trading Company LP
3. ISDA Master Agreement, dated February 15, 2002, between [REDACTED] and TXU Energy Trading Company LP
4. ISDA Master Agreement, dated April 30, 2002, between TXU Energy Trading Company LP and [REDACTED]
5. ISDA Master Agreement, dated June 1, 1998, between [REDACTED] and Enserch Energy Services, Inc.
6. ISDA Master Agreement, dated February 1, 2002, between [REDACTED] and TXU Energy Trading Company LP
7. ISDA Master Agreement, dated January 1, 2002, between [REDACTED] and TXU Energy Trading Company LP
8. ISDA Master Agreement dated as of June 1, 2002, between [REDACTED] and TXU Energy Trading Company LP
9. ISDA Master Agreement dated as of May 24, 1999, between [REDACTED] and TXU Energy Trading Company
10. ISDA Master Agreement dated as of May 1, 2002, between [REDACTED] and TXU Energy Trading Company, LP
11. ISDA Master Agreement dated as of September 1, 2001, between [REDACTED] and TXU Energy Trading Company
12. ISDA Master Agreement dated November 1, 2004, between [REDACTED] and TXU Portfolio Management Company LP
13. ISDA Master Agreement dated as of January 1, 2002, between [REDACTED] and TXU Energy Trading Company LP
14. ISDA Master Agreement dated as of January 1, 2002, between [REDACTED] and TXU Energy Trading Company LP

15. ISDA Master Agreement dated as of February 1, 2005, between [REDACTED] and TXU Portfolio Management Company LP
16. ISDA Master Agreement dated as of April 1, 1997, between [REDACTED] and TXU Energy Trading Company
17. ISDA Master Agreement dated as of March 1, 1998, between TXU Energy Trading Company and [REDACTED]
18. ISDA Master Agreement dated as of July 31, 2003, between [REDACTED] and TXU Portfolio Management Company LP
19. ISDA Master Agreement dated as of Nov. 1, 2000, between [REDACTED] and TXU Energy Trading Company LP, as amended by Amendment dated as of April 1, 2006 and Second Amendment dated as of July 1, 2006
20. ISDA Master Agreement dated as of October 1, 2002, between [REDACTED] and TXU Energy Trading Company LP
21. ISDA Master Agreement dated as of September 1, 2006, between [REDACTED] and TXU Portfolio Management Company LP (as novated pursuant to Novation between [REDACTED] as transferor, [REDACTED] as transferee)
22. ISDA Master Agreement dated as of March 1, 2003, between [REDACTED] and TXU Energy Trading Company LP

Coal Agreements:

1. Master Coal Purchase and Sale Agreement, dated November 19, 2003, between [REDACTED] and TXU Generation Company LP
2. Wholesale Coal Executive Contract Brief, dated March 15, 2004, between TXU Portfolio Management Company LP and [REDACTED]
3. Wholesale Coal Executive Contract Brief, dated November 1, 2003, between TXU Portfolio Management Company LP and [REDACTED]
4. Master Coal Purchase and Sale Agreement, dated December 8, 2003, between [REDACTED] and TXU Portfolio Management Company LP
5. Master Coal Purchase and Sale Agreement, dated December 8, 2003, between [REDACTED] and TXU Portfolio Management Company LP
6. Master Coal Purchase and Sale Agreement, dated September 1, 2006, between [REDACTED] as agent for the [REDACTED] and TXU Portfolio Management Company LP



7. Master Coal Purchase and Sale Agreement, dated May 27, 2003, between TXU Portfolio Management Company LP and [REDACTED]
8. Purchase and Sale of Coal Agreement, dated January 25, 2007, between TXU Portfolio Management Company LP and [REDACTED]
9. Coal Trading Deal Ticket, dated August 9, 2006, between TXU Portfolio Management Company LP and [REDACTED]
10. Coal Trading Deal Ticket, dated August 10, 2006, between TXU Portfolio Management Company LP and [REDACTED]
11. Coal Trading Deal Ticket, dated August 23, 2006, between TXU Portfolio Management Company LP and [REDACTED]

Power:

1. Novation Agreement, dated May 14, 2003 [REDACTED] and TXU Portfolio Management Company LP
2. Amended and Restated Master Power Purchase and Sale Agreement, dated April 18, 2006, between [REDACTED] and TXU Portfolio Management Company LP
3. Master Power Purchase and Sale Agreement, dated June 1, 2004, between TXU Portfolio Management Company LP and [REDACTED]
4. Master Power Purchase and Sale Agreement, dated December 1, 2003, between TXU Energy Trading Company and [REDACTED]
5. Master Power Purchase and Sale Agreement, dated October 1, 2002, between [REDACTED] and TXU Energy Trading Company LP
6. Master Power Purchase and Sale Agreement, dated November 1, 2002, between [REDACTED] and TXU Energy Trading Company LP
7. Master Power Purchase and Sale Agreement, dated August 20, 2004, between TXU SESCO Energy Services Company and [REDACTED]
8. Master Power Purchase and Sale Agreement, dated November 1, 2001, between [REDACTED] and TXU Energy Trading Company
9. Master Power Purchase and Sale Agreement, dated May 1, 2006, between TXU Portfolio Management Company LP and [REDACTED]
10. Master Power Purchase and Sale Agreement, dated December 1, 2004, between TXU Portfolio Management Company LP and [REDACTED]
11. Master Power Purchase and Sale Agreement, dated September 21, 2000, between [REDACTED] and TXU Energy Trading Company

12. Generation Interconnection Agreement, effective as of January 1, 2002, between TXU Electric Delivery Company and TXU Generation Company LP
13. Ercot Standard Generation Interconnection Agreement, effective as of January 19, 2007, between TXU Electric Delivery Company and TXU Generation Company LP
14. Master Power Purchase and Sale Agreement dated December 1, 2002, between [REDACTED] and TXU Energy Trading Company LP
15. Master Power Purchase and Sale Agreement dated July 7, 2006, between [REDACTED] and TXU Portfolio Management Company LP, d/b/a TXU Wholesale
16. Master Power Purchase and Sale Agreement, dated April 1, 2001, between [REDACTED] and TXU Energy Trading Company LP
17. Master Power Purchase and Sale Agreement, dated April 17, 2002, between [REDACTED] and TXU Energy Trading Company LP
18. Master Power Purchase and Sale Agreement, dated March 1, 2002, between TXU Energy Trading Company LP and [REDACTED]
19. Master Power Purchase and Sale Agreement, dated August 8, 2001, between [REDACTED] and TXU Energy Trading Company LP
20. Master Power Purchase and Sale Agreement, dated April 26, 2006, between TXU Portfolio Management Company LP and [REDACTED]
21. Master Power Purchase and Sale Agreement, dated August 1, 2003, between [REDACTED] and TXU Portfolio Management Company LP

Renewable Energy Agreements:

1. Renewable Energy Credits Purchase Agreement, dated March 10, 2006, between TXU Electric Company and [REDACTED]
2. Renewable Energy and Renewable Energy Credits Purchase Agreement, June 3, 2003, between TXU Portfolio Management Company LP and [REDACTED]
3. REC Purchase and Sale Agreement as of June 26, 2003, between TXU Portfolio Management Company LP and [REDACTED]
4. Base Agreement for the Purchase and Sale of Allowances, dated March 15, 2003, between TXU Portfolio Management Company LP and [REDACTED]

Large Commercial and Industrial ("LCI") Electricity Purchase Agreements:<sup>1</sup>

1. Agreement for the Supply of Electricity, dated October 31, 2006, between [REDACTED] and TXU Energy Retail Company LP
2. Base Contract for Supply of Electricity, dated February 21, 2006, between TXU Energy Retail Company LP and [REDACTED]
3. Agreement for the Supply of Electricity, dated June 28, 2006, between [REDACTED] and TXU Energy Retail Company LP
4. Base Contract for Supply of Electricity, dated December 15, 2005, between [REDACTED] and TXU Energy Retail Company LP
5. Agreement for the Supply of Electricity, dated November 8, 2006, between [REDACTED] and TXU Energy Retail Company LP
6. Base Contract for Supply of Electricity, dated March 3, 2006, between TXU Energy Retail Company LP and [REDACTED]
7. Agreement for the Supply of Electricity, dated December 6, 2006, between [REDACTED] and TXU Energy Retail Company LP

Natural Gas Purchase Contracts:

1. Base Contract for Sale and Purchase of Natural Gas, between [REDACTED] and TXU Portfolio Management Company LP, dated February 1, 2003
2. Base Contract for the Sale and Purchase of Natural Gas, between [REDACTED] and TXU Energy Trading Company LP, dated January 6, 2003
3. Base Contract for Sale and Purchase of Natural Gas; First Amendment to Base Contract for Sale and Purchase of Natural Gas, between [REDACTED] and TXU Portfolio Management Company LP effective as of October 1, 2004 amending base contract dated as of October 1, 2002
4. Base Contract for Sale and Purchase of Natural Gas, between [REDACTED] and TXU Portfolio Management Company LP, dated March 1, 2003
5. Base Contract for Sale and Purchase of Natural Gas; First Amendment to Base Contract for Sale and Purchase of Natural Gas, between [REDACTED]

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<sup>1</sup> These agreements include the highest contract price (top 10) LCI contracts for the purchase of Electricity. It is assumed for purposes of modifying the Company's representations in Section 5.1(d)(ii) of the Merger Agreement that other LCI Electricity Purchase agreements contain similar provisions.

- [REDACTED] and TXU Portfolio Management Company LP effective dated as of July 1, 2005
6. Gas Purchase and Sale Agreement, effective as of August 1, 2000, between [REDACTED] and TXU Energy Trading Company
  7. Special Provisions to Base Contract For Sale of Natural Gas with [REDACTED]
  8. Gas Purchase and Sale Agreement, between TXU Energy Trading and [REDACTED] dated August 1, 1999
  9. Gas Purchase and Sale Agreement, between TXU Energy Trading and [REDACTED] dated August 1, 1999
  10. Base Contract for Short-Term Sale and Purchase of Natural Gas, between TXU Energy Trading and [REDACTED] dated August 1, 1999
  11. Base Contract for Short-Term Sale and Purchase of Natural Gas, between [REDACTED] and TXU Energy Trading Canada Limited, dated January 1, 2000
  12. Base Contract for Short-Term Sale and Purchase of Natural Gas, between [REDACTED] and TXU Energy Trading Company, dated October 1, 2000
  13. Gas Purchase and Sale Agreement, dated July 1, 2001, between TXU Energy Trading Canada Limited and [REDACTED]
  14. Base Contract for Short-Term Sale and Purchase of Natural Gas, dated September 1, 2001, between [REDACTED] and TXU Energy Trading Company
  15. Base Contract for Short-Term Sale and Purchase of Natural Gas, dated September 1, 2003, between [REDACTED] and TXU Portfolio Management Company LP
  16. Base Contract for Short-Term Sale and Purchase of Natural Gas, dated October 1, 2001, between [REDACTED] and TXU Energy Trading.
  17. Base Contract for Sale and Purchase of Natural Gas, dated August 1, 2002, between [REDACTED] and TXU Energy Trading Company LP
  18. Base Contract for Sale and Purchase of Natural Gas, dated October 1, 2002, between [REDACTED] and TXU Energy Trading Company LP
  19. Base Contract for Sale and Purchase of Natural Gas, dated September 1, 2006, between [REDACTED] and TXU Portfolio Management Company LP d/b/a TXU Wholesale
  20. Base Contract for Sale and Purchase of Natural Gas, dated June 1, 2005, between [REDACTED] and TXU Portfolio Management Company LP
  21. Base Contract for Sale and Purchase of Natural Gas, dated August 1, 2003, between [REDACTED] and TXU Portfolio Management Company LP

22. Base Contract for Sale and Purchase of Natural Gas, dated September 1, 2006, between [REDACTED] and TXU Portfolio Management Company LP
23. Base Contract for Sale and Purchase of Natural Gas, dated August 1, 2003, between [REDACTED] and TXU Energy Trading Company LP
24. Base Contract for short-term sale and purchase of natural gas, dated July 1, 2002, between [REDACTED] and TXU Energy Trading Company LP

ERCOT Contracts:

1. ERCOT Wholesale Electricity Enabling Agreement dated as of March 28, 2002 between TXU Energy Trading Company LP and [REDACTED]

EEI Contracts:

1. First Amendment to EEI Master Power Purchase and Sale Agreement between [REDACTED] and TXU Energy Trading Company LP dated October 24, 2002
2. First Amendment to EEI Master Power Purchase and Sale Agreement between [REDACTED] and TXU Energy Trading Company LP dated March 28, 2005
3. First Amendment to EEI Master Power Purchase and Sale Agreement between [REDACTED] and TXU Energy Trading Company LP dated April 1, 2005
4. Cover Sheet to EEI Master Power Purchase and Sale Agreement between [REDACTED] and TXU Energy Trading Company LP dated March 28, 2005
5. Cover Sheet to EEI Master Power Purchase and Sale Agreement between [REDACTED] and TXU Energy Trading Company LP dated August 1, 2003

Other Agreements:

1. Rail Equipment Lease Agreement, dated December 27, 1995, between Nichimen America Capital Corporation and Texas Utilities Electric Company. (Ratings downgrade is not an event of default; however, a downgrade shortens the period during which a breach that would result in an event of default can be remedied)
2. Capacity and Energy Purchase Agreement; July 26, 2004, as amended by the Amendment No. 1 dated December 30, 2005, between [REDACTED] and TXU Portfolio Management Company LP (replacement

- guarantor to be provided in the event the current guarantor no longer has an investment grade rating)
3. Lease agreement between State Street Bank and Trust Company of Connecticut, as Lessor and TXU Properties Company, as Lessee, dated as of February 14, 2002 and related guarantees

**The following documents contain a provision pursuant to which a downgrade in the Company's or, as applicable, Subsidiaries' credit rating is an Event of Default (with no possibility of adequate assurances):**

1. Lease, dated November 1, 1999, between TXU Electric Company and Dresdner Kleinwort Benson North America Leasing, Inc.
2. Master Netting and Setoff Agreement, dated July 31, 2002, between [REDACTED] and TXU Energy Trading Company LP and TXU Energy Trading Canada Limited
3. Amended and Restated Field Service Agreement, between TXU Electric Delivery Company and Infrastrux Energy Services Group LP dated June 24, 2006 (only if TXU Electric Delivery fails to pay for services on a current basis)
4. Amended and Restated Master Framework Agreement, between TXU Electric Delivery Company and Infrastrux Energy Services Group LP dated June 24, 2006 (only if TXU Electric Delivery fails to pay for services on a current basis)
5. Guaranties issued in connection with the Lease on Energy Plaza

**DOWNGRADE EVENT AS A RESULT OF CHANGE IN CONTROL**

The following documents contain terms providing that a specified credit downgrade with respect to a party to such document, if applicable its credit support provider or other specified entity, upon a change in control, including a merger, amalgamation, etc. would result in an Event of Default. The Merger will constitute a change in control and the financing of the transactions contemplated by the Merger Agreement could result in such a downgrade:

**ISDA Agreements:**

1. ISDA Master Agreement dated May 23, 2002, between [REDACTED] and TXU Energy Trading Company LP
2. ISDA Master Agreement dated July 9, 2002, between [REDACTED] and TXU Energy Trading Company LP
3. ISDA Master Agreement dated October 10, 1995, between [REDACTED] and Enserch Energy Services, Inc.
4. ISDA Master Agreement dated February 15, 2002, between [REDACTED] and TXU Energy Trading Company LP
5. ISDA Master Agreement dated March 1, 2003, between [REDACTED] and TXU Portfolio Management Company LP
6. ISDA Master Agreement dated January 1, 2004, between TXU Portfolio Management Company LP and [REDACTED]
7. ISDA Master Agreement dated February 18, 2005, between Citibank, N.A. and TXU Corp.
8. ISDA Master Agreement dated November 11, 2004, between UBS AG and TXU Corp.
9. ISDA Master Agreement dated December 9, 2003, between Merrill Lynch Capital Services, Inc. and TXU Corp.
10. ISDA Master Agreement dated December 20, 2004, between ABN Amro Bank N.V. and TXU Corp.
11. ISDA Master Agreement dated August 1, 2006, between [REDACTED] and TXU Portfolio Management Company LP
12. ISDA Master Agreement dated November 1, 2004, between [REDACTED] and TXU Portfolio Management Company LP
13. ISDA Master Agreement dated as of June 27, 2001, between [REDACTED] and TXU Energy Trading Company
14. ISDA Master Agreement dated as of November 1, 2003, between [REDACTED] and TXU Portfolio Management Company LP
15. ISDA Master Agreement dated April 5, 2002, between the Bank of Tokyo – Mitsubishi Ltd., New York Branch and TXU Corp.



Other Agreements containing similar credit downgrade provisions:

1. Master Firm Gas Purchase/Sale Agreement, dated September 23, 2002, between [REDACTED] and TXU Portfolio Management Company LP
2. Corporate Guaranty issued in connection with the Lease on Energy Plaza:  
and
3. Lease agreement between State Street Bank and Trust Company of Connecticut, as Lessor and TXU Properties Company, as Lessee, dated as of February 14, 2002

### CROSS DEFAULT

Virtually all of the Master Power Purchase and Sale Agreements (including those listed herein), and virtually all of the ISDAs contain a Cross-Default provision providing that an event of default could occur if a party to such agreement (or, in certain instances a specified entity or credit support provider of such party) should default on one or more of the following in another Contract: (1) obligations for indebtedness, (2) a transaction with the other party, (3) a rate, commodity or equity swap or option, etc., in an amount above a specified threshold. To the extent that the financing of the transactions contemplated by the Merger Agreement causes any such default, a default will occur under the following Contracts as well as those Contracts described above.

1. Master Power Purchase and Sale Agreement dated December 1, 2002, between [REDACTED] and TXU Energy Trading Company LP
2. Master Power Purchase and Sale Agreement dated September 21, 2000, between [REDACTED] and TXU Energy Trading Company LP
3. Master Power Purchase and Sale Agreement dated July 7, 2006, between [REDACTED] and TXU Portfolio Management Company LP, d/b/a TXU Wholesale
4. Master Power Purchase and Sale Agreement dated August 20, 2004, between [REDACTED] and TXU SESCO Energy Services Company
5. Master Power Purchase and Sale Agreement dated March 1, 2003, between [REDACTED] and TXU Portfolio Management Company LP
6. First Amendment to EEI Master Power Purchase and Sale Agreement, between [REDACTED] and TXU Energy Trading Company LP dated October 24, 2002
4. First Amendment to EEI Master Power Purchase and Sale Agreement, between [REDACTED] and TXU Energy Trading Company LP dated March 28, 2005
5. First Amendment to EEI Master Power Purchase and Sale Agreement, between [REDACTED] and TXU Energy Trading Company LP dated April 1, 2005
6. Cover Sheet to EEI Master Power Purchase and Sale Agreement, between [REDACTED] and TXU Energy Trading Company LP dated March 28, 2005
7. Cover Sheet to EEI Master Power Purchase and Sale Agreement, between [REDACTED] and TXU Energy Trading Company LP dated August 1, 2003
8. Master Power Purchase and Sale Agreement, dated April 1, 2001, between [REDACTED] and TXU Energy Trading Company LP

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9. Master Power Purchase and Sale Agreement, dated March 1, 2002, between TXU Energy Trading Company LP and [REDACTED]
10. Master Power Purchase and Sale Agreement, dated August 8, 2001, between [REDACTED] and TXU Energy Trading Company LP
11. Renewable Energy and Renewable Energy Credits Purchase Agreement, dated March 10, 2006, between TXU Portfolio Management Company LP and [REDACTED]
12. Master Coal Purchase and Sale Agreement, dated May 27, 2003, between TXU Portfolio Management Company LP and [REDACTED]
13. Base Contract for Sale and Purchase of Natural Gas, dated September 1, 2006, between [REDACTED] and TXU Portfolio Management Company LP d/b/a TXU Wholesale
14. Base Contract for Sale and Purchase of Natural Gas, dated September 1, 2006, between [REDACTED] and TXU Portfolio Management Company LP
15. Master Power Purchase and Sale Agreement, dated April 26, 2006, between TXU Portfolio Management Company LP and [REDACTED]
16. Master Power Purchase and Sale Agreement, dated August 1, 2003, between [REDACTED] and TXU Portfolio Management Company LP
17. Master Power Purchase and Sale Agreement, dated December 1, 2004, between TXU Portfolio Management Company LP and [REDACTED]
18. \$1 billion Revolving Credit Agreement dated August 12, 2005 (for indebtedness of more than \$50 million)
19. \$1.5 billion Revolving Credit Agreement dated May 26, 2006 (for indebtedness of more than \$50 million)
20. \$3.5 billion Amended and Restated Revolving Credit Agreement dated March 31, 2005 (for indebtedness of more than \$50 million)

**PROHIBITION ON CHANGE IN CONTROL**

**The following agreements contain a provision pursuant to which a change in control of TXU such as the Merger would result in an event of default.**

1. \$1 billion Revolving Credit Agreement dated August 12, 2005
2. \$1.5 billion Revolving Credit Agreement dated May 26, 2006
3. \$3.5 billion Amended and Restated Revolving Credit Agreement dated March 31, 2005

**Section 5.1(e)**  
**Company Reports; Financial Statements**

1. See Item 2 of Section 5.1(g) of this Disclosure Letter (solely with respect to the disclosures in the Company Reports relating to the Company's cash distribution policy).
2. In connection with the preparation of the report on Form 10-Q for the quarter ended March 31, 2005, TXU Corp. management reviewed its method of presenting discontinued operations in its Statements of Condensed Consolidated Cash Flows and concluded it should revise the presentation to provide more information in accordance with the provisions of FASB Statement No. 95 "Statement of Cash Flows." Accordingly, beginning with the quarter ended March 31, 2005, TXU Corp. began presenting cash flows from discontinued operations in the categories of operating, investing and financing activities, as well as the effect of exchange rate changes, instead of a single line presentation. Consequently, on June 13, 2005, TXU Corp. filed a Form 10-K/A to revise the presentation of cash flows from discontinued operations in the Statements of Consolidated Cash Flows for each of the three years in the period ended December 31, 2004. The revision did not impact operating, financing and investing cash flows related to continuing operations or the net change in cash and cash equivalents as originally presented in the Statements of Consolidated Cash Flows, but provided additional details of cash flows from discontinued operations.
3. TXU's auditor will report a significant deficiency related to [REDACTED] and [REDACTED] structured contracts as of February 26, 2007, as discussed with Deloitte & Touche as advisor for Parent on February 22, 2007.

**Schedule 5.1(e)(v)**  
**Devco Obligations**

**Oak Grove**

1. Engineering, Procurement and Construction Agreement, dated June 2, 2006, as amended on February 7, 2007, by and between Oak Grove Management Company LLC and Fluor Enterprises, Inc., including exhibits.
2. Guaranty, dated February 5, 2007, of TXU US Holdings Company regarding the Oak Grove EPC Agreement.
3. Steam Turbine Generator Agreement, dated March 31, 2006 by and between TXU Energy Company LLC and General Electric International, Inc., as assigned by TXU Energy Company LLC to Oak Grove Management Company LLC on August 3, 2006.
4. Purchase Order, dated September 30, 2006, by and between Oak Grove Management Company LLC and The Babcock & Wilcox Company.
5. Guaranty, dated October 31, 2006, of TXU US Holdings Company regarding the Purchase Order with The Babcock & Wilcox Company.
6. Purchase Order, dated February 7, 2007, by and between Oak Grove Management Company LLC and Babcock Power Environmental, Inc.
7. Guaranty, dated February 6, 2007, of TXU US Holdings Company regarding the Purchase Order with Babcock Power Environmental, Inc.
8. Purchase Order, dated February 7, 2007, by and between Oak Grove Management Company LLC and Alstom Power Inc.
9. Guaranty, dated February 6, 2007, of TXU US Holdings Company regarding the Purchase Order with Alstom Power Inc.
10. Interconnection Agreement, dated September 15, 2006, by and between Oak Grove Management Company and TXU Electric Delivery Company.
11. Guaranty, dated September 22, 2006, of TXU Energy Company LLC regarding the Interconnection Agreement with TXU Electric Delivery Company.

**Sandow 5**

1. Engineering, Procurement and Construction Agreement, dated May 26, 2006, by and between TXU US Holdings Company and Bechtel Power Corporation, including exhibits.

2. Contract for Services, dated October 1, 2006, by and between Sandow Development Company LP and Roberts & Schaefer Company.
3. Operating Agreement, dated February 7, 2006, as amended, by and between Alcoa, Inc. and TXU Energy Company LLC.
4. Sandow Unit 5 Agreement, dated December 28, 2006, by and between TXU Generation Company LP and Alcoa, Inc.
5. Guaranty, dated December, 28, 2006, of TXU Energy Company LLC regarding the Sandow Unit 5 Agreement.
6. Stand-In Power Purchase Agreement, dated December 28, 2006, by and between TXU Generation Company LP and Alcoa, Inc.
7. Letter Agreement, dated December 28, 2006, by and between TXU Generation Company LP and Alcoa, Inc. regarding CPS Lease.
8. Interconnection Agreement, dated October 25, 2006, by and between TXU Electric Delivery Company and Sandow Development Company LP
9. Guaranty, dated October 25, 2006, of TXU Energy Company LLC regarding the Interconnection Agreement with TXU Electric Delivery Company, which relates to the immediately preceding Interconnection Agreement.

Reference Plants - General

1. Technical Services Agreement, dated May 4, 2006, by and between TXU Generation Development Company LLC and Bechtel Power Corporation.
2. Technical Services Agreement, dated January 27, 2007, by and between TXU Generation Development Company LLC and Fluor Enterprises Inc.
3. Umbrella Agreement, dated August 11, 2006, by and between TXU Generation Development Company LLC and Bechtel Power Corporation.

Reference Plants – Purchase Orders

1. Purchase Orders, dated June 5, 2006, by and between TXU Generation Development Company LLC and The Babcock and Wilcox Company as follows:
  - a. 25262-145-POA-MBPX-000001
  - b. 25262-245-POA-MBPX-000001
  - c. 25262-335-POA-MBPX-000001
  - d. 25262-445-POA-MBPX-000001
  - e. 25262-535-POA-MBPX-000001

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- f. 25262-635-POA-MBPX-000001
  - g. 25262-775-POA-MBPX-000001
  - h. 25262-545-POA-MBPX-000001
2. Guaranties, dated June 5, 2006, of TXU US Holdings Company regarding each boiler purchase order (by their terms, guaranties released since TXU obtained financing commitments)
3. Purchase Orders, dated June 21, 2006, by and between TXU Generation Development Company LLC and General Electric Company as follows:
- a. 25262-145-POA- MUSG -000001
  - b. 25262-245-POA- MUSG -000001
  - c. 25262-335-POA- MUSG -000001
  - d. 25262-445-POA- MUSG -000001
  - e. 25262-535-POA- MUSG -000001
  - f. 25262-635-POA- MUSG -000001
  - g. 25262-775-POA- MUSG -000001
  - h. 25262-545-POA- MUSG -000001
4. Guaranties, dated June 26, 2006, of TXU US Holdings Company regarding each turbine purchase order (by their terms, guaranties released since TXU obtained financing commitments)
5. Purchase Orders, dated September 21, 2006, by and between TXU Generation Development Company LLC and Alstom Power Inc. as follows:
- a. 25262-145-POA- MKAA -000001
  - b. 25262-245-POA- MKAA -000001
  - c. 25262-335-POA- MKAA -000001
  - d. 25262-445-POA- MKAA -000001
  - e. 25262-535-POA- MKAA -000001
  - f. 25262-635-POA- MKAA -000001
  - g. 25262-775-POA- MKAA -000001
  - h. 25262-545-POA- MKAA -000001
6. Guaranties, dated September 21, 2006, of TXU US Holdings Company regarding each air quality control system purchase order (by their terms, guaranties released since TXU obtained financing commitments)
7. Purchase Orders, dated September 21, 2006, by and between TXU Generation Development Company LLC and Wyman Gordon Forgings LP as follows:
- a. 25262-145-POA- BP04 -000001
  - b. 25262-245-POA- BP04 -000001

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- c. 25262-335-POA- BP04 -000001
  - d. 25262-445-POA- BP04 -000001
  - e. 25262-535-POA- BP04 -000001
  - f. 25262-635-POA- BP04 -000001
  - g. 25262-775-POA- BP04 -000001
  - h. 25262-545-POA- BP04 -000001
8. Purchase Orders, dated October 10, 2006, as amended, by and between TXU Generation Development Company LLC and Shanghai Baoye Construction Corp. as follows:
- a. 25262-145-POC-SS01-000001
  - b. 25262-145-POD-SS01-000001
  - c. 25262-145-POE-SS01-000001
  - d. 25262-145-POF-SS01-000001
9. Agreement for Export and Import, dated December 1, 2006 by and between TXU Generation Development Company LLC, Shanghai Baoye Construction Corp. and Shanghai MCC International Economic & Trading Co., Ltd.
10. Purchase Orders, dated October 12, 2006, as amended, by and between TXU Generation Development Company LLC and United Steel Structures, Ltd. as follows:
- a. 25262-145-POG-SS01-000001
  - b. 25262-145-POH-SS01-000001
11. Purchase Orders, dated October 31, 2006, by and between TXU Generation Development Company LLC and Siemens Industrial Turbomachinery, Inc. as follows:
- a. 25262-145-POA- MUSS -000001
  - b. 25262-245-POA- MUSS -000001
  - c. 25262-335-POA- MUSS -000001
  - d. 25262-445-POA- MUSS -000001
  - e. 25262-535-POA- MUSS -000001
  - f. 25262-635-POA- MUSS -000001
  - g. 25262-775-POA- MUSS -000001
  - h. 25262-545-POA- MUSS -000001
12. Purchase Orders, dated October 16, 2006, by and between TXU Generation Development Company LLC and Hanson Pipe & Precast, Inc. as follows:
- a. 25262-535-POA- CY02 -000001
  - b. 25262-545-POA- CY02 -000001

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- c. 25262-145-POA- CY02 -000001
  - d. 25262-775-POA- CY02 -000001
13. Purchase Orders, dated October 16, 2006, by and between TXU Generation Development Company LLC and Price Brothers Company as follows:
- a. 25262-335-POA- CY02 -000001
  - b. 25262-635-POA- CY02 -000001
  - c. 25262-445-POA- CY02 -000001
  - d. 25262-245-POA- CY02 -000001
14. Purchase Orders, dated January 19, 2007, by and between TXU Generation Development Company LLC and Sulzer Pumps (US) Inc. as follows:
- a. 25262-145-POA- MPGB -000001
  - b. 25262-245-POA- MPGB -000001
  - c. 25262-335-POA- MPGB -000001
15. Purchase Orders, dated January 19, 2007, by and between TXU Generation Development Company LLC and United Conveyor Corporation as follows:
- a. 25262-145-POA- MHGB -000001
  - b. 25262-245-POA- MHGB -000001
  - c. 25262-335-POA- MHGB -000001
16. Purchase Orders, dated January 19, 2007, by and between TXU Generation Development Company LLC and United Conveyor Corporation as follows:
- a. 25262-145-POA- MHGF -000001
  - b. 25262-245-POA- MHGF -000001
  - c. 25262-335-POA- MHGF -000001
17. Purchase Orders, to be entered into by and between TXU Generation Development Company LLC and Graver Water Systems, Inc. as follows (Offer extended; no Purchase Order executed):
- a. 25262-145-POA- MWDC -000001
  - b. 25262-245-POA- MWDC -000001
  - c. 25262-335-POA- MWDC -000001
18. Purchase Orders, to be entered into by and between TXU Generation Development Company LLC and The Calvert Company, Inc. as follows (Offer extended; no Purchase Order executed):
- a. 25262-145-POA- EBB3 -000001

- b. 25262-245-POA- EBB3 -000001
  - c. 25262-335-POA- EBB3 -000001
19. Purchase Orders, dated February 9, 2007, by and between TXU Generation Development Company LLC and HICO America Sales & Technology, Inc. as follows:
- a. 25262-145-POA- ETP1 -000001
  - b. 25262-245-POA- ETP1 -000001
  - c. 25262-335-POA- ETP1 -000001
20. Purchase Orders, dated February 5, 2007, by and between TXU Generation Development Company LLC and HICO America Sales & Technology, Inc. as follows:
- a. 25262-145-POA- ETP0 -000001
  - b. 25262-245-POA- ETP0 -000001
  - c. 25262-335-POA- ETP0 -000001
21. Purchase Orders, dated February 8, 2007, by and between TXU Generation Development Company LLC and ITT Flygt Corporation as follows:
- a. 25262-145-POA- MPVW -000001
  - b. 25262-245-POA- MPVW -000001
  - c. 25262-335-POA- MPVW -000001
22. Engineer, Procure and Construct Subcontracts, dated February 1, 2007, by and between TXU Generation Development Company LLC and Hoffman, Inc. as follows:
- a. 25262-145-HC1-DB51-00001
  - b. 25262-245-HC1-DB51-00001
  - c. 25262-335-HC1-DB51-00001
23. Engineer, Procure and Construct Subcontracts, dated February 6, 2007, by and between TXU Generation Development Company LLC and SPX Cooling Technologies, Inc. as follows:
- a. 25262-145-HC1-MECM-00001
  - b. 25262-245-HC1- MECM -00001
  - c. 25262-335-HC1- MECM -00001
24. Interconnection Agreement, dated January 19, 2007, by and between TXU Electric Delivery Company and TXU Generation Development Company LLC regarding the Martin Lake Project

25. Guaranty, dated January 19, 2007, of TXU Energy Company LLC regarding the Interconnection Agreement with TXU Electric Delivery Company (Martin Lake Project), which relates to the immediately preceding Interconnection Agreement.
26. Interconnection Agreement, dated January 19, 2007, by and between TXU Electric Delivery Company and TXU Generation Development Company LLC regarding the Tradinghouse 3 and 4 Projects
27. Guaranty, dated January 19, 2007, of TXU Energy Company LLC regarding the Interconnection Agreement with TXU Electric Delivery Company (Tradinghouse 3 and 4 Projects), which relates to the immediately preceding Interconnection Agreement.
28. Interconnection Agreement, dated January 19, 2007, by and between TXU Electric Delivery Company and TXU Generation Development Company LLC regarding the Valley Project
29. Guaranty, dated January 19, 2007, of TXU Energy Company LLC regarding the Interconnection Agreement with TXU Electric Delivery Company (Valley Project), which relates to the immediately preceding Interconnection Agreement
30. Interconnection Agreement, dated January 19, 2007, by and between TXU Electric Delivery Company and TXU Generation Development Company LLC regarding the Monticello Project
31. Guaranty, dated January 19, 2007, of TXU Energy Company LLC regarding the Interconnection Agreement with TXU Electric Delivery Company (Monticello Project), which relates to the immediately preceding Interconnection Agreement
32. Interconnection Agreement, dated January 19, 2007, by and between TXU Electric Delivery Company and TXU Generation Development Company LLC regarding the Lake Creek Project
33. Guaranty, dated January 19, 2007, of TXU Energy Company LLC regarding the Interconnection Agreement with TXU Electric Delivery Company (Lake Creek Project), which relates to the immediately preceding Interconnection Agreement
34. Interconnection Agreement, dated January 19, 2007, by and between TXU Electric Delivery Company and TXU Generation Development Company LLC regarding the Big Brown Project
35. Guaranty, dated January 19, 2007, of TXU Energy Company LLC regarding the Interconnection Agreement with TXU Electric Delivery Company (Big Brown Project), which relates to the immediately preceding Interconnection Agreement

36. Interconnection Agreement, dated January 19, 2007, by and between TXU Electric Delivery Company and TXU Generation Development Company LLC regarding the Morgan Creek Project
37. Guaranty, dated January 19, 2007, of TXU Energy Company LLC regarding the Interconnection Agreement with TXU Electric Delivery Company (Morgan Creek Project), which relates to the immediately preceding Interconnection Agreement

Retrofit Program

1. Technical Services Agreement, dated July 3, 2006, by and between TXU Generation Company LP and Fluor Enterprises Inc.


Other

1. Master Railcar Manufacturing Agreement, dated October 9, 2006, by and between TXU Generation Development Company LLC and FreightCar America, Inc.
2. Senior Secured Credit Facilities Commitment Letter, dated June 26, 2006
3. Option to Purchase Real Estate, December 21, 2006, by and between Hazelbrook Generation Company LLC and Robert Ustonosfki, et al.
4. Option to Purchase Real Estate, January 7, 2007, by and between TXU Generation Development Company II LLC and Southeast Georgia Regional Development Authority
5. Real Estate Contract, dated January 2, 2007, by and between Womack Land and Cattle Co., Ltd. and TXU Generation Company LP

**Section 5.1(f)**  
**Absence of Certain Changes**

(i)

See Sections 5.1(q) and 6.1(e) of this Disclosure Letter.

1. Due to brand deterioration resulting from negative press coverage related to the new build program, and due to competition, TXU has experienced customer attrition of 2.7% in the fourth quarter of 2006. Similar levels of customer attrition in 2007 or 2008 shall not constitute or be taken into account in determining whether there has been or is a Company Material Adverse Effect.
2. TXU intends, including pursuant to a request by Parent, to scale back its publicly disclosed generation development program. Scale back of the program could result in a negative impact on TXU, including significant cancellation or termination costs related to existing Contracts relating to equipment. In addition, market reaction to this decision may be negative.
3. TXU did not receive the Oak Grove air permit during the fourth quarter as expected. Any continued delay in receiving, or failure to obtain, the Oak Grove air permit (or any other reference plant permit) could result in a negative impact on TXU. In addition, TXU's agreement with the Environmental Protection Agency (the "EPA") and the Department of Justice (the "DOJ") regarding the Sandow Unit 5 consent Decree was not approved by the court during the fourth quarter as expected. Any continued delay in receiving, or failure to obtain, court approval could result in a negative impact on TXU.
4. 
5. In the January 10, 2007, PUCT Open Meeting, the Commissioners revised their consideration as to whether or not they should call TXU Electric Delivery in for a general rate case based on TXU Electric Delivery's 2005 Earnings Monitoring Report ("EMR"). Commissioner Smitherman stated that he had reviewed the Rate Case Settlement Agreement between TXU Electric Delivery and Cities and had concluded that the Cities could not benefit from a rate case held at this time. He proposed waiting until the 2006 EMR's were filed in May 2007 and for the 80<sup>th</sup> Legislative Session to conclude before taking further action in this proceeding. All three Commissioners agreed to place any decision in abeyance until that time. This matter is disclosed on this Schedule 5.1(f)(i) only to the

extent of effects arising from the rate case described above being held in 2007 rather than 2008.

6. As a result of a petition filed with the PUCT claiming that the Infrastrux joint venture violates the Public Utility Regulatory Act (PURA), the PUCT determined that it should review the entire Infrastrux transaction. Any delay in the timing of the Infrastrux transaction, or any adverse determination by the PUCT materially altering the terms of the transaction, including resulting in the Company not being able to complete the transaction, could negatively impact TXU.
7. On December 1, 2006, a lawsuit was filed in the United States District Court for the Western District of Texas against TXU Generation Company, LP, Oak Grove Management Company LLC, and TXU Corp. The Complaint seeks declaratory and injunctive relief, as well as the assessment of civil penalties, with respect to the Permit Application for the construction and operation of the Oak Grove generation plant in Robertson County, Texas. The plaintiffs allege violations of the Federal Clean Air Act, Texas Health and Safety Code and Texas Administrative Code and seek to temporarily and permanently enjoin the construction and operation of the Oak Grove generation plant. The Complaint also asserts that the Permit Application was deficient in failing to comply with various modeling and analysis requirements relative to the impact of emissions on the environment. Plaintiffs further request that the District Court enter an Order requiring defendants to take other appropriate actions to remedy, mitigate and offset alleged harm to the public health and environment.
8. On September 6, 2005 a lawsuit was filed in the United States District Court for the Northern District of Texas, Dallas Division against TXU Corp. and C. John Wilder. The plaintiff's amended complaint asserts claims on behalf of the plaintiffs and a putative class of owners of certain TXU Corp. securities who tendered such securities in connection with a tender offer conducted by TXU Corp. in 2004. The amended complaint alleges violations of the provisions of Sections 14(e), 10(b) and 20(a) of the Securities Exchange Act of 1934, as amended, and Rule 10b-5. The allegations relate to a tender offer conducted in September and October 2004 for certain equity-linked securities in which it was expressly disclosed that TXU Corp. management was evaluating whether it should recommend to the board of directors that the board reevaluate TXU Corp.'s dividend policy. After the tender offer was closed, and consistent with the disclosure, management did make a recommendation to the board to reevaluate the dividend policy and the board elected to increase the quarterly dividend. The plaintiffs contend that such disclosure in connection with the tender offer was inadequate. TXU Corp. maintains that the disclosure provided in connection with the tender offer regarding the evaluation of the dividend policy was complete and accurate at the time the tender offer was initiated as well as when it was closed. A Motion to Dismiss was filed by the defendants, and the District Court entered an order granting the Motion to Dismiss and dismissing this

litigation with prejudice on August 30, 2006. The plaintiff filed a timely notice of appeal and the matter is now before the Fifth Circuit Court of Appeals with briefing of the appeal completed.

9. Between October 19, 2004 and October 31, 2005, twelve lawsuits were filed in various California superior courts by purported customers against TXU Corp., TXU Energy Trading Company and TXU Energy Services and other marketers, traders, transporters and sellers of natural gas in California. Plaintiffs allege that beginning at least by the summer of 2000, defendants manipulated and fixed at artificially high levels natural gas prices in California in violation of the Cartwright Act and other California state laws. These lawsuits have been coordinated in the San Diego Superior Court with numerous other natural gas actions as "In re Natural Gas Anti-Trust Cases I, II, III, IV and V." The court denied TXU Corp.'s Motion to Quash Service for lack of personal jurisdiction. Discovery has commenced in this litigation. On December 28, 2006, an agreement in principle to settle this matter was reached between the TXU defendants and the plaintiffs in the twelve pending lawsuits. The settlement is in the process of being finalized with formal settlement documents after which motions to dismiss shall be submitted to the Court for approval.
10. In November 2002 and February and March 2003, three lawsuits were filed in the United States District Court for the Northern District of Texas, Dallas Division, asserting claims under the Employee Retirement Income Security Act (ERISA) on behalf of a putative class of participants in and beneficiaries of various employee benefit plans of TXU Corp. These ERISA lawsuits were consolidated, and a consolidated complaint was filed in February 2004 against TXU Corp., the directors of TXU Corp. serving during the putative class period, as well as certain officers of the company who were the members of the TXU Thrift Plan Committee. The plaintiffs seek to represent a class of participants in such employee benefit plans during the period between April 26, 2001 and October 11, 2002. The plaintiffs filed an initial motion for class certification and, after class certification discovery was completed, the District Court denied plaintiffs' initial class certification motion without prejudice and granted plaintiffs' leave to amend their complaint. Plaintiffs' second class certification motion, filed on the basis of their amended complaint, was denied and the case was ordered dismissed without prejudice on September 29, 2005. The plaintiffs filed an appeal of the dismissal to the Fifth Circuit Court of Appeals. While on appeal, the matter was referred to the Fifth Circuit's alternative dispute resolution program and subsequently to mediation. While mediation was unsuccessful, further discussions led to an agreement in principle to settle this litigation on December 24, 2006 for \$7.25 million, before attorney's fees, to be paid by TXU Corp. to the thrift plan pursuant a Court approved allocation. A Memorandum of Understanding confirming the agreement in principle was signed on January 24, 2007 and the settlement is in the process of being confirmed with final settlement documents, after which the



settlement will be submitted to the District Court for approval. Related Settlement Agreement.

11. In October, November and December 2002 and January 2003, a number of lawsuits were filed in, removed to, or transferred to the United States District Court for the Northern District of Texas, Dallas Division, against TXU Corp. and certain of its officers and directors. These lawsuits were consolidated and lead plaintiffs were appointed by the Court. The consolidated complaint alleged violations of the Securities Exchange Act of 1934, as amended, Rule 10b-5 and the Securities Act of 1933, as amended. On January 20, 2005, TXU Corp. executed a memorandum of understanding settling this litigation for \$150 million before attorney's fees. After preliminary certification of a settlement class and notice to such class, the District Court conducted a hearing and thereafter on November 8, 2005 granted final approval of the settlement. Certain members of the settlement class who objected to the plan of allocation, the plaintiffs' attorneys' fees and other matters related to the approval of the settlement have appealed the orders approving the settlement to the Fifth Circuit Court of Appeals and the appeal remains pending. Related Settlement Agreement.
12. In October 2006, TXU Portfolio Management Company (TXU Portfolio Management) was notified that the Commission had begun an investigation of its 2005 activities in the ERCOT wholesale electricity market as a result of observations noted in the 2005 State of the Market Report for the ERCOT Wholesale Electricity Market performed by Potomac Economics, an economic consulting firm. TXU Portfolio Management Company believes that the investigation will focus on activities involving bids to sell balancing energy and generation unit commitments; provided that, adverse developments (to the extent not excluded from the definition of Company Material Adverse Effect) arising from the release of a report, study or similar finding of such investigation shall not be considered reasonably foreseeable from the disclosure of the existence of such investigation.
13. On March 18, 2005, TXU received a subpoena from the SEC. The subpoena required TXU to produce documents and other information for the period from January 1, 2001 to March 31, 2003 relating to, among other things, the financial distress at TXU Europe during 2002 and the resulting financial condition of TXU including reduction of TXU's quarterly dividend in October 2002. TXU understands the investigation has been closed and no enforcement action has been commenced.
14. TXU is one of many responsible parties for some share of the cleanup of a vendor's (San Angelo Electric Service Company, San Angelo, Texas) contaminated transformer repair site as the vendor has gone bankrupt. Share of responsibility is being determined by the amount of oil sent to the vendor for

processing. A SESCO Site Working Group (SSWG) was formed in August 2004. of which TXU is a part.

(ii)

1. On October 3, 2006, in connection with the pending transition to full competition in the Texas retail electricity market that will occur as a result of the expiration of price-to-beat ("PTB") on January 1, 2007, TXU Energy Company ("TXU Energy Holdings"), a wholly owned subsidiary of TXU, announced a four-part strategy to lead the retail electricity market, including the following four elements: special, one-time customer appreciation bonuses and price protection for its residential PTB customers of record as of December 31, 2006, new aggressively priced competitive offers, and an extension of the low-income discount program.

The impact of these elements on TXU's results of operations in future periods will depend on the number of customers that take advantage of the last three elements of this program.

2. Due to brand deterioration resulting from negative press coverage related to the new build program, and due to competition, TXU has experienced customer attrition of 2.7% in the fourth quarter of 2006. Similar levels of customer attrition in 2007 or 2008 shall not constitute or be taken into account in determining whether there has been or is a Company Material Adverse Effect.
3. Since September 30, 2006 and through the date of this Agreement, TXU has executed incremental hedges for natural gas in connection with its ongoing hedge program.
4. Martin Lake Unit 2 main power transformer failed on December 11, 2006. Until the failed transformer is repaired, TXU is using a spare main power transformer. If any of the remaining main power transformers fail, TXU will not have an immediate replacement.
5. In response to its understanding of a potential decision from the NRC that would result in an outage at Comanche Peak Unit 2 in 2007, TXU has moved nuclear fuel deliveries from 2008 into 2007.
6. Decordova Unit 1 main power transformer failed on June 9, 2006. The failed transformer is being rewound and as a result the Decordova site does not currently have a spare transformer.

7.



- [REDACTED]
8. [REDACTED]
9. Capital expenditures for TXU 's environmental projects as set forth in Schedule 6.1(a)(1)(3).
10. As a result of a petition filed with the PUCT claiming that the Infrastrux joint venture violates the Public Utility Regulatory Act (PURA), the PUCT determined that it should review the entire Infrastrux transaction. Any delay in the timing of the Infrastrux transaction, or any adverse determination by the PUCT materially altering the terms of the transaction, including resulting in the Company not being able to complete the transaction, could negatively impact TXU.
11. New one-year labor agreements were reached in 2006 covering bargaining unit employees in TXU Energy Company's lignite, mining, and nuclear generation operations. In January 2007, new one-year labor agreements were reached covering bargaining unit employees in the natural gas-fueled generation operations. Negotiations are currently underway with respect to the collective bargaining agreement covering bargaining unit employees in TXU Energy Company's lignite/coal-fueled operations. The existing TXU Electric Delivery bargaining agreement will expire in 2007 and wages and benefits are currently being negotiated. A new bargaining unit was certified in TXU Electric Delivery in December 2006, and negotiations are underway.
12. Negotiations for Lignite Plant bargaining unit employees are in process and will likely be completed by June 1, 2007. Negotiations have recently begun with both bargaining units of Comanche Peak employees for the contract expiring in March, 2007.
13. See Item 1 of Section 5.1(k) of this Disclosure Letter.

Fuel:

16. TXU Power entered into a contract for PRB coal rail transportation for the Big Brown plant: Term is 2007- 2011 with minimum of 1.9 million tons.
17. The fuel plan for the Big Brown plant changed to favor the consumption of higher volumes of lignite fuel.

O&M:

18. Valley Unit 1 is a 175MW gas/oil electric generation unit that was commissioned in 1962 in Fannin County, Texas. In October 2006, TXU Power retired Valley Unit 1.
19. Executed Stand In Power Purchase agreement with Alcoa: the term began December 28, 2006 and will continue until the earliest of the Sandow 5 Commercial Operation Date, the date, if any, on which the Sandow 5 Agreement is terminated in accordance with its terms, and August 1, 2009.
20. In December, 2006 the Company sold land around the North Lake plant, under the terms of the Omnibus Agreement for exchange of land and easements for minerals entered into on December 28, 2006 by and among TXU Generation Company L.P., TXU Mineral Development Company II LP, and Trammel Co. Company No. 43 Limited.
21. The Company has entered into certain trades further described in Section 5.1(q) of this Disclosure Letter.
22. The Company has entered into operating leases in January and February 2007 with BLC for approximately 420 rail cars that expire in December 2007. The Company intends to continue to enter into operating leases for approximately 700 additional rail cars through May 2007.

Capital Expenditures:

23. Martin Lake Main Power Transformer rewind: General Electric \$4.8MM due back May 2008.
24. Replace the Martin Lake Unit 3 boiler tubing upper front waterwall tubes for \$5.5MM.
25. Construct a makeup pipeline and pumping station from the Sabine River to Martin Lake for \$12.5MM.
26. Purchase and install mercury compliance monitoring equipment for \$5.2MM.
27. Purchase and install SO2 scrubbed modifications to achieve maximum scrubbing capability on Sandow Unit 4 for \$25.7MM.
28. Purchase and install lower slope tubes on Martin Lake Unit 3 for \$9.8MM.
29. The State Highway 7 overpass for Kosse Mine was engineered for \$4.1MM. An 11 mile railroad from Kosse mine to Oak Grove plant was constructed for and contracts executed (\$27.1MM) relating to the Kosse Mine.

**Section 5.1(g)**  
**Litigation and Liabilities**

See Section 5.1(f)(i)(5) and (12), Section 5.1(h)(iv)(1), Section 5.1(k)(1) and (6), Section 5.1(l)(5)-(8) of this Disclosure Letter.

1. On December 1, 2006, a lawsuit was filed in the United States District Court for the Western District of Texas against TXU Generation Company, LP, Oak Grove Management Company LLC, and TXU Corp. The Complaint seeks declaratory and injunctive relief, as well as the assessment of civil penalties, with respect to the Permit Application for the construction and operation of the Oak Grove generation plant in Robertson County, Texas. The plaintiffs allege violations of the Federal Clean Air Act, Texas Health and Safety Code and Texas Administrative Code and seek to temporarily and permanently enjoin the construction and operation of the Oak Grove generation plant. The Complaint also asserts that the Permit Application was deficient in failing to comply with various modeling and analysis requirements relative to the impact of emissions on the environment. Plaintiffs further request that the District Court enter an Order requiring defendants to take other appropriate actions to remedy, mitigate and offset alleged harm to the public health and environment.
2. On September 6, 2005 a lawsuit was filed in the United States District Court for the Northern District of Texas, Dallas Division against TXU Corp. and C. John Wilder. The plaintiff's amended complaint asserts claims on behalf of the plaintiffs and a putative class of owners of certain TXU Corp. securities who tendered such securities in connection with a tender offer conducted by TXU Corp. in 2004. The amended complaint alleges violations of the provisions of Sections 14(e), 10(b) and 20(a) of the Securities Exchange Act of 1934, as amended, and Rule 10b-5. The allegations relate to a tender offer conducted in September and October 2004 for certain equity-linked securities in which it was expressly disclosed that TXU Corp. management was evaluating whether it should recommend to the board of directors that the board reevaluate TXU Corp.'s dividend policy. After the tender offer was closed, and consistent with the disclosure, management did make a recommendation to the board to reevaluate the dividend policy and the board elected to increase the quarterly dividend. The plaintiffs contend that such disclosure in connection with the tender offer was inadequate. TXU Corp. maintains that the disclosure provided in connection with the tender offer regarding the evaluation of the dividend policy was complete and accurate at the time the tender offer was initiated as well as when it was closed. A Motion to Dismiss was filed by the defendants, and the District Court entered an order granting the Motion to Dismiss and dismissing this litigation with prejudice on August 30, 2006. The plaintiff filed a timely notice of appeal and the matter is now before the Fifth Circuit Court of Appeals with briefing of the appeal completed.

3. Between October 19, 2004 and October 31, 2005, twelve lawsuits were filed in various California superior courts by purported customers against TXU Corp., TXU Energy Trading Company and TXU Energy Services and other marketers, traders, transporters and sellers of natural gas in California. Plaintiffs allege that beginning at least by the summer of 2000, defendants manipulated and fixed at artificially high levels natural gas prices in California in violation of the Cartwright Act and other California state laws. These lawsuits have been coordinated in the San Diego Superior Court with numerous other natural gas actions as "In re Natural Gas Anti-Trust Cases I, II, III, IV and V." The court denied TXU Corp.'s Motion to Quash Service for lack of personal jurisdiction. Discovery has commenced in this litigation. On December 28, 2006, an agreement in principle to settle this matter was reached between the TXU defendants and the plaintiffs in the twelve pending lawsuits. The settlement is in the process of being finalized with formal settlement documents after which motions to dismiss shall be submitted to the Court for approval.
4. In November 2002 and February and March 2003, three lawsuits were filed in the United States District Court for the Northern District of Texas, Dallas Division, asserting claims under the Employee Retirement Income Security Act (ERISA) on behalf of a putative class of participants in and beneficiaries of various employee benefit plans of TXU Corp. These ERISA lawsuits were consolidated, and a consolidated complaint was filed in February 2004 against TXU Corp., the directors of TXU Corp. serving during the putative class period, as well as certain officers of the company who were the members of the TXU Thrift Plan Committee. The plaintiffs seek to represent a class of participants in such employee benefit plans during the period between April 26, 2001 and October 11, 2002. The plaintiffs filed an initial motion for class certification and, after class certification discovery was completed, the District Court denied plaintiffs' initial class certification motion without prejudice and granted plaintiffs' leave to amend their complaint. Plaintiffs' second class certification motion, filed on the basis of their amended complaint, was denied and the case was ordered dismissed without prejudice on September 29, 2005. The plaintiffs filed an appeal of the dismissal to the Fifth Circuit Court of Appeals. While on appeal, the matter was referred to the Fifth Circuit's alternative dispute resolution program and subsequently to mediation. While mediation was unsuccessful, further discussions led to an agreement in principle to settle this litigation on December 24, 2006 for \$7.25 million, before attorney's fees, to be paid by TXU Corp. to the thrift plan pursuant a Court approved allocation. A Memorandum of Understanding confirming the agreement in principle was signed on January 24, 2007 and the settlement is in the process of being confirmed with final settlement documents, after which the settlement will be submitted to the District Court for approval. Related Settlement Agreement.
5. In October, November and December 2002 and January 2003, a number of lawsuits were filed in, removed to, or transferred to the United States District

Court for the Northern District of Texas, Dallas Division, against TXU Corp. and certain of its officers and directors. These lawsuits were consolidated and lead plaintiffs were appointed by the Court. The consolidated complaint alleged violations of the Securities Exchange Act of 1934, as amended, Rule 10b-5 and the Securities Act of 1933, as amended. On January 20, 2005, TXU Corp. executed a memorandum of understanding settling this litigation for \$150 million before attorney's fees. After preliminary certification of a settlement class and notice to such class, the District Court conducted a hearing and thereafter on November 8, 2005 granted final approval of the settlement. Certain members of the settlement class who objected to the plan of allocation, the plaintiffs' attorneys' fees and other matters related to the approval of the settlement have appealed the orders approving the settlement to the Fifth Circuit Court of Appeals and the appeal remains pending. Related Settlement Agreement.

6. In October 2006, TXU Portfolio Management Company (TXU Portfolio Management) was notified that the Commission had begun an investigation of its 2005 activities in the ERCOT wholesale electricity market as a result of observations noted in the 2005 State of the Market Report for the ERCOT Wholesale Electricity Market performed by Potomac Economics, an economic consulting firm. TXU Portfolio Management Company believes that the investigation will focus on activities involving bids to sell balancing energy and generation unit commitments.
7. On March 18, 2005, TXU received a subpoena from the SEC. The subpoena required TXU to produce documents and other information for the period from January 1, 2001 to March 31, 2003 relating to, among other things, the financial distress at TXU Europe during 2002 and the resulting financial condition of TXU including reduction of TXU's quarterly dividend in October 2002. TXU understands the investigation has been closed and no enforcement action has been commenced.
8. Phillip Darren Wooldridge v. TXU Energy, Oncor, Oncor Electric Delivery Company and TXU Energy Retail Company, LP (101<sup>st</sup> Judicial District, Dallas)
9. John Gregory Reilly v. TXU Corp. and TXU Business Services Company (U.S. District Court, Northern District, Dallas Division)
10. Arthur Temple, III, as Trustee of the Arthur Temple Indenture Trust v. TXU Corp., et al. (District Court, Angelina)
11. Romualdo Castillo v. TXU Electric Delivery Company (17<sup>th</sup> Judicial District, Tarrant)
12. Reuben J. Brooks and Joe Edward Matthews v. Eastman Chemical Co., et al. (71<sup>st</sup> Judicial District, Harrison)

13. Kate Conway, Individually and as a Personal Representative of the Heirs and Estate of Bob Conway, deceased v. TXU Corp, Texas Energy Industries, Inc. & TXU US Holdings Company, et al. (101<sup>st</sup> Judicial District, Dallas)
14. Bobby W. Green v. TXU Energy Company, LLC, et al. (200<sup>th</sup> Judicial District, Travis)
15. Curtis Greenhouse, et al. v. TXU Electric Company, et al. (4<sup>th</sup> Judicial District, Rusk)
16. Daniel Mikulencak v. TXU Mining Company, LP d/b/a TXU Mining Company; TXU US Holdings Company f/k/a Texas Utilities Electric Company successor in merger to Texas Power & Light Company; Alcoa Inc. f/k/a Aluminum Company of America, et al. (14<sup>th</sup> Judicial District, Dallas)
17. Joyce Skinner, Individually and as a Personal Representative of the Estate of Cecil Wayne Skinner, Deceased v. Texas Utilities Company, Inc., Texas Utilities Generating Company, Inc., TXU US Holdings Company, et al. (20<sup>th</sup> Judicial District, Milam)
18. Robert Allison v. TXU Energy Company, LLC, et al. (TXU Power) (353<sup>rd</sup> Judicial District, Travis)
19. Laren A. Mattson, and wife, Shirley Mattson, et al. v. Texas Utilities Generation Company, Inc. (172<sup>nd</sup> Judicial District, Jefferson County)
20. Beverly Jackson, Scott Jackson, David W. Jackson, Individually and as Heirs of the Estate of Wendell R. Jackson v. TXU Electric Company, Individually & Successor to Texas Electric Service Company and Texas Power & Light (TXU Power), et al. (125<sup>th</sup> Judicial District, Harris)
21. Norbert Paul Mueggenborg, et al. (Ricky Kraatz) v. Texas Utilities Generating Company, Inc., Texas Utilities Generating Company, Texas Utilities Company, Texas Utilities Electric Company, Inc., TXU Energy Company LLC, et al. (200<sup>th</sup> Judicial District, Travis)
22. Joe Mitcham and Carol Mitcham v. TXU US Holdings Company d/b/a TU Electric (414<sup>th</sup> Judicial District, McLennan)
23. Townsend Elmo Reed v. Texas Power & Light and Texas Utilities Electric Company (60<sup>th</sup> Judicial District, Jefferson)
24. Benthall G. Simpson, Individually, as Surviving Spouse and as Representative of the Estate of John E. Simpson, deceased and Paula Simpson Ahrend and John K. Simpson, Surviving Children of Deceased v. TXU Electric Co., et al. (128<sup>th</sup> Judicial District, Orange)



25. Jack Smythe Sr. v. TXU Energy Company, LLC, et al. (TXU Power) (345<sup>th</sup> Judicial District, Travis)
26. Edward E. Stalik v. Texas Power & Light Company, Inc. et al. (TXU Power) (329<sup>th</sup> Judicial District, Wharton)
27. ABAG Publicly Owned Energy Resources v. Sempra Energy, et al. (Superior Court of California, Alameda)
28. The Board of Trustees of the California State University v. Dynegy; West Coast Power, LLC, et al. (Superior Court of the State of California, San Diego)
29. City of Detroit v. TXU Energy Retail Company, LP f/k/a TXU Energy Services, et al. (U.S. District Court, Michigan, Southern Division)
30. Lawrence B. Leverett v. TXU Corp., TXU Wholesale LP d/b/a TXU Portfolio Management Company, LP and TXU Energy Company, L.L.C. (192<sup>nd</sup> Judicial District, Dallas)
31. Michael Davis v. Metropolitan Life Insurance Company, Administrator of the TXU Long Term Disability Plan and Texas Utilities System Employee Long-Term Disability Plan (U.S. District Court, Marshall, TX Division)
32. Lillian Phillips v. TXU Corp. and TXU Energy Company LLC (U.S. District Court, Northern District, Dallas Division)
33. Lillian Phillips v. TXU Corp., TXU Energy Retail Company, LP and TXU Energy Company LLC (U.S. District Court, Northern District, Dallas Division)
34. Calvin L. Wess v. Capgemini Energy LP and TXU Energy Company LLC (U.S. District Court, Northern District, Dallas Division)
35. Tiffany Rebecca Flowers v. Red River County, Jerry Neil Conway, Terry Reed, and TXU Energy (U.S. District Court, Eastern District of the Texarkana Division)
36. Charles Michael Butts, Individually and as Personal Representative of the heirs and Estate of Charles Truman Butts, Deceased, and Lois Butts (Delaware Superior Court, New Castle)
37. Dorothy Iehle, Individually and as Personal Representative of the Estate of Norman F. Iehle, v. Certainteed Corporation, et al. (WGI-Ebasco Division) (New York Supreme Court, New York)
38. George Routhier and Veronica Routhier, his wife, v. Beazer East Inc., et al. (WGI-Ebasco Division) (New York Supreme Court, New York)

39. Margaret Stein, as Executrix of the Estate of Frederick Stein v. A.W. Chesterton Company, Inc., et al. (WGI-Ebasco Division) (New York Supreme Court, New York)
40. Phillip R. Brassfield v. Alcoa, Inc., et al. (Entergy Arkansas-Ebasco) (193rd Judicial District, Dallas)
41. Merlee Christiansen, Individually and as Personal Representative to Wyla Sherwood, decedent; and DOES One through Ten, Inclusive, v. A.W. Chesterton Company, et al. (including Ebasco Services, Inc.) (Superior Court of California, San Francisco)
42. Anita Perea Delatte, et ux. v. Reily-Benton Company, Inc., et al. (Ebasoc Services, Inc.) (District Court, Orleans, Louisiana)
43. Howell Pennington v. AC & S, Inc., et al. (Ebasco) (60th Judicial District, Jefferson)
44. Harold Brown, Sr. and Linda Brown v. TXU Corporation (in its own right and as successor to TXU Gas Company a/k/a Lone Star Gas Company) and Lone Star Gas Company, Inc., et al. (4th Judicial District, Rusk County, Texas)
45. Charles Michael Butts v. A.W. Chesterton Co., et al. (Ebasco) (23rd District Court, Wharton County)
46. John Cadiz v. Circor International, Inc., et al. (Ebasco) (New York Supreme Court, New York)
47. Delmon Cherry and Jean Cherry, his wife, v. A.W. Chesterton Co., Inc., et al. (Ebasco) (11th Judicial District, Harris)
48. Alexis Cretella, Executrix of the Estate of Joseph A. Cretella and, Individually and as Surviving Spouse v. AESYS Technologies, LLC, et al. (Washington Group International, Inc., f/k/a Ebasco Services, Inc.) (Fairfield Judicial District, Bridgeport, CT)
49. William Cronin v. A.W. Chesterton Company, et al. (including Ebasco) (New York Supreme Court, New York)
50. Carl E. Dodson and Sharon Dodson v. Allen Refractories Company, et al. (WGI-Ebasco Division) (Court of Common Pleas, Cambria County, PA)
51. Adria Driver, Individually and as Heir to the Estate of Darrell Driver, and Christopher Driver, Stacy Driver and Aaron Driver v. CF Braun & Co., Inc., et al. (including Ebasco Services, Inc.) (270<sup>th</sup> Judicial District, Harris)