

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 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) July 16, 2001

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NRG Energy, Inc.  
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(Exact name of registrant as specified in its charter)

Delaware	001-15891	41-1724239
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

901 Marquette Avenue, Suite 2300, Minneapolis, Minnesota	55402-3265
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(Address of principal executive offices)	(Zip Code)
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Registrant's telephone number, including area code (612) 373-5300

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None  
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(Former name and former address, if changed since last report.)

Item 5. Other Events.

In June 2001, NRG Energy, Inc. (the "Company") filed, pursuant to Rule 415 under the Securities Act of 1933, a registration statement on Form S-3 (File No. 333-62958), which was declared effective on July 2, 2001. On July 16, 2001, the Company completed the offering of \$340,000,000 of its 6.75% Senior Notes due 2006 and \$160,000,000 of its 8.625% Senior Notes due 2031. In this connection, the Company is filing certain exhibits as part of this Form 8-K. See "Item 7. Exhibits."

Item 7. Exhibits.

The following exhibits are filed with this report on Form 8-K:

Exhibit No.	Description
1.1	Underwriting Agreement, dated July 11, 2001, by and among the Company and Banc of America Securities LLC, ABN AMRO Rothschild LLC, Deutsche Banc Alex. Brown Inc., Barclays Capital Inc., TD Securities (USA) Inc., Tokyo-Mitsubishi International plc, and The Williams Capital Group, L.P., as Representatives of the several underwriters listed on Schedule I thereto with respect to the issuance and sale of the notes.
4.1	Third Supplemental Indenture, dated July 16, 2001, by and between NRG Energy, Inc. and The Bank of New York, a New York banking corporation, as Trustee.

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 hereunto duly authorized.

NRG Energy, Inc.

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(Registrant)

/s/ Leonard A. Bluhm

Date July 16, 2001

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Name: Leonard A. Bluhm  
Title: Executive Vice President and  
Chief Executive Officer  
(Principal Financial Officer)

## NRG Energy, Inc.

\$340,000,000 6.75% SENIOR NOTES DUE 2006  
 \$160,000,000 8.625% SENIOR NOTES DUE 2031

## Underwriting Agreement

New York, New York  
 July 11, 2001

Banc of America Securities LLC  
 Deutsche Banc Alex. Brown Inc.  
 ABN AMRO Incorporated  
 Barclays Capital Inc.  
 TD Securities (USA) Inc.  
 Tokyo-Mitsubishi International plc  
 The Williams Capital Group, L.P.  
 As Representatives of the several Underwriters,  
 c/o Banc of America Securities LLC  
 Bank of America Corporate Center  
 100 North Tryon Street  
 Charlotte, North Carolina 28255  
 and  
 Deutsche Banc Alex. Brown Inc.  
 31 West 52nd Street  
 New York, New York 10019

Ladies and Gentlemen:

NRG Energy, Inc., a Delaware Corporation (the "Company"), proposes to sell to the several underwriters named in Schedule I hereto (the "Underwriters"), for whom you (the "Representatives") are acting as representatives, \$340,000,000 principal amount of its 6.75% Senior Notes due 2006 (the "2006 Notes") and \$160,000,000 principal amount of its 8.625% Senior Notes due 2031 (the "2031 Notes" and, together with the 2006 Notes, the "Securities"), to be issued under the Indenture dated as of March 13, 2001, as supplemented by the First Supplemental Indenture, dated as of March 13, 2001, the Second Supplemental Indenture, dated as of April 5, 2001 and the Third Supplemental Indenture, to be dated as of July 16, 2001 (collectively, the "Indenture"), between the Company and The Bank of New York, as trustee (the "Trustee"). To the extent there are

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no additional Underwriters listed on Schedule I other than you, the term Representatives as used herein shall mean you, as Underwriters, and the terms Representatives and Underwriters shall mean either the singular or plural as the context requires. Any reference herein to the Registration Statement, the Basic Prospectus, any Preliminary Final Prospectus or the Final Prospectus shall be deemed to refer to and include the documents incorporated by reference therein pursuant to Item 12 of Form S-3 which were filed under the Exchange Act on or before the Effective Date of the Registration Statement or the issue date of the Basic Prospectus, any Preliminary Final Prospectus or the Final Prospectus, as the case may be; and any reference herein to the terms "amend", "amendment" or "supplement" with respect to the Registration Statement, the Basic Prospectus, any Preliminary Final Prospectus or the Final Prospectus shall be deemed to refer to and include the filing of any document under the Exchange Act after the Effective Date of the Registration Statement or the issue date of the Basic Prospectus, any Preliminary Final Prospectus or the Final Prospectus, as the case may be, deemed to be incorporated therein by reference. Certain terms used herein are defined in Section 17 hereof.

1. Representations and Warranties. The Company represents and warrants to, and agrees with, each Underwriter as set forth below in this

Section 1.

(a) The Company meets the requirements for use of Form S-3 under the Act and has prepared and filed with the Commission a registration statement (Registration Statement No. 333-62958) on Form S-3, including a related basic prospectus, for registration under the Act of the offering and sale of the Securities. The Company may have filed one or more amendments thereto, including a Preliminary Final Prospectus, each of which has previously been furnished to you. The Company will next file with the Commission the Final Prospectus in accordance with Rule 424(b). The Company has included in such registration statement, as amended at the Effective Date, all information (other than Rule 430A Information) required by the Act and the rules thereunder to be included in such registration statement and the Final Prospectus. As filed, such Final Prospectus shall contain all Rule 430A Information, together with all other such required information, and, except to the extent the Representatives shall agree in writing to a modification, shall be in all substantive respects in the form furnished to you prior to the Execution Time or, to the extent not completed at the Execution Time, shall contain only such specific additional information and other changes (beyond that contained in the Basic Prospectus and any Preliminary Final Prospectus) as the Company has advised you, prior to the Execution Time, will be included or made therein. The Registration Statement, at the Execution Time, meets the requirements set forth in Rule 415(a)(1)(x)

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(b) On the Effective Date, the Registration Statement did or will, and when the Final Prospectus is first filed (if required) in accordance with Rule 424(b) and on the Closing Date (as defined herein), the Final Prospectus (and any supplement thereto) will, comply in all material respects with the applicable requirements of the Act, the Exchange Act and the Trust Indenture Act and the respective rules thereunder; on the Effective Date and at the Execution Time, the Registration Statement did not or will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading; on the Closing Date the Indenture will comply in all material respects with the applicable requirements of the Trust Indenture Act and the rules thereunder; and, on the Effective Date, the Final Prospectus, if not filed pursuant to Rule 424(b), will not, and on the date of any filing pursuant to Rule 424(b) and on the Closing Date, the Final Prospectus (together with any supplement thereto) will not, include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the Company makes no representations or warranties as to (i) that part of the Registration Statement which shall constitute the Statement of Eligibility and Qualification (Form T-1) under the Trust Indenture Act of the Trustee or (ii) the information contained in or omitted from the Registration Statement or the Final Prospectus (or any supplement thereto) in reliance upon and in conformity with information furnished in writing to the Company by or on behalf of any Underwriter through the Representatives specifically for inclusion in the Registration Statement or the Final Prospectus (or any supplement thereto).

(c) None of the Company and its significant subsidiaries, all of which are set forth in Schedule II (the "Subsidiaries"), is or, after giving effect to the offering and sale of the Securities and the application of the proceeds thereof as described in the Prospectus, will be required to be registered or regulated as an "investment company" as defined in the Investment Company Act of 1940, as amended.

(d) The Company has not paid or agreed to pay to any person any compensation for soliciting another to purchase any Securities (except as contemplated by this Agreement).

(e) The Company and the Subsidiaries possess all licenses, certificates, permits and other authorizations issued by the appropriate federal, state or foreign regulatory authorities necessary to conduct their respective businesses now being operated by them, except where the failure to possess such licenses, certificates, permits or other authorizations is not reasonably likely to have a material adverse effect on the condition (financial or otherwise), prospects, earnings, business or properties of the Company and its Subsidiaries taken as a whole (a "Material Adverse Effect"), and neither the Company nor any Subsidiary has received any notice of proceedings relating to the revocation or modification of any such certificate, authorization or permit which, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would have a Material Adverse Effect; except in all cases as set forth in or contemplated in the Final Prospectus (exclusive of any supplement thereto).

(f) No action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any Subsidiary or its property is pending or, to the knowledge of the Company, threatened that (i) is reasonably likely to have a material adverse effect on the performance of this Agreement or the consummation of any of the transactions contemplated hereby or (ii) is reasonably likely to have a Material Adverse Effect, except as set forth in or contemplated in the Final Prospectus (exclusive of any supplement thereto).

(g) This Agreement has been duly authorized, executed and delivered by the Company.

(h) The Securities have been duly authorized and at the Closing Date will have been duly executed by the Company and, when authenticated, issued and delivered in the manner provided for in the Indenture and delivered against payment of the purchase price therefor as provided in this Agreement, will constitute valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency (including, without limitation, all laws relating to fraudulent transfers), reorganization, moratorium or similar laws affecting enforcement of creditors' rights generally and except as enforcement thereof is subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law), and will be in the form contemplated by, and entitled to the benefits of, the Indenture.

(i) Except as set forth in the Final Prospectus and except for (i) San Francisco Thermal, Limited Partnership, (ii) Pittsburgh Thermal, Limited Partnership, and (iii) RSD Power Partners, L.P. (each of which is subject to regulation by virtue of its steam sales), none of the Company or the Subsidiaries is subject to regulation as a "steam corporation", "electric utility", "electric utility company", "utility company" or "public utility company" (collectively, "Regulated Utilities") or any similar term by any federal, state, local or foreign public utility commission or regulatory body or under any applicable federal, state, local or foreign law as a Regulated Utility other than as public utilities that have been granted market-based rates under the Federal Power Act or any state regulation applicable to "exempt wholesale generators," as defined in Section 32 of the Public Utility Holding Company Act of 1935, as amended ("PUHCA").

(j) None of the Company or the Subsidiaries is an "electric utility company", a "public utility company", a "holding company", a

"subsidiary company" of any of the foregoing or an "affiliate" of any of the foregoing or an "affiliate" of a "subsidiary" of a "holding company" (except insofar as the Company is a subsidiary of a registered holding company), each as defined in PUHCA.

(k) The Company's percentage ownership interest in its facilities, operations or projects under construction as set forth in the Final Prospectus are true and accurate in all material respects as of the date presented and any changes in the Company's percentage ownership interest in its facilities, operations or projects under construction which have occurred between such date and the date of this Agreement are as set forth on Schedule III hereto.

Any certificate signed by any officer of the Company and delivered to the Representatives or counsel for the Underwriters in connection with the offering of the Securities shall be deemed a representation and warranty by the Company, as to matters covered thereby, to each Underwriter.

2. Purchase and Sale. Subject to the terms and conditions and in reliance upon the representations and warranties herein set forth, the Company agrees to sell to each Underwriter, and each Underwriter agrees, severally and not jointly, to purchase from the Company, the 2006 Notes and the 2031 Notes, in the respective principal amounts set forth opposite such Underwriter's name in Schedule I hereto, at a purchase price (the "Purchase Price") equal to 99.275% of the principal amount thereof in the case of the 2006 Notes and 104.887792% of the principal amount thereof in the case of the 2031 Notes.

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3. Delivery and Payment. Delivery of and payment for the Securities shall be made at 10:00 AM, New York City time, on July 16, 2001, or at such time on such later date not more than three Business Days after the foregoing date as the Representatives shall designate, which date and time may be postponed by agreement between the Representatives and the Company or as provided in Section 9 hereof (such date and time of delivery and payment for the Securities being herein called the "Closing Date"). Delivery of the Securities shall be made to the Representatives for the respective accounts of the several Underwriters, against payment by the several Underwriters through the Representatives, of the Purchase Price thereof to or upon the order of the Company by wire transfer payable in same-day funds to an account specified by the Company. Delivery of the Securities shall be made through the facilities of The Depository Trust Company unless the Representatives shall otherwise instruct.

4. Offering by Underwriters. It is understood that the several Underwriters propose to offer the Securities for sale to the public as set forth in the Final Prospectus.

5. Agreements. The Company agrees with the several Underwriters that:

(a) The Company will use its best efforts to cause the Registration Statement, if not effective at the Execution Time, and any amendment thereof, to become effective. Prior to the termination of the offering of the Securities, the Company will not file any amendment of the Registration Statement or supplement (including the Final Prospectus or any Preliminary Final Prospectus) to the Basic Prospectus or any Rule 462(b) Registration Statement unless the Company has furnished you a copy for your review prior to filing and will not file any such proposed amendment or supplement to which you reasonably object. Subject to the foregoing sentence, if the Registration Statement has become or becomes effective pursuant to Rule 430A, or filing of the Final Prospectus is otherwise required under Rule 424(b), the Company will cause the Final Prospectus, properly completed, and any supplement thereto to be filed with the Commission pursuant to the applicable paragraph of Rule 424(b) within the time period prescribed and will provide evidence satisfactory to the Representatives of such timely filing. The Company will promptly advise the Representatives (1) when the Registration Statement, if not effective at the Execution Time, shall have become effective, (2) when the Final Prospectus, and any supplement thereto, shall have been filed (if required) with the

pursuant to Rule 424(b) or when any Rule 462(b) Registration Statement shall have been filed with the Commission, (3) when, prior to termination of the offering of the Securities, any amendment to the Registration Statement shall have been filed or become effective, (4) of any request by the Commission or its staff for any amendment of the Registration Statement, or any Rule 462(b) Registration Statement, or for any supplement to the Final Prospectus or for any additional information, (5) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or the institution or threatening of any proceeding for that purpose and (6) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Securities for sale in any jurisdiction or the institution or threatening of any proceeding for such purpose. The Company will use its best efforts to prevent the issuance of any such stop order or the suspension of any such qualification and, if issued, to obtain as soon as possible the withdrawal thereof.

(b) If, at any time when a prospectus relating to the Securities is required to be delivered under the Act, any event occurs as a result of which the Final Prospectus as then supplemented would include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein in the light of the circumstances under which they were made not misleading, or if it shall be necessary to amend the Registration Statement or supplement the Final Prospectus to comply with the Act or the Exchange Act or the respective rules thereunder, the Company promptly will (1) notify the Representatives of such event, (2) prepare and file with the Commission, subject to the second sentence of paragraph (a) of this Section 5, an amendment or supplement which will correct such statement or omission or effect such compliance and (3) supply any supplemented Final Prospectus to you in such quantities as you may reasonably request.

(c) As soon as practicable, the Company will make generally available to its security holders and to the Representatives an earnings statement or statements of the Company and its subsidiaries which will satisfy the provisions of Section 11(a) of the Act and Rule 158 under the Act.

(d) The Company will furnish to the Representatives and counsel for the Underwriters, without charge, signed copies of the Registration Statement (including exhibits thereto) and to each other Underwriter a copy of the Registration Statement (without exhibits thereto) and, so long as delivery of a prospectus by an Underwriter or dealer may be required by the Act, as many copies of each Preliminary Final Prospectus and the Final Prospectus and any

supplement thereto as the Representatives may reasonably request. The Company will pay the expenses of printing or other production of all documents relating to the offering.

(e) The Company will arrange, if necessary, for the qualification of the Securities for sale under the laws of such jurisdictions as the Representatives may designate, will maintain such qualifications in effect so long as required for the distribution of the Securities and will pay any fee of the National Association of Securities Dealers, Inc., in connection with its review of the offering; provided that in no event shall the Company be obligated to qualify to do business in any jurisdiction where it is not now so qualified or to take any action

that would subject it to service of process in suits, other than those arising out of the offering or sale of the Securities, in any jurisdiction where it is not now so subject.

(f) The Company will not, without the prior written consent of Banc of America Securities LLC and Deutsche Banc Alex. Brown Inc., offer, sell, contract to sell, pledge, or otherwise dispose of, (or enter into any transaction which is designed to, or might reasonably be expected to, result in the disposition (whether by actual disposition or effective economic disposition due to cash settlement or otherwise) by the Company or any affiliate of the Company or any person in privity with the Company or any affiliate of the Company) directly or indirectly, including the filing (or participation in the filing) of a registration statement with the Commission in respect of, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Exchange Act, any debt securities issued or guaranteed by the Company (other than the Securities) or publicly announce an intention to effect any such transaction, within 30 days after the Closing Date.

(g) The Company will not take, directly or indirectly, any action designed to or that would constitute or that might reasonably be expected to cause or result, under the Exchange Act or otherwise, in stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Securities.

6. Conditions to the Obligations of the Underwriters. The obligations of the Underwriters to purchase the Securities shall be subject to the accuracy of the representations and warranties on the part of the Company contained herein as of the Execution Time and the Closing Date, to the accuracy of the statements of the Company made in any certificates pursuant to the provisions hereof, to the

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performance by the Company of its obligations hereunder and to the following additional conditions:

(a) If the Registration Statement has not become effective prior to the Execution Time, unless the Representatives agree in writing to a later time, the Registration Statement will become effective not later than (i) 6:00 PM New York City time, on the date of determination of the public offering price, if such determination occurred at or prior to 3:00 PM New York City time on such date or (ii) 9:30 AM on the Business Day following the day on which the public offering price was determined, if such determination occurred after 3:00 PM New York City time on such date; if filing of the Final Prospectus, or any supplement thereto, is required pursuant to Rule 424(b), the Final Prospectus, and any such supplement, will be filed in the manner and within the time period required by Rule 424(b); and no stop order suspending the effectiveness of the Registration Statement shall have been issued and no proceedings for that purpose shall have been instituted or threatened.

(b) The Company shall have requested and caused Gibson, Dunn & Crutcher LLP, counsel for the Company, to have furnished to the Representatives their opinion, dated the Closing Date and addressed to the Representatives, to the effect that:

(i) the Securities conform to the description thereof contained in the Final Prospectus in all material respects;

(ii) the Indenture has been duly authorized, executed and delivered by the Company, has been duly qualified under the Trust Indenture Act, and (assuming due authorization, execution and delivery thereof by the Trustee) constitutes a legal, valid and binding instrument enforceable against the Company in accordance with its terms (subject, as to enforcement of remedies, to applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally from time to time in effect and to general principles of equity, including, without



limitation, concepts of materiality, reasonableness, good faith and fair dealing, regardless of whether considered in a proceeding in equity or at law); and the Securities have been duly authorized by the Company and, when executed and authenticated in accordance with the provisions of the Indenture and delivered to and paid for by the Underwriters pursuant to this Agreement, will constitute legal, valid and binding obligations of the Company entitled to the benefits of the

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Indenture (subject, as to enforcement of remedies, to applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally from time to time in effect and to general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, regardless of whether considered in a proceeding in equity or at law);

(iii) the Registration Statement has become effective under the Act; any required filing of the Basic Prospectus, any Preliminary Final Prospectus and the Final Prospectus, and any supplements thereto, pursuant to Rule 424(b) have been made in the manner and within the time period required by Rule 424(b); to the knowledge of such counsel, no stop order suspending the effectiveness of the Registration Statement has been issued, no proceedings for that purpose have been instituted or threatened, and the Registration Statement and the Final Prospectus (other than the financial statements and other financial information contained therein, as to which such counsel need express no opinion) comply as to form in all material respects with the applicable requirements of the Act, the Exchange Act and the Trust Indenture Act and the respective rules thereunder;

(iv) this Agreement has been duly authorized, executed and delivered by the Company;

(v) the Company is not and, after giving effect to the offering and sale of the Securities and the application of the proceeds thereof as described in the Final Prospectus, will not be an "investment company" required to be registered under the Investment Company Act of 1940, as amended;

Furthermore, following the opinion paragraphs, such counsel shall state the following:

"We have participated in conferences with officers and other representatives of the Company, representatives of the independent auditors of the Company and your representatives and counsel at which the contents of the Registration Statement and/or Final Prospectus and related matters were discussed. Because the purpose of our professional engagement was not to establish or confirm factual matters and because the scope of our examination of the affairs of the Company did not permit us to verify the accuracy, completeness or fairness of

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the statements set forth in the Registration Statement and/or Final Prospectus, we are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Registration Statement and/or Final Prospectus, except to the extent set forth below in the last sentence of the immediately following paragraph.

On the basis of the foregoing, and except for the financial statements and schedules and other financial and statistical data included

therein, as to which we express no opinion or belief, no facts have come to our attention that lead us to believe that the Registration Statement, on the Effective Date or on the date the Registration Statement was last deemed amended, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or that the Final Prospectus, as of its date and as of the Closing Date, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. Furthermore, on the basis of the foregoing, and insofar as the statements in the Registration Statement and/or Final Prospectus under the caption 'Description of Notes' and 'Description of Debt Securities' purport to describe specific provisions of the Indenture, such statements present in all material respects an accurate summary of such provisions."

In rendering such opinion, such counsel may rely (A) as to matters involving the application of laws of any jurisdiction other than the State of New York, the State of Delaware or the Federal laws of the United States, to the extent they deem proper and specified in such opinion, upon the opinion of other counsel of good standing whom they believe to be reliable and who are satisfactory to counsel for the Underwriters and (B) as to matters of fact, to the extent they deem proper, on certificates of responsible officers of the Company and public officials. References to the Final Prospectus in this paragraph (b) include any supplements thereto at the Closing Date.

(c) The Company shall have furnished to the Representatives the opinion of James J. Bender, Esq., general counsel of the Company, dated the Closing Date, to the effect that:

(i) each of the Company and the Subsidiaries has been duly incorporated and is validly existing as a corporation in good standing under the laws of the jurisdiction in which it is chartered or organized,

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with full corporate power and authority to own or lease, as the case may be, and to operate its properties and conduct its business as described in the Final Prospectus, and is duly qualified to do business as a foreign corporation and is in good standing under the laws of each jurisdiction which requires such qualification, except where the failure to be so qualified or in good standing is not reasonably likely to have a Material Adverse Effect;

(ii) all the outstanding shares of capital stock of the Company and of each Subsidiary have been duly and validly authorized and issued and are fully paid and nonassessable, and, except as otherwise set forth in the Final Prospectus, all outstanding shares of capital stock of each of the Subsidiaries are owned of record by the Company either directly or through wholly owned Subsidiaries free and clear of any perfected security interest and, to the knowledge of such counsel, after due inquiry, any other security interest, claim, lien or encumbrance, other than such liens or other security interests granted or created in connection with indebtedness of the projects owned by such Subsidiaries;

(iii) the Company's authorized equity capitalization is as set forth in the Final Prospectus;

(iv) there is no pending, or, to the knowledge of such counsel, threatened action, suit or proceeding by or before any court or government agency, authority or body or any arbitrator involving the Company or any of its subsidiaries or its or their property, of a character required to be disclosed in the Registration Statement which is not adequately disclosed in the Final Prospectus, and there is no franchise, contract or

other document of a character required to be described in the Registration Statement or Final Prospectus, or to be filed as an exhibit thereto, which is not described or filed as required;

(v) no consent, approval, authorization, filing with or order of any court or governmental agency or body is required in connection with the transactions contemplated herein, except such as have been obtained under the Act and such as may be required under the blue sky laws of any jurisdiction in connection with the purchase and distribution of the Securities by the Underwriters (about which such counsel need express no opinion) in the manner contemplated in this Agreement and

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in the Final Prospectus and such other approvals (specified in such opinion) as have been obtained;

(vi) neither the execution and delivery of the Indenture, the issue and sale of the Securities, nor the consummation of any other of the transactions herein contemplated nor the fulfillment of the terms hereof will conflict with, result in a breach or violation or constitute a default under (i) the charter or by-laws of the Company or its Subsidiaries, (ii) the terms of any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which the Company or its Subsidiaries is a party or bound or to which its or their property is subject, or (iii) any statute, law, rule, regulation, judgment, order or decree applicable to the Company or its Subsidiaries of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company or its Subsidiaries or any of its or their properties, except in the cases of clauses (ii) and (iii) above, such conflict, breach, violation or default which is not reasonably likely to have a Material Adverse Effect;

(vii) except as set forth in the Final Prospectus and except for (i) San Francisco Thermal, Limited Partnership, (ii) Pittsburgh Thermal, Limited Partnership, and (iii) RSD Power Partners, L.P., (each of which is subject to regulation by virtue of its steam sales) none of the Company or its Subsidiaries is subject to regulation as a Regulated Utility or any similar term by any federal law, law of the State of Minnesota or Minnesota public utility commission or federal regulatory body or under any such law as a Regulated Utility other than as public utilities that have been granted market-based rates under the Federal Power Act or any state regulation applicable to "exempt wholesale generators," as defined in Section 32 of PUHCA;

(viii) none of the Company or its Subsidiaries is an "electric utility company", a "public utility company", a "holding company", a "subsidiary company" of any of the foregoing, an "affiliate" of any of the foregoing, or an "affiliate" of a "subsidiary" of a "holding company" (except insofar as the Company is a subsidiary of a registered holding company), each as defined in PUHCA;

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(ix) except as set forth in the Final Prospectus, the Company and its Subsidiaries possess and are in compliance with all approvals, certificates, authorizations, licenses and permits issued by the appropriate state, Federal or foreign regulatory agencies or bodies necessary to conduct their business as

described in the Final Prospectus, except where the failure to possess such approvals, certificates, authorizations, licenses and permits or be in compliance therewith would not be reasonably likely to have a Material Adverse Effect and to the knowledge of such counsel, none of the Company or its Subsidiaries has received any notice of proceedings relating to the revocation or modification of any such approval, certificate, authorization, license or permit which, individually or in the aggregate, if it became the subject of an unfavorable decision, ruling or finding, would be reasonably likely to have a Material Adverse Effect; and

(x) no holders of securities of the Company have rights to the registration of such securities under the Registration Statement.

(d) The Representatives shall have received from Skadden, Arps, Slate, Meagher & Flom LLP, counsel for the Underwriters, such opinion or opinions, dated the Closing Date and addressed to the Representatives, with respect to the issuance and sale of the Securities, the Indenture, the Registration Statement, the Final Prospectus (together with any supplement thereto) and other related matters as the Representatives may reasonably require, and the Company shall have furnished to such counsel such documents as they request for the purpose of enabling them to pass upon such matters.

(e) The Company shall have furnished to the Representatives a certificate of the Company, signed by the Chairman of the Board or the President and the principal financial or accounting officer of the Company, dated the Closing Date, to the effect that the signers of such certificate have carefully examined the Registration Statement, the Final Prospectus, any supplements to the Final Prospectus and this Agreement and that:

(i) the representations and warranties of the Company in this Agreement are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date and the Company has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing Date;

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(ii) no stop order suspending the effectiveness of the Registration Statement has been issued and no proceedings for that purpose have been instituted or, to the Company's knowledge, threatened; and

(iii) since the date of the most recent financial statements included or incorporated by reference in the Final Prospectus (exclusive of any supplement thereto), there has been no material adverse effect on the condition (financial or otherwise), earnings, business or properties of the Company and its subsidiaries, taken as a whole, whether or not arising from transactions in the ordinary course of business, except as set forth in or contemplated in the Final Prospectus (exclusive of any supplement thereto).

(f) The Company shall have requested and caused PricewaterhouseCoopers LLP to have furnished to the Representatives, at the Execution Time and at the Closing Date, letters, (which may refer to letters previously delivered to one or more of the Representatives), dated respectively as of the Execution Time and as of the Closing Date, in form and substance satisfactory to the Representatives, confirming that they are independent accountants within the meaning of the Act and the Exchange Act and the respective applicable rules and regulations adopted by the Commission thereunder, that they have audited the consolidated financial statements of the Company as of December 31, 1999 and December 31, 2000 and for each of the three years in the period ended December 31, 2000 in accordance with generally accepted auditing standards and that they have performed a review of the unaudited interim financial information of the Company for the three-month period ended March 31, 2001, and as at March

31, 2001, in accordance with Statement on Auditing Standards No. 71, and stating in effect that:

(i) in their opinion the audited consolidated financial statements and financial statement schedules included or incorporated by reference in the Registration Statement and the Final Prospectus and reported on by them comply as to form in all material respects with the applicable accounting requirements of the Act and the Exchange Act and the related rules and regulations adopted by the Commission;

(ii) on the basis of a reading of the latest unaudited financial statements made available by the Company and its subsidiaries; their

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limited review, in accordance with standards established under Statement on Auditing Standards No. 71, of the unaudited interim financial information for the three-month period ended March 31, 2001, and as at March 31, 2001; carrying out certain specified procedures (but not an examination in accordance with generally accepted auditing standards) which would not necessarily reveal matters of significance with respect to the comments set forth in such letter; a reading of the minutes of the meetings of the stockholders, directors and committees of the Company and the Subsidiaries; and inquiries of certain officials of the Company who have responsibility for financial and accounting matters of the Company and its subsidiaries as to transactions and events subsequent to December 31, 2000, nothing came to their attention which caused them to believe that:

(1) any unaudited financial statements included in the Registration Statement and the Final Prospectus do not comply as to form in all material respects with applicable accounting requirements of the Act and with the related rules and regulations adopted by the Commission with respect to financial statements included or incorporated by reference in quarterly reports on Form 10-Q under the Exchange Act; and said unaudited financial statements are not in conformity with generally accepted accounting principles applied on a basis substantially consistent with that of the audited financial statements included in the Registration Statement and the Final Prospectus;

(2) the information included in the Registration Statement and Final Prospectus in response to Regulation S-K, Item 301 (Selected Financial Data) is not in conformity with the applicable disclosure requirements of Regulation S-K;

(iii) on the basis of a reading of the unaudited consolidated financial statements for April and May of both 2000 and 2001 made available by the Company and its subsidiaries, having been advised by the Company that no statements as of any date or for any period subsequent to May 31, 2001 were available; carrying out certain specified procedures (but not an examination in accordance with generally accepted auditing standards) which would not necessarily reveal matters of significance with respect to the comments set forth in such letter; a reading of the minutes of the meetings of the stockholders,

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directors and audit committees of the Company and the Subsidiaries; and inquiries of certain officials of the Company who have responsibility for financial and accounting matters of the Company and its subsidiaries as to transactions and events

subsequent to March 31, 2001, and as to whether the unaudited consolidated financial statements for April and May of both 2000 and 2001 are stated on a basis substantially consistent with that of the audited consolidated financial statements in the Registration Statement, nothing came to their attention which caused them to believe that with respect to the period subsequent to March 31, 2001, there were, at May 31, 2001, any increases in the long-term debt or total current liabilities of the Company and its subsidiaries or decreases in the stockholders' equity of the Company or decreases in total current assets or total assets of the Company and its subsidiaries as compared with the amounts shown on the March 31, 2001 unaudited interim consolidated balance sheet included or incorporated by reference in the Registration Statement and the Final Prospectus, or for the period from April 1, 2001 to May 31, 2001 there were any decreases, as compared with the corresponding period in the previous year, in consolidated operating revenues or income before income taxes or net income of the Company and its subsidiaries, except in all instances for changes or decreases set forth in such letter, in which case the letter shall be accompanied by an explanation by the Company as to the significance thereof unless said explanation is not deemed necessary by the Representatives;

(iv) on the basis of a reading of the minutes of the meetings of the stockholders, directors and committees of the Company and the Subsidiaries; and inquiries of certain officials of the Company who have responsibility for financial and accounting matters of the Company and its subsidiaries as to transactions and events subsequent to March 31, 2001, nothing came to their attention which caused them to believe that, with respect to the period subsequent to May 31, 2001, there were, at a specified date not more than five days prior to the date of the letter, any increases in the long-term debt or total current liabilities of the Company and its subsidiaries or decreases in the stockholders' equity of the Company or decreases in total current assets or total assets of the Company and its subsidiaries as compared with the amounts shown on the March 31, 2001 unaudited interim consolidated balance sheet included or incorporated by reference in the Registration Statement and the Final Prospectus, or for the period from June 1, 2001 to such

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specified date there were any decreases, as compared with the corresponding period in the previous year, in consolidated operating revenues or income before income taxes or net income of the Company and its subsidiaries, except in all instances for changes or decreases set forth in such letter, in which case the letter shall be accompanied by an explanation by the Company as to the significance thereof unless said explanation is not deemed necessary by the Representatives;

(v) they have performed certain other specified procedures as a result of which they determined that certain information of an accounting, financial or statistical nature (which is limited to accounting, financial or statistical information derived from the general accounting records of the Company and its subsidiaries) set forth in the Registration Statement and the Final Prospectus and in Exhibit 12 to the Registration Statement, including the financial information set forth under the captions "Summary and Consolidated Financial and Operating Data", certain information included or incorporated by reference in the Company's Annual Report on Form 10-K for the year ended December 31, 2000, incorporated by reference in the Registration Statement and the Final Prospectus, and certain information included or incorporated by reference in the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2001, incorporated by reference in the Registration Statement and the Final Prospectus, agrees with the accounting records of the Company and its subsidiaries, excluding any questions of legal interpretation.

(g) Subsequent to the Execution Time or, if earlier, the dates as of which information is given in the Registration Statement (exclusive of any amendment thereof) and the Final Prospectus (exclusive of any supplement thereto), there shall not have been (i) any change or decrease in the items specified in the letter or letters referred to in paragraph (e) of this Section 6 or (ii) any change, or any development involving a prospective change, in or affecting the business or properties of the Company and its subsidiaries, taken as a whole, whether or not arising from transactions in the ordinary course of business, except as set forth in or contemplated in the Final Prospectus (exclusive of any supplement thereto) the effect of which, in any case referred to in clause (i) or (ii) above, is, in the reasonable judgment of the Representatives, so material and adverse as to make it impractical or inadvisable to proceed with the offering or delivery of the Securities as contemplated by the Registration

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Statement (exclusive of any amendment thereof) and the Final Prospectus (exclusive of any supplement thereto).

(h) Subsequent to the Execution Time, there shall not have been any decrease in the rating of any of the Company's debt securities by any "nationally recognized statistical rating organization" (as defined for purposes of Rule 436(g) under the Act) or any notice given of any intended or potential decrease in any such rating or of a possible change in any such rating that does not indicate the direction of the possible change.

(i) Prior to the Closing Date, the Company shall have furnished to the Representatives such further information, certificates and documents as the Representatives may reasonably request.

If any of the conditions specified in this Section 6 shall not have been fulfilled in all material respects when and as provided in this Agreement, or if any of the opinions and certificates mentioned above or elsewhere in this Agreement shall not be in all material respects reasonably satisfactory in form and substance to the Representatives and counsel for the Underwriters, this Agreement and all obligations of the Underwriters hereunder may be canceled at, or at any time prior to, the Closing Date by the Representatives. Notice of such cancellation shall be given to the Company in writing or by telephone or facsimile confirmed in writing.

The documents required to be delivered by this Section 6 shall be delivered at the office of the Company, 901 Marquette Avenue, Suite 2300, Minneapolis, Minnesota, on the Closing Date.

7. Reimbursement of Underwriters' Expenses. If the sale of the Securities provided for herein is not consummated because any condition to the obligations of the Underwriters set forth in Section 6 hereof is not satisfied, because of any termination pursuant to Section 10 hereof or because of any refusal, inability or failure on the part of the Company to perform any agreement herein or comply with any provision hereof other than by reason of a default by any of the Underwriters, the Company will reimburse the Underwriters severally through Banc of America Securities LLC and Deutsche Banc Alex. Brown Inc. on demand for all out-of-pocket expenses (including reasonable fees and disbursements of counsel) that shall have been incurred by them in connection with the proposed purchase and sale of the Securities.

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#### 8. Indemnification and Contribution.

(a) The Company agrees to indemnify and hold harmless each Underwriter, the directors, officers, employees and agents of each

Underwriter and each person who controls any Underwriter within the meaning of either the Act or the Exchange Act against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the Act, the Exchange Act or other Federal or state statutory law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the registration statement for the registration of the Securities as originally filed or in any amendment thereof, or in any Preliminary Final Prospectus or the Final Prospectus, or in any amendment thereof or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and agrees to reimburse each such indemnified party, as incurred, for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the Company will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made therein in reliance upon and in conformity with written information furnished to the Company by or on behalf of any Underwriter through the Representatives specifically for inclusion therein; provided, further, that with respect to any untrue statement or omission of a material fact made in any Preliminary Final Prospectus, the indemnity agreement contained in this Section 8(a) shall not inure to the benefit of any Underwriter from whom the person asserting any such loss, claim, damage or liability purchased the Securities concerned, to the extent that any such loss, claim, damage or liability of such Underwriter occurs under the circumstance where it shall have been determined by a court of competent jurisdiction by final and nonappealable judgment that (w) the Company had previously furnished copies of the Final Prospectus to the Representatives, (x) delivery of the Final Prospectus was required to be made to such person, (y) the untrue statement or omission of a material fact contained in the Preliminary Final Prospectus was corrected in the Final Prospectus, and (z) there was not sent or given to such person, at or prior to the written confirmation of the sale of such Securities to such person, a copy of the Final Prospectus. This indemnity agreement will be in addition to any liability which the Company may otherwise have.

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(b) Each Underwriter severally and not jointly agrees to indemnify and hold harmless the Company, each of its directors, each of its officers who signs the Registration Statement, and each person who controls the Company within the meaning of either the Act or the Exchange Act, to the same extent as the foregoing indemnity from the Company to each Underwriter, but only with reference to written information relating to such Underwriter furnished to the Company by or on behalf of such Underwriter through the Representatives specifically for inclusion in the documents referred to in the foregoing indemnity. This indemnity agreement will be in addition to any liability which any Underwriter may otherwise have. The Company acknowledges that the statements set forth in the last paragraph of the cover page regarding delivery of the Securities, and, under the heading "Underwriting", (i) the list of Underwriters and their respective participation in the sale of the Securities, (ii) the sentences related to concessions and reallowances and (iii) the paragraph related to stabilization, syndicate covering transactions and penalty bids constitute the only information furnished in writing by or on behalf of the several Underwriters for inclusion in any Preliminary Final Prospectus or the Final Prospectus.

(c) Promptly after receipt by an indemnified party under this Section 8 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 8, notify the indemnifying party in writing of the commencement thereof; but the failure so to notify the indemnifying party (i) will not relieve it from liability under



paragraph (a) or (b) above unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights and defenses and (ii) will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation provided in paragraph (a) or (b) above. The indemnifying party shall be entitled to appoint counsel of the indemnifying party's choice at the indemnifying party's expense to represent the indemnified party in any action for which indemnification is sought (in which case the indemnifying party shall not thereafter be responsible for the fees and expenses of any separate counsel retained by the indemnified party or parties except as set forth below); provided, however, that such counsel shall be satisfactory to the indemnified party. Notwithstanding the indemnifying party's election to appoint counsel to represent the indemnified party in an action, the indemnified party shall have the right to employ separate counsel (including local counsel), and the indemnifying party shall bear the reasonable fees, costs and expenses of such separate counsel if (i) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such

counsel with a conflict of interest, (ii) the actual or potential defendants in, or targets of, any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party, (iii) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of such action or (iv) the indemnifying party shall authorize the indemnified party to employ separate counsel at the expense of the indemnifying party, it being understood that the indemnifying party shall not be liable for more than one separate firm (in addition to one local firm in each jurisdiction) for all indemnified parties in each jurisdiction in which any claim or action arising out of the same general allegations or circumstances is brought. An indemnifying party will not, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding. An indemnifying party will not, without the prior written consent of the indemnified party, enter into any settlement or compromise or consent to the entry of any judgment.

(d) In the event that the indemnity provided in paragraph (a) or (b) of this Section 8 is unavailable to or insufficient to hold harmless an indemnified party for any reason, the Company and the Underwriters severally agree to contribute to the aggregate losses, claims, damages and liabilities (including legal or other expenses reasonably incurred in connection with investigating or defending same) (collectively "Losses") to which the Company and one or more of the Underwriters may be subject in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and by the Underwriters on the other from the offering of the Securities; provided, however, that in no case shall any Underwriter (except as may be provided in any agreement among underwriters relating to the offering of the Securities) be responsible for any amount in excess of the underwriting discount or commission applicable to the Securities purchased by such Underwriter hereunder. If the allocation provided by the immediately preceding sentence is unavailable for any reason, the Company and the Underwriters severally shall contribute in such proportion as is appropriate to reflect not only such relative benefits but also the

relative fault of the Company on the one hand and of the Underwriters on the other in connection with the statements or omissions which resulted in such Losses as well as any other relevant equitable considerations. Benefits received by the Company shall be deemed to be equal to the total net proceeds from the offering (before deducting expenses) received by it, and benefits received by the Underwriters shall be deemed to be equal to the total underwriting discounts and commissions, in each case as set forth on the cover page of the Final Prospectus. Relative fault shall be determined by reference to, among other things, whether any untrue or any alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information provided by the Company on the one hand or the Underwriters on the other. The Company and the Underwriters agree that it would not be just and equitable if contribution were determined by pro rata allocation or any other method of allocation which does not take account of the equitable considerations referred to above. Notwithstanding the provisions of this paragraph (d), no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this Section 8, each person who controls an Underwriter within the meaning of either the Act or the Exchange Act and each director, officer, employee and agent of an Underwriter shall have the same rights to contribution as such Underwriter, and each person who controls the Company within the meaning of either the Act or the Exchange Act, each officer of the Company who shall have signed the Registration Statement and each director of the Company shall have the same rights to contribution as the Company, subject in each case to the applicable terms and conditions of this paragraph (d).

9. Default by an Underwriter. If any one or more Underwriters shall fail to purchase and pay for any of the Securities agreed to be purchased by such Underwriter or Underwriters hereunder and such failure to purchase shall constitute a default in the performance of its or their obligations under this Agreement, the remaining Underwriters shall be obligated severally to take up and pay for (in the respective proportions which the principal amount of Securities set forth opposite their names in Schedule I hereto bears to the aggregate principal amount of Securities set forth opposite the names of all the remaining Underwriters) the Securities which the defaulting Underwriter or Underwriters agreed but failed to purchase; provided, however, that in the event that the aggregate principal amount of Securities which the defaulting Underwriter or Underwriters agreed but failed to purchase shall exceed 10% of the aggregate principal amount of Securities set forth in Schedule I hereto, the remaining Underwriters shall have the right to purchase all, but shall not be under any

obligation to purchase any, of the Securities, and if such nondefaulting Underwriters do not purchase all the Securities, this Agreement will terminate without liability to any nondefaulting Underwriter or the Company. In the event of a default by any Underwriter as set forth in this Section 9, the Closing Date shall be postponed for such period, not exceeding five Business Days, as the Representatives shall determine in order that the required changes in the Registration Statement and the Final Prospectus or in any other documents or arrangements may be effected. Nothing contained in this Agreement shall relieve any defaulting Underwriter of its liability, if any, to the Company and any nondefaulting Underwriter for damages occasioned by its default hereunder.

10. Termination. This Agreement shall be subject to termination in the absolute discretion of the Representatives, by notice given to the Company prior to delivery of and payment for the Securities, if at any time prior

to such time (i) trading in the Company's Common Stock shall have been suspended by the Commission or the New York Stock Exchange or trading in securities generally on the New York Stock Exchange shall have been suspended or limited or minimum prices shall have been established on such Exchange, (ii) a banking moratorium shall have been declared either by Federal or New York State authorities or (iii) there shall have occurred any outbreak or escalation of hostilities, declaration by the United States of a national emergency or war, or other calamity or crisis the effect of which on financial markets is such as to make it, in the reasonable judgment of the Representatives, impractical or inadvisable to proceed with the offering or delivery of the Securities as contemplated by the Final Prospectus (exclusive of any supplement thereto).

11. Representations and Indemnities to Survive. The respective agreements, representations, warranties, indemnities and other statements of the Company or its officers and of the Underwriters set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation made by or on behalf of any Underwriter or the Company or any of the officers, directors, employees, agents or controlling persons referred to in Section 8 hereof, and will survive delivery of and payment for the Securities. The provisions of Sections 7 and 8 hereof shall survive the termination or cancellation of this Agreement.

12. Notices. All communications hereunder will be in writing and effective only on receipt, and, if sent to the Representatives, will be mailed, delivered or telefaxed to Transaction Management, Banc of America Securities LLC (fax no.: (704) 388-9939) and Joseph Kopec, Deutsche Banc Alex. Brown Inc. (fax no.: (212) 469-7024) and confirmed to Transaction Management, Banc of America Securities LLC, at Bank of America Corporate Center, 100 North Tryon Street, Charlotte, North Carolina, 28255, Attention: Transaction Management and Deutsche Banc Alex. Brown

Inc. at 31 West 52 nd Street, New York, New York 10019, Attention: Joseph Kopec; or, if sent to the Company, will be mailed, delivered or telefaxed to James J. Bender, Vice President and General Counsel (fax no.: 612-373-5392) and confirmed to it at NRG Energy, Inc., 901 Marquette Avenue, Suite 2300, Minneapolis, MN 55402, Attention: General Counsel.

13. Successors. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and the officers, directors, employees, agents and controlling persons referred to in Section 8 hereof, and no other person will have any right or obligation hereunder.

14. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed within the State of New York.

15. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement.

16. Headings. The section headings used herein are for convenience only and shall not affect the construction hereof.

17. Definitions. The terms which follow, when used in this Agreement, shall have the meanings indicated.

"Act" shall mean the Securities Act of 1933, as amended and the rules and regulations of the Commission promulgated thereunder.

"Basic Prospectus" shall mean the prospectus referred to in paragraph 1(a) above contained in the Registration Statement at the Effective Date including any Preliminary Final Prospectus.

"Business Day" shall mean any day other than a Saturday, a Sunday or a legal holiday or a day on which banking institutions or trust companies are authorized or obligated by law, executive order or

regulation to close in New York City.

"Commission" shall mean the Securities and Exchange Commission.

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"Effective Date" shall mean each date and time that the Registration Statement, any post-effective amendment or amendments thereto and any Rule 462(b) Registration Statement became or become effective.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder.

"Execution Time" shall mean the date and time that this Agreement is executed and delivered by the parties hereto.

"Final Prospectus" shall mean the prospectus supplement relating to the Securities that was first filed pursuant to Rule 424(b) after the Execution Time, together with the Basic Prospectus.

"Preliminary Final Prospectus" shall mean any preliminary prospectus supplement to the Basic Prospectus which describes the Securities and the offering thereof and is used prior to filing of the Final Prospectus, together with the Basic Prospectus.

"Registration Statement" shall mean the registration statement referred to in paragraph 1(a) above, including exhibits and financial statements, as amended at the Execution Time (or, if not effective at the Execution Time, in the form in which it shall become effective) and, in the event any post-effective amendment thereto or any Rule 462(b) Registration Statement becomes effective prior to the Closing Date, shall also mean such registration statement as so amended or such Rule 462(b) Registration Statement, as the case may be. Such term shall include any Rule 430A Information deemed to be included therein at the Effective Date as provided by Rule 430A.

"Rule 415", "Rule 424", "Rule 430A" and "Rule 462" refer to such rules under the Act.

"Rule 430A Information" shall mean information with respect to the Securities and the offering thereof permitted to be omitted from the Registration Statement when it becomes effective pursuant to Rule 430A.

"Rule 462(b) Registration Statement" shall mean a registration statement and any amendments thereto filed pursuant to Rule 462(b) relating to the offering covered by the registration statement referred to in Section 1(a) hereof.

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"Trust Indenture Act" shall mean the Trust Indenture Act of 1939, as amended and the rules and regulations of the Commission promulgated thereunder.

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If the foregoing is in accordance with your understanding of our agreement, please sign and return to us the enclosed duplicate hereof, whereupon this letter and your acceptance shall represent a binding agreement among the Company and the several Underwriters.

Very truly yours,

NRG Energy, Inc.

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

Name:  
Title:

The foregoing Agreement is hereby confirmed and accepted as of the date first above written.

Banc of America Securities LLC  
Deutsche Banc Alex. Brown Inc.  
ABN AMRO Incorporated  
Barclays Capital Inc.  
TD Securities (USA) Inc.  
Tokyo-Mitsubishi International plc  
Williams Capital Group, L.P.,

By: Banc of America Securities LLC

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

Name:  
Title:

By: Deutsche Banc Alex. Brown Inc.

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

Name:  
Title:

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

Name:  
Title:

SCHEDULE I

Underwriters -----	Principal Amount of 2006 Notes to be Purchased -----	Principal Amount of 2031 Notes to be Purchased -----
Banc of America Securities LLC	\$ 119,000,000	\$ 56,000,000
Deutsche Banc Alex. Brown Inc.	\$ 119,000,000	\$ 56,000,000
ABN AMRO Incorporated	\$ 20,400,000	\$ 9,600,000
Barclays Capital Inc.	\$ 21,522,000	\$ 10,128,000
TD Securities (USA) Inc.	\$ 20,400,000	\$ 9,600,000
Tokyo-Mitsubishi International plc	\$ 17,000,000	\$ 8,000,000
The Williams Capital Group, L.P.	\$ 22,678,000	\$ 10,672,000
	-----	-----
TOTAL	\$ 340,000,000 =====	\$ 160,000,000 =====

SCHEDULE II

Significant Subsidiaries

Arthur Kill Power LLC  
COBEE Holdings Inc.  
Devon Power LLC  
Flinders Coal Pty Ltd  
Granite Power Partners II, L.P.  
Huntley Power LLC  
Killingholme Generation Limited  
Killingholme Holdings Limited  
Killingholme Power Limited  
Lambique Beheer B.V.  
Louisiana Generating LLC  
Middletown Power LLC  
Montville Power LLC  
NEO Corporation  
NEO Landfill Gas Inc.  
Norwalk Power LLC  
NRG Finance Company I LLC  
NRG International, Inc.  
NRG MidAtlantic Generating LLC  
NRG Northeast Generating LLC  
NRG South Central Generating LLC  
NRG Thermal Corporation NRG West Coast Inc.  
NRGenerating Holdings (No. 15) B.V.  
NRGenerating Holdings (No. 4) B.V.  
NRGenerating International B.V.  
NRGenerating, Ltd.  
Sterling Luxembourg (No. 1) s.a.r.l.  
Sunshine State Power (No. 2) B.V.  
Sunshine State Power B.V.  
Tosli Investments N.V.

SCHEDULE III

Changes in Percentage Ownership Interest



THIRD SUPPLEMENTAL INDENTURE

Dated as of July 16, 2001

to

INDENTURE

Dated as of March 13, 2001

between

NRG ENERGY, INC.

and

THE BANK OF NEW YORK,

as Trustee

THIRD SUPPLEMENTAL INDENTURE, dated as of July 16, 2001 (this "Third Supplemental Indenture"), to the Indenture, dated as of March 13, 2001 (the "Base Indenture"), between NRG ENERGY, INC., a Delaware corporation (the "Company"), and THE BANK OF NEW YORK, a New York banking corporation (the "Trustee"), as supplemented by the First Supplemental Indenture, dated as of March 13, 2001 (the "First Supplemental Indenture"), between the Company and the Trustee and the Second Supplemental Indenture, dated as of April 5, 2001 (the "Second Supplemental Indenture"), between the Company and the Trustee.

WHEREAS, the Company and the Trustee have heretofore executed and delivered the Base Indenture to provide for the issuance from time to time of Securities (as defined in the Base Indenture) of the Company, to be issued in one or more Series (as defined in the Base Indenture);

WHEREAS, Sections 2.1, 2.2 and 7.1 of the Base Indenture provide, among other things, that the Company and the Trustee may enter into indentures supplemental to the Base Indenture for, among other things, (i) the purpose of establishing the designation, form, terms and provisions of Securities of any Series as permitted by Sections 2.1, 2.2 and 7.1 of the Base Indenture and (ii) the purpose of reopening a Series of Securities for issuances of additional Securities of such Series;

WHEREAS, the Company (i) desires the issuance of a new separate Series of Securities to be designated as hereinafter provided and desires to reopen for issuance of additional Securities the Series of Securities designated the 8.625% Senior Notes due 2031 established by the Second Supplemental Indenture (the "Senior Notes due 2031") and (ii) has requested the Trustee to enter into this Third Supplemental Indenture for the purpose of establishing the designation, form, terms and provisions of the Securities of such new Series and reopening the Senior Notes due 2031;

WHEREAS, all action on the part of the Company necessary to authorize the issuance of said Securities under the Base Indenture and this Third Supplemental Indenture has been duly taken.

NOW, THEREFORE, THIS THIRD SUPPLEMENTAL INDENTURE WITNESSETH:



That, in order to establish the designation, form, terms and provisions of or reopen for issuance, and to authorize the authentication and delivery of, said Securities, and in consideration of the acceptance of said Securities by the Holders thereof and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

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ARTICLE I  
DEFINITIONS

(a) Capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed thereto in the Base Indenture.

(b) The rules of interpretation set forth in the Base Indenture shall be applied hereto as if set forth in full herein.

(c) For all purposes of this Third Supplemental Indenture, except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the following respective meanings (such meanings shall apply equally to both the singular and plural forms of the respective terms):

"Change of Control" means the occurrence of one or more of the following events: (i) Xcel or its successors ceases to own a majority of the outstanding Voting Stock of the Issuer, (ii) at any time following the occurrence of the event described in the preceding clause (i), a Person or group (as that term is used in Section 13(d)(3) of the Exchange Act) of Persons (other than Xcel) shall have become the beneficial owner directly or indirectly, or shall have acquired the absolute power to direct the vote, of more than 35% of the outstanding Voting Stock of the Issuer or (iii) during any twelve-month period, individuals who at the beginning of such period constitute the Board of Directors (together with any new directors whose election or nomination was approved by a majority of the directors then in office who were either directors at the beginning of such period or who were previously so approved) shall cease for any reason to constitute a majority of the Board of Directors. Notwithstanding the foregoing, a Change of Control shall be deemed not to have occurred with respect to a Series of Securities if one or more of the above events occurs or circumstances exist and, after giving effect thereto, the Securities of such Series are rated Investment Grade.

"Comparable Treasury Issue" means the United States Treasury security selected by Banc of America Securities LLC or Deutsche Banc Alex. Brown Inc., or any of their respective affiliates as having a maturity comparable to the remaining term of the Notes that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the Senior Notes due 2006.

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"Comparable Treasury Price" means the average of three Reference Treasury Dealer Quotations obtained by the Trustee in respect of the Senior Notes due 2006 to be redeemed on the applicable redemption date.

"Make Whole Amount" means, with respect to the Senior Notes due 2006 at any time, the sum of the present values of the Remaining Scheduled Payments discounted, on a semiannual basis (assuming a 360 day year consisting of twelve 30-day months), at a rate equal to the Treasury Rate plus 25 basis points. The Make Whole Amount shall be computed as of the third Business Day prior to the applicable redemption date, and certified, by an Investment Banker.

"Notes" means the Senior Notes due 2006 and the Senior Notes due 2031.

"Reference Treasury Dealer Quotation" means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by

the Trustee, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Trustee by a Reference Treasury Dealer at 3:30 p.m., New York City time, on the third Business Day preceding the redemption date.

"Reference Treasury Dealers" means Banc of America Securities LLC and Deutsche Banc Alex. Brown Inc. (so long as they continue to be primary U.S. Government securities dealers) and any two other primary U.S. Government securities dealers chosen by the Company. If Banc of America Securities LLC or Deutsche Banc Alex. Brown Inc. ceases to be a primary U.S. Government securities dealer, the Company will appoint in its place another nationally recognized investment banking firm that is a primary U.S. Government securities dealer.

"Remaining Scheduled Payments" means, with respect to each Senior Note due 2006 that the Company is redeeming, the remaining scheduled payments of the principal and interest that would be due after the related redemption date if such Senior Note due 2006 were not redeemed. However, if the redemption date is not a scheduled interest payment date with respect to that Senior Note due 2006, the amount of the next succeeding scheduled interest payment on that Senior Note due 2006 will be reduced by the amount of interest accrued on such Senior Note due 2006 to the redemption date.

"Senior Notes due 2006" shall have the meaning ascribed thereto in Section 2.1(a) hereof.

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"Senior Notes due 2031" shall have the meaning ascribed thereto in the recitals hereof.

"Treasury Rate" means, with respect to any redemption date, an annual rate equal to the semiannual equivalent yield to maturity of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for the redemption date. The semiannual equivalent yield to maturity will be computed as of the third Business Day immediately preceding the redemption date.

## ARTICLE II

### GENERAL TERMS AND CONDITIONS OF THE SENIOR NOTES DUE 2006

#### SECTION 2.1 Designation and Principal Amount.

(a) There is hereby authorized a new separate Series of Securities designated the 6.75% Senior Notes due 2006 (the "Senior Notes due 2006").

(b) The aggregate principal amount of the Senior Notes due 2006 shall be limited to \$340,000,000 (except that such Series of Securities may be re-opened for issuance of additional Securities as provided in Article II of the Base Indenture).

(c) The Senior Notes due 2006 may be issued from time to time upon written order of the Company to the Trustee for the authentication and delivery of the Senior Notes due 2006 pursuant to Section 2.2 of the Base Indenture.

(d) The Senior Notes due 2006 shall have and be subject to such other terms as provided in the Base Indenture and shall be evidenced by one or more Securities of that Series in the form of Exhibit A to the Base Indenture.

(e) The Senior Notes due 2006 shall be issuable in minimum denominations of \$100,000 and integral multiples of \$1,000 in excess thereof.

SECTION 2.2 Maturity. The date upon which the Senior Notes due 2006 shall become due and payable at final maturity, together with any accrued and unpaid interest, is July 15, 2006 (the "2006 Notes Maturity Date").

## SECTION 2.3 Interest.

(a) The Senior Notes due 2006 will bear interest at the 2006 Notes Interest Rate (as defined below) from July 16, 2001, until the principal thereof becomes due and payable. Interest on the Senior Notes due 2006 will be payable semi-annually in arrears on January 15 and July 15 of each year, commencing January 15, 2002, to the Person in whose name any such Senior Note due 2006 or any predecessor Note is registered, at the close of business on the regular record date for such interest installment, which, in the case of a Global Security, shall be the close of business on the January 1 and July 1 next preceding such Interest Payment Date. Notwithstanding the foregoing sentence, if the Notes are no longer in book-entry only form, the regular record dates for the Notes shall be the January 1 and July 1 prior to the applicable Interest Payment Date.

(b) The interest rate in respect of the Senior Notes due 2006 will be 6.75% per annum (the "2006 Notes Interest Rate").

(c) In the event that any date on which interest is payable on the Senior Notes due 2006 is not a Business Day, then payment of interest payable on such date will be made on the next succeeding day which is a Business Day, with the same force and effect as if made on such date, and no interest shall accrue on the amount so payable from the period from and after such Interest Payment Date or Maturity Date, as the case may be (each date on which interest is actually payable, an "Interest Payment Date").

## SECTION 2.4 Global Securities.

The Senior Notes due 2006 shall be issued in the form of one or more Global Securities in an aggregate principal amount equal to the aggregate principal amount of all outstanding Senior Notes due 2006, to be registered in the name of the U.S. Depositary, or its nominee, and delivered by the Trustee to or upon the order of the U.S. Depositary for crediting to the accounts of its participants pursuant to the written instructions of the Company. The Company upon any such presentation shall execute one or more Global Securities in such aggregate principal amount and deliver the same to the Trustee for authentication and delivery in accordance with the Base Indenture and this Third Supplemental Indenture. Payments on Senior Notes due 2006 issued as one or more Global Securities will be made to the U.S. Depositary.

## ARTICLE III

## REDEMPTION OF THE SENIOR NOTES DUE 2006

## SECTION 3.1 Optional Redemption of the Senior Notes due 2006.

The Company at its option may, at any time, redeem the Senior Notes due 2006, in whole or in part, upon payment of a redemption price equal to (A) the greater of (i) 100% of the principal amount of the Senior Notes due 2006 to be redeemed and (ii) the Make Whole Amount, plus (B) accrued and unpaid interest, if any, on the principal amount of Senior Notes due 2006 being redeemed to the redemption date.

## SECTION 3.2 No Sinking Fund.

The Senior Notes due 2006 are not entitled to the benefit of any sinking fund.

## ARTICLE IV

## REOPENING OF THE SENIOR NOTES DUE 2031

## SECTION 4.1 Reopening of the Senior Notes due 2031. The Senior Notes

due 2031 are hereby reopened and there is hereby authorized \$160,000,000 principal amount of additional Senior Notes due 2031 (the "Additional 2031 Notes"), which shall rank equally in all respects with the Senior Notes due 2006 authorized by and issued under the Second Supplemental Indenture (the "Original 2031 Notes") in all respects, shall form a single series of \$500,000,000 principal amount with the Original 2031 Notes, with the same CUSIP number, and shall have the same terms as the Original 2031 Notes as set forth in the Second Supplemental Indenture. Interest on the Additional 2031 Notes shall accrue from April 5, 2001. The Additional 2031 Notes shall be in a form identical to the form of the Original 2031 Notes except that the date of original issuance will be July 16, 2001. The Additional 2031 Notes may be issued from time to time upon written order of the Company to the Trustee for the authentication and delivery of the Additional 2031 Notes pursuant to Section 2.2 of the Base Indenture. All references to the Senior Notes due 2006 herein, in the Second Supplemental Indenture and in any Senior Notes due 2006 shall be deemed to include the Additional 2031 Notes issued hereunder.

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#### ARTICLE V

##### ORIGINAL ISSUE OF NOTES

###### SECTION 5.1 Original Issue of Senior Notes due 2006.

The Senior Notes due 2006 in the aggregate principal amount of \$340,000,000 may, upon execution of this Third Supplemental Indenture, be executed by the Company and delivered to the Trustee for authentication, and the Trustee shall thereupon authenticate and deliver said Notes to or upon the written order of the Company pursuant to Section 2.2 of the Base Indenture without any further action of the Company.

###### SECTION 5.2 Original Issue of Senior Notes due 2031.

The Additional 2031 Notes in the aggregate principal amount of \$160,000,000 may, upon execution of this Third Supplemental Indenture, be executed by the Company and delivered to the Trustee for authentication, and the Trustee shall thereupon authenticate and deliver said Notes to or upon the written order of the Company pursuant to Section 2.2 of the Base Indenture without any further action of the Company.

#### ARTICLE VI

##### MISCELLANEOUS

###### SECTION 6.1 Ratification of Base Indenture, First Supplemental Indenture and Second Supplemental Indenture.

The Base Indenture, the First Supplemental Indenture and the Second Supplemental Indenture, as supplemented by this Third Supplemental Indenture, are in all respects ratified and confirmed, and this Third Supplemental Indenture shall be deemed part of the Base Indenture in the manner and to the extent herein and therein provided.

###### SECTION 6.2 Trustee Not Responsible for Recitals.

The recitals contained herein and in the Notes, except with respect to the Trustee's certificates of authentication, shall be taken as the statements of the Company, and the Trustee assumes no responsibility for the correctness of the same.

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The Trustee makes no representations as to the validity or sufficiency of this Third Supplemental Indenture or of the Notes.

SECTION 6.3 Governing Law.

THIS THIRD SUPPLEMENTAL INDENTURE AND EACH NOTE OF EACH SERIES CREATED HEREUNDER SHALL, PURSUANT TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW, BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO THE CHOICE OF LAW PROVISIONS THEREOF (OTHER THAN SUCH SECTION 5-1401).

SECTION 6.4 Separability.

In case any one or more of the provisions contained in this Third Supplemental Indenture or in the Notes shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Third Supplemental Indenture or of the Notes, but this Third Supplemental Indenture and the Notes shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein or therein.

SECTION 6.5 Counterparts.

This Third Supplemental Indenture may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Third Supplemental Indenture to be duly executed by their respective officers thereunto duly authorized as of the date first above written.

NRG ENERGY, INC.

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

THE BANK OF NEW YORK, as Trustee By: Name: Title:

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