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

FORM 8-A

**FOR REGISTRATION OF CERTAIN CLASSES OF SECURITIES
PURSUANT TO SECTION 12(b) OR (g) OF THE
SECURITIES EXCHANGE ACT OF 1934**

VISTRA ENERGY CORP.

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or Other Jurisdiction of
Incorporation or Organization)

36-4833255
(I.R.S. Employer Identification No.)

6555 Sierra Drive
Irving, Texas 75039
(Address of Principal Executive Offices)

75039
(Zip Code)

Securities to be registered pursuant to Section 12(b) of the Act:

**Title of each class
to be so registered**

**Name of each exchange on which
each class is to be registered**

7.00% Tangible Equity Units

The New York Stock Exchange

If this form relates to the registration of a class of securities pursuant to Section 12(b) of the Exchange Act and is effective pursuant to General Instruction A.(c) or (e), check the following box.

If this form relates to the registration of a class of securities pursuant to Section 12(g) of the Exchange Act and is effective pursuant to General Instruction A.(d) or (e), check the following box.

Securities Act registration statement file number to which this form relates: 333-199179

Securities to be registered pursuant to Section 12(g) of the Act: **None**

INFORMATION REQUIRED IN REGISTRATION STATEMENT

Item 1. Description of Registrant's Securities to be Registered.

For a description of the Tangible Equity Units, reference is made to the information under the caption "Description of the Units" in the prospectus supplement dated June 15, 2016 (the "Prospectus Supplement"), filed by Dynege Inc. with the Securities and Exchange Commission (the "Commission") on June 17, 2016, pursuant to Rule 424(b)(5) under the Securities Act of 1933, as amended (the "Act"), to the Prospectus dated October 6, 2014 filed as a part of Dynege Inc.'s registration statement on Form S-3 (File No. 333-199179), as filed with the Commission on October 6, 2014, which description is incorporated by reference. Each Unit is comprised of a prepaid stock purchase contract and an amortizing note. For a description of the prepaid stock purchase contract, reference is made to the information under the caption "Description of the Purchase Contracts" in the Prospectus Supplement and under the caption "Description of Capital Stock" in the prospectus dated May 9, 2017, filed by Vistra Energy Corp. (the "Registrant") with the Commission on May 9, 2017, pursuant to Rule 424(b)(3) under the Act, as part of the Registrant's registration statement on Form S-1 (No. 333-215288), as amended. For a description of the amortizing note, reference is made to the information under the caption "Description of the Amortizing Notes" in the Prospectus Supplement. Each such description referred to above is hereby incorporated by reference and made a part of this registration statement in its entirety, except that (1) each reference to Dynege Inc. and/or its common stock or equity securities shall be replaced in such descriptions with a reference to the Registrant and/or its common stock or equity securities, as the case may be, and (2) the right to settlement of each prepaid stock purchase contract into shares of Dynege Inc. common stock shall be replaced in such descriptions with a right to settlement of such prepaid stock purchase contract into shares of the Registrant's common stock, as adjusted to reflect the exchange ratio set forth in the Agreement and Plan of Merger, dated as of October 29, 2017 ("Merger Agreement"), by and between the Registrant and Dynege Inc., filed by the Registrant with the Commission as Annex A to the joint proxy statement and prospectus dated December 13, 2017 as a part of the Registrant's registration statement on Form S-4 (File No. 333-222049), and as further adjusted pursuant to the First Supplement to Purchase Contract Agreement, dated as of April 9, 2018, between the Registrant and Wilmington Trust, National Association, as purchase contract agent and attorney-in-fact for the holders, and as trustee, filed herewith (the "First Supplement"). As a result of such adjustments to reflect the exchange ratio set forth in the Merger Agreement, (1) the Minimum Settlement Rate was adjusted to 3.2731 shares of common stock of the Registrant, (2) the Maximum Settlement Rate was adjusted to 4.0421 shares of common stock of the Registrant, (3) the Reference Price per share was adjusted to \$24.7393 from \$16.13, (4) the Threshold Appreciation Price was adjusted to \$30.5521 from \$19.92 and (5) the Fundamental Change Early Settlement Rates and Stock Prices set forth in the table included in Section 5.02(e) of the Purchase Contract Agreement, dated as of June 21, 2016, between Dynege Inc. and Wilmington Trust, National Association, as purchase contract agent and attorney-in-fact for the holders, and as trustee (the "Purchase Contract Agreement"), were adjusted as set forth in the First Supplement, in each case, subject to further adjustment from time to time as provided in the Purchase Contract Agreement (as amended by the First Supplement).

Item 2. Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
2.1	<u>Agreement and Plan of Merger, by and between Vistra Energy Corp. and Dynege Inc., dated October 29, 2017 (incorporated by reference to Annex A to the Registrant's Form S-4 (Registration No. 333-222049) filed on December 13, 2017)</u>
3.1	<u>Certification of Incorporation of TCEH Corp. (now known as Vistra Energy Corp.), dated October 3, 2016 (incorporated by reference to Exhibit 3.1 of the Registrant's Form S-1 (Registration No. 333-215288) filed on December 23, 2016)</u>
3.2	<u>Certificate of Amendment of Certificate of Incorporation of TCEH Corp. (now known as Vistra Energy Corp.), dated November 2, 2016 (incorporated by reference to Exhibit 3.2 of the Registrant's Form S-1 (Registration No. 333-215288) filed on December 23, 2016)</u>
3.3	<u>Restated Bylaws of Vistra Energy Corp., dated November 4, 2016 (incorporated by reference to Exhibit 3.3 of the Registrant's Form S-1 (Registration No. 333-215288) filed on December 23, 2016)</u>
4.1	<u>Indenture, dated as of June 21, 2016, between Dynege Inc. and Wilmington Trust, National Association (incorporated by reference to Exhibit 4.1 of Dynege Inc.'s Form 8-K (Registration No. 001-33443) filed on June 21, 2016)</u>
4.2	<u>First Supplemental Indenture, dated as of June 21, 2016, between Dynege Inc. and Wilmington Trust, National Association, as trustee (including the form of the amortizing note) (incorporated by reference to Exhibit 4.2 of Dynege Inc.'s Form 8-K (Registration No. 001-33443) filed on June 21, 2016)</u>

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- 4.3 [Second Supplemental Indenture, dated as of April 9, 2018, between Vistra Energy Corp. and Wilmington Trust, National Association, as trustee](#)
- 4.4 [Purchase Contract Agreement, dated as of June 21, 2016, between Dynegy Inc. and Wilmington Trust, National Association, as purchase contract agent and attorney-in-fact for the holders, and as trustee \(including the form of unit and form of purchase contract\) \(incorporated by reference to Exhibit 4.3 of Dynegy Inc.'s Form 8-K \(Registration No. 001-33443\) filed on June 21, 2016\)](#)
- 4.5 [First Supplement to Purchase Contract Agreement, dated as of April 9, 2018, between Vistra Energy Corp. and Wilmington Trust, National Association, as purchase contract agent and attorney-in-fact for the holders, and as trustee](#)
- 99.1 [Prospectus Supplement of Dynegy Inc., dated June 15, 2016 and filed on June 17, 2016, relating to the Units of Dynegy Inc. and accompanying prospectus filed October 6, 2014 \(File No. 333-199179\) \(incorporated by reference\)](#)
- 99.2 [Prospectus of Vistra Energy Corp., dated May 9, 2017 and filed on May 9, 2017, relating to the common stock of Vistra Energy Corp. \(File 333-215288\) \(incorporated by reference\)](#)

SIGNATURE

Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, the Registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereto duly authorized.

VISTRA ENERGY CORP.

By: /s/ Kristopher E. Moldovan

Name: Kristopher E. Moldovan

Title: Senior Vice President and Treasurer

Date: April 9, 2018

SECOND SUPPLEMENTAL INDENTURE

TO BE DELIVERED IN CONNECTION WITH THE VISTRA ACQUISITION

SECOND SUPPLEMENTAL INDENTURE (this “Supplemental Indenture”), dated as of April 9, 2018, between Vistra Energy Corp., a Delaware corporation (the “Successor”), and Wilmington Trust, National Association, as trustee under the indenture referred to below (the “Trustee”). Unless otherwise defined in this Supplemental Indenture, capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture (as defined below) and the Purchase Contract Agreement (as defined below).

WITNESSETH

WHEREAS, Dynegy Inc. (“Dynegy”) has outstanding 4,600,000 Tangible Equity Units, each consisting of (i) a prepaid stock purchase contract (each, a “Purchase Contract”) pursuant to which the holder thereof shall have the right from time to time to receive a number of shares of common stock of Dynegy determined pursuant to the terms of the Purchase Contract and the Purchase Contract Agreement, dated as of June 21, 2016 (the “Purchase Contract Agreement”), among Dynegy and Wilmington Trust, National Association, as purchase contract agent, and as Trustee, pursuant to which the Units and the Purchase Contracts were issued and (ii) a 7.00% Senior Amortizing Note due 2019 (collectively, the “2019 Amortizing Notes”), \$87,165,860 aggregate principal amount of which were initially issued under that certain Indenture, dated as of June 21, 2016 (the “Base Indenture”), by and between Dynegy and the Trustee, as supplemented by the First Supplemental Indenture, dated as of June 21, 2016 (the “First Supplemental Indenture” and, together with the Base Indenture, the “Indenture”), by and between Dynegy and the Trustee;

WHEREAS, the Successor has filed with the Secretary of State of the State of Delaware a Certificate of Merger, dated as of April 9, 2018, which provides for the merger of Dynegy with and into the Successor (the “Merger”), with the Successor continuing its corporate existence under the laws of the State of Delaware as the surviving company of the Merger;

WHEREAS, as a result of the Merger, the Successor shall assume the obligations of Dynegy under the Units, including, for the avoidance of doubt, with respect to the Purchase Contracts and the 2019 Amortizing Notes;

WHEREAS, Section 7.01 of the First Supplemental Indenture provides, among other things, that Dynegy may consolidate or merge with or into another Person or sell, assign, transfer, lease or otherwise dispose of all or substantially all of the properties and assets of Dynegy and its Subsidiaries taken as a whole to another Person; *provided* that, among other things, the Person formed by or surviving any such consolidation or merger (if other than Dynegy) or the Person to which such sale, assignment, transfer, conveyance or other disposition has been made assumes all the obligations of Dynegy under the 2019 Amortizing Notes and the Indenture pursuant to a supplemental indenture;

WHEREAS, Section 8.01 of the First Supplemental Indenture provides, among other things, that the Indenture (with respect to the 2019 Amortizing Notes) or the 2019 Amortizing Notes (whether or not part of a Unit) may be amended or supplemented without the consent of

any Holder of the 2019 Amortizing Notes to evidence the succession by a successor corporation and to provide for the assumption by a successor of Dynegey's obligations under the Indenture; and

WHEREAS, the Successor desires and has requested that the Trustee join in the execution of this Supplemental Indenture for the purpose of evidencing such assumption by the Successor.

NOW THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt of which is hereby acknowledged, the Trustee and the Successor mutually covenant and agree for the equal and ratable benefit of the Holders of the 2019 Amortizing Notes as follows:

ARTICLE 1

ASSUMPTION AND AGREEMENTS

Section 1.1 . The Successor hereby, in accordance with the terms and conditions of the Indenture, assumes the due and punctual payment of the principal of, premium, if any, Additional Interest, if any, and interest on the 2019 Amortizing Notes, and the due and punctual performance and observance of all other covenants, conditions and other obligations contained in the Indenture and the 2019 Amortizing Notes on the part of Dynegey to be performed or observed.

Section 1.2 . The Successor shall succeed to, and be substituted for, and may exercise every right and power of, Dynegey under the Indenture and the 2019 Amortizing Notes with the same effect as if the Successor had been named as "the Company" therein.

ARTICLE 2

MISCELLANEOUS

Section 2.1 . NEW YORK LAW TO GOVERN. THE INDENTURE, THIS SUPPLEMENTAL INDENTURE AND THE 2019 AMORTIZING NOTES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

Section 2.2 . Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

Section 2.3 . Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

Section 2.4 . The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Successor.

Section 2.5 . Ratification of Indenture; Supplemental Indenture Part of Indenture. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of the 2019 Amortizing Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

[*Signature pages follow*]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed and attested, all as of the date first above written.

VISTRA ENERGY CORP.,
as Successor

By: /s/ Kristopher E. Moldovan
Name: Kristopher E. Moldovan
Title: Senior Vice President and Treasurer

[Signature Page to 7.00% Amortizing Notes Supplemental Indenture]

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Trustee

By: /s/ Shawn Goffinet

Name: Shawn Goffinet

Title: Assistant Vice President

[Signature Page to 7.00% Amortizing Notes Supplemental Indenture]

FIRST SUPPLEMENT

TO BE DELIVERED IN CONNECTION WITH THE VISTRA ACQUISITION

FIRST SUPPLEMENT (this "Supplement"), dated as of April 9, 2018, between Vistra Energy Corp., a Delaware corporation (the "Successor"), and Wilmington Trust, National Association, a national banking association, acting as purchase contract agent (in such capacity, the "Purchase Contract Agent") and as trustee (in such capacity, the "Trustee") under the Purchase Contract Agreement (as defined below). Unless otherwise defined in this Supplement, capitalized terms used herein without definition shall have the meanings assigned to them in the Purchase Contract Agreement.

RECITALS OF THE COMPANY

Dynergy Inc. ("Dynergy") has outstanding 4,600,000 Tangible Equity Units, each consisting of (i) a prepaid stock purchase contract (each, a "Purchase Contract") pursuant to which the holder thereof shall have the right from time to time to receive a number of shares of common stock of Dynergy determined pursuant to the terms of the Purchase Contract and the Purchase Contract Agreement, dated as of June 21, 2016 (the "Purchase Contract Agreement"), among Dynergy and Wilmington Trust, National Association, as Purchase Contract Agent and as Trustee, pursuant to which the Units and the Purchase Contracts were issued and (ii) a 7.00% Senior Amortizing Note due 2019 (the "2019 Amortizing Notes"), \$87,165,860 aggregate principal amount of which were issued under that certain Indenture, dated as of June 21, 2016, by and between Dynergy and the Trustee, as supplemented by the First Supplemental Indenture, dated as of June 21, 2016, by and between Dynergy and the Trustee;

WHEREAS, the Successor has filed with the Secretary of State of the State of Delaware a Certificate of Merger, dated as of April 9, 2018, which provides for the merger of Dynergy with and into the Successor (the "Merger"), with the Successor continuing its corporate existence under the laws of the State of Delaware as the surviving company of the Merger;

WHEREAS, as a result of the Merger, the Successor shall assume the obligations of Dynergy under the Units, including, for the avoidance of doubt, with respect to the Purchase Contracts and the 2019 Amortizing Notes;

WHEREAS, the Certificate of Merger provides that, at the effective time of the Merger (the "Effective Time"), each share of common stock of Dynergy ("Dynergy Common Stock") that was issued and outstanding immediately prior to the Effective Time, excluding any cancelled shares, were converted into the right to receive 0.652 (the "Exchange Ratio") shares of common stock of the Successor ("Successor Common Stock") and, as a result of the Merger, all of the shares of Dynergy Common Stock converted into the right to receive shares of Successor Common Stock ceased to be outstanding and were cancelled;

WHEREAS, as a result of the Merger, the Successor shall assume the obligations of Dynergy under the Units, including, for the avoidance of doubt, with respect to the Purchase Contracts and the 2019 Amortizing Notes;

WHEREAS, Section 9.01 of the Purchase Contract Agreement provides, among other things, that Dynegy may consolidate or merge with or into another Person or sell, assign, transfer, lease or otherwise dispose of all or substantially all of the properties and assets of Dynegy and its Subsidiaries taken as a whole to another Person; *provided* that, among other things, the successor entity (if not Dynegy) or the Person to which such sale, assignment, transfer, lease or other disposition has been made expressly assumes all the obligations of Dynegy under the Purchase Contracts and the Purchase Contract Agreement pursuant to agreements reasonably satisfactory to the Purchase Contract Agent;

WHEREAS, Section 5.01(e) of the Purchase Contract Agreement provides that in the event of a Merger Event as a result of which Dynegy Common Stock would, among other things, be converted into common stock then, at the effective time of such Merger Event, the right to settlement of each Unit or Separate Purchase Contract into shares of Dynegy Common Stock will be changed into a right of settlement of such Unit or Separate Purchase Contract based on the kind and amount of Reference Property that a holder of shares of Dynegy Common Stock would have owned or been entitled to receive upon such Merger Event;

WHEREAS, Section 8.01 of the Purchase Contract Agreement provides that Dynegy, the Purchase Contract Agent and the Trustee may enter into a supplement to the Purchase Contract Agreement without the consent of any Holders to, among other things, (i) evidence the succession by a successor corporation and to provide for the assumption by a successor of Dynegy's obligations under the Purchase Contract Agreement and (ii) to provide for the settlement of the Purchase Contracts into the Reference Property pursuant to Section 5.01(e) of the Purchase Contract Agreement in the case of a Merger Event; and

WHEREAS, the Successor desires and has requested that the Purchase Contract Agent and the Trustee join in the execution of this Supplement for the purpose of evidencing such assumption by the Successor and such change in right of settlement of the Purchase Contracts into the Reference Property.

NOW THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt of which is hereby acknowledged, the Purchase Contract Agent and the Successor mutually covenant and agree for the equal and ratable benefit of the Holders as follows:

ARTICLE 1

SUCCESSOR AS ISSUER OF COMMON STOCK UPON SETTLEMENT

Section 1.1 . The parties hereby agree that, from and after the Effective Time, the Successor shall issue and deliver the number of shares of Successor Common Stock which is sufficient to settle the Purchase Contracts as provided in Article 2 of this Supplement and Article IV of the Purchase Contract Agreement, in the manner set forth herein and therein.

Section 1.2 . The Successor shall succeed to, and be substituted for, and may exercise every right and power of, Dynegy under the Purchase Contract Agreement, the Units and the Purchase Contracts, with the same effect as if the Successor had been named as "the Company" therein.

Section 1.3 . Subject to the other provisions of this Supplement, from and after the Effective Time, references to “the Common Stock” in the Purchase Contract Agreement shall relate to the Successor Common Stock in accordance with the provisions of the Purchase Contract Agreement, except to the extent that such reference is a reference to Dynegy Common Stock as of a time preceding the Effective Time.

ARTICLE 2

PURCHASE CONTRACT SETTLEMENT

Section 2.1 . The Merger constitutes a Merger Event set forth in Section 5.01(e) of the Purchase Contract Agreement as a result of which from and after the Effective Time:

- (i) the adjusted Minimum Settlement Rate shall be 3.2731 shares of Successor Common Stock (calculated by multiplying the Minimum Settlement Rate that is in effect immediately prior to the Effective Time of 5.0201 shares of Dynegy Common Stock by the Exchange Ratio); and
- (ii) the adjusted Maximum Settlement Rate shall be 4.0421 shares of Successor Common Stock (calculated by multiplying the Maximum Settlement Rate that is in effect immediately prior to the Effective Time of 6.1996 shares of Dynegy Common Stock by the Exchange Ratio).

As a result of the foregoing adjustments, the Reference Price per share shall be adjusted to \$24.7393 from \$16.13 (calculated by dividing the Reference Price per share by the Exchange Ratio) and the Threshold Appreciation Prices to \$30.5521 from \$19.92 (calculated by dividing the Threshold Appreciation Price by the Exchange Ratio), as provided in the Purchase Contract Agreement.

In addition, the Fundamental Change Early Settlement Rates and Stock Prices set forth in the table included in Section 5.02(e) of the Purchase Contract Agreement shall also be adjusted as a result of the Merger as follows (calculated by (i) multiplying each Fundamental Change Early Settlement Rate by the Exchange Ratio and (ii) dividing each Stock Price by the Exchange Ratio):

Effective Date	Stock Price											
	<u>\$6.1350</u>	<u>\$12.2699</u>	<u>\$18.4049</u>	<u>\$21.4724</u>	<u>\$24.7393</u>	<u>\$27.6074</u>	<u>\$30.5521</u>	<u>\$38.3436</u>	<u>\$46.0123</u>	<u>\$53.6810</u>	<u>\$61.3497</u>	<u>\$76.6871</u>
June 21, 2016	3.9449	3.7558	3.5931	3.5312	3.4778	3.4398	3.4079	3.3486	3.3135	3.2918	3.2781	3.2731
October 1, 2016	3.9617	3.7811	3.6131	3.5477	3.4908	3.4502	3.4160	3.3529	3.3159	3.2934	3.2793	3.2731
January 1, 2017	3.9760	3.8052	3.6327	3.5636	3.5033	3.4600	3.4236	3.3565	3.3176	3.2944	3.2800	3.2731
April 1, 2017	3.9891	3.8302	3.6535	3.5807	3.5163	3.4701	3.4311	3.3597	3.3189	3.2949	3.2804	3.2731
July 1, 2017	4.0009	3.8570	3.6768	3.5996	3.5306	3.4808	3.4389	3.3624	3.3195	3.2948	3.2803	3.2731
October 1, 2017	4.0114	3.8857	3.7030	3.6209	3.5464	3.4924	3.4468	3.3645	3.3193	3.2940	3.2798	3.2731
January 1, 2018	4.0200	3.9157	3.7326	3.6450	3.5640	3.5048	3.4548	3.3654	3.3178	3.2923	3.2786	3.2731
April 1, 2018	4.0265	3.9462	3.7661	3.6724	3.5836	3.5179	3.4624	3.3647	3.3149	3.2897	3.2770	3.2731
July 1, 2018	4.0312	3.9771	3.8062	3.7056	3.6067	3.5325	3.4697	3.3615	3.3098	3.2858	3.2748	3.2731
October 1, 2018	4.0345	4.0062	3.8555	3.7482	3.6356	3.5489	3.4757	3.3538	3.3015	3.2805	3.2731	3.2731
January 1, 2019	4.0372	4.0289	3.9182	3.8067	3.6749	3.5681	3.4778	3.3380	3.2895	3.2748	3.2731	3.2731
April 1, 2019	4.0397	4.0393	3.9953	3.8979	3.7387	3.5913	3.4664	3.3067	3.2758	3.2731	3.2731	3.2731
July 1, 2019	4.0421	4.0421	4.0421	4.0421	4.0421	3.6223	3.2731	3.2731	3.2731	3.2731	3.2731	3.2731

Section 2.2 . In accordance with the last paragraph of Section 5.01(e) of the Purchase Contract Agreement, the Fixed Settlement Rates (together with corresponding adjustments to the Reference Price, the Threshold Appreciation Price, the Fundamental Change Early Settlement Rates and the Stock Prices) shall be adjusted for events subsequent to the Effective Time, in a manner that is as nearly equivalent as may be practicable, as determined by the Board of Directors in a commercially reasonable judgment, to the adjustments provided for in Section 5.01(e) of the Purchase Contract Agreement as if the Successor was the original “Company” under the Purchase Contract Agreement.

ARTICLE 3

MISCELLANEOUS

Section 3.1 . Governing Law . This Supplement, the Purchase Contract Agreement, the Units and the Separate Purchase Contracts, and any claim, controversy or dispute arising under or related to this Supplement, the Purchase Contract Agreement, the Units or the Separate Purchase Contracts shall be governed by, and construed in accordance with, the laws of the State of New York.

Section 3.2 . Counterparts . This Supplement may be executed in any number of counterparts by the parties hereto on separate counterparts, each of which, when so executed and delivered, shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

Section 3.3 . Effect of Headings . The Section headings herein are for convenience only and shall not affect the construction hereof.

Section 3.4 . The Purchase Contract Agent and the Trustee . The Purchase Contract Agent and the Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplement or for or in respect of the recitals contained herein, all of which recitals are made solely by the Successor.

Section 3.5 . Ratification of the Purchase Contract Agreement; Supplement Part of the Purchase Contract Agreement. Except as expressly amended hereby, the Purchase Contract Agreement is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplement shall form a part of the Purchase Contract Agreement for all purposes, and every Holder of Units heretofore or hereafter authenticated and delivered shall be bound hereby.

Section 3.6 . Units and Separate Purchase Contracts Deemed Conformed. As of the Effective Time, the provisions of each Unit or Separate Purchase Contract then outstanding shall be deemed to be conformed, without the necessity for any reissuance or exchange of such Unit or Separate Purchase Contract or any other action on the part of the Holders, the Successor, the Company, the Agent or the Trustee, so as to reflect this Supplement.

[*Signature pages follow*]

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be duly executed and attested, all as of the date first above written.

VISTRA ENERGY CORP. ,
as Successor

By: /s/ Kristopher E. Moldovan
Name: Kristopher E. Moldovan
Title: Senior Vice President and Treasurer

[Signature Page to Supplement to Purchase Contract Agreement]

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Purchase Contract Agent

By: /s/ Shawn Goffinet
Name: Shawn Goffinet
Title: Assistant Vice President

WILMINGTON TRUST, NATIONAL ASSOCIATION ,
as Trustee

By: /s/ Shawn Goffinet
Name: Shawn Goffinet
Title: Assistant Vice President

[Signature Page to Supplement to Purchase Contract Agreement]