
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, DC 20549

FORM 8-K

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

Date of Report (Date of earliest event reported): April 24, 2018

VISTRA ENERGY CORP.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

001-38086
(Commission
File Number)

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

6555 Sierra Drive
Irving, TX
(Address of principal executive offices)

75039
(Zip Code)

(214) 812-4600
(Registrant's telephone number, including area code)

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

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

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

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

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement.

Reference is made to the disclosures set forth under Item 5.02 of this current report on Form 8-K, which disclosure is incorporated herein by reference.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On April 24, 2018, Jennifer Box advised Vistra Energy Corp. (the “Company”) that she would resign from her positions as a member of the Board of Directors (the “Board”) of the Company and a member of the Compensation Committee of the Board, effective immediately. Ms. Box’s resignation was not the result of any disagreement with the Company on any matter relating to the Company’s operations, policies or practices.

Ms. Box served on the Board as a director designee of Oaktree Capital Management, L.P. (“Oaktree”) pursuant to that certain stockholders’ agreement (the “Stockholders’ Agreement”), dated as of October 3, 2016, by and among TCEH Corp. (as predecessor to the Company), Oaktree and the other stockholders party thereto (collectively, the “Oaktree Stockholder”). In connection with Ms. Box’s resignation, the Oaktree Stockholder and the Company have agreed to terminate the Stockholders’ Agreement (the “Termination Agreement”) such that the Oaktree Stockholder will no longer be afforded any of the rights and remedies provided in the Stockholders’ Agreement, including, without limitation, any and all rights that the Oaktree Stockholder had under the Stockholders’ Agreement to nominate or designate a director to the Board. Although the Stockholders’ Agreement has been terminated, the Company and Oaktree have agreed that Oaktree will designate an unaffiliated replacement for Ms. Box’s vacant board seat to serve out the remainder of her term ending in May 2019.

The foregoing is qualified in its entirety by reference to the Termination Agreement, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference. The above description of the Termination Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Termination Agreement.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

The following exhibit is filed in accordance with the provisions of Item 601 of Regulation S-K:

Exhibit No.	Description
10.1	<u>Termination of Stockholders’ Agreement, dated April 24, 2018, by and among the Company and the Oaktree Stockholder.</u>

SIGNATURES

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

Dated: April 27, 2018

Vistra Energy Corp.

/s/ Cecily Small Gooch

Name: Cecily Small Gooch

Title: Senior Vice President, Associate General Counsel, Chief Compliance Officer and Corporate Secretary

TERMINATION OF STOCKHOLDERS' AGREEMENT

This Termination of Stockholders' Agreement (this "Termination Agreement") is made as of April 24, 2018 (the "Effective Time"), between Vistra Energy Corp. (formerly known as TCEH Corp., the "Company"), a Delaware corporation, and the entities signing under the heading "Stockholder" on the signature pages hereto (collectively, the "Stockholder"). Capitalized terms used but not otherwise defined in this Amendment shall have the meanings given such terms in the Agreement (as defined below).

WHEREAS, on October 3, 2016, the Company and the Stockholder entered into that certain Stockholders' Agreement (the "Agreement");

WHEREAS, the Company agreed in the Agreement to permit the Stockholder, beginning as of the date of the Agreement, to nominate or designate one person to serve on the board of directors of the Company (the "Board") on the terms and conditions set forth in the Agreement;

WHEREAS, on October 3, 2016, the Stockholder designated Jennifer Box to serve as a director on the Board and she has served in such capacity since such date;

WHEREAS, on April 24, 2018, Jennifer Box, with the approval of the Stockholder, submitted a resignation letter to the Board officially resigning from the Board (the "Resignation") effective as April 24, 2018 (the "Resignation Effective Date");

WHEREAS, as a result of the Resignation, the Company and the Stockholder each believe it to be in their own respective best interests to terminate the Agreement effective as of the Resignation Effective Date with the effect that the Stockholder will no longer have any right to nominate or designate a director to the Board;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Termination Agreement hereby agree as follows:

Section 1. Termination.

Effective as of the Resignation Effective Date, the Agreement shall automatically terminate without any further action of the Company or the Stockholder, which shall result in the Agreement being void and of no further force or effect and the Stockholder no longer be afforded any of the rights and remedies provided to the Stockholder in the Agreement, including, without limitation, any and all rights the Stockholder had under the Agreement to nominate or designate a director to the Board.

Section 2. Miscellaneous.

Each of the Company and the Stockholder agree that this Termination Agreement shall be governed by the provisions set forth in Sections 5, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 19 of the Agreement and that such provisions shall be deemed incorporated into this Termination Agreement in their entirety as if they were included herein.

Section 3. Complete Agreement.

The Agreement as terminated by this Termination Agreement represents the complete agreement between the parties hereto as to all matters covered thereby and hereby, and supersedes any prior or other agreements or understandings between the parties hereto.

Section 4. Amendment and Waiver.

Except as otherwise provided herein, no modification, amendment or waiver of any provision of this Termination Agreement shall be effective against the Company or the Stockholder unless such modification is approved in writing by the Company and the Stockholder. The failure of any party to enforce any of the provisions of this Termination Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of such party thereafter to enforce each and every provision of this Termination Agreement in accordance with its terms.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

COMPANY :

Vistra Energy Corp.

By: /s/ Stephanie Zapata Moore

Name: Stephanie Zapata Moore

Title: Executive Vice President and General Counsel

[*Signature Page to Termination of Stockholders' Agreement*]

STOCKHOLDER:

Oaktree Opportunities Fund VIIIb, L.P.
Oaktree Opportunities Fund VIIIb (Parallel) L.P.

By: Oaktree Opportunities Fund VIIIb GP, L.P.
Its: General Partner

By: Oaktree Opportunities Fund VIIIb GP, Ltd.
Its: General Partner

By: Oaktree Capital Management, L.P.
Its: Director

By: /s/ Rajath Shourie
Name: Rajath Shourie
Title: Managing Director

By: /s/ Robert O'Leary
Name: Robert O'Leary
Title: Managing Director

Oaktree Value Opportunities Fund, L.P.

By: Oaktree Value Opportunities Fund GP, L.P.
Its: General Partner

By: Oaktree Value Opportunities Fund GP, L.P.
Its: General Partner

By: Oaktree Capital Management, L.P.
Its: Director

By: /s/ Rajath Shourie
Name: Rajath Shourie
Title: Managing Director

By: /s/ Robert O'Leary
Name: Robert O'Leary
Title: Managing Director

Oaktree Opportunities Fund IX (Parallel), L.P.
Oaktree Opportunities Fund IX (Parallel 2), L.P.

By: Oaktree Opportunities Fund IX GP, L.P.
Its: General Partner

By: Oaktree Opportunities Fund IX GP, Ltd
Its: General Partner

By: Oaktree Capital Management, L.P.
Its: Director

By: /s/ Rajath Shourie
Name: Rajath Shourie
Title: Managing Director

By: /s/ Robert O'Leary
Name: Robert O'Leary
Title: Managing Director

Oaktree Huntington Investment Fund, L.P.

By: Oaktree Huntington Investment Fund GP, L.P.
Its: General Partner

By: Oaktree Huntington Investment Fund GP, Ltd.
Its: General Partner

By: Oaktree Capital Management, L.P.
Its: Director

By: /s/ Rajath Shourie
Name: Rajath Shourie
Title: Managing Director

By: /s/ Robert O'Leary
Name: Robert O'Leary
Title: Managing Director

[*Signature Page to Termination of Stockholders' Agreement*]

OCM Opportunities Fund VI, L.P.

By: OCM Opportunities Fund VI GP, L.P.
Its: General Partner

By: Oaktree Fund GP I, L.P.
Its: General Partner

By: /s/ Rajath Shourie
Name: Rajath Shourie
Title: Managing Director

By: /s/ Robert J. O'Leary
Name: Robert J. O'Leary
Title: Authorized Signatory

OCM Opportunities Fund VIIb, L.P.

By: OCM Opportunities Fund VIIb, GP L.P.
Its: General Partner

By: OCM Opportunities Fund VIIb GP, Ltd.
Its: General Partner

By: Oaktree Capital Management, L.P.
Its: Director

By: /s/ Rajath Shourie
Name: Rajath Shourie
Title: Managing Director

By: /s/ Robert O'Leary
Name: Robert O'Leary
Title: Managing Director

OCM Opportunities Fund VII, L.P.

By: OCM Opportunities Fund VII GP, L.P.
Its: General Partner

By: OCM Opportunities Fund VII GP, LP
Its: General Partner

By: Oaktree Capital Management, L.P.
Its: Director

By: /s/ Rajath Shourie
Name: Rajath Shourie
Title: Managing Director

By: /s/ Robert O'Leary
Name: Robert O'Leary
Title: Managing Director

Oaktree Opportunities Fund VIII, L.P.

Oaktree Opportunities Fund VIII (Parallel 2), L.P.

By: Oaktree Opportunities Fund VIII GP, L.P.
Its: General Partner

By: Oaktree Opportunities Fund VIII GP Ltd.
Its: General Partner

By: Oaktree Capital Management, L.P.
Its: Director

By: /s/ Rajath Shourie
Name: Rajath Shourie
Title: Managing Director

By: /s/ Robert O'Leary
Name: Robert O'Leary
Title: Managing Director

[*Signature Page to Termination of Stockholders' Agreement*]

Oaktree FF Investment Fund, L.P.

By: Oaktree FF Investments Fund GP, L.P.
Its: General Partner

By: Oaktree FF Investments Fund GP, Ltd.
Its: General Partner

By: Oaktree Capital Management, L.P.
Its: Director

By: /s/ Rajath Shourie
Name: Rajath Shourie
Title: Managing Director

By: /s/ Robert O'Leary
Name: Robert O'Leary
Title: Managing Director

Oaktree Capital Management, L.P., as agent on behalf of certain managed high yield trusts and accounts

By: /s/ David Rosenberg
Name: David Rosenberg
Title: Managing Director

By: /s/ Alan Adler
Name: Alan Adler
Title: Managing Director

[*Signature Page to Termination of Stockholders' Agreement*]