

Talen Energy Corp
Form 4
December 06, 2016

FORM 4

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

OMB APPROVAL

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STATEMENT OF CHANGES IN BENEFICIAL OWNERSHIP OF SECURITIES

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934, Section 17(a) of the Public Utility Holding Company Act of 1935 or Section 30(h) of the Investment Company Act of 1940

(Print or Type Responses)

1. Name and Address of Reporting Person *
Bremer Paul M.

(Last) (First) (Middle)

C/O TALEN ENERGY CORPORATION, 835 HAMILTON STREET, SUITE 150

(Street)

ALLENTOWN, PA 18101

(City) (State) (Zip)

2. Issuer Name and Ticker or Trading Symbol
Talen Energy Corp [TLN]

3. Date of Earliest Transaction (Month/Day/Year)
12/06/2016

4. If Amendment, Date Original Filed(Month/Day/Year)

5. Relationship of Reporting Person(s) to Issuer

(Check all applicable)

___ Director ___ 10% Owner
X Officer (give title below) ___ Other (specify below)
SVP, GC & Corporate Secretary

6. Individual or Joint/Group Filing(Check Applicable Line)
X Form filed by One Reporting Person
___ Form filed by More than One Reporting Person

Table I - Non-Derivative Securities Acquired, Disposed of, or Beneficially Owned

1. Title of Security (Instr. 3)	2. Transaction Date (Month/Day/Year)	2A. Deemed Execution Date, if any (Month/Day/Year)	3. Transaction Code (Instr. 8)	4. Securities Acquired (A) or Disposed of (D) (Instr. 3, 4 and 5)	5. Amount of Securities Beneficially Owned Following Reported Transaction(s) (Instr. 3 and 4)	6. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)	7. Nature of Ownership (Instr. 4)
			Code	V	Amount	(A) or (D)	Price
					(1)		(2) (3) (4)
Common Stock	12/06/2016		D		34,501 (1)	D	0 (2) (3) (4)

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB control number.

SEC 1474 (9-02)

Table II - Derivative Securities Acquired, Disposed of, or Beneficially Owned (e.g., puts, calls, warrants, options, convertible securities)

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1. Title of Derivative Security (Instr. 3)	2. Conversion or Exercise Price of Derivative Security	3. Transaction Date (Month/Day/Year)	3A. Deemed Execution Date, if any (Month/Day/Year)	4. Transaction Code (Instr. 8)	5. Number of Derivative Securities Acquired (A) or Disposed of (D) (Instr. 3, 4, and 5)	6. Date Exercisable and Expiration Date (Month/Day/Year)	7. Title and Amount of Underlying Securities (Instr. 3 and 4)	8. Title and Amount of Underlying Securities (Instr. 3 and 4)
Employee Stock Options (Right to Buy)	\$ 19	12/06/2016		D	45,867	(2)(3)(5) (2)(3)(5)	Common Stock	45,867

Reporting Owners

Reporting Owner Name / Address	Relationships			
	Director	10% Owner	Officer	Other
Breme Paul M. C/O TALEN ENERGY CORPORATION 835 HAMILTON STREET, SUITE 150 ALLENTOWN, PA 18101			SVP, GC & Corporate Secretary	

Signatures

/s/Thomas G. Douglass, as Attorney-in-Fact for Paul M. Breme
12/06/2016

**Signature of Reporting Person
Date

Explanation of Responses:

- * If the form is filed by more than one reporting person, see Instruction 4(b)(v).
 - ** Intentional misstatements or omissions of facts constitute Federal Criminal Violations. See 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).
- (1) Includes shares of Common Stock held by the Reporting Person and awards of restricted stock units previously made.
- (2) On December 6, 2016, pursuant to the Agreement and Plan of Merger dated as of June 2, 2016 (the "Merger Agreement"), by and among Talen Energy Corporation (the "Company"), RPH Parent LLC, SPH Parent LLC, CRJ Parent LLC and RJS Merger Sub Inc. ("Merger Sub"), Merger Sub merged with and into the Company, with the Company continuing as the surviving corporation on the terms and conditions set forth in the Merger Agreement (the "Merger").
- (3) Pursuant to the Merger Agreement, each share of Company common stock outstanding as of immediately prior to the effective time of the Merger (the "Effective Time"), was, at the Effective Time, automatically converted into the right to receive \$14.00 in cash, without interest (the "Merger Consideration").
- (4) Pursuant to the Merger Agreement, all restricted stock units and performance units outstanding as of June 2, 2016 and immediately prior to the Effective Time, other than performance units held by Messrs. Farr, McGuire, Hopf and Rausch (the "Senior Executives"), were canceled and terminated in exchange for an amount in cash, based on the number of shares of Company common stock subject to the award and the Merger Consideration. A pro-rata portion of performance units held by the Senior Executives were canceled and terminated in exchange for an amount in cash, based on the number of shares of Company common stock subject to the award and the Merger Consideration. In addition, the remaining shares subject to the Senior Executives' performance unit awards (assuming target achievement of the applicable performance goals) were converted into cash-based retention awards.

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- Pursuant to the Merger Agreement, each Company stock option outstanding immediately prior to the Effective Time (whether or not then vested or exercisable) was canceled and terminated at the Effective Time in exchange for an amount in cash, without interest and less applicable withholding taxes, equal to the product of (i) the total number of shares of Company common stock subject to the option immediately prior to the Effective Time and (ii) the excess, if any, of the Merger Consideration over the exercise price per share of Company common stock under such option, except that if the exercise price per share of Company common stock under any such option was equal to or greater than the Merger Consideration, the option was cancelled for no consideration.
- (5)

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, *see* Instruction 6 for procedure. Potential persons who are to respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB number. record date that shall be not more than 10 days prior to the date the notice is given, provided, that if the notice is given on or after the effective date of the merger or consolidation, the record date shall be such effective date. If no record date is fixed and the notice is given prior to the effective date, the record date shall be the close of business on the day next preceding the day on which the notice is given.

(e) Within 120 days after the effective date of the merger or consolidation, the surviving or resulting corporation or any stockholder who has complied with subsections (a) and (d) of this section hereof and who is otherwise entitled to appraisal rights, may commence an appraisal proceeding by filing a petition in the Court of Chancery demanding a determination of the value of the stock of all such stockholders. Notwithstanding the foregoing, at any time within 60 days after the effective date of the merger or consolidation, any stockholder who has not commenced an appraisal proceeding or joined that proceeding as a named party shall have the right to withdraw such stockholder's demand for appraisal and to accept the terms offered upon the merger or consolidation. Within 120 days after the effective date of the merger or consolidation, any stockholder who has complied with the requirements of subsections (a) and (d) of this section hereof, upon written request, shall be entitled to receive from the corporation surviving the merger or resulting from the consolidation a statement setting forth the aggregate

number of shares not voted in favor of the merger or consolidation and with respect to which demands for appraisal have been received and the aggregate number of holders of such shares. Such written statement shall be mailed to the stockholder within 10 days after such stockholder's written request for such a statement is received by the surviving or resulting corporation or within 10 days after expiration of the period for delivery of demands for appraisal under subsection (d) of this section hereof, whichever is later. Notwithstanding subsection (a) of this section, a person who is the beneficial owner of shares of such stock held either in a voting trust or by a nominee on behalf of such person may, in such person's own name, file a petition or request from the corporation the statement described in this subsection.

(f) Upon the filing of any such petition by a stockholder, service of a copy thereof shall be made upon the surviving or resulting corporation, which shall within 20 days after such service file in the office of the Register in Chancery in which the petition was filed a duly verified list containing the names and addresses of all stockholders who have demanded payment for their shares and with whom agreements as to the value of their shares have not been reached by the surviving or resulting corporation. If the petition shall be filed by the surviving or resulting corporation, the petition shall be accompanied by such a duly verified list. The Register in Chancery, if so ordered by the Court, shall give notice of the time and place fixed for the hearing of such petition by registered or certified mail to the surviving or resulting corporation and to the stockholders shown on the list at the addresses therein stated. Such notice shall also be given by 1 or more publications at least 1 week before the day of the hearing, in a newspaper of general circulation published in the City of Wilmington, Delaware or such publication as the Court deems advisable. The forms of the notices by mail and by publication shall be approved by the Court, and the costs thereof shall be borne by the surviving or resulting corporation.

(g) At the hearing on such petition, the Court shall determine the stockholders who have complied with this section and who have become entitled to appraisal rights. The Court may require the stockholders who have demanded an appraisal for their shares and who hold stock represented by certificates to submit their certificates of stock to the Register in Chancery for notation thereon of the pendency of the appraisal proceedings; and if any stockholder fails to comply with such direction, the Court may dismiss the proceedings as to such stockholder.

(h) After the Court determines the stockholders entitled to an appraisal, the appraisal proceeding shall be conducted in accordance with the rules of the Court of Chancery, including any rules specifically governing appraisal proceedings. Through such proceeding the Court shall determine the fair value of the shares exclusive of any element of value arising from the accomplishment or expectation of the merger or consolidation, together with interest, if any, to be paid upon the amount determined to be the fair value. In determining such fair value, the Court shall take into account all relevant factors. Unless the Court in its discretion determines otherwise for good cause shown, interest from the effective date of the merger through the date of payment of the judgment shall be compounded quarterly and shall accrue at 5% over the Federal Reserve discount rate (including any surcharge) as established from time to time during the period between the effective date of the merger and the date of payment of the judgment. Upon application by the surviving or resulting corporation or by any stockholder entitled to participate in the appraisal proceeding, the Court may, in its discretion, proceed to trial upon the appraisal prior to the final determination of the stockholders entitled to an appraisal. Any stockholder whose name appears on the list filed by the surviving or resulting corporation pursuant to subsection (f) of this section and who has submitted such stockholder's certificates of stock to the Register in Chancery, if such is required, may participate fully in all proceedings until it is finally determined that such stockholder is not entitled to appraisal rights under this section.

(i) The Court shall direct the payment of the fair value of the shares, together with interest, if any, by the surviving or resulting corporation to the stockholders entitled thereto. Payment shall be so made to each such stockholder, in the case of holders of uncertificated stock forthwith, and the case of holders of shares represented by certificates upon the

surrender to the corporation of the certificates representing such stock. The Court's decree may be enforced as other decrees in the Court of Chancery may be enforced, whether such surviving or resulting corporation be a corporation of this State or of any state.

(j) The costs of the proceeding may be determined by the Court and taxed upon the parties as the Court deems equitable in the circumstances. Upon application of a stockholder, the Court may order all or a portion of the expenses incurred by any stockholder in connection with the appraisal proceeding, including, without limitation, reasonable attorney's fees and the fees and expenses of experts, to be charged pro rata against the value of all the shares entitled to an appraisal.

(k) From and after the effective date of the merger or consolidation, no stockholder who has demanded appraisal rights as provided in subsection (d) of this section shall be entitled to vote such stock for any purpose or to receive payment of dividends or other distributions on the stock (except dividends or other distributions payable to stockholders of record at a date which is prior to the effective date of the merger or consolidation); provided, however, that if no petition for an appraisal shall be filed within the time provided in subsection (e) of this section, or if such stockholder shall deliver to the surviving or resulting corporation a written withdrawal of such stockholder's demand for an appraisal and an acceptance of the merger or consolidation, either within 60 days after the effective date of the merger or consolidation as provided in subsection (e) of this section or thereafter with the written approval of the corporation, then the right of such stockholder to an appraisal shall cease. Notwithstanding the foregoing, no appraisal proceeding in the Court of Chancery shall be dismissed as to any stockholder without the approval of the Court, and such approval may be conditioned upon such terms as the Court deems just; provided, however that this provision shall not affect the right of any stockholder who has not commenced an appraisal proceeding or joined that proceeding as a named party to withdraw such stockholder's demand for appraisal and to accept the terms offered upon the merger or consolidation within 60 days after the effective date of the merger or consolidation, as set forth in subsection (e) of this section.

(l) The shares of the surviving or resulting corporation to which the shares of such objecting stockholders would have been converted had they assented to the merger or consolidation shall have the status of authorized and unissued shares of the surviving or resulting corporation.

CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT is made as of this 24th day of August, 2009, by and among Nasco Holdings, Inc., a Wisconsin corporation (Nasco Holdings), SIC Securities Corp., a Delaware corporation (SIC Securities), and Geneve Corporation., a Delaware corporation (Geneve), and together with Nasco Holdings and SIC Securities, are, collectively, the Geneve Entities), and LRTA, Inc., a newly created Delaware corporation (the Company) owned by the Geneve Entities.

Recitals

A. The Geneve Entities, which collectively own 90.6% of the outstanding shares of Common Stock, par value \$0.01 per share (Common Stock), of The Aristotle Corporation, a Delaware corporation (Aristotle), have filed a Transaction Statement on Schedule 13E-3, as amended (the Schedule 13E-3) with the Securities and Exchange Commission announcing their intention to cause the Company to effect a short-form merger (the Merger) with and into Aristotle under Section 253 of the Delaware General Corporation Law (the DGCL), with Aristotle as the surviving corporation (the Surviving Corporation), pursuant to which (i) each share of Common Stock (A) not owned by the Company and (B) as to which appraisal rights are not exercised (as described in the Schedule 13E-3) will be cancelled and automatically converted into the right to receive \$5.50 in cash, without interest (the Common Stock Merger Price), and (ii) each share of Series I Preferred Stock, par value \$0.01 per share (Series I Preferred Stock), (A) not owned by any of the Geneve Entities and (B) as to which appraisal rights are not exercised (as described in the Schedule 13E-3) will be cancelled and automatically converted into the right to receive \$7.00 in cash, without interest, plus accrued and unpaid dividends to the date of the consummation of the Merger (the Effective Date) (the Series I Preferred Stock Merger Price),

B. To effect the Merger, pursuant to the terms and conditions set forth herein, the Geneve Entities desire to contribute to the Company, immediately prior to the mailing of the Schedule 13E-3 to Aristotle's public stockholders, all of their respective shares of Aristotle Common Stock, as of such time.

C. Following the contribution by the Geneve Entities of their shares of Aristotle Common Stock pursuant to this Agreement, the Company will hold 90.6% of the outstanding shares of Aristotle Common Stock.

D. Each of the Geneve Entities desires to evidence herein its unanimous consent to, and approval of, the Merger.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties hereto agree as follows:

1.

Interpretation of this Agreement.

(a) Terms Defined. As used in this Agreement, the following terms when used in this Agreement have the meanings set forth below:

Agreement means this Contribution Agreement and all exhibits and schedules hereto, as amended, modified or supplemented from time to time.

Company Common Stock means the Company's common stock, par value \$.01 per share.

Company shall have the meaning given to it in the preamble of this Agreement.

Contributed Shares shall have the meaning given to it in Section 2(a) of this Agreement.

DGCL shall have the meaning given to it in the recitals of this Agreement.

Effective Date shall have the meaning given to it in the recitals of this Agreement.

Geneve Entities shall have the meaning given to it in the preamble to this Agreement.

Merger shall have the meaning given to it in the recitals to this Agreement.

Person means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

Securities Act means the Securities Act of 1933, as amended.

Shares shall have the meaning given to it in Section 2(b) of this Agreement.

Subsidiary when used with respect to any Person means any other Person, whether incorporated or unincorporated, of which (a) more than 50% of the securities or other ownership interests or (b) securities or other interests having by their terms ordinary voting power to elect more than 50% of the board of directors or others performing similar functions with respect to such corporation or other organization, is directly owned or controlled by such Person or by any one or more of its Subsidiaries.

Surviving Corporation shall have the meaning given to it in the recitals to this Agreement.

(b) Interpretation. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural, and pronouns stated in masculine, feminine or neuter gender shall include the masculine, feminine and the neuter.

2.

Contribution of Aristotle Common Stock; Issuance of Shares; Consent to Merger.

(a)

Contribution of Aristotle Common Stock. Immediately prior to the mailing of the Schedule 13E-3 to Aristotle's public stockholders, each of the Geneve Entities shall contribute, assign and transfer to the Company, and the Company shall accept, all of the shares of Common Stock held by such Geneve Entity, as set forth opposite such Geneve Entity's name on Exhibit A hereto (the Contributed Shares), free and clear of all liens, claims, encumbrances and restrictions of any kind whatsoever.

(b)

Issuance of Shares. In consideration for each Geneve Entity's contribution of the Contributed Shares to the Company pursuant to Section 2(a) hereof, the Company shall issue to each Geneve Entity the shares of Company Common Stock as set forth opposite such Geneve Entity's name on Exhibit A hereto (the Shares), free and clear of any liens, claims, encumbrances and restrictions of any kind whatsoever. Upon the issuance of the Shares, all other outstanding shares of Company Common Stock will be cancelled.

(c)

Consent to the Merger. Each of the Geneve Entities, as evidenced by its signature hereto, in lieu of a special meeting of the stockholders of the Company, does hereby consent to and approve (i) the Merger, (ii) the execution, delivery and performance by the Company of a Certificate of Ownership and Merger, in substantially the form of Exhibit B hereto, and (iii) the other transactions contemplated herein and therein.

(d)

Representations and Warranties of the Company. The Company hereby represents and warrants to the Geneve Entities as follows:

(i)

Organization; Power and Authority. The Company is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware. The Company has full corporate power and authority to carry on the business in which it is engaged and to own and use the properties owned and used by it. Before giving effect to the transactions contemplated herein, the Company does not have any Subsidiaries, and does not own, directly or indirectly, any capital stock or other equity interests in any other Person.

(ii)

Authorization of Transaction; Agreement Binding. The Company has full corporate power and authority to execute and deliver, and to perform its obligations under, this Agreement. This Agreement constitutes the valid and legally binding obligation of the Company, enforceable in accordance with its

terms, except as such enforcement may be limited by general equitable principles or by applicable bankruptcy, insolvency or similar laws which affect creditors' rights generally.

(iii)

No Conflict. The execution, delivery and performance of this Agreement by the Company do not and will not violate, conflict with, or result in a breach of or default under (A) the Company's Certificate of Incorporation or Bylaws; (B) any applicable law, order, judgment or decree; or (C) any agreement, contract, understanding, mortgage, indenture or other obligation to which the Company is a party or by which any of its assets or properties are bound.

(e)

Representations and Warranties of the Geneve Entities. Each Geneve Entity, but only as to itself, hereby represents and warrants to the Company as follows:

(i)

Capacity. Such Geneve Entity has full capacity to execute and deliver, and to perform such Geneve Entity's obligations under, this Agreement.

(ii)

Agreement Binding. This Agreement constitutes the valid and legally binding obligation of such Geneve Entity, enforceable in accordance with its terms.

(iii)

Acquisition for Investment. Such Geneve Entity is acquiring the Shares for investment solely for such Geneve Entity's account and not with a view to or for sale in connection with any distribution thereof in violation of the federal securities laws, applicable state securities laws or this Agreement.

(iv)

Accredited Investor. Such Geneve Entity is an accredited investor within the meaning of Rule 501 promulgated under the Securities Act.

Explanation of Responses:

(v)

Title to Contributed Shares. Such Geneve Entity owns the Contributed Shares set forth opposite such Geneve Entity's name on Exhibit A hereto, free and clear of any liens, claims, encumbrances and restrictions of any kind whatsoever.

3.

Termination. This Agreement and the obligation of the Geneve Entities to contribute the Contributed Shares will terminate automatically and immediately upon the earlier to occur of (a) the full discharge of the obligations herein in connection with the Merger and (b) the irrevocable decision of the Geneve Entities not to proceed with the Merger.

4.

Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.

5.

Complete Agreement. This Agreement embodies the complete agreement and understanding among the parties and supersedes and preempts any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter of this Agreement in any way.

6.

Counterparts. This Agreement may be executed on separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement. Any telecopied signature shall be deemed a manually executed and delivered original.

7.

Successors and Assigns. This Agreement is intended to bind and inure to the benefit of and be enforceable by the Geneve Entities, the Company, and their respective successors and assigns (including subsequent holders of the Shares) and, where applicable, heirs and personal representatives.

8.

Choice of Law; Jurisdiction. This Agreement shall be deemed to be made in and in all respects shall be interpreted, construed and governed by and in accordance with the laws of the State of Connecticut without regard to conflicts of law principles thereof. The parties hereby irrevocably submit to the personal jurisdiction of the

courts of the State of Connecticut, and the Federal courts of the United States of America located in the State of Connecticut, solely in respect of the interpretation and enforcement of the provisions of this Agreement and of the documents referred to in this Agreement, and in respect of the transactions contemplated hereby, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or of any such document, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by such courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a Connecticut State or Federal court. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and, to the extent permitted by law, over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in herein or in such other manner as may be permitted by law shall be valid and sufficient service thereof.

9.

Waiver of Jury Trial. Each party acknowledges and agrees that any controversy which may arise under this Agreement 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, under or relating to this Agreement, or any of the transactions contemplated by this Agreement. 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 Agreement by, among other things, the mutual waivers and certifications expressed above.

10.

Remedies. Each of the parties to this Agreement will be entitled to enforce its rights under this Agreement specifically, to recover damages by reason of any breach of any provision of this Agreement and to exercise all other rights existing in its favor. The parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Agreement and that any party may in its sole discretion apply to any court of law or equity of competent jurisdiction for specific performance and/or injunctive relief in order to enforce or prevent any violations of the provisions of this Agreement.

11.

Amendments and Waivers. No provision of this Agreement may be amended or waived without the prior written consent or agreement of the Geneve Entities and the Company.

12.

Business Days. Whenever the terms of this Agreement call for the performance of a specific act on a specified date, which date falls on a Saturday, Sunday or legal holiday, the date for the performance of such act shall be postponed to the next succeeding regular business day following such Saturday, Sunday or legal holiday.

13.

No Third Party Beneficiary. Except for the parties to this Agreement and their respective successors and assigns, nothing expressed or implied in this Agreement is intended, or will be construed, to confer upon or give any person other than the parties hereto and their respective successors and assigns any rights or remedies under or by reason of this Agreement.

IN WITNESS WHEREOF, intending to be legally bound hereby, each of the undersigned has duly executed and delivered this Contribution Agreement as of the day and year first above written.

NASCO HOLDINGS, INC.

By: /s/ Steven B. Lapin

President

SIC SECURITIES CORP.

By: /s/ Steven B. Lapin

Vice President

GENEVE CORPORATION

By: /s/ Steven B. Lapin

President

LRTA, INC.

By: /s/Steven B. Lapin

President

Exhibit (c)

[Form of Notice of Merger]

Dear Aristotle Stockholder:

On or about _____, 2009, Aristotle Acquisition Corporation (Acquisition Co.) intends to take The Aristotle Corporation (Aristotle) private through a short-form merger. The purposes of this letter, the Schedule 13E-3 Transaction Statement and the Notice of Availability of Appraisal Rights that accompanies this letter are to:

•
tell you more about the merger;

•
explain why we think that the (i) \$5.50 per share in cash, without interest, that you will receive in the merger for your shares of Aristotle Common Stock (the Common Stock Merger Price) and/or (ii) \$7.00 per share in cash, without interest, plus accrued and unpaid dividends to the Effective Date (as hereinafter defined) (the Series I Preferred Stock Merger Price), that you will receive in the merger for your shares of Aristotle Series I Preferred Stock, is, in each case, fair consideration; and let you know about your rights for an appraisal hearing under Delaware law.

Neither you nor Aristotle's Board of Directors is being asked to approve the merger. Under Delaware law, Acquisition Co. owns a sufficient number of shares to cause the merger to occur. After the merger, the stockholders of Acquisition Co. will be the only stockholders of Aristotle. In the merger, which we hope will occur on _____, 2009 or as soon thereafter as possible (the Effective Date), you will receive, as of such date, (i) the Common Stock Merger Price upon surrender of the certificate(s) for each share of Aristotle Common Stock that you own and/or (ii) the Series I Preferred Stock Merger Price upon surrender of the certificate(s) for each share of Aristotle Series I Preferred Stock that you own.

If you do not believe that the Common Stock Merger Price and/or the Series I Preferred Stock Merger Price, as the case may be, is a fair price for your shares, you can follow the procedures described in the Schedule 13E-3 and the Notice of Appraisal Rights in order to exercise appraisal rights under Delaware law. **YOU SHOULD READ THE SCHEDULE 13E-3 CAREFULLY BEFORE DECIDING WHETHER TO ACCEPT THE COMMON STOCK MERGER PRICE AND/OR THE SERIES I PREFERRED STOCK MERGER PRICE, AS THE CASE MAY BE, OR TO HAVE A DELAWARE COURT DETERMINE THE FAIR VALUE OF YOUR SHARES.** The amount determined by such court may be more than, less than or the same as the Common Stock Merger Price and/or the Series I Preferred Stock Merger Price, as applicable.

IF YOU ELECT TO EXERCISE YOUR APPRAISAL RIGHTS, YOU MUST NOTIFY THE COMPANY IN WRITING NO LATER THAN _____ AS PROVIDED FOR UNDER DELAWARE LAW. YOUR FAILURE TO MAKE THE WRITTEN DEMAND PRIOR TO _____ WILL CONSTITUTE A WAIVER OF YOUR APPRAISAL RIGHTS.

Explanation of Responses:

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Stockholders of record on the Effective Date will be mailed a Notice of Merger and a Letter of Transmittal. Stockholders receiving such documents should carefully read them. Detailed instructions for surrendering your stock certificates will be set forth in the Letter of Transmittal. Please do not submit your stock certificates before you have received these documents.

After the merger, the Common Stock and Series I Preferred Stock will not be publicly traded. Aristotle also will not be required to file reports with the Securities and Exchange Commission. In addition, the merger will have Federal income tax consequences for you, and you should consult with your tax advisor in order to understand fully how the merger will affect you.

Sincerely yours,

LRTA, INC.

By:

Exhibit (d)

**FORM OF NOTICE OF
AVAILABILITY OF APPRAISAL RIGHTS**

_____, 2009

To the Holders of Common Stock and Series I Preferred Stock of The Aristotle Corporation:

NOTICE IS HEREBY GIVEN, pursuant to Sections 253(d) and 262(d)(2) of the General Corporation Law of the State of Delaware (the DGCL), it is anticipated that on or about _____, 2009 (the Effective Date), LRTA, Inc (Acquisition Co.), a Delaware corporation, will be merged with and into The Aristotle Corporation (Aristotle), a Delaware corporation, pursuant to the short-form merger provisions of the DGCL (the proposed merger of Acquisition Co. with and into Aristotle is hereinafter the Merger). Immediately prior to the Effective Date, Acquisition Co. will own more than 90% of the outstanding shares of common stock, par value \$0.01 per share (the Common Stock), of Aristotle. Accordingly, under applicable Delaware law, no action by the stockholders of Aristotle (other than Acquisition Co.) will be required for the Merger to become effective.

Pursuant to the terms of the Merger, (i) each share of Common Stock (A) not owned by Acquisition Co. and (B) as to which appraisal rights are not exercised (as described in the Transaction Statement on Schedule 13E-3, as amended (the Schedule 13E-3) will be cancelled and automatically converted into the right to receive \$5.50 per share in cash, without interest (the Common Stock Merger Price); and (ii) each share of Series I Preferred Stock, par value \$0.01 per share (the Series I Preferred Stock) (A) not owned by Acquisition Co., or any of its parent corporations (Acquisition Co. and the parent corporations are hereinafter collectively, the Filing Persons) and (B) as to which appraisal rights are not exercised (as described in the Schedule 13E-3), will be cancelled and automatically converted into the right to receive \$7.00 per share in cash, without interest, plus accrued and unpaid dividends to the Effective Date (the Series I Preferred Stock Merger Price); in addition to the regular semi-annual dividend of \$.33 per share of Series I Preferred Stock which was paid on September __, 2009 (to holders of record on September __, 2009), it is expected that an approximate additional \$___ per share in dividends will have accrued and been unpaid as of the Effective Date. The Common Stock Merger Price and the Series I Preferred Stock Merger Price will be paid upon surrender of the certificates for each share of Common Stock and Series I Preferred Stock, as the case may be. Outstanding stock options not exercised prior to the Effective Date will be cancelled and exchanged into the right to receive the Common Stock Merger Price, less the option exercise price (and any applicable withholding taxes). As a result of the Merger, the separate corporate existence of Acquisition Co. will be terminated, and the other Filing Persons will be the only stockholders of Aristotle.

Following the Merger, you will receive a Letter of Transmittal that will provide you with instructions on exchanging your shares of Common Stock and/or Series I Preferred Stock for the Common Stock Merger Price and/or the Series I Preferred Stock Merger Price, as the case may be. Please read and follow carefully the instructions set forth in the Letter of Transmittal to obtain payment for your shares of Common Stock and/or Series I Preferred Stock. Please do not transmit your stock certificates before receiving the Letter of Transmittal.

Under Sections 253 and 262 of the DGCL, Aristotle stockholders (other than the Filing Persons) who follow the procedures specified in Section 262 of the DGCL have the right to seek an appraisal of the fair value (as defined pursuant to Section 262 of the DGCL) of their respective shares of Common Stock and/or Series I Preferred Stock, as the case may be, in the Delaware Court of Chancery. The value determined by the Delaware Court of Chancery for the shares of Common Stock and/or Series I Preferred Stock, may be more than, less than or the same as the Common Stock Merger Price and/or the Series I Preferred Stock Merger Price, as the case may be, offered in the Merger. In order to qualify for these rights, you must make a written demand for appraisal within 20 days after the date of mailing of this Notice of Appraisal Rights and otherwise comply with the procedures for exercising appraisal rights set forth in the DGCL. A summary of your appraisal rights in connection with the Merger is set forth below and in Item 4 of the Schedule 13E-3; however, the summary contained below and in the Schedule 13E-3 is not a complete statement of the law pertaining to appraisal rights under the DGCL and is qualified in its entirety by the full text of Section 262 of the DGCL, which is set forth as Appendix A hereto. Any failure to comply with the terms of Section 262 of the DGCL will result in an irrevocable loss of your appraisal rights. You should carefully read Section 262 of the DGCL, particularly the procedural steps required to perfect appraisal rights, because failure to strictly comply with the procedural requirements set forth in Section 262 of the DGCL will result

in a loss of appraisal rights. YOU ARE URGED TO CONSULT WITH YOUR OWN ATTORNEY REGARDING THE APPRAISAL RIGHTS AVAILABLE TO ARISTOTLE STOCKHOLDERS, AND THE PROCESS TO PERFECT YOUR APPRAISAL RIGHTS UNDER SECTION 262 OF THE DGCL.

Appraisal Procedure

This Notice of Appraisal Rights affords you the notice required by Section 262(d)(2) of the DGCL. The right to appraisal will be lost unless it is perfected by full and precise satisfaction of the requirements of Section 262 of the DGCL, the text of which is set forth in full in Appendix A attached to this Notice of Appraisal Rights. In order to perfect your appraisal rights you must prepare and deliver a written demand for appraisal as described below.

Under the DGCL, record holders of shares of Common Stock and/or Series I Preferred Stock, as of _____, 2009 (the Record Date) who follow the procedures set forth in Section 262 of the DGCL will be entitled to have their shares of Common Stock and/or Series I Preferred Stock, as the case may be, appraised by the Court of Chancery of the State of Delaware and to receive payment of the fair value of their shares of Common Stock and/or Series I Preferred Stock, as the case may be, together with interest, if any, as determined by such court. The fair value as determined by the Delaware court is exclusive of any element of value arising from the accomplishment or expectation of the Merger. The following is a summary of certain of the provisions of Section 262 of the DGCL and is qualified in its entirety by reference to the full text of Section 262 of the DGCL, a copy of which is attached hereto as Appendix A.

You have the right, on or prior to _____, 2009 (i.e., within 20 days after the date of this Notice of Appraisal Rights written above), to demand in writing from Aristotle an appraisal of your shares of Common Stock and/or Series I Preferred Stock, as the case may be. Such demand will be sufficient if it reasonably informs Aristotle of the identity of the stockholder making the demand and that the stockholder intends thereby to demand an appraisal of the fair value of his or her shares of Common Stock and/or Series I Preferred Stock, as the case may be. Failure to make such a timely demand will foreclose your right to appraisal. All written demands for appraisal of shares of Common Stock and/or Series I Preferred Stock, as the case may be, should be sent or delivered to Aristotle at the following address:

The Aristotle Corporation
96 Cummings Point Road
Stamford, CT 06902
Attention: General Counsel
Facsimile: (203) 358-0179

Only a holder of record of shares of Common Stock and/or Series I Preferred Stock, as the case may be, as of the Record Date, or a person duly authorized and explicitly purporting to act on his, her, or its behalf, is entitled to assert appraisal rights for the shares of Common Stock and/or Series I Preferred Stock, as the case may be, registered in that holder's name. A demand for appraisal should be executed by or on behalf of the holder of record fully and correctly, as the holder's name appears on the stock certificate(s).

A beneficial owner of shares of Common Stock and/or Series I Preferred Stock, as the case may be, held in street name who desires appraisal should take such actions as may be necessary to ensure that a timely and proper demand for appraisal is made by the record holder of such shares. Securities held through brokerage firms, banks and other financial institutions are frequently deposited with and held of record in the name of a nominee of a central security deposit, such as The Depository Trust Company (DTC), Cede & Co., Philadelphia and others. Any beneficial owner desiring appraisal who holds shares of Common Stock and/or Series I Preferred Stock, as the case may be, through a brokerage firm, bank or other financial institution is responsible for ensuring that any demand for appraisal is made by the record holder of such shares. The beneficial owner of such shares of Common Stock and/or Series I Preferred Stock, as the case may be, who desires appraisal should instruct such firm, bank or institution that the demand for appraisal must be made by the record holder of such shares, which may be the nominee of a central security depository if the shares of Common Stock and/or Series I Preferred Stock, as the case may be, have been so deposited.

As required by Section 262 of the DGCL, a demand for appraisal must reasonably inform Aristotle of the identity of the holder(s) of record (which may be a nominee as described above) and of such

holder's intention thereby to demand appraisal of such shares of Common Stock and/or Series I Preferred Stock, as the case may be.

A demand for appraisal signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or other person acting in a fiduciary or representative capacity must identify the record owner(s) and must be signed in such person's fiduciary or representative capacity. If the shares of Common Stock and/or Series I Preferred Stock, as the case may be, are owned of record by more than one person, as in a joint tenancy or tenancy in common, the demand should be executed by or on behalf of all joint owners. An authorized agent, including one or more joint owners, may execute a demand for appraisal on behalf of a holder of record; however, the agent must identify the record owner or owners and expressly disclose the fact that, in executing the demand, the agent is agent for such owner or owners.

A record holder such as a broker holding shares of Common Stock and/or Series I Preferred Stock, as the case may be, as nominee for several beneficial owners may exercise appraisal rights with respect to the shares held for one or more beneficial owners while not exercising such rights with respect to the shares held for other beneficial owners; in such case, the written demand should set forth the number of shares of Common Stock and/or Series I Preferred Stock, as the case may be, as to which appraisal is sought and where no number of shares of Common Stock and/or Series I Preferred Stock, as the case may be, is expressly mentioned, the demand will be presumed to cover all shares of Common Stock and/or Series I Preferred Stock, as the case may be, held in the name of the record owner.

Within 120 calendar days after the Effective Date, Aristotle, or any stockholder entitled to appraisal rights under Section 262 of the DGCL who has complied with the foregoing procedures and who has not effectively withdrawn such stockholder's demand, may commence an appraisal proceeding by filing a petition in the Delaware Court of Chancery demanding a determination of the fair value of the shares of Common Stock and/or Series I Preferred Stock, as the case may be, of all such stockholders. In addition, a beneficial owner of shares of Common Stock and/or Series I Preferred Stock, as the case may be, as to which demand has been properly made and not effectively withdrawn, where such shares are held in a voting trust or by a nominee on behalf of such beneficial owner, may, in his, her, or its own name, file such a petition. Aristotle is not under any obligation, and has no present intention, to file a petition with respect to the appraisal of the fair value of the shares of Common Stock or Series I Preferred Stock. Accordingly, a stockholder desiring to file such a petition is advised to file the petition on a timely basis unless the stockholder receives notice that a petition already has been filed by Aristotle or another stockholder seeking appraisal. If within the 120-day period, no petition shall have been filed as provided above, all rights to appraisal will cease and all of the stockholders who sought appraisal will become entitled to receive the Common Stock Merger Price and/or the Series I Preferred Stock Merger Prices, as the case may be, in each case, without interest thereon.

Upon the filing of any such petition by a stockholder seeking appraisal, service of a copy thereof shall be made upon Aristotle, which shall within twenty (20) days after such service file in the office of the Register in Chancery in which the petition was filed a duly verified list containing the names and addresses of all Aristotle stockholders who have demanded appraisal of their shares of Common Stock and/or Series I Preferred Stock, as the case may be, and with whom agreements as to the value of such shares have not been reached by Aristotle.

Within 120 calendar days after the Effective Date, any stockholder of record who has complied with the requirements for exercise of appraisal rights will be entitled, upon written request, to receive from Aristotle a statement setting forth the aggregate number of shares of Common Stock and/or Series I Preferred Stock, as the case may be, with respect to which demands for appraisal have been received and the aggregate number of holders of such shares. Such statement must be mailed within 10 calendar days after a written request therefor has been received by Aristotle or within 10 calendar days after the expiration of the period for the delivery of demands for appraisal, whichever is later. In

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addition, a beneficial owner of shares of Common Stock and/or Series I Preferred Stock, as the case may be, as to which demand has been properly made and not effectively withdrawn, where such shares are held in a voting trust or by a nominee on behalf of such beneficial owner, may, in his, her, or its own name, request such written statement.

Upon the filing of the petition, the Delaware Court of Chancery may order that notice of the time and place fixed for the hearing on the petition be mailed to Aristotle and all of the stockholders shown on the verified list. Such notice also shall be published at least one week before the day of the hearing in a newspaper of general

circulation published in the City of Wilmington, Delaware or in another publication determined by the Delaware Court of Chancery. The costs of these notices are borne by Aristotle.

If a hearing on the petition is held, the Delaware Court of Chancery shall determine which stockholders are entitled to an appraisal of their shares of Common Stock and/or Series I Preferred Stock, as the case may be. The Court shall conduct the appraisal proceeding in accordance with the Court's rules, including any rules specifically governing appraisal proceedings. The Court will appraise the fair value of the shares of Common Stock and/or Series I Preferred Stock, as the case may be, exclusive of any element of value arising from the accomplishment or expectation of the Merger, together with interest, if any, to be paid upon the amount determined to be the fair value. Holders considering seeking appraisal should be aware that the fair value of their shares of Common Stock and/or Series I Preferred Stock, as the case may be, as determined under Section 262 of the DGCL could be more than, less than or the same as, the amount per share of Common Stock and/or Series I Preferred Stock, as the case may be, that they would otherwise receive if they did not seek appraisal of such shares. The determination of the fair value of the shares of Common Stock and/or Series I Preferred Stock, as the case may be, shall be based upon all factors deemed relevant by the Delaware Court of Chancery. The Court will also determine the amount of interest, if any, to be paid upon the amounts to be received by persons whose shares of Common Stock and/or Series I Preferred Stock, as the case may be, have been appraised. Unless the Court of Chancery in its discretion determines otherwise for good cause shown, interest on the amount determined to be the fair value shall accrue from the Effective Date of the Merger through the date of the payment of the judgment, shall be compounded quarterly, and shall accrue at 5% over the Federal Reserve discount rate (including any surcharges) as established from time to time during the period between the Effective Date and the date of payment of the judgment. The costs of the action may be determined by the Court and taxed upon the parties as the Court deems equitable. The Court may also order that all or a portion of the expenses incurred by any holder of shares of Common Stock and/or Series I Preferred Stock, as the case may be, in connection with an appraisal, including, without limitation, reasonable attorneys' fees and the fees and expenses of experts used in the appraisal proceeding, be charged pro rata against the value of all such shares entitled to appraisal.

The Court may require stockholders who have demanded an appraisal and who hold shares of Common Stock and/or Series I Preferred Stock, as the case may be, represented by certificates to submit their certificates to the Register in Chancery for notation thereon of the pendency of the appraisal proceedings. If any stockholder fails to comply with such direction, the Court may dismiss the proceedings as to such stockholder.

Upon application by Aristotle or by any stockholder entitled to participate in the appraisal proceeding, the Delaware Court of Chancery may, in its discretion, proceed to trial upon the appraisal prior to the final determination of the stockholders entitled to an appraisal. Any stockholder whose name appears on the verified list and who has submitted his, her or its certificates of stock to the Register in Chancery, if such is required, may participate fully in all proceedings until it is finally determined that he, she, or it is not entitled to appraisal rights.

The Delaware Court of Chancery shall direct the payment of the fair value of the shares of Common Stock and/or Series I Preferred Stock, as the case may be, together with interest, if any, by Aristotle to the stockholders entitled thereto. Payment shall be so made to each such stockholder upon the surrender to Aristotle of his, her, or its certificates. The Court's decree may be enforced as other decrees in the Court may be enforced. No appraisal proceeding in the Court shall be dismissed as to any stockholder without the approval of the Court, and such approval may be conditioned upon terms which the Court deems just. This shall not, however, affect the right of a stockholder who has not commenced an appraisal proceeding as to the shares of Common Stock and/or Series I Preferred Stock, as the case may be, or joined such an appraisal proceeding as a named party, to withdraw his, her, or its demand for appraisal within 60 days after the Effective Date and to accept, as the case may be, the Common Stock Merger Price or the Series I Preferred Stock Merger Price.

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Any stockholder who has duly demanded an appraisal in compliance with Section 262 of the DGCL will not, after the Effective Date, be entitled to vote the shares of Common Stock subject to such demand for any purpose or be entitled to the payment of dividends or other distributions on the shares of Common Stock and/or Series I Preferred Stock, as the case may be, (except dividends or other distributions payable to holders of record of such shares, as of a date prior to the Effective Date).

If any stockholder who demands appraisal of shares of Common Stock and/or Series I Preferred Stock, as the case may be, under Section 262 of the DGCL fails to perfect, or effectively withdraws or loses, the right to

appraisal, as provided in the DGCL, the shares of Common Stock and/or Series I Preferred Stock, as the case may be, of such holder will be converted into the right to receive only, as the case may be, the Common Stock Merger Price or the Series I Preferred Stock Merger Price. A stockholder will fail to perfect, or effectively lose, the right to appraisal if no petition is filed within 120 calendar days after the Effective Date. An appraisal demand may be withdrawn by a stockholder within sixty (60) days after the Effective Date without the approval of Aristotle, or thereafter with the approval of Aristotle; provided that the stockholder shall not have commenced an appraisal proceeding with respect to the shares of Common Stock and/or Series I Preferred Stock, as the case may be, or joined such a proceeding as a named party. Upon the effective withdrawal of an appraisal demand by a stockholder, such stockholder will be entitled to receive only , as the case may be, the Common Stock Merger Price or the Series I Preferred Stock Merger Price. Once a petition for appraisal has been filed, such appraisal proceeding may not be dismissed as to any stockholder without the approval of the Court.

The foregoing summary does not purport to be a complete statement of the procedures to be followed by stockholders desiring to exercise their appraisal rights and is qualified in its entirety by express reference to Section 262 of the DGCL, the full text of which is attached hereto as Appendix A. You should carefully read Section 262 of the DGCL, particularly the procedural steps required to perfect appraisal rights, because failure to strictly comply with the procedural requirements set forth in Section 262 of the DGCL will result in a loss of appraisal rights. **YOU ARE URGED TO CONSULT WITH YOUR OWN ATTORNEY REGARDING THE APPRAISAL RIGHTS AVAILABLE TO ARISTOTLE STOCKHOLDERS, AND THE PROCESS TO PERFECT YOUR APPRAISAL RIGHTS UNDER SECTION 262 OF THE DGCL.**

YOU ARE URGED TO READ APPENDIX A IN ITS ENTIRETY SINCE FAILURE TO COMPLY WITH THE PROCEDURES SET FORTH THEREIN WILL RESULT IN THE LOSS OF APPRAISAL RIGHTS.

Please contact Acquisition Co. at the address below for additional copies of this Notice of Appraisal Rights or if you have any questions regarding the matters set forth herein:

LRTA, INC.

96 Cummings Point Road,

Stamford, CT 06902

Attention: General Counsel

Facsimile: (203) 358-0179

Additional Information

In connection with the Merger, Acquisition Co. and certain of its affiliates filed with the U.S. Securities and Exchange Commission (the SEC) the Schedule 13E-3, which was mailed to the stockholders of Aristotle along with this Notice of Appraisal Rights.

In making their decisions as to the exercise of appraisal rights, stockholders are urged to review the Schedule 13E-3 and all related materials. A copy of the Schedule 13E-3 is enclosed herewith. In addition, copies of the Schedule

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13E-3, including all amendments and supplements thereto, can be obtained at Acquisition Co. s expense from Acquisition Co. if you are a bank or a broker. Finally, the Schedule 13E-3 is also available for free on the SEC s website at <http://www.sec.gov>.

Aristotle is subject to the informational and reporting requirements of the Securities Exchange Act of 1934 and in accordance therewith files and furnishes periodic and current reports, proxy statements and other information with the SEC relating to its business, financial condition and other matters. Such periodic and current reports, proxy statements and other information may be read and copied at the SEC s Public Reference Room located at 100 F Street, N.E., Room 1580, Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the public reference room. Aristotle s filings with the SEC are also available to the public from commercial document-retrieval services and on the website maintained by the SEC at <http://www.sec.gov>.

Very truly yours,

LRTA, INC.