

**GENON MID-ATLANTIC, LLC
Dickerson Generating Station
21200 Martinsburg Road
Dickerson, MD 20842**

ACCESS AGREEMENT

This ACCESS AGREEMENT (“Agreement”), executed on the dates set forth below, but effective for all purposes as of December 1, 2016 (the “Effective Date”), by and between Potomac Whitewater Racing Center (“Requester”), a company whose mailing address is PO Box 54, MD 20818, and GenOn Mid-Atlantic, LLC, a Delaware limited liability company with its principal place of business at 211 Carnegie Center, Princeton, New Jersey 08540 (“GenMA”).

WHEREAS, GenMA is the owner and/or operator of the Dickerson power generating plant and surrounding property, located at 21200 Martinsburg Road, Dickerson, Maryland 20842 (the “Property”); and

WHEREAS, Requester desires to access the Property, and specifically the condenser circulating water discharge flume to conduct white water training exercises (the “Exercises”);

NOW, THEREFORE, in consideration for permitting Requester access to the Property and the mutual promises made herein, and with the intent to be legally bound hereby, GenMA and Requester agree as follows:

INDEMNIFICATION

TO THE MAXIMUM EXTENT PERMITTED BY LAW, REQUESTER DOES HEREBY FOR ITSELF, AND ITS LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, AGREE TO AND HEREBY DOES EXPRESSLY AND FULLY RELEASE, INDEMNIFY, DEFEND AND HOLD HARM LESS GENMA, ITS AFFILIATES, THE OWNER OF THE PROPERTY AND THEIR RESPECTIVE AGENTS, REPRESENTATIVES, PRINCIPALS, EMPLOYEES, SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, SHAREHOLDERS, PARTNERS, VENTURERS, TRUSTEES AND REPRESENTATIVES (COLLECTIVELY, “GENMA INDEMNIFIED PARTIES”) FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION AND LIABILITIES OF ANY KIND OR CHARACTER (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS’ FEES, COSTS OF LITIGATION AND INVESTIGATION AND OTHER COSTS ASSOCIATED THEREWITH) (COLLECTIVELY, “CLAIMS”) CAUSED BY OR ARISING OUT OF THE ENTRY OR PRESENCE OF REQUESTER OR ITS AFFILIATES OR ITS OR THEIR AGENTS, REPRESENTATIVES, SERVANTS, EMPLOYEES, CONTRACTORS, CUSTOMERS, OR INVITEES IN, ON OR ABOUT THE PROPERTY, OR THEIR ACTIVITIES IN CONDUCTING WHITE WATER TRAINING EXERCISES, WHETHER IMPOSED BY STATUTE, RULE OR REGULATION OR THEORY OF STRICT LIABILITY AND REGARDLESS OF CAUSE INCLUDING TO THE TO THE EXTENT CAUSED BY THE CONTRIBUTORY, PARTIAL, JOINT, COMPARATIVE, AND/OR CONCURRENT NEGLIGENCE OF GENMA AND/OR GENMA INDEMNIFIED PARTIES. REQUESTER’S INDEMNITY OBLIGATION DOES NOT APPLY IF A CLAIM IS CAUSED BY THE SOLE OR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OF THE GENMA INDEMNIFIED PARTIES.

INSURANCE

Requester shall purchase and maintain such insurance as will protect Requester from the losses or claims which may arise out of or result from liabilities that may be incurred related to Requester's or its invitees activities on the Property, whether such performance be by Requester or by anyone directly or indirectly employed, contracted by, or acting on behalf of, or in conjunction with, the Requester. This will include any invitees of the Requester.

(a) Requester shall maintain insurance written in the kinds and limits of liability specified as follows:

- 1) Workers' Compensation (WC) -Statutory, including temporary, leased and casual workers. Employer's Liability (EL) - \$1,000,000 per accident/per employee.
- 2) Commercial General Liability (GL) - \$1,000,000 per occurrence for Bodily Injury, including death, Property Damage, and Personal Injury, and a \$2,000,000 Aggregate, Inclusions on the GL Policy: Contractual Liability; Broad Form Property; Independent Contractors; and Cross Liabilities/Separation of Insured. Requester's GL insurance shall also extend coverage to claims by an employee or invitee of Requester for bodily injury that occurs on GenMA Property, more commonly referred to as third party over actions, or action over claims.
- 3) Automobile Liability (AL) - \$300,000 Combined Single Limit, including coverage for owned, non-owned and hired vehicles.
- 4) Excess Liability (Umbrella) - \$5,000,000 aggregate limit that will respond excess of the underlying EL, GL and AL policies, on a following form basis.

(b) GenMA, including its respective affiliates, directors, officers, managers, members, and employees, shall, to the extent of Requester's obligations hereunder, be included as Additional Insureds on Requester's GL, AL and Umbrella policies for injury or damage arising out of, resulting from, or in connection with, Requester's performance of its obligations or activities under this Agreement. The Additional Insured status noted in this section can be added by blanket additional insured endorsement(s). The insurance provided by Requester shall, to the extent of its obligations under this Agreement, be primary, without right of contribution, with respect to any similar insurance being maintained by, or available to, GenMA, and/ or GenMA Indemnified Parties. Waiver of Subrogation shall be provided pursuant to this written contract for GenMA and GenMA Indemnified Parties with respect to each of the coverages noted in this insurance provision.

(c) Requester shall furnish GenMA certificates of insurance reasonably acceptable to GenMA evidencing the required coverages. The policies noted in this Insurance provision shall not be canceled until thirty (30) days prior written notice has been provided to GenMA by Requester. The failure by Requester to provide GenMA with Certificates of Insurance, or GenMA to insist upon Certificates of Insurance (or upon a particular form thereof), shall not be deemed a waiver of any rights of GenMA hereunder.

INVITEES IN, ON OR ABOUT THE PROPERTY

Requester shall:

- (i) for each year during the Term of this Agreement, on a quarterly basis, provide to GenMA a list of invitees that come in, on or about the Property at the invitation of Requester accompanied by the forms required to be signed by each invitee pursuant to section (ii) below; and
- (ii) require all such invitees that come in, on or about the Property to execute a WAIVER OF CLAIMS, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT in the form attached hereto and a CONSENT AND RELEASE FOR PHOTOGRAPHS AND VIDEOTAPES in the form attached hereto.

Coordination and Compliance

Requester shall coordinate all access to the Property with GenMA's plant manager or his designee, as more fully described below. Requester shall conduct its operations on the Property in compliance with the safety and access rules provided by GenMA (as amended from time to time). GenMA retains the right to remove from, and deny access to, the Property of any individual(s) who GenMA determines, in its sole and absolute discretion, poses a risk to the Property and/or the safety of others.

Term/Survival

The initial term of this Agreement shall be for one (1) year commencing on the Effective Date. Thereafter, the term of this Agreement shall automatically renew for successive one (1) year terms unless one party provides written notice to the other party at least ninety (90) days in advance of the end of the then existing term that it does not wish to renew the term of this Agreement. However, any provisions of this Agreement which by their express terms or by their nature are continuing (including indemnification and Insurance, as noted above) shall survive termination or expiration of this Agreement. Notwithstanding the foregoing or anything herein to the contrary, access to the Property can be denied at any time by GenMA, and this Agreement can be terminated at any time at the sole discretion of GenMA.

Severability

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of that prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of that provision in any other jurisdiction.

Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE APPLICATION OF ANY PRINCIPLES OF CONFLICTS OF LAWS THAT WOULD DIRECT THE APPLICATION OF THE SUBSTANTIVE LAW OF ANOTHER JURISDICTION.

Notice to be Provided Prior to Accessing Property

Requester shall provide notice of its intent to access the Property no later than twenty-four (24) hours prior to the time and date that the Requester intends upon accessing the Property. The notice shall indicate the scope of activity to be performed while accessing the Property as well as the area of the Property to be accessed. Notice required under this Provision shall be made to one of the following

individuals, and Requester must obtain acknowledgement that such notice has been received and approved prior to attempting to access the Property:

Mike Bennett, CMRP Plant Manager
Dickerson Generating Station
21200 Martinsburg Road
Dickerson Md., 20842
David.M.Bennett@nrgenergy.com
Telephone 301.601.6522

Complete Agreement

This Agreement reflects the whole and entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, oral and written, among the parties with respect to the subject matter hereof. This Agreement shall not be amended except by a writing executed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

GenOn Mid- Atlantic, LLC

By: _____

Name:

Title:

Potomac Whitewater Racing Center

By: _____

Name:

Title:

WAIVER OF CLAIMS, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

I, the undersigned invitee, hereby acknowledge and understand that I have voluntarily applied to participate in the white water training exercises (the "Exercises") and/or a tour, activity, presentation, and/or demonstration on the Dickerson power generating plant and surrounding property located at 21200 Martinsburg Road, Dickerson, Maryland 20842 (the "Property"). . I acknowledge and understand that the Property is owned and/or operated by GenOn Mid- Atlantic, LLC, and/or one or more subsidiaries, affiliated entities, and/or parent entities (collectively referred to as "GenMA" in this form). I am voluntarily participating in the Exercises on and about the Property and hereby agree to accept any and all risks associated therewith. I acknowledge that activity involved with the Exercises is a risky activity, and that Potomac Whitewater Racing Center has assumed the responsibility for educating each party that participates in the Exercises regarding those risks. I hereby agree that neither I, nor my assignees, successors, heirs, distributees, guardians, conservators, invitees and legal representatives, will make a claim against, sue, or attach the property of GenMA, any of its affiliated organizations, or any of its servants, contractors, lenders, lessors, agents, officers, directors, members, managers, and/or employees, for any injury or damage resulting or arising from my participation in the Exercises and any associated tour, activity, presentation and/or demonstration or occurring and based upon my activities on the Property . I hereby release GenMA, any of its affiliated organizations, and their officers, directors, members, managers, servants, contractors, lenders, lessors, agents, and/or employees, from all actions, claims, or demands that I, or my assignees, successors, heirs, distributees, invitees, guardians, conservators, and legal representatives, now have or may hereafter have for injury or damage arising or resulting from my participation in the Exercises and any tour, activity, presentation and/or demonstration, or my presence on the Property.

I HAVE CAREFULLY READ THE FOREGOING AND FULLY UNDERSTAND BOTH IT, AND THE RISKS BEING UNDERTAKEN. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND GENMA AND/OR ITS AFFILIATED ORGANIZATIONS AND SIGN IT OF MY OWN FREE WILL.

PRINTED NAME of Invitee

SIGNATURE of Invitee

Date

NOTE: If signing on behalf of a minor, use the below signature line and have notarized:

Minor's Name

Date of Birth

PRINTED NAME of Parent/Legal Guardian

SIGNATURE of Parent/Legal Guardian

Date _____

Acknowledgment of Individual

STATE OF MARYLAND

COUNTY OF _____

Personally appeared before me, a Notary Public, in and for said county and state, on this _____ day of _____, 20____, the within named _____, known to me, or satisfactorily proven, to be the person whose name is subscribed to the within instrument and who acknowledges that he/she/they (strike one) executed the same for the purposes therein contained.

NOTARY PUBLIC

Print Name: _____

My Commission Expires:

CONSENT AND RELEASE FOR PHOTOGRAPHS AND VIDEOTAPES

I, the undersigned, hereby acknowledge and agree that photographs or videotapes may be taken at the Property for the purposes of media and public relations use by GenOn Mid- Atlantic, LLC (“GenMA”) (collectively, the “Images”). These Images may be published through broadcasts, print or electronic media (e.g., television, radio, newspapers, magazines, computer networks, electronic bulletin boards or Internet Web sites), or GenMA publications (e.g., intranet, newsletters, advertisements, brochures). I consent to GenMA’s use of the Images (or the use of such Images by GenMA’s affiliates) in such media publications, which use does not depart from the original content, context and intended use of the Image.

I acknowledge and agree that this consent to public disclosure is being made solely for the benefit of GenMA and without expectation of compensation, remuneration, or other benefit to the undersigned. To the extent that any benefit accrues or might accrue to GenMA for the use and disclosure of Images, the undersigned hereby forever waives any interest in or claim to such benefits. I further acknowledge that GenMA and its affiliates shall have all rights of copyright in and to such photographs, videotapes and other recordings and may exploit said copyright fully and I release and waive all rights and interest in and to such materials.

I hereby release and forever discharge GenMA (including without limitation, all corporate affiliates and their officers, directors, trustees, employees, lenders, lessors and agents) from any and all manner of claims, liability, actions, suits, demands, costs, expenses or indebtedness arising out of, related to, or in any way connected with the public exposure resulting from this consent to disclosure.

This consent and release agreement extends to any and all derivative works containing the Images, including but not limited to, remakes, reissues of the work or Images, televised versions of the work or Images, and any and all phases of exploitation of the work or Images, including publicity, promotion and advertising.

PRINTED NAME of Invitee

SIGNATURE of Invitee

Date

NOTE: If signing on behalf of a minor, use the below signature line and have notarized:

Minor’s Name

Date of Birth

PRINTED NAME of Parent/Legal Guardian

SIGNATURE of Parent/Legal Guardian

Date

Acknowledgment of Individual

STATE OF MARYLAND

COUNTY OF _____

Personally appeared before me, a Notary Public, in and for said county and state, on this _____ day of _____, 20____, the within named _____, known to me, or satisfactorily proven, to be the person whose name is subscribed to the within instrument and who acknowledges that he/she/they (strike one) executed the same for the purposes therein contained.

NOTARY PUBLIC

Print Name: _____

My Commission Expires:
