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# SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

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## FORM S-4

REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933

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### NRG Energy, Inc.\*

(Exact name of registrant as specified in its charter)

<b>Delaware</b> (State or other jurisdiction of incorporation or organization)	<b>4911</b> (Primary Standard Industrial Classification Code Number)	<b>41-1724239</b> (I.R.S. Employer Identification No.)
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**211 Carnegie Center, Princeton, NJ 08540**  
**Telephone: (609) 524-4500**  
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

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**Michael R. Bramnick**  
**Executive Vice President and General Counsel**  
**211 Carnegie Center**  
**Princeton, NJ 08540**  
**Telephone: (609) 524-4500**  
(Name, address, including zip code, and telephone number, including area code, of agent for service)

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**Copies of all communications, including communications sent to agent for service, should be sent to:**

**Gerald T. Nowak, P.C.**  
**Paul D. Zier**  
Kirkland & Ellis LLP  
300 North LaSalle Street  
Chicago, Illinois 60654  
(312) 862-2000

\* The Co-Registrants listed on the next page are also included in this Form S-4 Registration Statement as additional Registrants.

**Approximate date of commencement of proposed sale of the securities to the public:**  
**The exchange will occur as soon as practicable after the effective date of this Registration Statement.**

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If the securities being registered on this Form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer       Accelerated filer       Non-accelerated filer       Smaller reporting company   
(Do not check if a smaller reporting company)

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer):

Exchange Act Rule 14d-1(d) (Cross-Border Third-Party Tender Offer):

**CALCULATION OF REGISTRATION FEE**

Title of Each Class of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Unit(1)	Amount of Registration Fee
7.625% Senior Notes due 2018, Series B	\$1,200,000,000	100%	\$139,320.00(1)
Guarantees on Senior Notes(2)	—	—	(3)

- (1) Calculated in accordance with Rule 457 under the Securities Act of 1933, as amended.
- (2) 7.625% Senior Notes due 2018, Series B, will be issued by NRG Energy, Inc. (the "Issuer") and guaranteed by certain of the Issuer's domestic subsidiaries. No separate consideration will be received for the issuance of these guarantees.
- (3) Pursuant to Rule 457(n), no separate fee is payable with respect to the guarantees being registered hereby.

The Registrants hereby amend this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrants shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until this Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

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**Table of Additional Registrants**

<u>Exact Name of Additional Registrants*</u>	<u>Jurisdiction of Formation</u>	<u>I.R.S. Employer Identification No.</u>
Arthur Kill Power LLC	Delaware	41-1937649
Astoria Gas Turbine Power LLC	Delaware	41-1937470
Cabrillo Power I LLC	Delaware	76-0595964
Cabrillo Power II LLC	Delaware	76-0595963
Carbon Management Solutions LLC	Delaware	27-2238021
Clean Edge Energy LLC	Delaware	27-2244275
Conemaugh Power LLC	Delaware	41-1973743
Connecticut Jet Power LLC	Delaware	41-1949386
Cottonwood Development LLC	Delaware	52-2220177
Cottonwood Energy Company LP	Delaware	76-0635621
Cottonwood Generating Partners II LLC	Delaware	52-2236732
Cottonwood Generating Partners I LLC	Delaware	76-0635620
Cottonwood Generating Partners III LLC	Delaware	52-2236738
Cottonwood Technology Partners LP	Delaware	76-0669423
Devon Power LLC	Delaware	41-1949385
Dunkirk Power LLC	Delaware	41-1937466
Eastern Sierra Energy Company	California	33-0299028
El Segundo Power, LLC	Delaware	41-1893999
El Segundo Power II LLC	Delaware	76-0663675
Elbow Creek Wind Project LLC	Texas	26-0765836
Energy Protection Insurance Company	Vermont	27-3660148
GCP Funding Company, LLC	Delaware	33-0334380
Green Mountain Energy Company	Delaware	03-0360441
Huntley Power LLC	Delaware	41-1937468
Indian River Operations Inc.	Delaware	41-1973349
Indian River Power LLC	Delaware	41-1973747
Keystone Power LLC	Delaware	41-1973744
Langford Wind Power, LLC	Texas	26-4418527
Louisiana Generating LLC	Delaware	41-1870498
Meriden Gas Turbines LLC	Delaware	41-1991989
Middletown Power LLC	Delaware	41-1949384
Montville Power LLC	Delaware	41-1949383
NEO Corporation	Minnesota	41-1753235
NEO Freehold-Gen LLC	Delaware	41-1980237
NEO Power Services Inc.	Delaware	23-3043507
New Genco GP, LLC	Delaware	02-0732611
Norwalk Power LLC	Delaware	41-1949381
NRG Affiliate Services Inc.	Delaware	41-1960764
NRG Artesian Energy LLC	Delaware	27-2243660
NRG Arthur Kill Operations Inc.	Delaware	41-1939116
NRG Astoria Gas Turbine Operations Inc.	Delaware	41-1939115
NRG Bayou Cove LLC	Delaware	41-2016940
NRG Cabrillo Power Operations Inc.	Delaware	41-1938132
NRG California Peaker Operations LLC	Delaware	20-0088453
NRG Cedar Bayou Development Company, LLC	Delaware	26-0601018
NRG Connecticut Affiliate Services Inc.	Delaware	41-1952333
NRG Construction LLC	Delaware	26-0496159
NRG Development Company Inc.	Delaware	41-1959656
NRG Devon Operations Inc.	Delaware	41-1950239
NRG Dunkirk Operations Inc.	Delaware	41-1939114

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<u>Exact Name of Additional Registrants*</u>	<u>Jurisdiction of Formation</u>	<u>I.R.S. Employer Identification No.</u>
NRG El Segundo Operations Inc.	Delaware	41-1929997
NRG Energy Labor Services LLC	Delaware	27-5345464
NRG Energy Services Group LLC	Delaware	27-3915519
NRG Energy Services LLC	Delaware	41-1978725
NRG Generation Holdings, Inc.	Delaware	20-1911335
NRG Huntley Operations Inc.	Delaware	41-1939118
NRG Ilion Limited Partnership	Delaware	36-3783670
NRG Ilion LP LLC	Delaware	41-2016939
NRG International LLC	Delaware	41-1744096
NRG Maintenance Services LLC	Delaware	20-8088165
NRG Mextrans Inc.	Delaware	41-1951078
NRG MidAtlantic Affiliate Services Inc.	Delaware	41-1996587
NRG Middletown Operations Inc.	Delaware	41-1950236
NRG Montville Operations Inc.	Delaware	41-1950237
NRG New Jersey Energy Sales LLC	Delaware	03-0412726
NRG New Roads Holdings LLC	Delaware	41-1968966
NRG North Central Operations Inc.	Delaware	41-2004025
NRG Northeast Affiliate Services Inc.	Delaware	41-1940300
NRG Norwalk Harbor Operations Inc.	Delaware	41-1950238
NRG Operating Services, Inc.	Delaware	41-1744095
NRG Oswego Harbor Power Operations Inc.	Delaware	41-1939117
NRG PacGen Inc.	Delaware	41-1889830
NRG Power Marketing LLC	Delaware	41-1910737
NRG Retail LLC	Delaware	26-4341161
NRG Rockford Acquisition LLC.	Delaware	41-2011003
NRG Saguaro Operations Inc.	Delaware	41-2013262
NRG Services Corporation	Delaware	41-1841627
NRG SimplySmart Solutions LLC	Delaware	27-4204481
NRG South Central Affiliate Services Inc.	Delaware	41-1996193
NRG South Central Generating LLC	Delaware	41-1963217
NRG South Central Operations Inc.	Delaware	41-2002465
NRG South Texas LP	Texas	30-0083668
NRG Texas C&I Supply LLC	Delaware	26-4555466
NRG Texas Holding Inc.	Delaware	26-4775586
NRG Texas LLC	Delaware	20-1504355
NRG Texas Power LLC	Delaware	34-2019301
NRG West Coast LLC	Delaware	41-1942517
NRG Western Affiliate Services Inc.	Delaware	41-1949168
O'Brien Cogeneration, Inc. II	Delaware	23-2414656
ONSITE Energy, Inc.	Oregon	93-0910742
Oswego Harbor Power LLC	Delaware	41-1937465
Pennywise Power LLC	Delaware	26-3576629
RE Retail Receivables, LLC	Delaware	41-2046596
Reliant Energy Northeast LLC	Delaware	32-0314140
Reliant Energy Power Supply, LLC	Delaware	204823108
Reliant Energy Retail Holdings, LLC	Delaware	76-0655580
Reliant Energy Retail Services, LLC	Delaware	76-0655567
Reliant Energy Texas Retail, LLC	Delaware	26-3576595
RERH Holdings, LLC	Delaware	20-5222227
Saguaro Power LLC	Delaware	41-2013654
Somerset Operations Inc.	Delaware	41-1923722
Somerset Power LLC	Delaware	41-1924606

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<u>Exact Name of Additional Registrants*</u>	<u>Jurisdiction of Formation</u>	<u>I.R.S. Employer Identification No.</u>
Texas Genco Financing Corp.	Delaware	27-0110393
Texas Genco GP, LLC	Texas	75-3013803
Texas Genco Holdings, Inc.	Texas	76-0695920
Texas Genco LP, LLC	Delaware	30-0381697
Texas Genco Operating Services LLC	Delaware	75-3172707
Texas Genco Services, LP	Texas	38-3694336
Vienna Operations Inc.	Delaware	41-1973351
Vienna Power LLC	Delaware	41-1973745
WCP (Generation) Holdings LLC	Delaware	74-2922374
West Coast Power LLC	Delaware	36-4301246

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\* The address for each of the additional Registrants is c/o NRG Energy, Inc., 211 Carnegie Center, Princeton, NJ 08540, Telephone: (609) 524-4500. The primary standard industrial classification number for each of the additional Registrants is 4911.

The name, address, including zip code of the agent for service for each of the additional Registrants is Michael R. Bramnick, Executive Vice President and General Counsel of NRG Energy, Inc., 211 Carnegie Center, Princeton, NJ 08540, Telephone: (609) 524-4500.

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The information in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. The prospectus is not an offer to sell these securities nor a solicitation of an offer to buy these securities in any jurisdiction where the offer and sale is not permitted.

SUBJECT TO COMPLETION, DATED JULY 11, 2011

PRELIMINARY PROSPECTUS



**NRG Energy, Inc.**

**Exchange Offer for  
\$1,200,000,000  
7.625% Senior Notes due 2018**

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**We are offering to exchange:**

**up to \$1,200,000,000 of our new 7.625% Senior Notes due 2018, Series B  
(which we refer to as the "Exchange Notes")  
for  
a like amount of our outstanding 7.625% Senior Notes due 2018  
(which we refer to as the "Old Notes" and, together with the Exchange Notes, the "notes").**

**Material Terms of Exchange Offer:**

- The terms of the Exchange Notes to be issued in the exchange offer are substantially identical to the Old Notes, except that the transfer restrictions and registration rights relating to the Old Notes will not apply to the Exchange Notes.
- The Exchange Notes will be guaranteed on a joint and several basis by each of our current and future restricted subsidiaries, excluding certain foreign, project and immaterial subsidiaries.
- There is no existing public market for the Old Notes or the Exchange Notes. We do not intend to list the Exchange Notes on any securities exchange or seek approval for quotation through any automated trading system.
- You may withdraw your tender of notes at any time before the expiration of the exchange offer. We will exchange all of the Old Notes that are validly tendered and not withdrawn.
- The exchange offer expires at 11:59 p.m., New York City time, on \_\_\_\_\_, 2011, unless extended.
- The exchange of notes will not be a taxable event for U.S. federal income tax purposes.
- The exchange offer is subject to certain customary conditions, including that it not violate applicable law or any applicable interpretation of the Staff of the SEC.
- We will not receive any proceeds from the exchange offer.

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**For a discussion of certain factors that you should consider before participating in this exchange offer, see "Risk Factors" beginning on page 12 of this prospectus.**

**Neither the SEC nor any state securities commission has approved the notes to be distributed in the exchange offer, nor have any of these organizations determined that this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.**

**Each broker-dealer that receives Exchange Notes for its own account pursuant to the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of such Exchange Notes. A broker dealer who acquired Old Notes as a result of market making or other trading activities may use this exchange offer prospectus, as supplemented or amended from time to time, in connection with any resales of the Exchange Notes.**

, 2011

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### WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and special reports, proxy statements and other information with the SEC. You can inspect and copy these reports, proxy statements and other information at the Public Reference Room of the SEC, 100 F Street, N.E., Room 1580, Washington, D.C. 20549. You can obtain copies of these materials from the Public Reference Section of the SEC, 450 Fifth Street, N.W., Washington, D.C. 20549, at prescribed rates. Please call the SEC at 1-800-SEC-0330 for further information on the operation of the public reference room. Our SEC filings will also be available to you on the SEC's website. The address of this site is <http://www.sec.gov>.

## INCORPORATION BY REFERENCE

The SEC allows us to "incorporate by reference" the information we file with them into this prospectus, which means that we can disclose important information to you by referring you to those documents and those documents will be considered part of this prospectus. Information that we file later with the SEC will automatically update and supersede the previously filed information. We incorporate by reference the documents listed below and any future filings we make with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 until the completion of the exchange offer (other than portions of these documents deemed to be "furnished" or not deemed to be "filed," including the portions of these documents that are either (1) described in paragraphs (d)(1), (d)(2), (d)(3) or (e)(5) of Item 407 of Regulation S-K promulgated by the SEC or (2) furnished under Item 2.02 or Item 7.01 of a Current Report on Form 8-K, including any exhibits included with such Items):

- Our annual report on Form 10-K for the year ended December 31, 2010 filed on February 22, 2011, which we refer to as our "2010 Form 10-K."
- Our report on Form 10-Q for the quarter ended March 31, 2011 filed on May 5, 2011.
- Our current reports on Form 8-K filed on January 28, 2011; Form 8-K filed on March 22, 2011; and Form 8-K filed on April 19, 2011; Form 8-K filed on May 2, 2011; Form 8-K filed on May 25, 2011; Form 8-K filed on May 25, 2011; and Form 8-K filed on July 5, 2011.

If you make a request for such information in writing or by telephone, we will provide you, without charge, a copy of any or all of the information incorporated by reference in this prospectus. Any such request should be directed to:

NRG Energy, Inc.  
211 Carnegie Center  
Princeton, NJ 08540  
(609) 524-4500  
Attention: General Counsel

You should rely only on the information contained in, or incorporated by reference in, this prospectus. We have not authorized anyone else to provide you with different or additional information. This prospectus does not offer to sell or solicit any offer to buy any notes in any jurisdiction where the offer or sale is unlawful. You should not assume that the information in this prospectus or in any document incorporated by reference is accurate as of any date other than the date on the front cover of the applicable document.



## SUMMARY

*This summary highlights selected information appearing elsewhere in this prospectus. This summary is not complete and does not contain all of the information that you should consider before investing in the notes. You should carefully read this summary together with the entire prospectus, including the information set forth in the section entitled "Risk Factors" and the information that is incorporated by reference into this prospectus. See the section entitled "Incorporation by Reference" for a further discussion on incorporation by reference.*

*Unless the context otherwise requires or as otherwise indicated, references in this prospectus to "NRG Energy," "NRG," the "Company," "we," "our" and "us" refer to NRG Energy, Inc. and its consolidated subsidiaries and references to "Issuer" refer to NRG Energy, Inc., exclusive of its subsidiaries.*

### Our Businesses

We are a wholesale power generation and integrated retail electricity company with a significant presence in major competitive power markets in the United States. We are engaged in: the ownership, development, construction and operation of power generation facilities; the transacting in and trading of fuel and transportation services; the trading of energy, capacity and related products in the United States and select international markets; and the supply of electricity, energy services, and cleaner energy and carbon offset products to retail electricity customers in deregulated markets through our retail subsidiaries Reliant Energy and Green Mountain Energy.

As of March 31, 2011, we had a total global generation portfolio of 193 active operating fossil fuel and nuclear generation units, at 45 power generation plants, with an aggregate generation capacity of approximately 24,570 MW, and approximately 815 MW under construction which includes partner interests of 120 MW. In addition to our fossil fuel plant ownership, we have ownership interests in operating renewable facilities with an aggregate generation capacity of 470 MW, consisting of four wind farms representing an aggregate generation capacity of 450 MW, and 20 MW from a solar facility. Within the United States, we have large and diversified power generation portfolios in terms of geography, fuel-type and dispatch levels, with approximately 23,565 MW of fossil fuel and nuclear generation capacity in 185 active generating units at 43 plants. Our power generation facilities are most heavily concentrated in Texas (approximately 10,745 MW, including 450 MW from four wind farms), the Northeast (approximately 6,900 MW), South Central (approximately 4,125 MW), and West (approximately 2,150 MW, including 20 MW from a solar facility) regions of the United States. Through certain foreign subsidiaries, we have investments in power generation projects located in Australia and Germany with approximately 1,005 MW of generation capacity. In addition, we have approximately 115 MW of additional generation capacity from our thermal assets, as well as a district energy business that has a steam and chilled water capacity of approximately 1,140 megawatts thermal equivalent, or MWt.

Our principal domestic power plants consist of a mix of natural gas-, coal-, oil-fired, nuclear and renewable facilities, representing approximately 46%, 31%, 16%, 5% and 2% of our total domestic generation capacity, respectively. In addition, 7% of our domestic generating facilities have dual or multiple fuel capacity.

Our domestic generation facilities consist of intermittent, baseload, intermediate and peaking power generation facilities. The sale of capacity and power from baseload generation facilities accounts for the majority of our revenues. In addition, our generation portfolio provides us with opportunities to capture additional revenues by selling power during periods of peak demand, offering capacity or similar products to retail electric providers and others, and providing ancillary services to support system reliability.

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Reliant Energy and Green Mountain Energy arrange for the transmission and delivery of electricity to customers, bill customers, collect payments for electricity sold and maintain call centers to provide customer service. Based on metered locations, as of March 31, 2011, Reliant Energy and Green Mountain Energy combined serve approximately 1.9 million residential, small business, commercial and industrial customers.

Furthermore, we are focused on the development and investment in energy related new businesses and new technologies where the benefits of such investments represent significant commercial opportunities and create a comparative advantage for us. These investments include low or no GHG emitting energy generating sources, such as wind, solar thermal, solar photovoltaic, biomass, gasification, the retrofit of post-combustion carbon capture technologies, and fueling infrastructure for electric vehicle ecosystems.

**Our Business Strategy**

Our business strategy is intended to maximize shareholder value through the production and sale of safe, reliable and affordable power to our customers in the markets served by us, while aggressively positioning NRG to meet the market's increasing demand for sustainable and low carbon energy solutions. This dual strategy is designed to perfect our core business of competitive power generation and establish NRG as a leading provider of sustainable energy solutions that promote national energy security, while utilizing our retail business to complement and advance both initiatives.

Our core business is focused on: (i) excellence in safety and operating performance of our existing operating assets, (ii) serving the energy needs of end-use residential, commercial and industrial customers in our core markets, (iii) optimal hedging of baseload generation and retail load operations, while retaining optionality on our gas fleet, (iv) repowering of power generation assets at existing sites and reducing environmental impacts, (v) pursuit of selective acquisitions, joint ventures, divestitures and investments, and (vi) engaging in a proactive capital allocation plan focused on achieving the regular return of and on stockholder capital within the dictates of prudent balance sheet management. Our advancements in each of these areas are driven by select acquisitions, joint ventures, and investments that are more fully described in our 2010 Form 10-K and our Quarterly Report on Form 10-Q for the quarter ended March 31, 2011.

**Summary of Risk Factors**

We are subject to a variety of risks related to our competitive position and business strategies. Some of the more significant challenges and risks include those associated with the operation of our power generation plants, volatility in power prices and fuel costs, our leveraged capital structure and extensive governmental regulation. See "Risk Factors" and the "Risk Factors" section of our 2010 Form 10-K for a discussion of the factors you should consider before investing in the notes.

**Corporate Information**

We were incorporated as a Delaware corporation on May 29, 1992. Our common stock is listed on the New York Stock Exchange under the symbol "NRG." Our headquarters and principal executive offices are located at 211 Carnegie Center, Princeton, New Jersey 08540. Our telephone number is (609) 524-4500. Our website is located at [www.nrgenergy.com](http://www.nrgenergy.com). The information on, or linked to, our website is not a part of this prospectus.

You can get more information regarding our business by reading our 2010 Form 10-K, and the other reports we file with the SEC. See "Incorporation by Reference."

## SUMMARY OF EXCHANGE OFFER

On January 26, 2011, we sold, through a private placement exempt from the registration requirements of the Securities Act, \$1,200,000,000 of our 7.625% Senior Notes due 2018, all of which are eligible to be exchanged for Exchange Notes. We refer to these notes as "Old Notes" in this prospectus.

Simultaneously with the private placement, we entered into a registration rights agreement with the initial purchasers of the Old Notes (the "Registration Rights Agreement"). Under the Registration Rights Agreement, we are required to use our reasonable best efforts to cause a registration statement for substantially identical Notes, which will be issued in exchange for the Old Notes, to be filed with the United States Securities and Exchange Commission (the "SEC") within 180 days of the date of issuance of the Old Notes and to cause such registration statement to become effective within 270 days of the date of issuance of the Old Notes. We refer to the notes to be registered under this exchange offer registration statement as "Exchange Notes" and collectively with the Old Notes, we refer to them as the "notes" in this prospectus. You may exchange your Old Notes for Exchange Notes in this exchange offer. You should read the discussion under the headings "Summary of Exchange Offer," "Exchange Offer" and "Description of Notes" for further information regarding the Exchange Notes.

<b>Securities Offered</b>	\$1,200,000,000 aggregate principal amount of 7.625% Senior Notes due 2018
<b>Exchange Offer</b>	We are offering to exchange the Old Notes for a like principal amount at maturity of the Exchange Notes. Old Notes may be exchanged only in minimum principal amounts of \$2,000 and integral multiples of \$1,000 in excess thereof. The exchange offer is being made pursuant to the Registration Rights Agreement which grants the initial purchasers and any subsequent holders of the Old Notes certain exchange and registration rights. This exchange offer is intended to satisfy those exchange and registration rights with respect to the Old Notes. After the exchange offer is complete, you will no longer be entitled to any exchange or registration rights with respect to your Old Notes.
<b>Expiration Date; Withdrawal of Tender</b>	The exchange offer will expire at 11:59 p.m., New York City time, on , 2011, or a later time if we choose to extend this exchange offer in our sole and absolute discretion. You may withdraw your tender of Old Notes at any time prior to 11:59 p.m., New York City time on the expiration date. All outstanding Old Notes that are validly tendered and not validly withdrawn will be exchanged. Any Old Notes not accepted by us for exchange for any reason will be returned to you at our expense promptly after the expiration or termination of the exchange offer.
<b>Resales</b>	We believe that you can offer for resale, resell and otherwise transfer the Exchange Notes without complying with the registration and prospectus delivery requirements of the Securities Act so long as: <ul style="list-style-type: none"><li>• you acquire the Exchange Notes in the ordinary course of business;</li></ul>

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- you are not participating, do not intend to participate, and have no arrangement or understanding with any person to participate, in the distribution of the Exchange Notes;
- you are not an affiliate of ours; and
- you are not a broker-dealer.

If any of these conditions is not satisfied and you transfer any Exchange Notes without delivering a proper prospectus or without qualifying for a registration exemption, you may incur liability under the Securities Act. We do not assume, or indemnify you against, any such liability.

**Broker-Dealer** Each broker-dealer acquiring Exchange Notes issued for its own account in exchange for Old Notes, which it acquired through market-making activities or other trading activities, must acknowledge that it will deliver a proper prospectus when any Exchange Notes issued in the exchange offer are transferred. A broker-dealer may use this prospectus for an offer to resell, a resale or other retransfer of the Exchange Notes issued in the exchange offer.

**Conditions to the Exchange Offer** Our obligation to accept for exchange, or to issue the Exchange Notes in exchange for, any Old Notes is subject to certain customary conditions, including our determination that the exchange offer does not violate any law, statute, rule, regulation or interpretation by the Staff of the SEC or any regulatory authority or other foreign, federal, state or local government agency or court of competent jurisdiction, some of which may be waived by us. We currently expect that each of the conditions will be satisfied and that no waivers will be necessary. See "Exchange Offer—Conditions to the Exchange Offer."

**Procedures for Tendering Old Notes Held in the Form of Book-Entry Interests** The Old Notes were issued as global securities and were deposited upon issuance with Law Debenture Trust Company of New York, which issued uncertificated depository interests in those outstanding Old Notes, which represent a 100% interest in those Old Notes, to The Depository Trust Company ("DTC").

Beneficial interests in the outstanding Old Notes, which are held by direct or indirect participants in DTC, are shown on, and transfers of the Old Notes can only be made through, records maintained in book-entry form by DTC.

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You may tender your outstanding Old Notes by instructing your broker or bank where you keep the Old Notes to tender them for you. In some cases you may be asked to submit the letter of transmittal that may accompany this prospectus. By tendering your Old Notes you will be deemed to have acknowledged and agreed to be bound by the terms set forth under "Exchange Offer." Your outstanding Old Notes must be tendered in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof.

In order for your tender to be considered valid, the exchange agent must receive a confirmation of book-entry transfer of your outstanding Old Notes into the exchange agent's account at DTC, under the procedure described in this prospectus under the heading "Exchange Offer," on or before 11:59 p.m., New York City time, on the expiration date of the exchange offer.

**United States**

**Federal**

**Income Tax Considerations** The exchange offer should not result in any income, gain or loss to the holders of Old Notes or to us for United States federal income tax purposes. See "Certain Federal Income Tax Consequences."

**Use of**

**Proceeds** We will not receive any proceeds from the issuance of the Exchange Notes in the exchange offer.

**Exchange**

**Agent** Law Debenture Trust Company of New York is serving as the exchange agent for the exchange offer.

**Shelf**

**Registration**

**Statement** In limited circumstances, holders of Old Notes may require us to register their Old Notes under a shelf registration statement.

### CONSEQUENCES OF NOT EXCHANGING OLD NOTES

If you do not exchange your Old Notes in the exchange offer, your Old Notes will continue to be subject to the restrictions on transfer currently applicable to the Old Notes. In general, you may offer or sell your Old Notes only:

- if they are registered under the Securities Act and applicable state securities laws;
- if they are offered or sold under an exemption from registration under the Securities Act and applicable state securities laws; or
- if they are offered or sold in a transaction not subject to the Securities Act and applicable state securities laws.

We do not currently intend to register the Old Notes under the Securities Act. Under some circumstances, however, holders of the Old Notes, including holders who are not permitted to participate in the exchange offer or who may not freely resell Exchange Notes received in the exchange offer, may require us to file, and to cause to become effective, a shelf registration statement covering resales of notes by these holders. For more information regarding the consequences of not tendering your Old Notes and our obligation to file a shelf registration statement, see "Exchange Offer—Consequences of Failure to Exchange" and "Description of Notes—Registration Rights; Special Interest."

## SUMMARY OF TERMS OF EXCHANGE NOTES

The summary below describes the principal terms of the Exchange Notes, the guarantees and the related indenture. Certain of the terms and conditions described below are subject to important limitations and exceptions. The "Description of Notes" section of this prospectus contains more detailed descriptions of the terms and conditions of the notes and the related indenture.

<b>Issuer</b>	NRG Energy, Inc.
<b>Securities Offered</b>	\$1.2 billion in aggregate principal amount of 7.625% Senior Notes due 2018
<b>Maturity Date</b>	January 15, 2018
<b>Interest Rate</b>	The Exchange Notes will accrue interest at the rate of 7.625% per annum.
<b>Interest Payment Dates</b>	Interest on the Exchange Notes will be payable on January 15 and July 15 of each year. The Exchange Notes will bear interest from the most recent interest payment date to which interest has been paid on the Old Notes, or, if no interest has been paid, from the date the Old Notes were originally issued, provided that if Old Notes are surrendered for exchange on a date after the record date for an interest payment date to occur on or after the date of the exchange offer expiration date, interest on the Exchange Notes will accrue from that interest payment date.
<b>Ranking</b>	<p>The Exchange Notes will:</p> <ul style="list-style-type: none"><li>• be senior obligations of NRG and will rank equally in right of payment with all existing and future senior indebtedness of NRG;</li><li>• be senior in right of payment with any future subordinated indebtedness of NRG;</li><li>• be effectively subordinated to any indebtedness of NRG secured by assets of NRG to the extent of the value of the assets securing such indebtedness;</li><li>• be structurally subordinated to all indebtedness and other liabilities of NRG's subsidiaries that do not guarantee the notes; and</li><li>• be guaranteed as described under "—Guarantees."</li></ul>
<b>Guarantees</b>	<p>The Exchange Notes will be guaranteed on a joint and several basis by each of our current and future restricted subsidiaries, excluding certain foreign, project and immaterial subsidiaries. Each guarantee will:</p> <ul style="list-style-type: none"><li>• be a senior obligation of that guarantor and rank equally in right of payment with all existing and future senior indebtedness of that guarantor;</li><li>• be senior in right of payment to all existing and future subordinated indebtedness of that guarantor; and</li></ul>

- be effectively subordinated to any secured indebtedness of that guarantor to the extent of the value of the assets of the guarantor that secures such indebtedness.

Our operations are largely conducted through our subsidiaries and, therefore, we will depend on the cash flow of our subsidiaries to meet our obligations under the Exchange Notes. Not all of our subsidiaries will guarantee the Exchange Notes.

The Exchange Notes will be effectively subordinated in right of payment to all indebtedness and other liabilities and commitments of our non-guarantor subsidiaries. For the three months ended March 31, 2011, the guarantors accounted for approximately 95% of our revenues from wholly owned operations. The guarantors held approximately 86% of our subsidiaries' consolidated assets as of March 31, 2011. As of March 31, 2011, our non-guarantor subsidiaries had approximately \$1,380 million in aggregate principal amount of non-current liabilities and outstanding trade payables of approximately \$45 million. See "Risk Factors—Risks Related to the Notes—We may not have access to the cash flow and other assets of our subsidiaries that may be needed to make payment on the notes."

**Optional Redemption**

We may redeem some or all of the Exchange Notes at any time prior to January 15, 2018 at a price equal to 100% of the principal amount of the Exchange Notes redeemed plus a "make-whole" premium and accrued and unpaid interest. See "Description of Notes—Optional Redemption".

**Change of Control Offer**

If a change of control triggering event occurs, subject to certain conditions, we must offer to repurchase the Exchange Notes at a price equal to 101% of the principal amount of the Exchange Notes, plus accrued and unpaid interest to the date of repurchase. See "Description of Notes—Repurchase at the Option of Holders—Change of Control Triggering Event."

**Asset Sale Offer**

If we sell assets under certain circumstances, we must offer to repurchase the Exchange Notes at a repurchase price equal to 100% of the principal amount of the notes repurchased, plus accrued and unpaid interest, if any, to the applicable repurchase date. See "Description of Notes—Repurchase at the Option of Holders—Asset Sales."

**Certain Covenants**

The indenture governing the Exchange Notes contains covenants limiting, among other things, NRG's ability and the ability of its restricted subsidiaries to:

- incur additional debt or issue some types of preferred shares;
- declare or pay dividends, redeem stock or make other distributions to stockholders;



- create liens;
- make certain restricted investments;
- enter into transactions with affiliates;
- sell or transfer assets; and
- consolidate or merge.

These covenants are subject to a number of important qualifications and limitations. See "Description of Notes—Certain Covenants."

**Events of Default**

For a discussion of events that will permit acceleration of the payment of the principal of and accrued interest on the Exchange Notes, see "Description of Notes—Events of Default and Remedies."

**No Prior Market**

The Exchange Notes will be new securities for which there is currently no market. We cannot assure you as to the liquidity of markets that may develop for the Exchange Notes, your ability to sell the Exchange Notes or the price at which you would be able to sell the Exchange Notes. See "Risk Factors—Risks Related to the Notes—Your ability to transfer the notes may be limited by the absence of an active trading market, and there is no assurance that any active market will develop for the notes."

**Listing**

We do not intend to list the Exchange Notes on any securities exchange.

**Use of Proceeds**

We will not receive any proceeds from the issuance of the Exchange Notes.

**Form and Denomination**

The Exchange Notes will be delivered in fully-registered form. The notes will be represented by one or more global notes, deposited with the trustee as a custodian for DTC and registered in the name of Cede & Co., DTC's nominee. Beneficial interests in the global notes will be shown on, and any transfers will be effective only through, records maintained by DTC and its participants. The notes will be issued in denominations of \$2,000 and integral multiples of \$1,000.

**Governing Law**

The Exchange Notes and the indenture governing the Exchange Notes will be governed by, and construed in accordance with, the laws of the State of New York.

**Trustee**

Law Debenture Trust Company of New York.

## RISK FACTORS

*You should carefully consider the risk factors set forth below and the risk factors incorporated into this prospectus by reference to our 2010 Form 10-K, as well as the other information contained in and incorporated by reference into this prospectus before deciding to invest in the notes. The selected risks described below and the risks that are incorporated into this prospectus by reference to our 2010 Form 10-K are not our only risks. Additional risks and uncertainties not currently known to us or those we currently view to be immaterial also may materially and adversely affect our business, financial condition or results of operations. Any of the following risks or any of the risks described in our 2010 Form 10-K could materially and adversely affect our business, financial condition, operating results or cash flow. In such a case, the trading price of the notes could decline, or we may not be able to make payments of interest and principal on the notes, and you may lose all or part of your original investment.*

### **Risks Related to the Notes**

***Despite current indebtedness levels, we may still be able to incur substantially more debt. This could increase the risks associated with our already substantial leverage.***

We may be able to incur substantial additional indebtedness in the future. The terms of the indenture and other indentures relating to outstanding indebtedness restrict our ability to do so, but we retain the ability to incur material amounts of additional indebtedness. If new indebtedness added to our current indebtedness levels, the related risks that we now face could increase. See "Description of Certain Other Indebtedness and Preferred Stock."

***To service our indebtedness, we will require a significant amount of cash. Our ability to generate cash depends on many factors beyond our control.***

Our ability to make payments on and to refinance our indebtedness, including these notes, and to fund planned capital expenditures depends on our ability to generate cash in the future. This, to a significant extent, is subject to general economic, financial, competitive, legislative, tax, regulatory, environmental and other factors that are beyond our control.

Based on our current level of operations and anticipated cost savings and operating improvements, we believe our cash flow from operations, available cash and available borrowings under our senior secured credit facility, will be adequate to meet our future liquidity needs for at least the next twelve months.

We cannot assure you, however, that our business will generate sufficient cash flow from operations, that currently anticipated cost savings and operating improvements will be realized on schedule or at all or that future borrowings will be available to us under our senior secured credit facility in an amount sufficient to enable us to pay our indebtedness, including these notes, or to fund our other liquidity needs. We may need to refinance all or a portion of our indebtedness, including these notes on or before maturity. We cannot assure you that we will be able to refinance any of our indebtedness on commercially reasonable terms or at all.

***In the event of a bankruptcy or insolvency, holders of our secured indebtedness and other secured obligations will have a prior secured claim to any collateral securing such indebtedness or other obligations.***

Holders of our secured indebtedness and the secured indebtedness of the guarantors will have claims that are prior to your claims as holders of the notes to the extent of the value of the assets securing that other indebtedness. Our senior secured credit facility is secured by first priority liens on substantially all of our assets and the assets of the guarantors. We have granted first and second priority liens on substantially all of our assets to secure our obligations under certain long-term power and gas hedges as well as interest rate hedges. In the event of any distribution or payment of our assets in any foreclosure, dissolution, winding-up, liquidation, reorganization, or other bankruptcy proceeding,

holders of secured indebtedness will have prior claim to those of our assets that constitute their collateral. Holders of the notes will participate ratably with all holders of our unsecured indebtedness that is deemed to be of the same class as the notes, and potentially with all our other general creditors, based upon the respective amounts owed to each holder or creditor, in our remaining assets. In any of the foregoing events, we cannot assure you that there will be sufficient assets to pay amounts due on the notes. As a result, holders of notes may receive less, ratably, than holders of secured indebtedness.

***Your right to receive payments on these notes could be adversely affected if any of our non-guarantor subsidiaries declare bankruptcy, liquidate or reorganize.***

Some, but not all, of our subsidiaries will guarantee the notes. In the event of a bankruptcy, liquidation or reorganization of any of our non-guarantor subsidiaries, holders of their indebtedness and their trade creditors will generally be entitled to payment of their claims from the assets of those subsidiaries before any assets are made available for distribution to us. In addition, the indenture governing the notes will permit us, subject to certain covenant limitations, to provide credit support for the obligations of the non-guarantor subsidiaries and such credit support may be effectively senior to our obligations under the notes. Further, the indenture governing the notes will allow us to transfer assets, including certain specified facilities, to the non-guarantor subsidiaries.

***We may not have access to the cash flow and other assets of our subsidiaries that may be needed to make payment on the notes.***

Much of our business is conducted through our subsidiaries. Although certain of our subsidiaries will guarantee the notes, some of our subsidiaries will not become guarantors and thus will not be obligated to make funds available to us for payment on the notes. Our ability to make payments on the notes will be dependent on the earnings and the distribution of funds from subsidiaries, some of which are non-guarantors. Our subsidiaries will be permitted under the terms of the indenture to incur additional indebtedness that may restrict or prohibit the making of distributions, the payment of dividends or the making of loans by such subsidiaries to us. We cannot assure you that the agreements governing the current and future indebtedness of our subsidiaries will permit our subsidiaries to provide us with sufficient dividends, distributions or loans to fund payments on the notes when due. Furthermore, certain of our subsidiaries and affiliates are already subject to project financing. Such entities will not guarantee our obligations on the notes. The debt agreements of these subsidiaries and project affiliates generally restrict their ability to pay dividends, make distributions or otherwise transfer funds to us.

***We may not have the ability to raise the funds necessary to finance the change of control offer required by the indenture governing the notes.***

Upon the occurrence of certain specific kinds of change of control events, we will be required to offer to repurchase all outstanding notes at 101% of the principal amount thereof plus accrued and unpaid interest, if any, to the date of repurchase. However, it is possible that we will not have sufficient funds at the time of a change of control to make the required repurchase of notes and/or that restrictions in our senior secured credit facility will not allow such repurchases. In addition, certain important corporate events, such as leveraged recapitalizations that would increase the level of our indebtedness, would not constitute a "Change of Control" under the indenture. See "Description of Notes—Repurchase at the Option of Holders."

***Federal and state statutes allow courts, under specific circumstances, to void guarantees and require note holders to return payments received from guarantors.***

Under the federal bankruptcy law and comparable provisions of state fraudulent transfer laws, a guarantee can be voided, or claims in respect of a guarantee can be subordinated to all other debts of

that guarantor if, among other things, the guarantor, at the time it incurred the indebtedness evidenced by its guarantee:

- received less than reasonably equivalent value or fair consideration for the incurrence of such guarantee; and
- was insolvent or rendered insolvent by reason of such incurrence; or
- was engaged in a business or transaction for which the guarantor's remaining assets constituted unreasonably small capital; or
- intended to incur, or believed that it would incur, debts beyond its ability to pay such debts as they mature.

In addition, any payment by that guarantor pursuant to its guarantee can be voided and required to be returned to the guarantor, or to a fund for the benefit of the creditors of the guarantor.

The measures of insolvency for purposes of these fraudulent transfer laws will vary depending upon the law applied in any proceeding to determine whether a fraudulent transfer has occurred. Generally, however, a guarantor will be considered insolvent if:

- the sum of its debts, including contingent liabilities, are greater than the fair saleable value of all of its assets; or
- if the present fair saleable value of its assets are less than the amount that would be required to pay its probable liability on its existing debts, including contingent liabilities, as they become absolute and mature; or
- it cannot pay its debts as they become due.

On the basis of historical financial information, recent operating history and other factors, we believe that each guarantor, after giving effect to its guarantee of these notes, will not be insolvent, will not have unreasonably small capital for the business in which it is engaged and will not have incurred debts beyond its ability to pay such debts as they mature. We cannot assure you, however, as to what standard a court would apply in making these determinations or that a court would agree with our conclusions in this regard.

***Your ability to transfer the notes may be limited by the absence of an active trading market, and there is no assurance that any active trading market will develop for the notes.***

The notes are a new issue of securities for which there is no established trading market. We do not intend to have the notes listed on a national securities exchange or included in any automated quotation system.

The liquidity of any market for the notes will depend upon the number of holders of the notes, our performance, the market for similar securities, the interest in securities dealers making a market in the notes and other factors. Therefore, we cannot assure you that an active market for the notes or exchange notes will develop or, if developed, that it will continue. If an active market does not develop or is not maintained, the price and liquidity of the notes will be adversely affected.

Historically, the market for non investment-grade debt has been subject to disruptions that have caused substantial volatility in the prices of securities similar to the notes. We cannot assure you that the market, if any, for the notes or exchange notes will be free from similar disruptions or that any such disruptions may not adversely affect the prices at which you may sell your notes. In addition, subsequent to their initial issuance, the notes or exchange notes may trade at a discount from their initial offering price, depending upon prevailing interest rates, the market for similar notes, our performance and other factors.

**Risks Related to the Exchange Notes**

***Holders of Old Notes who fail to exchange their Old Notes in the exchange offer will continue to be subject to restrictions on transfer.***

If you do not exchange your Old Notes for Exchange Notes in the exchange offer, you will continue to be subject to the restrictions on transfer applicable to the Old Notes. The restrictions on transfer of your Old Notes arise because we issued the Old Notes under exemptions from, or in transactions not subject to, the registration requirements of the Securities Act and applicable state securities laws. In general, you may only offer or sell the Old Notes if they are registered under the Securities Act and applicable state securities laws, or offered and sold under an exemption from these requirements. We do not plan to register the Old Notes under the Securities Act. For further information regarding the consequences of tendering your Old Notes in the exchange offer, see the discussion below under the caption "Exchange Offer—Consequences of Failure to Exchange."

***You must comply with the exchange offer procedures in order to receive new, freely tradable Exchange Notes.***

Delivery of Exchange Notes in exchange for Old Notes tendered and accepted for exchange pursuant to the exchange offer will be made only after timely receipt by the exchange agent of book-entry transfer of Old Notes into the exchange agent's account at DTC, as depositary, including an agent's message (as defined herein). We are not required to notify you of defects or irregularities in tenders of Old Notes for exchange. Exchange Notes that are not tendered or that are tendered but we do not accept for exchange will, following consummation of the exchange offer, continue to be subject to the existing transfer restrictions under the Securities Act and, upon consummation of the exchange offer, certain registration and other rights under the Registration Rights Agreement will terminate. See "Exchange Offer—Procedures for Tendering Old Notes Through Brokers and Banks" and "Exchange Offer—Consequences of Failure to Exchange."

***Some holders who exchange their Old Notes may be deemed to be underwriters, and these holders will be required to comply with the registration and prospectus delivery requirements in connection with any resale transaction.***

If you exchange your Old Notes in the exchange offer for the purpose of participating in a distribution of the Exchange Notes, you may be deemed to have received restricted securities and, if so, will be required to comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction.

## FORWARD-LOOKING STATEMENTS

This prospectus, including the information incorporated into this prospectus by reference, contains "forward-looking statements," which involve risks and uncertainties. All statements, other than statements of historical facts, that are included in or incorporated by reference into this prospectus, or made in presentations, in response to questions or otherwise, that address activities, events or developments that we expect or anticipate to occur in the future, including such matters as projections, capital allocation, future capital expenditures, business strategy, competitive strengths, goals, future acquisitions or dispositions, development or operation of power generation assets, market and industry developments and the growth of our business and operations (often, but not always, through the use of words or phrases such as "will likely result," "are expected to," "will continue," "is anticipated," "estimated," "projection," "target," "goal," "objective" and "outlook"), are forward-looking statements. Although we believe that in making any such forward-looking statement our expectations are based on reasonable assumptions, any such forward-looking statement involves uncertainties and is qualified in its entirety by reference to the discussion of risk factors under "Risk Factors" contained elsewhere in this prospectus and in the sections captioned "Risk Factors" of our 2010 Form 10-K, which is incorporated into this prospectus by reference, and the following important factors, among others, that could cause our actual results to differ materially from those projected in such forward-looking statements:

- General economic conditions, changes in the wholesale power markets and fluctuations in the cost of fuel;
- Volatile power supply costs and demand for power;
- Hazards customary to the power production industry and power generation operations such as fuel and electricity price volatility, unusual weather conditions, catastrophic weather-related or other damage to facilities, unscheduled generation outages, maintenance or repairs, unanticipated changes to fuel supply costs or availability due to higher demand, shortages, transportation problems or other developments, environmental incidents, or electric transmission or gas pipeline system constraints and the possibility that we may not have adequate insurance to cover losses as a result of such hazards;
- The effectiveness of our risk management policies and procedures, and the ability of our counterparties to satisfy their financial commitments;
- Counterparties' collateral demands and other factors affecting our liquidity position and financial condition;
- Our ability to operate our businesses efficiently, manage capital expenditures and costs tightly, and generate earnings and cash flows from our asset-based businesses in relation to our debt and other obligations;
- Our ability to enter into contracts to sell power and procure fuel on acceptable terms and prices;
- The liquidity and competitiveness of wholesale markets for energy commodities;
- Government regulation, including compliance with regulatory requirements and changes in market rules, rates, tariffs and environmental laws and increased regulation of carbon dioxide and other greenhouse gas emissions;
- Price mitigation strategies and other market structures employed by independent system operators or regional transmission organizations that result in a failure to adequately compensate our generation units for all of their costs;
- Our ability to borrow additional funds and access capital markets, as well as our substantial indebtedness and the possibility that we may incur additional indebtedness going forward;

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- Our ability to receive federal loan guarantees or cash grants to support development projects;
- Operating and financial restrictions placed on us and our subsidiaries that are contained in the indentures governing our outstanding notes, in our Senior Credit Facility (as defined herein), and in debt and other agreements of certain of our subsidiaries and project affiliates generally;
- Our ability to implement our *Repowering* NRG strategy of developing and building new power generation facilities, including new nuclear, wind and solar projects;
- Our ability to implement our *econrg* strategy of finding ways to meet the challenges of climate change, clean air and protecting natural resources while taking advantage of business opportunities;
- Our ability to implement our *FOR* NRG strategy of increasing the return on invested capital through operational performance improvements and a range of initiatives at plants and corporate offices to reduce costs or generate revenues;
- Our ability to achieve our strategy of regularly returning capital to shareholders;
- Our ability to maintain retail market share;
- Our ability to successfully evaluate investments in new business and growth initiatives;
- Our ability to successfully integrate and manage acquired businesses; and
- Our ability to develop and maintain successful partnership relationships.

Any forward-looking statement speaks only as of the date on which it is made, and except as may be required by applicable law, we undertake no obligation to update any forward-looking statement to reflect events or circumstances after the date on which it is made or to reflect the occurrence of unanticipated events. New factors emerge from time to time, and it is not possible for us to predict all of them; nor can we assess the impact of each such factor or the extent to which any factor, or combination of factors, may cause results to differ materially from those contained in any forward-looking statement. You should not unduly rely on such forward-looking statements.

## EXCHANGE OFFER

### **Purpose of the Exchange Offer**

The exchange offer is designed to provide holders of Old Notes with an opportunity to acquire Exchange Notes which, unlike the Old Notes, will be freely transferable at all times, subject to any restrictions on transfer imposed by state "blue sky" laws and provided that the holder is not our affiliate within the meaning of the Securities Act and represents that the Exchange Notes are being acquired in the ordinary course of the holder's business and the holder is not engaged in, and does not intend to engage in, a distribution of the Exchange Notes.

The Old Notes were originally issued and sold on January 26, 2011, to the initial purchasers, pursuant to the purchase agreement dated January 11, 2011. The Old Notes were issued and sold in a transaction not registered under the Securities Act in reliance upon the exemption provided by Section 4(2) of the Securities Act. The concurrent resale of the Old Notes by the initial purchasers to investors was done in reliance upon the exemptions provided by Rule 144A and Regulation S promulgated under the Securities Act. The Old Notes may not be reoffered, resold or transferred other than (i) to us or our subsidiaries, (ii) to a qualified institutional buyer in compliance with Rule 144A promulgated under the Securities Act, (iii) outside the United States to a non-U.S. person in a transaction complying with Rule 903 or Rule 904 of Regulation S under the Securities Act, (iv) pursuant to the exemption from registration provided by Rule 144 promulgated under the Securities Act (if available), (v) in accordance with another exemption from the registration requirements of the Securities Act or (vi) pursuant to an effective registration statement under the Securities Act.

In connection with the original issuance and sale of the Old Notes, we entered into the Registration Rights Agreement, pursuant to which we agreed to file with the SEC a registration statement covering the exchange by us of the Exchange Notes for the Old Notes, pursuant to the exchange offer. The Registration Rights Agreement provides that we will file with the SEC an exchange offer registration statement on an appropriate form under the Securities Act and offer to holders of Old Notes who are able to make certain representations the opportunity to exchange their Old Notes for Exchange Notes.

Under existing interpretations by the Staff of the SEC as set forth in no-action letters issued to third parties in other transactions, the Exchange Notes would, in general, be freely transferable after the exchange offer without further registration under the Securities Act; provided, however, that in the case of broker-dealers participating in the exchange offer, a prospectus meeting the requirements of the Securities Act must be delivered by such broker-dealers in connection with resales of the Exchange Notes. We have agreed to furnish a prospectus meeting the requirements of the Securities Act to any such broker-dealer for use in connection with any resale of any Exchange Notes acquired in the exchange offer. A broker-dealer that delivers such a prospectus to purchasers in connection with such resales will be subject to certain of the civil liability provisions under the Securities Act and will be bound by the provisions of the Registration Rights Agreement (including certain indemnification rights and obligations).

We do not intend to seek our own interpretation regarding the exchange offer, and we cannot assure you that the staff of the SEC would make a similar determination with respect to the Exchange Notes as it has in other interpretations to third parties.

### **Terms of the Exchange Offer; Period for Tendering Outstanding Old Notes**

Upon the terms and subject to the conditions set forth in this prospectus, we will accept any and all Old Notes that were acquired pursuant to Rule 144A or Regulation S validly tendered and not withdrawn prior to 11:59 p.m., New York City time, on the expiration date of the exchange offer. We



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will issue \$1,000 principal amount of Exchange Notes in exchange for each \$1,000 principal amount of Old Notes accepted in the exchange offer. Holders may tender some or all of their Old Notes pursuant to the exchange offer. However, Old Notes may be tendered only in minimum principal amounts of \$2,000 and integral multiples of \$1,000 in excess thereof.

The form and terms of the Exchange Notes are the same as the form and terms of the outstanding Old Notes except that:

- the Exchange Notes will be registered under the Securities Act and will not have legends restricting their transfer; and
- the Exchange Notes will not contain the registration rights and liquidated damages provisions contained in the outstanding Old Notes.

The Exchange Notes will evidence the same debt as the Old Notes and will be entitled to the benefits of the Indenture.

We intend to conduct the exchange offer in accordance with the applicable requirements of the Securities Exchange Act of 1934, as amended, referred to herein as the Exchange Act, and the rules and regulations of the SEC.

We will be deemed to have accepted validly tendered Old Notes when, as and if we have given oral (promptly confirmed in writing) or written notice of our acceptance to the exchange agent. The exchange agent will act as agent for the tendering holders for the purpose of receiving the Exchange Notes from us.

If any tendered Old Notes are not accepted for exchange because of an invalid tender or the occurrence of specified other events set forth in this prospectus, the certificates for any unaccepted Old Notes will be promptly returned, without expense, to the tendering holder.

Holders who tender Old Notes in the exchange offer will not be required to pay brokerage commissions or fees or transfer taxes with respect to the exchange of Old Notes pursuant to the exchange offer. We will pay all charges and expenses, other than transfer taxes in certain circumstances, in connection with the exchange offer. See "Fees and Expenses" and "Transfer Taxes" below.

The exchange offer will remain open for at least 20 full business days. The term "expiration date" will mean 11:59 p.m., New York City time, on \_\_\_\_\_, 2011, unless we extend the exchange offer, in which case the term "expiration date" will mean the latest date and time to which the exchange offer is extended.

To extend the exchange offer, prior to 9:00 a.m., New York City time, on the next business day after the previously scheduled expiration date, we will:

- notify the exchange agent of any extension by oral notice (promptly confirmed in writing) or written notice, and
- mail to the registered holders an announcement of any extension, and issue a notice by press release or other public announcement before such expiration date.

We reserve the right:

- if any of the conditions below under the heading "Conditions to the Exchange Offer" shall have not been satisfied, to delay accepting any Old Notes in connection with the extension of the exchange offer, to extend the exchange offer, or to terminate the exchange offer, or
- to amend the terms of the exchange offer in any manner, provided however, that if we amend the exchange offer to make a material change, including the waiver of a material condition, we will extend the exchange offer, if necessary, to keep the exchange offer open for at least five

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business days after such amendment or waiver; provided further, that if we amend the exchange offer to change the percentage of Notes being exchanged or the consideration being offered, we will extend the exchange offer, if necessary, to keep the exchange offer open for at least ten business days after such amendment or waiver.

Any delay in acceptance, extension, termination or amendment will be followed promptly by oral or written notice by us to the registered holders.

**Deemed Representations**

To participate in the exchange offer, we require that you represent to us, among other things, that:

- you are acquiring Exchange Notes in exchange for your Old Notes in the ordinary course of business;
- you are not engaging in and do not intend to engage in (nor have you entered into any arrangement or understanding with any person to participate in) a distribution of the Exchange Notes within the meaning of the federal securities laws;
- you are not our "affiliate" as defined under Rule 405 of the Securities Act;
- you are not a broker-dealer tendering Old Notes directly acquired from us for your own account;
- if you are a broker-dealer that will receive Exchange Notes for your own account in exchange for Old Notes
  - the Old Notes to be exchanged for Exchange Notes were acquired by you as a result of market-making or other trading activities;
  - you have not entered into any arrangement or understanding with the Issuer or an affiliate of the Issuer to distribute the Exchange Notes; and
  - you will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of such Exchange Notes by so representing and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act; and
- you are not acting on behalf of any person or entity that could not truthfully make those representations.

**BY TENDERING YOUR OLD NOTES YOU ARE DEEMED TO HAVE MADE THESE REPRESENTATIONS.**

Broker-dealers who cannot make the representations above cannot use this exchange offer prospectus in connection with resales of the Exchange Notes issued in the exchange offer.

**Resale of Exchange Notes**

Based on interpretations of the SEC staff set forth in no-action letters issued to unrelated third parties, we believe that Exchange Notes issued in the exchange offer in exchange for Old Notes may be offered for resale, resold and otherwise transferred by any Exchange Note holder without compliance with the registration and prospectus delivery provisions of the Securities Act, if:

- such holder is not an "affiliate" of ours within the meaning of Rule 405 under the Securities Act;

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- such Exchange Notes are acquired in the ordinary course of the holder's business; and
- the holder does not intend to participate in the distribution of such Exchange Notes.

Any holder who tenders in the exchange offer with the intention of participating in any manner in a distribution of the Exchange Notes, who is an affiliate of ours or who is a broker or dealer who acquired Old Notes directly from us:

- cannot rely on the position of the staff of the SEC set forth in "Exxon Capital Holdings Corporation" or similar interpretive letters; and
- must comply with the registration and prospectus delivery requirements of the Securities Act in connection with a secondary resale transaction.

If, as stated above, a holder cannot rely on the position of the staff of the SEC set forth in "Exxon Capital Holdings Corporation" or similar interpretive letters, any effective registration statement used in connection with a secondary resale transaction must contain the selling security holder information required by Item 507 of Regulation S-K under the Securities Act.

With regard to broker-dealers, only broker-dealers that acquired the Old Notes as a result of market-making activities or other trading activities may participate in the exchange offer. Each broker-dealer that receives Exchange Notes for its own account in exchange for Old Notes, where such Old Notes were acquired by such broker-dealer as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of the Exchange Notes.

This prospectus may be used for an offer to resell, for the resale or for other retransfer of Exchange Notes only as specifically set forth in this prospectus.

Please read the section captioned "Plan of Distribution" for more details regarding these procedures for the transfer of Exchange Notes.

**Procedures for Tendering Old Notes Through Brokers and Banks**

Since the Old Notes are represented by global book-entry notes, DTC, as depositary, or its nominee is treated as the registered holder of the Old Notes and will be the only entity that can tender your Old Notes for Exchange Notes. Therefore, to tender Old Notes subject to this exchange offer and to obtain Exchange Notes, you must instruct the institution where you keep your Old Notes to tender your Old Notes on your behalf so that they are received on or prior to the expiration of this exchange offer.

**YOU SHOULD CONSULT YOUR ACCOUNT REPRESENTATIVE AT THE BROKER OR BANK WHERE YOU KEEP YOUR OLD NOTES TO DETERMINE THE PREFERRED PROCEDURE.**

**IF YOU WISH TO ACCEPT THIS EXCHANGE OFFER, PLEASE INSTRUCT YOUR BROKER OR ACCOUNT REPRESENTATIVE IN TIME FOR YOUR OLD NOTES TO BE TENDERED BEFORE THE 11:59 PM (NEW YORK CITY TIME) DEADLINE ON \_\_\_\_\_, 2011.**

You may tender some or all of your Old Notes in this exchange offer. However, your Old Notes may be tendered only in minimum principal amounts of \$2,000 and integral multiples of \$1,000 in excess thereof.

When you tender your outstanding Old Notes and we accept them, the tender will be a binding agreement between you and us as described in this prospectus.

The method of delivery of outstanding Old Notes and all other required documents to the exchange agent is at your election and risk.

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We will decide all questions about the validity, form, eligibility, acceptance and withdrawal of tendered Old Notes. We reserve the absolute right to:

- reject any and all tenders of any particular Old Note not properly tendered;
- refuse to accept any Old Note if, in our reasonable judgment or the judgment of our counsel, the acceptance would be unlawful; and
- waive any defects or irregularities or conditions of the exchange offer as to any particular Old Notes before the expiration of the offer.

Our interpretation of the terms and conditions of the exchange offer will be final and binding on all parties. You must cure any defects or irregularities in connection with tenders of Old Notes as we will reasonably determine. Neither us, the exchange agent nor any other person will incur any liability for failure to notify you of any defect or irregularity with respect to your tender of Old Notes. If we waive any terms or conditions with respect to a noteholder, we will extend the same waiver to all noteholders with respect to that term or condition being waived.

**Procedures for Brokers and Custodian Banks; DTC ATOP Account**

In order to accept this exchange offer on behalf of a holder of Old Notes you must submit or cause your DTC participant to submit an Agent's Message as described below.

The exchange agent, on our behalf will seek to establish an Automated Tender Offer Program ("ATOP") account with respect to the outstanding Old Notes at DTC promptly after the delivery of this prospectus. Any financial institution that is a DTC participant, including your broker or bank, may make book-entry tender of outstanding Old Notes by causing the book-entry transfer of such Old Notes into our ATOP account in accordance with DTC's procedures for such transfers. Although delivery of the outstanding notes may be effected through book-entry transfer into the exchange agent's account at DTC, unless an Agent's Message is received by the exchange agent in compliance with ATOP procedures, an appropriate letter of transmittal properly completed and duly executed with any required signature guarantee and all other required documents must in each case be transmitted to and received or confirmed by the exchange agent at its address set forth below prior to 11:59 p.m., New York City time on to the expiration date. The confirmation of a book entry transfer into the ATOP account as described above is referred to herein as a "Book-Entry Confirmation."

The term "Agent's Message" means a message transmitted by the DTC participants to DTC, and thereafter transmitted by DTC to the exchange agent, forming a part of the Book-Entry Confirmation which states that DTC has received an express acknowledgment from the participant in DTC described in such Agent's Message stating that such participant has received the letter of transmittal and this prospectus and agrees to be bound by the terms of the letter of transmittal and the exchange offer set forth in this prospectus and that we may enforce such agreement against the participant.

Each Agent's Message must include the following information:

- Name of the beneficial owner tendering such Old Notes;
- Account number of the beneficial owner tendering such Old Notes;
- Principal amount of Old Notes tendered by such beneficial owner; and
- A confirmation that the beneficial holder of the Old Notes tendered has made the representations for our benefit set forth under "Deemed Representations" above.

**BY SENDING AN AGENT'S MESSAGE THE DTC PARTICIPANT IS DEEMED TO HAVE CERTIFIED THAT THE BENEFICIAL HOLDER FOR WHOM NOTE ARE BEING TENDERED HAS BEEN PROVIDED WITH A COPY OF THIS PROSPECTUS.**

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The delivery of Old Notes through DTC, delivery of a letter of transmittal, and any transmission of an Agent's Message through ATOP, is at the election and risk of the person tendering Old Notes. We will ask the exchange agent to instruct DTC to promptly return those Old Notes, if any, that were tendered through ATOP but were not accepted by us, to the DTC participant that tendered such Old Notes on behalf of holders of the Old Notes.

THE AGENT'S MESSAGE MUST BE TRANSMITTED TO EXCHANGE AGENT ON OR BEFORE 11:59 PM, NEW YORK CITY TIME, ON THE EXPIRATION DATE.

### **Acceptance of Outstanding Old Notes for Exchange; Delivery of Exchange Notes**

We will accept validly tendered Old Notes when the conditions to the exchange offer have been satisfied or we have waived them. We will have accepted your validly tendered Old Notes when we have given oral (promptly confirmed in writing) or written notice to the exchange agent. The exchange agent will act as agent for the tendering holders for the purpose of receiving the Exchange Notes from us. If we do not accept any tendered Old Notes for exchange by book-entry transfer because of an invalid tender or other valid reason, we will credit the Notes to an account maintained with DTC promptly after the exchange offer terminates or expires.

### **Guaranteed Delivery Procedures**

If you desire to tender Old Notes pursuant to the Exchange Offer and (1) time will not permit your letter of transmittal and all other required documents to reach the exchange agent on or prior to the expiration date, or (2) the procedures for book-entry transfer (including delivery of an agent's message) cannot be completed on or prior to the expiration date, you may nevertheless tender such Old Notes with the effect that such tender will be deemed to have been received on or prior to the expiration date if all the following conditions are satisfied:

- you must effect your tender through an "eligible guarantor institution";
- a properly completed and duly executed notice of guaranteed delivery, substantially in the form provided by us herewith, or an agent's message with respect to guaranteed delivery that is accepted by us, is received by the exchange agent on or prior to the expiration date as provided below; and
- a book-entry confirmation of the transfer of such notes into the exchange agent account at DTC as described above, together with a letter of transmittal (or a manually signed facsimile of the letter of transmittal) properly completed and duly executed, with any signature guarantees and any other documents required by the letter of transmittal or a properly transmitted agent's message, are received by the exchange agent within three business days after the date of execution of the notice of guaranteed delivery.

The notice of guaranteed delivery may be sent by hand delivery, facsimile transmission or mail to the exchange agent and must include a guarantee by an eligible guarantor institution in the form set forth in the notice of guaranteed delivery.

### **Withdrawal Rights**

You may withdraw your tender of outstanding notes at any time before 11:59 p.m., New York City time, on the expiration date.

For a withdrawal to be effective, you should contact your bank or broker where your Old Notes are held and have them send a telegram, telex, letter or facsimile transmission notice of withdrawal (or in the case of outstanding senior notes transferred by book-entry transfer, an electronic ATOP

transmission notice of withdrawal) so that it is received by the exchange agent before 11:59 p.m., New York City time, on the expiration date. Such notice of withdrawal must:

- specify the name of the person that tendered the Old Notes to be withdrawn;
- identify the Old Notes to be withdrawn, including the CUSIP number and principal amount at maturity of the Old Notes; specify the name and number of an account at the DTC to which your withdrawn Old Notes can be credited;
- if applicable, be signed by the holder in the same manner as the original signature on the letter of transmittal by which such Old Notes were tendered, with any required signature guarantees, or be accompanied by documents of transfer sufficient to have the trustee with respect to the Old Notes register the transfer of such Old Notes into the name of the person withdrawing the tender; and
- specify the name in which any such notes are to be registered, if different from that of the registered holder.

We will decide all questions as to the validity, form and eligibility of the notices and our determination will be final and binding on all parties. Any tendered Old Notes that you withdraw will not be considered to have been validly tendered. We will promptly return any outstanding Old Notes that have been tendered but not exchanged, or credit them to the DTC account. You may re-tender properly withdrawn Old Notes by following one of the procedures described above before the expiration date.

#### **Conditions to the Exchange Offer**

Notwithstanding any other provision of the exchange offer, or any extension of the exchange offer, we will not be required to accept for exchange, or to issue Exchange Notes in exchange for, any outstanding Old Notes and may terminate the exchange offer (whether or not any Old Notes have been accepted for exchange) or amend the exchange offer, if any of the following conditions has occurred or exists or has not been satisfied, or has not been waived by us, prior to the expiration date:

- there is threatened, instituted or pending any action or proceeding before, or any injunction, order or decree issued by, any court or governmental agency or other governmental regulatory or administrative agency or commission:
  - (1) seeking to restrain or prohibit the making or completion of the exchange offer or any other transaction contemplated by the exchange offer, or assessing or seeking any damages as a result of this transaction; or
  - (2) resulting in a material delay in our ability to accept for exchange or exchange some or all of the Old Notes in the exchange offer; or
  - (3) any statute, rule, regulation, order or injunction has been sought, proposed, introduced, enacted, promulgated or deemed applicable to the exchange offer or any of the transactions contemplated by the exchange offer by any governmental authority, domestic or foreign; or
- any action has been taken, proposed or threatened, by any governmental authority, domestic or foreign, that would, directly or indirectly, result in any of the consequences referred to in clauses (1), (2) or (3) above or would result in the holders of Exchange Notes having obligations with respect to resales and transfers of Exchange Notes which are greater than those described in the interpretation of the SEC referred to above; or

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- any of the following has occurred:
  - (1) any general suspension of or general limitation on prices for, or trading in, securities on any national securities exchange or in the over-the-counter market; or
  - (2) any limitation by a governmental authority which adversely affects our ability to complete the transactions contemplated by the exchange offer; or
  - (3) a declaration of a banking moratorium or any suspension of payments in respect of banks in the United States or any limitation by any governmental agency or authority which adversely affects the extension of credit; or
  - (4) a commencement of a war, armed hostilities or other similar international calamity directly or indirectly involving the United States, or, in the case of any of the preceding events existing at the time of the commencement of the exchange offer, a material acceleration or worsening of these calamities; or
- any change, or any development involving a prospective change, has occurred or been threatened in our business, financial condition, operations or prospects and those of our subsidiaries taken as a whole that is or may be adverse to us, or we have become aware of facts that have or may have an adverse impact on the value of the Old Notes or the Exchange Notes; or
- there shall occur a change in the current interpretation by the Staff of the SEC which permits the Exchange Notes issued pursuant to the exchange offer in exchange for Old Notes to be offered for resale, resold and otherwise transferred by holders thereof (other than broker-dealers and any such holder which is our affiliate within the meaning of Rule 405 promulgated under the Securities Act) without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that such Exchange Notes are acquired in the ordinary course of such holders' business and such holders have no arrangement or understanding with any person to participate in the distribution of such Exchange Notes; or
- any law, statute, rule or regulation shall have been adopted or enacted which would impair our ability to proceed with the exchange offer; or
- a stop order shall have been issued by the SEC or any state securities authority suspending the effectiveness of the registration statement, or proceedings shall have been initiated or, to our knowledge, threatened for that purpose, or any governmental approval necessary for the consummation of the exchange offer as contemplated hereby has not been obtained; or
- we have received an opinion of counsel experienced in such matters to the effect that there exists any actual or threatened legal impediment (including a default or prospective default under an agreement, indenture or other instrument or obligation to which we are a party or by which we are bound) to the consummation of the transactions contemplated by the exchange offer.

If any of the foregoing events or conditions has occurred or exists or has not been satisfied, we may, subject to applicable law, terminate the exchange offer (whether or not any Old Notes have been accepted for exchange) or may waive any such condition or otherwise amend the terms of the exchange offer in any respect. If such waiver or amendment constitutes a material change to the exchange offer, we will promptly disclose such waiver or amendment by means of a prospectus supplement that will be distributed to the registered holders of the Old Notes and will extend the exchange offer to the extent required by Rule 14e-1 promulgated under the Exchange Act.

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These conditions are for our sole benefit and we may assert them regardless of the circumstances giving rise to any of these conditions, or we may waive them, in whole or in part, provided that we will not waive any condition with respect to an individual holder of Old Notes unless we waive that condition for all such holders. Any reasonable determination made by us concerning an event, development or circumstance described or referred to above will be final and binding on all parties. Our failure at any time to exercise any of the foregoing rights will not be a waiver of our rights and each such right will be deemed an ongoing right which may be asserted at any time before the expiration of the exchange offer.

**Exchange Agent**

We have appointed Law Debenture Trust Company of New York as the exchange agent for the exchange offer. You should direct questions, requests for assistance, and requests for additional copies of this prospectus and the letter of transmittal that may accompany this prospectus to the exchange agent addressed as follows:

**LAW DEBENTURE TRUST COMPANY OF NEW YORK, EXCHANGE AGENT**

*By registered or certified mail, overnight delivery:*

400 Madison Avenue  
New York, NY 10017

*For Information or to Confirm Call:*

(646) 750-6474

*For facsimile transmission (for eligible institutions only):*

(212) 750-1361

**Delivery to an address other than set forth above will not constitute a valid delivery.**

**Fees and Expenses**

The principal solicitation is being made through DTC by Law Debenture Trust Company of New York, as exchange agent on our behalf. We will pay the exchange agent customary fees for its services, reimburse the exchange agent for its reasonable costs and expenses (including reasonable fees, costs and expenses of its counsel) incurred in connection with the provisions of these services and pay other registration expenses, including registration and filing fees, fees and expenses of compliance with federal securities and state blue sky securities laws, printing expenses, messenger and delivery services and telephone, fees and disbursements to our counsel, application and filing fees and any fees and disbursements to our independent certified public accountants. We will not make any payment to brokers, dealers, or others soliciting acceptances of the exchange offer except for reimbursement of mailing expenses.

Additional solicitations may be made by telephone, facsimile or in person by our and our affiliates' officers employees and by persons so engaged by the exchange agent.

**Accounting Treatment**

The Exchange Notes will be recorded at the same carrying value as the existing Old Notes, as reflected in our accounting records on the date of exchange. Accordingly, we will recognize no gain or loss for accounting purposes. The expenses of the exchange offer will be capitalized and expensed over the term of the Exchange Notes.



## **Transfer Taxes**

If you tender outstanding Old Notes for exchange you will not be obligated to pay any transfer taxes. However, if you instruct us to register Exchange Notes in the name of, or request that your Old Notes not tendered or not accepted in the exchange offer be returned to, a person other than the registered tendering holder, you will be responsible for paying any transfer tax owed.

## **Consequences of Failure to Exchange**

The Old Notes that are not exchanged for Exchange Notes pursuant to the exchange offer will remain restricted securities. Accordingly, the Old Notes may be resold only:

- to us upon redemption thereof or otherwise;
- so long as the outstanding securities are eligible for resale pursuant to Rule 144A, to a person inside the United States who is a qualified institutional buyer within the meaning of Rule 144A under the Securities Act in a transaction meeting the requirements of Rule 144A, in accordance with Rule 144 under the Securities Act, or pursuant to another exemption from the registration requirements of the Securities Act, which other exemption is based upon an opinion of counsel reasonably acceptable to us;
- outside the United States to a foreign person in a transaction meeting the requirements of Rule 904 under the Securities Act; or
- pursuant to an effective registration statement under the Securities Act, in each case in accordance with any applicable securities laws of any state of the United States.

## **YOU MAY SUFFER ADVERSE CONSEQUENCES IF YOU FAIL TO EXCHANGE OUTSTANDING OLD NOTES.**

If you do not tender your outstanding Old Notes, you will not have any further registration rights, except for the rights described in the Registration Rights Agreement and described above, and your Old Notes will continue to be subject to the provisions of the indenture governing the Old Notes regarding transfer and exchange of the Old Notes and the restrictions on transfer of the Old Notes imposed by the Securities Act and states securities law when we complete the exchange offer. These transfer restrictions are required because the Old Notes were issued under an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws. Accordingly, if you do not tender your Old Notes in the exchange offer, your ability to sell your Old Notes could be adversely affected. Once we have completed the exchange offer, holders who have not tendered notes will not continue to be entitled to any increase in interest rate that the indenture governing the Old Notes provides for if we do not complete the exchange offer.

Under certain limited circumstances, the Registration Rights Agreement requires that we file a shelf registration statement if:

- we are not permitted by applicable law or SEC policy to file a registration statement covering the exchange offer or to consummate the exchange offer; or
- any holder of the Old Notes notifies the issuer prior to the 20th calendar day following the consummation of the exchange offer that:
  - it is prohibited by law or SEC policy from participating in the exchange offer;

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- it may not resell the Exchange Notes acquired by it in the exchange offer to the public without delivering a prospectus and this prospectus is not appropriate or available for such resales; or
- it is a broker-dealer and owns Old Notes acquired directly from the Issuer or an affiliate of the Issuer.

We will also register the Exchange Notes under the securities laws of jurisdictions that holders may request before offering or selling notes in a public offering. We do not intend to register Exchange Notes in any jurisdiction unless a holder requests that we do so.

Old Notes may be subject to restrictions on transfer until:

- a person other than a broker-dealer has exchanged the Old Notes in the exchange offer;
- a broker-dealer has exchanged the Old Notes in the exchange offer and sells them to a purchaser that receives a prospectus from the broker, dealer on or before the sale;
- the Old Notes are sold under an effective shelf registration statement that we have filed; or
- the Old Notes are sold to the public under Rule 144 of the Securities Act.

**USE OF PROCEEDS**

This exchange offer is intended to satisfy our obligations under the Registration Rights Agreement. We will not receive any cash proceeds from the issuance of the Exchange Notes. The Old Notes properly tendered and exchanged for Exchange Notes will be retired and cancelled. Accordingly, no additional debt will result from the exchange. We have agreed to bear the expense of the exchange offer.

### RATIO OF EARNINGS TO FIXED CHARGES

The ratio of earnings to fixed charges for the periods indicated are stated below. For this purpose, "earnings" include pre-tax income (loss) before adjustments for noncontrolling interest in our consolidated subsidiaries and income or loss from equity investees, plus fixed charges and distributed income of equity investees, reduced by interest capitalized. "Fixed charges" include interest, whether expensed or capitalized, amortization of debt expense and the portion of rental expense that is representative of the interest factor in these rentals.

	Three Months Ended March 31, 2011	Year Ended December 31,				
		2010	2009	2008	2007	2006
Ratio of Earnings to Fixed Charges	1.43	2.00	3.27	3.65	2.24	2.36

**CAPITALIZATION**

The following table sets forth NRG's cash and cash equivalents and capitalization as of March 31, 2011 on an actual historical basis and on an "as adjusted" basis to give effect to our offering of 7.625% Senior Notes due 2019 and our 7.875% Senior Notes due 2021, which was completed on May 10, 2011 and the use of proceeds therefrom. The table below should be read in conjunction with "Use of Proceeds," the Management's Discussion and Analysis of Financial Condition and Results of Operations contained in our quarterly report on Form 10-Q for the quarter ended March 31, 2011, our 2010 Form 10-K and the consolidated financial statements and the related notes thereto included in or incorporated by reference into this prospectus.

	As of March 31, 2011	
	Actual	As adjusted
	(in millions of dollars)	
Cash and cash equivalents	\$ 2,711	\$ 2,311(1)
Restricted cash	13	13
Restricted cash supporting funded letter of credit facility	1,301	1,301
<b>Total cash and cash equivalents</b>	<b>4,025</b>	<b>3,625</b>
<b>Long-term debt and capital leases:</b>		
Revolving credit facility(2)	—	—
Funded letter of credit facility(3)	1,300	1,300
Term loan facility—due 2013-2015	1,604	1,604
Other senior secured indebtedness	191	191
Non-guarantor debt	555	555
Capital leases	111	111
7.375% Senior Notes due 2016	2,400	—
7.375% Senior Notes due 2017	1,100	1,100
8.500% Senior Notes due 2019	691	691
8.250% Senior Notes due 2020	1,100	1,100
7.625% Senior Notes due 2018	1,200	1,200
7.625% Senior Notes due 2019	—	800
7.875% Senior Notes due 2021	—	1,200
<b>Total long-term debt and capital leases, including current maturities</b>	<b>10,252</b>	<b>9,852</b>
3.625% Convertible preferred stock	248	248
<b>Stockholders' equity, excluding non-controlling interest</b>	<b>7,601</b>	<b>7,601</b>
<b>Total capitalization</b>	<b>\$ 18,101</b>	<b>\$ 17,701</b>

- (1) Does not include the fees and expenses of this offering or the fees and expenses or premiums payable in connection with the tender offer.
- (2) As of March 31, 2011, the total borrowing availability under the revolving credit facility was \$875 million, of which there are \$22 million letters of credit outstanding thereunder.
- (3) As of March 31, 2011, the total borrowing availability under the funded letter of credit facility was \$1,300 million, of which there are \$864 million letters of credit outstanding thereunder.

For more information on the various components of our debt, refer to Note 9, *Long-Term Debt*, contained in our quarterly report on Form 10-Q for the quarter ended March 31, 2011 and Note 12, *Debt and Capital Leases*, to our audited consolidated financial statements contained in our 2010 Form 10-K, which are incorporated herein by reference.

## DESCRIPTION OF CERTAIN OTHER INDEBTEDNESS AND PREFERRED STOCK

### Senior secured credit facility

On July 1, 2011, NRG amended and restated its existing senior secured credit facility (the "Senior Credit Facility"), which consists of a senior first priority secured \$1,600 million term loan (the "Term Loan Facility") and a \$2,300 million senior first priority secured revolving credit facility (the "Revolving Credit Facility"). The Term Loan Facility will mature on July 1, 2018 unless otherwise extended, and the Revolving Credit Facility will mature on July 1, 2016.

The Senior Credit Facility is guaranteed by substantially all of NRG's existing and future direct and indirect subsidiaries, with certain customary or agreed-upon exceptions for foreign subsidiaries, project subsidiaries, and certain other subsidiaries. The capital stock of substantially all of NRG's subsidiaries, with certain exceptions for unrestricted subsidiaries, foreign subsidiaries, project subsidiaries and voting equity interests in excess of 66% of the total outstanding voting equity interest of certain of NRG's foreign subsidiaries and certain additional exceptions, has been pledged for the benefit of the Senior Credit Facility's lenders.

The Senior Credit Facility is also secured by first priority perfected security interests in substantially all of the property and assets owned or acquired by NRG and its domestic subsidiaries, other than certain limited exceptions. These exceptions include assets of certain unrestricted subsidiaries and equity interests in certain of NRG's project affiliates that have non-recourse debt financing and a basket of assets up to \$750 million at any time outstanding.

The Senior Credit Facility contains customary covenants, which, among other things, require NRG to meet certain financial tests, consisting of a minimum interest coverage ratio and a maximum leverage ratio on a consolidated basis, and limit NRG's ability to:

- incur indebtedness and liens and enter into sale and lease-back transactions;
- make investments, loans and advances;
- return capital to shareholders;
- repay subordinated indebtedness;
- consummate mergers, consolidations and asset sales; and
- enter into affiliate transactions.

### Senior notes

In addition to the Old Notes, NRG has issued six outstanding series of senior notes under an indenture, dated February 2, 2006 (the "Base Indenture"), between NRG and Law Debenture Trust Company of New York, as trustee, as supplemented by supplemental indentures setting forth the terms of each such series:

- 7.375% senior notes, issued February 2, 2006 and due February 1, 2016 (the "2016 Senior Notes");
- 7.375% senior notes, issued November 21, 2006 and due January 15, 2017 (the "2017 Senior Notes");
- 8.500% senior notes, issued June 5, 2009 and due June 15, 2019 (the "8.500% 2019 Senior Notes");
- 8.250% senior notes, issued August 17, 2010 and due September 1, 2020 (the "2020 Senior Notes");

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- 7.625% senior notes, issued May 24, 2011 and due May 15, 2019 (the "7.625% 2019 Senior Notes");
- 7.875% senior notes, issued May 24, 2011 and due May 15, 2021 (the "2021 Senior Notes" and, together with the 2016 Senior Notes, the 2017 Senior Notes, the 8.500% 2019 Senior Notes, the 2020 Senior Notes and the 7.625% 2019 Senior Notes, the "Senior Notes").

Supplemental indentures to each series of notes have been issued to add newly formed or acquired subsidiaries as guarantors (together with the base indenture, the "Existing Senior Note Indentures").

The Existing Senior Note Indentures and the form of notes provide, among other things, that the Senior Notes will be senior unsecured obligations of NRG. The Existing Senior Note Indentures also provide for customary events of default, which include, among others: nonpayment of principal or interest; breach of other agreements in the Existing Senior Note Indentures; defaults in failure to pay certain other indebtedness; the rendering of judgments to pay certain amounts of money against NRG and its subsidiaries; the failure of certain guarantees to be enforceable; and certain events of bankruptcy or insolvency. Generally, if an event of default occurs, the Trustee or the Holders of at least 25% in principal amount of the then outstanding series of Senior Notes may declare all of the Senior Notes of such series to be due and payable immediately.

The terms of the Existing Senior Note Indentures, among other things, limit NRG's ability and certain of its subsidiaries' ability to:

- incur additional debt or issue some types of preferred shares;
- declare or pay dividends, redeem stock or make other distributions to stockholders;
- create liens;
- make certain restricted investments;
- enter into transactions with affiliates;
- sell or transfer assets; and
- consolidate or merge.

Interest is payable semi-annually on the Senior Notes until their maturity dates.

On May 10, 2011, NRG announced it had commenced a tender offer to purchase any and all of its outstanding 2106 Senior Notes through a cash tender offer with the net proceeds from NRG's concurrent private placement of its 7.625% 2019 Senior Notes and 2021 Senior Notes. The tender offer expired on June 7, 2011. NRG purchased \$1,734 million in aggregate principal amount of 2016 Senior Notes pursuant to the terms of the tender. On May 24, 2011, NRG announced that it had given the required notice under the governing indenture to redeem for cash all of its remaining 2016 Senior Notes on June 23, 2011.

Prior to January 15, 2012, NRG may redeem all or a portion of the 2017 Senior Notes at a price equal to 100% of the principal amount of the notes redeemed, plus a premium and any accrued and unpaid interest. The premium is the greater of (i) 1% of the principal amount of the notes redeemed, or (ii) the present value of 103.688% of the notes redeemed, plus interest payments due on the notes redeemed from the date of redemption through January 15, 2012, discounted at a Treasury rate plus 0.50% over the principal amount of the notes redeemed. On or after January 15, 2012, NRG may redeem some or all of the notes at redemption prices set forth in the indenture governing the 2017 Senior Notes, plus accrued and unpaid interest on the notes redeemed to the applicable redemption date.

Prior to June 15, 2012, NRG may redeem up to 35% of the 8.500% 2019 Senior Notes with net cash proceeds of certain equity offerings at a price of 108.50% of the principal amount of the notes

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redeemed, provided at least 65% of the aggregate principal amount of the notes issued remain outstanding after the redemption. Prior to June 15, 2014, NRG may redeem all or a portion of the 8.500% 2019 Senior Notes at a price equal to 100% of the principal amount of the notes redeemed, plus a premium and any accrued and unpaid interest. The premium is the greater of (i) 1% of the principal amount of the notes redeemed, or (ii) the present value of 104.25% of the notes redeemed, plus interest payments due on the notes redeemed from the date of redemption through June 15, 2014, discounted at a Treasury rate plus 0.50% over the principal amount of the notes redeemed. On or after June 15, 2014, NRG may redeem some or all of the notes at redemption prices set forth in the indenture governing the 8.500% 2019 Senior Notes, plus accrued and unpaid interest on the notes redeemed to the applicable redemption date.

Prior to September 1, 2013, NRG may redeem up to 35% of the 2020 Senior Notes with net cash proceeds of certain equity offerings at a price of 108.25% of the principal amount of the notes redeemed, provided at least 65% of the aggregate principal amount of the notes issued remain outstanding after the redemption. Prior to September 1, 2015, NRG may redeem all or a portion of the 2020 Senior Notes at a price equal to 100% of the principal amount of the notes redeemed, plus a premium and any accrued and unpaid interest. The premium is the greater of (i) 1% of the principal amount of the notes redeemed, or (ii) the present value of 104.125% of the notes redeemed, plus interest payments due on the notes redeemed from the date of redemption through September 1, 2015, discounted at a Treasury rate plus 0.50% over the principal amount of the notes redeemed. On or after September 1, 2015, NRG may redeem some or all of the notes at redemption prices set forth in the indenture governing the 2020 Senior Notes, plus accrued and unpaid interest on the notes redeemed to the applicable redemption date.

Prior to May 15, 2014, NRG may redeem up to 35% of the 7.625% 2019 Senior Notes with net cash proceeds of certain equity offerings at a price of 107.625% of the principal amount of the notes redeemed, provided at least 65% of the aggregate principal amount of the notes issued remain outstanding after the redemption. Prior to May 15, 2014, NRG may redeem all or a portion of the 7.625% 2019 Senior Notes at a price equal to 100% of the principal amount of the notes redeemed, plus a premium and any accrued and unpaid interest. The premium is the greater of (i) 1% of the principal amount of the notes redeemed, or (ii) the present value of 103.813% of the notes redeemed, plus interest payments due on the notes redeemed from the date of redemption through May 15, 2014, discounted at a Treasury rate plus 0.50% over the principal amount of the notes redeemed. On or after May 15, 2014, NRG may redeem some or all of the notes at redemption prices set forth in the indenture governing the 7.625% 2019 Senior Notes, plus accrued and unpaid interest on the notes redeemed to the applicable redemption date.

Prior to May 15, 2016, NRG may redeem up to 35% of the 2021 Senior Notes with net cash proceeds of certain equity offerings at a price of 107.875% of the principal amount of the notes redeemed, provided at least 65% of the aggregate principal amount of the notes issued remain outstanding after the redemption. Prior to May 15, 2016, NRG may redeem all or a portion of the 2021 Senior Notes at a price equal to 100% of the principal amount of the notes redeemed, plus a premium and any accrued and unpaid interest. The premium is the greater of (i) 1% of the principal amount of the notes redeemed, or (ii) the present value of 103.938% of the notes redeemed, plus interest payments due on the notes redeemed from the date of redemption through May 15, 2016, discounted at a Treasury rate plus 0.50% over the principal amount of the notes redeemed. On or after May 15, 2016, NRG may redeem some or all of the notes at redemption prices set forth in the indenture governing the 2021 Senior Notes, plus accrued and unpaid interest on the notes redeemed to the applicable redemption date.



## **Preferred stock**

As of March 31, 2011, NRG's outstanding preferred stock consisted of the 3.625% Convertible Perpetual Preferred Stock (the "3.625% Preferred Stock"), which is treated as Redeemable Preferred Stock.

### **3.625% preferred stock**

On August 11, 2005, NRG issued 250,000 shares of 3.625% Preferred Stock, which is treated as Redeemable Preferred Stock, to the Credit Suisse Group in a private placement. As of March 31, 2011, 250,000 shares of the 3.625% Preferred Stock were issued and outstanding at a liquidation value, net of issuance costs, of \$248 million. The 3.625% Preferred Stock has a liquidation preference of \$1,000 per share. Holders of the 3.625% Preferred Stock are entitled to receive, out of legally available funds, cash dividends at the rate of 3.625% per annum, or \$36.25 per share per year, payable in cash quarterly in arrears commencing on December 15, 2005.

Each share of the 3.625% Preferred Stock is convertible during the 90-day period beginning August 11, 2015 at the option of NRG or the holder. Holders tendering the 3.625% Preferred Stock for conversion shall be entitled to receive, for each share of 3.625% Preferred Stock converted, \$1,000 in cash and a number of shares of NRG common stock equal in value to the product of (a) the greater of (i) the difference between the average closing share price of NRG common stock on each of the 20 consecutive scheduled trading days starting on the date 30 exchange business days immediately prior to the conversion date (the "Market Price"), and \$29.54 and (ii) zero, times (b) 50.77. The number of NRG common stock to be delivered under the conversion feature is limited to 16,000,000 shares. If upon conversion, the Market Price is less than \$19.69, then the Holder will deliver to NRG cash or a number of shares of NRG common stock equal in value to the product of (i) \$19.69 minus the Market Price, times (ii) 50.77. NRG may elect to make a cash payment in lieu of delivering shares of NRG common stock in connection with such conversion, and NRG may elect to receive cash in lieu of shares of common stock, if any, from the Holder in connection with such conversion. The conversion feature is considered an embedded derivative per ASC 815 that is exempt from derivative accounting as it's excluded from the scope pursuant to ASC 815.

If a fundamental change occurs, the holders will have the right to require NRG to repurchase all or a portion of the 3.625% Preferred Stock for a period of time after the fundamental change at a purchase price equal to 100% of the liquidation preference, plus accumulated and unpaid dividends. The 3.625% Preferred Stock is senior to all classes of common stock and junior to all of NRG's existing and future debt obligations and all of NRG subsidiaries' existing and future liabilities and capital stock held by persons other than NRG or its subsidiaries.

### **Credit support and collateral arrangement**

In connection with our power generation business, we manage the commodity price risk associated with our supply activities and our electric generation facilities. This includes forward power sales, fuel and energy purchases and emission credits. In order to manage these risks, we enter into financial instruments to hedge the variability in future cash flows from forecasted sales of electricity and purchases of fuel and energy. We utilize a variety of instruments including forward contracts, futures contracts, swaps and options. Certain of these contracts allow counterparties to require us to provide credit support. This credit support consists of letters of credit, cash, guarantees and liens on our assets.

## DESCRIPTION OF NOTES

In this description, "NRG" refers only to NRG Energy, Inc. and not to any of its subsidiaries. NRG issued the Old Notes and will issue the Exchange Notes under a supplemental indenture, which, together with the related base indenture, we refer to as the "indenture." The terms of the Exchange Notes offered in exchange for the Old Notes will be substantially identical to the terms of the Old Notes, except that the Exchange Notes are registered under the Securities Act, and the transfer restrictions, registration rights and related additional interest terms applicable to the Old Notes (as described under "Exchange Offer—Purpose of the Exchange Offer") will not apply to the Exchange Notes. As a result, we refer to the Exchange Notes and the Old Notes collectively as "notes" for purposes of the following summary.

The statements under this caption relating to the indenture and the notes are summaries and are not a complete description thereof, and where reference is made to particular provisions, such provisions, including the definitions of certain terms, are qualified in their entirety by reference to all of the provisions of the indenture and the notes and those terms made part of the Indenture by the Trust Indenture Act. The definitions of certain capitalized terms used in the following summary are set forth under the caption "—Certain Definitions." Certain defined terms used in this description but not defined below under "—Certain Definitions" have the meanings assigned to them in the indenture and the registration rights agreement. Copies of the indenture are available upon request from the Company. We urge you to read those documents carefully because they, and not the following description, govern your rights as a holder.

The terms of the notes include those stated in the indenture and those made part of the indenture by reference to the Trust Indenture Act of 1939, as amended.

The registered holder of a note is treated as the owner of it for all purposes. Only registered holders have rights under the indenture.

### Brief description of the notes

The notes:

- will be general unsecured obligations of NRG;
- will be *pari passu* in right of payment with all existing and future unsecured senior Indebtedness of NRG;
- will be *pari passu* in right of payment with the Existing Senior Notes;
- will be senior in right of payment to any future subordinated Indebtedness of NRG; and
- will be unconditionally guaranteed on a joint and several basis by the Guarantors.

However, the notes will be effectively subordinated to all borrowings under the Credit Agreement, which is secured by substantially all of the assets of NRG and the Guarantors, and any other secured Indebtedness (including any Hedging Obligations secured by junior liens on assets of NRG or its Subsidiaries) we have. See "Risk factors—Risks related to the notes—In the event of a bankruptcy or insolvency, holders of our secured indebtedness and other secured obligations will have a prior secured claim to any collateral securing such indebtedness or other obligations."

### The subsidiary guarantees

The notes will be guaranteed by the Guarantors. Each guarantee of the notes:

- will be a general unsecured obligation of the Guarantor;

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- will be *pari passu* in right of payment with all unsecured senior Indebtedness of that Guarantor; and
- will be senior in right of payment to any future subordinated Indebtedness of that Guarantor.

However, each Guarantor's guarantee of the notes will be effectively subordinated to such Guarantor's guarantee under the Credit Agreement and any other secured Indebtedness (including any Hedging Obligations secured by junior liens on assets such Guarantor) of such Guarantor, in each case to the extent of the value of the assets of such Guarantor that secure the Credit Agreement or other secured Indebtedness, as the case may be.

The operations of NRG are largely conducted through its subsidiaries and, therefore, NRG depends on the cash flow of its subsidiaries to meet its obligations, including its obligations under the notes. Not all of NRG's subsidiaries will guarantee the notes. The notes will be effectively subordinated in right of payment to all Indebtedness and other liabilities and commitments (including trade payables, lease obligations, indebtedness for borrowed money and hedging obligations) of these non-guarantor subsidiaries. Any right of NRG to receive assets of any of its subsidiaries upon the subsidiary's liquidation or reorganization (and the consequent right of the holders of the notes to participate in those assets) will be effectively subordinated to the claims of that subsidiary's creditors, except to the extent that NRG is itself recognized as a creditor of the subsidiary, in which case its claims would still be subordinate in right of payment to any security in the assets of the subsidiary and any indebtedness of the subsidiary senior to that held by NRG. The guarantor subsidiaries accounted for approximately 95% of NRG's revenues from wholly-owned operations for the nine-month period ended March 31, 2011. The guarantor subsidiaries held approximately 86% of NRG's consolidated assets as of March 31, 2011. As of March 31, 2011, NRG's non-guarantor subsidiaries had approximately \$1,380.0 million in aggregate principal amount of external funded indebtedness and outstanding trade payables of approximately \$45 million. See "Risk factors—Risks relating to the notes—Your right to receive payments on the notes could be adversely affected if any of our non-guarantor subsidiaries declare bankruptcy, liquidate, or reorganize." See note 19 to the consolidated financial statements of NRG for the period ended March 31, 2011 incorporated by reference into this prospectus for more detail about the historical division of NRG Energy, Inc.'s consolidated revenues and assets between the Guarantor and non-Guarantor Subsidiaries.

Under the circumstances described below under the caption "—Certain covenants—Designation of restricted, unrestricted and excluded project subsidiaries," NRG will be permitted to designate certain of its subsidiaries as "Unrestricted Subsidiaries" or "Excluded Project Subsidiaries." NRG's Unrestricted Subsidiaries will not be subject to many of the restrictive covenants in the indenture. NRG's Unrestricted Subsidiaries and Excluded Subsidiaries will not guarantee the notes.

### **Principal, maturity and interest**

NRG will issue \$1.2 billion in aggregate principal amount of 7.625% Senior Notes due 2018 in this offering. NRG may issue additional notes of the same series under the indenture from time to time after this offering. Any issuance of additional notes is subject to all of the covenants in the indenture, including the covenant described below under the caption "—Certain covenants—Incurrence of indebtedness and issuance of preferred stock." The notes and any additional notes of the same series subsequently issued under the indenture will be treated as a single class for all purposes under the indenture, including, without limitation, waivers, amendments, redemptions and offers to purchase. NRG will issue notes in denominations of \$2,000 and integral multiples of \$1,000. The notes will mature on January 15, 2018.

Interest will accrue at the rate of 7.625% per annum, and will be payable semi-annually in arrears on January 15 and July 15 of each year, commencing on July 15, 2011. NRG will make each interest payment to the holders of record on the immediately preceding January 1 and July 1.

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Interest on the notes will accrue from the date of original issuance or, if interest has already been paid, from the date it was most recently paid. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months.

All references to "interest" in this description will be deemed to include all Special Interest payable pursuant to the registration rights agreement, if any.

### **Methods of receiving payments on the notes**

If a holder of notes has given wire transfer instructions to NRG, NRG will pay or cause to be paid all principal, interest and premium on that holder's notes in accordance with those instructions. All other payments on notes will be made at the office or agency of the paying agent and registrar within the City and State of New York unless NRG elects to make interest payments by check mailed to the noteholders at their address set forth in the register of holders.

### **Paying agent and registrar for the notes**

The trustee will initially act as paying agent and registrar. NRG may change the paying agent or registrar without prior notice to the holders of the notes, and NRG or any of its Subsidiaries may act as paying agent or registrar.

### **Transfer and exchange**

A holder may transfer or exchange notes in accordance with the provisions of the indenture. The registrar and the trustee may require a holder, among other things, to furnish appropriate endorsements and transfer documents in connection with a transfer of notes. Holders will be required to pay all taxes due on transfer. NRG is not required to transfer or exchange any note selected for redemption. Also, NRG is not required to transfer or exchange any note for a period of 15 days before a selection of notes to be redeemed.

### **Subsidiary guarantees**

NRG's payment obligations under the notes will be guaranteed on an unconditional basis by each of NRG's current and future Restricted Subsidiaries, other than the Excluded Subsidiaries for so long as they constitute Excluded Subsidiaries. These Subsidiary Guarantees will be joint and several obligations of the Guarantors. The obligations of each Guarantor under its Subsidiary Guarantee will be limited as necessary to prevent that Subsidiary Guarantee from constituting a fraudulent conveyance under applicable law. See "Risk factors—Risks related to the offering—Federal and state statutes allow courts, under specific circumstances, to void guarantees and require note holders to return payments received from guarantors."

A Guarantor may not sell or otherwise dispose of all or substantially all of its assets to, or consolidate with or merge with or into (whether or not such Guarantor is the surviving Person), another Person, other than NRG or another Guarantor, unless:

- (1) immediately after giving effect to that transaction, no Default or Event of Default exists; and
- (2) either:
  - (a) the Person acquiring the property in any such sale or disposition or the Person formed by or surviving any such consolidation or merger assumes all the obligations of that Guarantor under the indenture, the registration rights agreement and its Subsidiary Guarantee pursuant to supplemental agreements reasonably satisfactory to the trustee under the indenture;

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- (b) the Net Proceeds of such sale or other disposition are applied in accordance with the applicable provisions of the indenture; or
- (c) immediately after giving effect to that transaction, such Person qualifies as an Excluded Subsidiary.

The Subsidiary Guarantee of a Guarantor will be released automatically:

- (1) in connection with any sale or other disposition of all or substantially all of the assets of that Guarantor (including by way of merger or consolidation) to a Person that is not (either before or after giving effect to such transaction) NRG or a Restricted Subsidiary of NRG, if the sale or other disposition does not violate the "Asset Sale" provisions of the indenture;
- (2) in connection with any sale or other disposition of Capital Stock of that Guarantor to a Person that is not (either before or after giving effect to such transaction) NRG or a Restricted Subsidiary of NRG, if (a) the sale or other disposition does not violate the "Asset Sale" provisions of the indenture and (b) following such sale or other disposition, that Guarantor is not a direct or indirect Subsidiary of NRG;
- (3) if NRG designates any Restricted Subsidiary that is a Guarantor to be an Unrestricted Subsidiary in accordance with the applicable provisions of the indenture;
- (4) the date that any Subsidiary that is not an Excluded Subsidiary becomes an Excluded Subsidiary;
- (5) upon defeasance or satisfaction and discharge of the notes as provided below under the captions "—Legal defeasance and covenant defeasance" and "—Satisfaction and discharge";
- (6) upon a dissolution of a Guarantor that is permitted under the indenture; or
- (7) otherwise with respect to the Guarantee of any Guarantor, upon:
  - (a) the prior consent of holders of at least a majority in aggregate principal amount of the notes then outstanding;
  - (b) the consent of requisite lenders under the Credit Agreement (as amended, restated, modified, renewed, refunded, replaced or refinanced from time to time) to the release of such Guarantor's Guarantee of all Obligations under the Credit Agreement; or
  - (c) the contemporaneous release of such Guarantor's Guarantee of all Obligations under the Credit Agreement (as amended, restated, modified, renewed, refunded, replaced or refinanced from time to time).

See "—Repurchase at the option of holders—Asset sales."

**Optional redemption**

At any time prior to maturity, NRG may on any one or more occasions redeem all or a part of the notes, upon not less than 30 nor more than 60 days' prior notice, at a redemption price equal to 100% of the principal amount of notes redeemed plus the Applicable Premium as of, and accrued and unpaid interest if any to, the redemption date, subject to the rights of holders of notes on the relevant record date to receive interest due on the relevant interest payment date.

Except pursuant to the preceding paragraph, the notes will not be redeemable at NRG's option. NRG is not prohibited, however, from acquiring the notes in market transactions by means other than a redemption, whether pursuant to a tender offer or otherwise, assuming such action does not otherwise violate the indenture.

**Mandatory redemption**

NRG is not required to make mandatory redemption or sinking fund payments with respect to the notes.

**Repurchase at the option of holders**

*Change of control triggering event*

If a Change of Control Triggering Event occurs, each holder of notes will have the right to require NRG to repurchase all or any part (equal to \$2,000 or an integral multiple of \$1,000) of that holder's notes pursuant to a Change of Control Offer on the terms set forth in the indenture. In the Change of Control Offer, NRG will offer a Change of Control Payment in cash equal to 101% of the aggregate principal amount of the notes, plus accrued and unpaid interest on the notes to the date of purchase, subject to the rights of noteholders on the relevant record date to receive interest due on the relevant interest payment date. Within 30 days following any Change of Control Triggering Event, NRG will mail a notice to each holder describing the transaction or transactions that constitute the Change of Control and offering to repurchase notes on the Change of Control Payment Date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is mailed, pursuant to the procedures required by the indenture and described in such notice. NRG will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the notes as a result of a Change of Control. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control provisions of the indenture, NRG will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Change of Control provisions of the indenture by virtue of such compliance.

On the Change of Control Payment Date, NRG will, to the extent lawful:

- (1) accept for payment all notes or portions of notes properly tendered pursuant to the Change of Control Offer;
- (2) deposit with the paying agent an amount equal to the Change of Control Payment in respect of all notes or portions of notes properly tendered; and
- (3) deliver or cause to be delivered to the trustee the notes properly accepted together with an officers' certificate stating the aggregate principal amount of notes or portions of notes being purchased by NRG.

The paying agent will promptly mail to each holder of notes properly tendered the Change of Control Payment for the notes, and the trustee will promptly authenticate and mail (or cause to be transferred by book entry) to each holder a new note equal in principal amount to any unpurchased portion of the notes surrendered, if any; *provided* that each new note will be in a principal amount of \$2,000 or an integral multiple of \$1,000. NRG will publicly announce the results of the Change of Control Offer on or as soon as practicable after the Change of Control Payment Date.

The provisions described above that require NRG to make a Change of Control Offer following a Change of Control Triggering Event will be applicable whether or not any other provisions of the indenture are applicable.

Except as described above with respect to a Change of Control Triggering Event, the indenture does not contain provisions that permit the holders of the notes to require that NRG repurchase or redeem the notes in the event of a takeover, recapitalization or similar transaction.

NRG will not be required to make a Change of Control Offer upon a Change of Control Triggering Event if (1) a third party makes the Change of Control Offer in the manner, at the times

and otherwise in compliance with the requirements set forth in the indenture applicable to a Change of Control Offer made by NRG and purchases all notes properly tendered and not withdrawn under the Change of Control Offer, or (2) notice of redemption has been given pursuant to the indenture as described above under the caption "—Optional redemption," unless and until there is a default in payment of the applicable redemption price. A Change in Control Offer may be made in advance of a Change of Control Triggering Event, with the obligation to pay and the timing of payment conditioned upon the occurrence of a Change of Control Triggering Event, if a definitive agreement to effect a Change of Control is in place at the time the Change of Control Offer is made.

The definition of Change of Control includes a phrase relating to the direct or indirect sale, lease, transfer, conveyance or other disposition of "all or substantially all" of the properties or assets of NRG and its Subsidiaries taken as a whole. There is a limited body of case law interpreting the phrase "substantially all," and there is no precise established definition of the phrase under applicable law. Accordingly, the ability of a holder of notes to require NRG to repurchase its notes as a result of a sale, lease, transfer, conveyance or other disposition of less than all of the assets of NRG and its Subsidiaries taken as a whole to another Person or group may be uncertain.

***Asset sales***

NRG will not, and will not permit any of its Restricted Subsidiaries to, consummate an Asset Sale unless:

(1) NRG (or the Restricted Subsidiary, as the case may be) receives consideration at the time of the Asset Sale at least equal to the fair market value of the assets or Equity Interests issued or sold or otherwise disposed of; and

(2) at least 75% of the consideration received in the Asset Sale by NRG or such Restricted Subsidiary is in the form of cash. For purposes of this provision, each of the following will be deemed to be cash:

(a) any liabilities, as shown on NRG's most recent consolidated balance sheet, of NRG or any Restricted Subsidiary (other than contingent liabilities and liabilities that are by their terms subordinated to the notes or any Subsidiary Guarantee) that are assumed by the transferee of any such assets pursuant to a customary novation agreement that releases NRG or such Restricted Subsidiary from further liability;

(b) any securities, notes or other obligations received by NRG or any such Restricted Subsidiary from such transferee that are converted by NRG or such Restricted Subsidiary into cash within 180 days of the receipt of such securities, notes or other obligations, to the extent of the cash received in that conversion;

(c) any stock or assets of the kind referred to in clauses (4) or (6) of the next paragraph of this covenant; and

(d) any Designated Noncash Consideration received by NRG or any Restricted Subsidiary in such Asset Sale having an aggregate fair market value, taken together with all other Designated Noncash Consideration received pursuant to Section 4.10(a)(2)(D) of the Existing Indenture since the Original Issue Date that is at the time outstanding, not to exceed the greater of (x) \$500.0 million or (y) 2.5% of Total Assets at the time of the receipt of such Designated Noncash Consideration, with the fair market value of each item of Designated Noncash Consideration being measured at the time received and without giving effect to subsequent changes in value.

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Within 365 days after the receipt of any Net Proceeds from an Asset Sale, other than Excluded Proceeds, NRG (or the applicable Restricted Subsidiary, as the case may be) may apply those Net Proceeds or, at its option, enter into a binding commitment to apply such Net Proceeds within the 365-day period following the date of such commitment (an "Acceptable Commitment"):

- (1) to repay Indebtedness and other Obligations under a Credit Facility and, if such Indebtedness is revolving credit Indebtedness, to correspondingly reduce commitments with respect thereto;
- (2) in the case of a sale of assets pledged to secure Indebtedness (including Capital Lease Obligations), to repay the Indebtedness secured by those assets;
- (3) in the case of an Asset Sale by a Restricted Subsidiary that is not a Guarantor, to repay Indebtedness of a Restricted Subsidiary that is not a Guarantor (other than Indebtedness owed to NRG or another Restricted Subsidiary of NRG);
- (4) to acquire all or substantially all of the assets of, or any Capital Stock of, another Person engaged primarily in a Permitted Business, if, after giving effect to any such acquisition of Capital Stock, such Person is or becomes a Restricted Subsidiary of NRG and a Guarantor;
- (5) to make a capital expenditure;
- (6) to acquire other assets that are not classified as current assets under GAAP and that are used or useful in a Permitted Business; or
- (7) any combination of the foregoing.

Pending the final application of any such Net Proceeds and notwithstanding clause (1) above, NRG may temporarily reduce revolving credit borrowings or otherwise use the Net Proceeds in any manner that is not prohibited by the indenture.

Notwithstanding the preceding paragraph, in the event that regulatory approval is necessary for an asset or investment, or construction, repair or restoration of any asset or investment has commenced, then NRG or any Restricted Subsidiary shall have an additional 365 days to apply the Net Proceeds from such Asset Sale in accordance with the preceding paragraph.

Any Acceptable Commitment that is later canceled or terminated for any reason before such Net Proceeds are so applied shall be treated as a permitted application of the Net Proceeds if NRG or such Restricted Subsidiary enters into another Acceptable Commitment within the later of (a) nine months of such cancellation or termination or (b) the end of the initial 365-day period.

Any Net Proceeds from Asset Sales (other than Excluded Proceeds) that are not applied or invested as provided above will constitute "Excess Proceeds." When the aggregate amount of Excess Proceeds exceeds \$100.0 million, or at such earlier date as may be selected by NRG, NRG will make an Asset Sale Offer to all holders of notes and all holders of other Indebtedness (including Indebtedness evidenced by the Existing Senior Notes) that is *pari passu* with the notes containing provisions similar to those set forth in the indenture with respect to offers to purchase or redeem with the proceeds of sales of assets to purchase the maximum principal amount of notes and such other *pari passu* Indebtedness that may be purchased out of the Excess Proceeds. The offer price in any Asset Sale Offer will be equal to 100% of the principal amount plus accrued and unpaid interest to the date of purchase and will be payable in cash. If any Excess Proceeds remain after consummation of an Asset Sale Offer, NRG may use those Excess Proceeds for any purpose not otherwise prohibited by the indenture. If the aggregate principal amount of notes and other *pari passu* Indebtedness tendered into such Asset Sale Offer exceeds the amount of Excess Proceeds, the trustee will select the notes and such other *pari passu* Indebtedness to be purchased on a pro rata basis. Upon completion of each Asset Sale Offer, the amount of Excess Proceeds will be reset at zero.



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NRG will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with each repurchase of notes pursuant to an Asset Sale Offer. To the extent that the provisions of any securities laws or regulations conflict with the Asset Sale provisions of the indenture, NRG will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Asset Sale provisions of the indenture by virtue of such compliance.

The agreements governing NRG's other Indebtedness, including the Credit Agreement, contain, and future agreements may contain, prohibitions of certain events, including events that would constitute a Change of Control or an Asset Sale and including repurchases of or other prepayments in respect of the notes. The exercise by the holders of notes of their right to require NRG to repurchase the notes upon a Change of Control Triggering Event or an Asset Sale could cause a default under these other agreements, even if the Change of Control Triggering Event or Asset Sale itself does not, due to the financial effect of such repurchases on NRG. In the event a Change of Control Triggering Event or Asset Sale occurs at a time when NRG is prohibited from purchasing notes, NRG could seek the consent of its senior lenders to the purchase of notes or could attempt to refinance the borrowings that contain such prohibition. If NRG does not obtain a consent or repay those borrowings, NRG will remain prohibited from purchasing notes. In that case, NRG's failure to purchase tendered notes would constitute an Event of Default under the indenture which could, in turn, constitute a default under the other indebtedness. Finally, NRG's ability to pay cash to the holders of notes upon a repurchase may be limited by NRG's then existing financial resources. See "Risk factors—Risks related to the notes—We may not have the ability to raise the funds necessary to finance the change of control offer required by the indenture governing the notes."

### ***Selection and notice***

If less than all of the notes are to be redeemed at any time, the trustee for the notes will select notes for redemption on a pro rata basis unless otherwise required by law or applicable stock exchange requirements.

No notes of \$2,000 or less can be redeemed in part. Notices of redemption will be mailed by first class mail at least 30 but not more than 60 days before the redemption date to each holder of notes to be redeemed at its registered address, except that redemption notices may be mailed more than 60 days prior to a redemption date if the notice is issued in connection with a defeasance of the notes or a satisfaction and discharge of the indenture. Notices of redemption may not be conditional.

If any note is to be redeemed in part only, the notice of redemption that relates to that note will state the portion of the principal amount of that note that is to be redeemed. A new note in principal amount equal to the unredeemed portion of the original note will be issued in the name of the holder of notes upon cancellation of the original note. Notes called for redemption become due on the date fixed for redemption. On and after the redemption date, interest ceases to accrue on notes or portions of them called for redemption.

**Certain covenants**

***Changes in covenants when notes rated investment grade***

If on any date following the Issue Date:

- (1) the rating assigned to the notes by each of S&P and Moody's is an Investment Grade Rating; and
- (2) no Default or Event of Default shall have occurred and be continuing, then, beginning on that day and subject to the provisions of the following two paragraphs, the covenants in the indenture specifically listed under the following captions will be suspended as to the notes:
  - (a) "—Repurchase at the option of holders—Asset sales;"
  - (b) "—Certain covenants—Restricted payments;"
  - (c) "—Certain covenants—Incurrence of indebtedness and issuance of preferred stock;"
  - (d) "—Certain covenants—Dividend and other payment restrictions affecting subsidiaries;"
  - (e) "—Certain covenants—Designation of restricted, unrestricted and excluded project subsidiaries;"
  - (f) "—Certain covenants—Transactions with affiliates;" and
  - (g) clause (4) of the covenant described below under the caption "—Certain covenants—Merger, consolidation or sale of assets."

Clauses (a) through (g) above are collectively referred to as the "Suspended Covenants."

During any period that the foregoing covenants have been suspended, NRG may not designate any of its Subsidiaries as Unrestricted Subsidiaries or Excluded Project Subsidiaries pursuant to the covenant described below under the caption "—Designation of restricted, unrestricted and excluded project subsidiaries," the second paragraph of the definition of "Unrestricted Subsidiary," or the definition of "Excluded Project Subsidiary," unless it could do so if the foregoing covenants were in effect.

If at any time the notes are downgraded from an Investment Grade Rating by either S&P or Moody's, the Suspended Covenants will thereafter be reinstated as if such covenants had never been suspended and be applicable pursuant to the terms of the indenture (including in connection with performing any calculation or assessment to determine compliance with the terms of the indenture), unless and until the notes subsequently attain an Investment Grade Rating from each of S&P and Moody's (in which event the Suspended Covenants will again be suspended for such time that the notes maintain an Investment Grade Rating from each of S&P and Moody's); *provided, however*, that no Default, Event of Default or breach of any kind will be deemed to exist under the indenture, the notes or the related Subsidiary Guarantees with respect to the Suspended Covenants based on, and none of NRG or any of its Subsidiaries will bear any liability under the indenture, the notes or the related Subsidiary Guarantees with respect to the Suspended Covenants for, any actions taken or events occurring after the notes attain an Investment Grade Rating from each of S&P and Moody's and before any reinstatement of the Suspended Covenants as provided above, or any actions taken at any time pursuant to any contractual obligation arising prior to the reinstatement, regardless of whether those actions or events would have been permitted if the applicable Suspended Covenant had remained in effect during such period.

**Restricted payments**

NRG will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly:

- (1) declare or pay any dividend or make any other payment or distribution on account of NRG's or any of its Restricted Subsidiaries' Equity Interests (including, without limitation, any payment in connection with any merger or consolidation involving NRG or any of its Restricted Subsidiaries) or to the direct or indirect holders of NRG's or any of its Restricted Subsidiaries' Equity Interests in their capacity as such (other than dividends or distributions payable in Equity Interests (other than Disqualified Stock) of NRG or to NRG or a Restricted Subsidiary of NRG);
- (2) purchase, redeem or otherwise acquire or retire for value (including, without limitation, in connection with any merger or consolidation involving NRG) any Equity Interests of NRG or any direct or indirect parent of NRG (other than any such Equity Interests owned by NRG or any Restricted Subsidiary of NRG);
- (3) make any payment on or with respect to, or purchase, redeem, defease or otherwise acquire or retire for value any Indebtedness of NRG or any Guarantor that is contractually subordinated to the notes or any Subsidiary Guarantee of the notes (excluding any intercompany Indebtedness between or among NRG and any of its Restricted Subsidiaries), except (a) a payment of interest or principal at the Stated Maturity thereof or (b) a payment, purchase, redemption, defeasance, acquisition or retirement of any subordinated Indebtedness in anticipation of satisfying a sinking fund obligation, principal installment or payment at final maturity, in each case due within one year of the date of payment, purchase, redemption, defeasance, acquisition or retirement; or
- (4) make any Restricted Investment

(all such payments and other actions set forth in these clauses (1) through (4) above being collectively referred to as "*Restricted Payments*"), unless, at the time of and after giving effect to such Restricted Payment:

- (1) no Default or Event of Default has occurred and is continuing or would occur as a consequence of such Restricted Payment;
- (2) on a pro forma basis after giving effect to such Restricted Payment and any transaction related thereto, the Debt to Cash Flow Ratio would not have exceeded 5.75 to 1.0; and
- (3) such Restricted Payment, together with the aggregate amount of all other Restricted Payments made by NRG and its Restricted Subsidiaries since the Original Issue Date (excluding Restricted Payments permitted by clauses (2), (3), (4), (6), (7), (8), (9), (10) and (11) of the next succeeding paragraph), is less than the sum, without duplication, of:
  - (a) Consolidated Cash Flow of NRG, *minus* 140% of Consolidated Interest Expense of NRG, in each case for the period (taken as one accounting period) from March 31, 2009 to the end of NRG's most recently ended fiscal quarter for which financial statements are publicly available at the time of such Restricted Payment, *plus*
  - (b) 100% of the fair market value of any property or assets and the aggregate net cash proceeds in each case received by NRG or any of its Restricted Subsidiaries since the Original Issue Date in exchange for Qualifying Equity Interests or from the issue or sale of Qualifying Equity Interests (other than Disqualified Stock) or from the issue or sale of convertible or exchangeable Disqualified Stock or convertible or exchangeable debt securities of NRG that have been converted into or exchanged for such Qualifying Equity Interests (other than Qualifying Equity Interests (or Disqualified Stock or debt securities) sold to a Subsidiary of NRG), *plus*

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(c) to the extent that any Restricted Investment that was made after February 2, 2006 is sold for cash or otherwise liquidated or repaid for cash after the Original Issue Date, the cash return with respect to such Restricted Investment (less the cost of disposition, if any) to the extent not already included in the Consolidated Cash Flow of NRG since the Original Issue Date, *plus*

(d) 100% of any cash received by NRG or a Restricted Subsidiary of NRG after the Original Issue Date from an Unrestricted Subsidiary of NRG, to the extent that such cash was not otherwise included in Consolidated Cash Flow of NRG for such period, *plus*

(e) to the extent that any Unrestricted Subsidiary of NRG is redesignated as a Restricted Subsidiary after the Original Issue Date, the fair market value of NRG's Investment in such Subsidiary as of the date of such redesignation.

The preceding provisions will not prohibit:

(1) the payment of any dividend within 90 days after the date of declaration of the dividend, if at the date of declaration the dividend payment would have complied with the provisions of the indenture;

(2) so long as no Default has occurred and is continuing or would be caused thereby, the making of any Restricted Payment in exchange for, or out of the aggregate proceeds of the substantially concurrent sale (other than to a Subsidiary of NRG) of, Equity Interests of NRG (other than Disqualified Stock) or from the contribution of equity capital (unless such contribution would constitute Disqualified Stock) to NRG; *provided* that the amount of any such proceeds that are utilized for any such Restricted Payment will be excluded from clause (3)(b) of the preceding paragraph;

(3) so long as no Default has occurred and is continuing or would be caused thereby, the defeasance, redemption, repurchase or other acquisition of Indebtedness of NRG or any Guarantor that is contractually subordinated to the notes or to any Subsidiary Guarantee with the proceeds from a substantially concurrent incurrence of Permitted Refinancing Indebtedness;

(4) the payment of any dividend (or, in the case of any partnership or limited liability company, any similar distribution) by a Restricted Subsidiary of NRG to the holders of its Equity Interests on a pro rata basis;

(5) so long as no Default has occurred and is continuing or would be caused thereby, (a) the repurchase, redemption or other acquisition or retirement for value of any Equity Interests of NRG or any Restricted Subsidiary of NRG held by any current or former officer, director or employee of NRG or any of its Restricted Subsidiaries pursuant to any equity subscription agreement, stock option agreement, severance agreement, shareholders' agreement or similar agreement or employee benefit plan or (b) the cancellation of Indebtedness owing to NRG or any of its Restricted Subsidiaries from any current or former officer, director or employee of NRG or any of its Restricted Subsidiaries in connection with a repurchase of Equity Interests of NRG or any of its Restricted Subsidiaries; *provided* that the aggregate price paid for the actions in clause (a) may not exceed \$10.0 million in any twelve-month period (with unused amounts in any period being carried over to succeeding periods) and may not exceed \$50.0 million in the aggregate since the Issue Date; *provided, further* that (i) such amount in any calendar year may be increased by the cash proceeds of "key man" life insurance policies received by NRG and its Restricted Subsidiaries after the Issue Date less any amount previously applied to the making of Restricted Payments pursuant to this clause (5) since the Issue Date and (ii) cancellation of the Indebtedness owing to NRG from employees, officers, directors and consultants of NRG or any of its Restricted Subsidiaries in connection with a repurchase of Equity Interests of NRG from such

Persons shall be permitted under this clause (5) as if it were a repurchase, redemption, acquisition or retirement for value subject hereto;

(6) the repurchase of Equity Interests in connection with the exercise of stock options to the extent such Equity Interests represent a portion of the exercise price of those stock options and the repurchases of Equity Interests in connection with the withholding of a portion of the Equity Interests granted or awarded to an employee to pay for the taxes payable by such employee upon such grant or award;

(7) so long as no Default has occurred and is continuing or would be caused thereby, the declaration and payment of regularly scheduled or accrued dividends to holders of any class or series of (a) preferred stock outstanding on the Issue Date, (b) Disqualified Stock of NRG or any Restricted Subsidiary of NRG issued on or after the Issue Date in accordance with the terms of the indenture and the Existing Senior Notes or (c) preferred stock issued on or after the Issue Date in accordance with the terms of the indenture and the Existing Senior Notes or, in the event that any of the instruments described in (a) through (c) above have been converted into or exchanged for Qualifying Equity Interests, other Restricted Payments in an amount no greater than and with timing of such payments not earlier than the dividends that would have otherwise been payable on such instruments;

(8) payments to holders of NRG's Capital Stock in lieu of the issuance of fractional shares of its Capital Stock;

(9) the purchase, redemption, acquisition, cancellation or other retirement for a nominal value per right of any rights granted to all the holders of Capital Stock of NRG pursuant to any shareholders' rights plan adopted for the purpose of protecting shareholders from unfair takeover tactics; *provided* that any such purchase, redemption, acquisition, cancellation or other retirement of such rights is not for the purpose of evading the limitations of this covenant (all as determined in good faith by a senior financial officer of NRG);

(10) so long as no Default has occurred and is continuing or would be caused thereby, upon the occurrence of a Change of Control Triggering Event or Asset Sale and after the completion of the offer to repurchase the notes as described above under the caption "—Repurchase at the option of holders—Change of control triggering event" or "—Repurchase at the option of holders—Asset sales," as applicable (including the purchase of all notes tendered), any purchase, defeasance, retirement, redemption or other acquisition of Indebtedness that is contractually subordinated to the notes or any subsidiary guarantee required under the terms of such Indebtedness, or any Disqualified Stock, with, in the case of an Asset Sale, Net Proceeds, as a result of such Change of Control Triggering Event or Asset Sale; and

(11) so long as no Default has occurred and is continuing or would be caused thereby, other Restricted Payments since the Issue Date in an aggregate amount not to exceed the amount available as of the Issue Date for Restricted Payments under Section 4.07(b)(12) of the Existing Indenture.

As of the Issue Date, approximately \$2,048 million would have been available for Restricted Payments pursuant to clause (3) of the second paragraph above and the amount available for Restricted Payments under clause (11) above was \$156 million.

The amount of all Restricted Payments (other than cash) will be the fair market value on the date of the Restricted Payment of the asset(s) or securities proposed to be transferred or issued by NRG or such Restricted Subsidiary, as the case may be, pursuant to the Restricted Payment. The fair market value of any assets or securities that are required to be valued by this covenant will be determined by a senior financial officer of NRG whose certification with respect thereto will be delivered to the trustee.

## **Incurrence of indebtedness and issuance of preferred stock**

NRG will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable, contingently or otherwise, with respect to (collectively, "*incur*") any Indebtedness (including Acquired Debt), and NRG will not issue any Disqualified Stock and will not permit any of its Restricted Subsidiaries to issue any shares of preferred stock; *provided, however*, that NRG may incur Indebtedness (including Acquired Debt) or issue Disqualified Stock, and any Restricted Subsidiary may incur Indebtedness (including Acquired Debt) or issue preferred stock, if the Fixed Charge Coverage Ratio for NRG's most recently ended four full fiscal quarters for which financial statements are publicly available immediately preceding the date on which such additional Indebtedness is incurred or such Disqualified Stock or preferred stock is issued would have been at least 2.0 to 1, determined on a pro forma basis (including a pro forma application of the net proceeds therefrom), as if the additional Indebtedness (including Acquired Debt) had been incurred or Disqualified Stock or the preferred stock had been issued, as the case may be, at the beginning of such four-quarter period.

The first paragraph of this covenant will not prohibit the incurrence of any of the following items of Indebtedness (collectively, "*Permitted Debt*"):

(1) the incurrence by NRG and PMI (and the guarantee thereof by the Guarantors) of additional Indebtedness and letters of credit under Credit Facilities in an aggregate principal amount at any one time outstanding under this clause (1) (with letters of credit being deemed to have a principal amount equal to the maximum potential liability of NRG and its Restricted Subsidiaries thereunder) not to exceed \$6.0 billion less the aggregate amount of all repayments, optional or mandatory, of the principal of any term Indebtedness under a Credit Facility that have been made by NRG or any of its Restricted Subsidiaries since the Issue Date with the Net Proceeds of Asset Sales (other than Excluded Proceeds) and less, without duplication, the aggregate amount of all repayments or commitment reductions with respect to any revolving credit borrowings under a Credit Facility that have been made by NRG or any of its Restricted Subsidiaries since the Issue Date as a result of the application of the Net Proceeds of Asset Sales (other than Excluded Proceeds), in each case in accordance with the covenant described above under the caption "—Repurchase at the option of holders—Asset sales" (excluding temporary reductions in revolving credit borrowings as contemplated by that covenant);

(2) the incurrence by NRG and its Restricted Subsidiaries of the Existing Indebtedness;

(3) the incurrence by NRG and the Guarantors of Indebtedness represented by the notes and the related Subsidiary Guarantees to be issued on the Issue Date and the Exchange Notes and the related Subsidiary Guarantees to be issued pursuant to the registration rights agreement;

(4) the incurrence by NRG or any of its Restricted Subsidiaries of Indebtedness represented by Capital Lease Obligations, mortgage financings or purchase money obligations, in each case, incurred for the purpose of financing all or any part of the purchase price or cost of design, construction, installation or improvement or lease of property (real or personal), plant or equipment used or useful in the business of NRG or any of its Restricted Subsidiaries or incurred within 180 days thereafter, in an aggregate principal amount, including all Permitted Refinancing Indebtedness incurred to refund, refinance, replace, defease or discharge any Indebtedness incurred pursuant to this clause (4), not to exceed at any time outstanding 5.0% of Total Assets;

(5) the incurrence by NRG or any of its Restricted Subsidiaries of Permitted Refinancing Indebtedness in exchange for, or the net proceeds of which are used to refund, refinance, replace, defease or discharge Indebtedness (other than intercompany Indebtedness) that was permitted by the indenture to be incurred under the first paragraph of this covenant or clauses (2), (3), (4), (5), (15), (16), (17), (18), (19) and (21) of this paragraph;

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(6) the incurrence by NRG or any of its Restricted Subsidiaries of intercompany Indebtedness between or among NRG and any of its Restricted Subsidiaries; *provided, however*, that:

(a) if NRG or any Guarantor is the obligor on such Indebtedness and the payee is not NRG or a Guarantor, such Indebtedness must be expressly subordinated to the prior payment in full in cash of all Obligations then due with respect to the notes, in the case of NRG, or the Subsidiary Guarantee, in the case of a Guarantor; and

(b) (i) any subsequent issuance or transfer of Equity Interests that results in any such Indebtedness being held by a Person other than NRG or a Restricted Subsidiary of NRG and (ii) any sale or other transfer of any such Indebtedness to a Person that is not either NRG or a Restricted Subsidiary of NRG,

will be deemed, in each case, to constitute an incurrence of such Indebtedness by NRG or such Restricted Subsidiary, as the case may be, that was not permitted by this clause (6);

(7) the issuance by any of NRG's Restricted Subsidiaries to NRG or to any of its Restricted Subsidiaries of shares of preferred stock; *provided, however*, that:

(a) any subsequent issuance or transfer of Equity Interests that results in any such preferred stock being held by a Person other than NRG or a Restricted Subsidiary of NRG; and

(b) any sale or other transfer of any such preferred stock to a Person that is not either NRG or a Restricted Subsidiary of NRG, will be deemed, in each case, to constitute an issuance of such preferred stock by such Restricted Subsidiary that was not permitted by this clause (7);

(8) the incurrence by NRG or any of its Restricted Subsidiaries of Hedging Obligations;

(9) the guarantee by (i) NRG or any of the Guarantors of Indebtedness of NRG or a Guarantor that was permitted to be incurred by another provision of this covenant; (ii) any of the Excluded Project Subsidiaries of Indebtedness of any other Excluded Project Subsidiary; and (iii) any of the Excluded Foreign Subsidiaries of Indebtedness of any other Excluded Foreign Subsidiary; *provided* that if the Indebtedness being guaranteed is subordinated to or *pari passu* with the notes, then the guarantee shall be subordinated to the same extent as the Indebtedness guaranteed;

(10) the incurrence by NRG or any of its Restricted Subsidiaries of Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument (except in the case of daylight overdrafts) inadvertently drawn against insufficient funds in the ordinary course of business, so long as such Indebtedness is covered within five business days;

(11) the incurrence by NRG or any of its Restricted Subsidiaries of Indebtedness in respect of (i) workers' compensation claims, self-insurance obligations, bankers' acceptance and (ii) performance and surety bonds provided by NRG or a Restricted Subsidiary in the ordinary course of business;

(12) the incurrence of Non-Recourse Debt by any Excluded Project Subsidiary,

(13) the incurrence of Indebtedness that may be deemed to arise as a result of agreements of NRG or any Restricted Subsidiary of NRG providing for indemnification, adjustment of purchase price or any similar obligations, in each case, incurred in connection with the disposition of any business, assets or Equity Interests of any Subsidiary; *provided* that the aggregate maximum liability associated with such provisions may not exceed the gross proceeds (including non-cash proceeds) of such disposition;

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(14) the incurrence by NRG or any Restricted Subsidiary of NRG of Indebtedness represented by letters of credit, guarantees or other similar instruments supporting Hedging Obligations of NRG or any of its Restricted Subsidiaries (other than Excluded Subsidiaries) permitted to be incurred by the indenture;

(15) Indebtedness, Disqualified Stock or preferred stock of Persons or assets that are acquired by NRG or any Restricted Subsidiary of NRG or merged into NRG or a Restricted Subsidiary of NRG in accordance with the terms of the indenture; *provided* that such Indebtedness, Disqualified Stock or preferred stock is not incurred in contemplation of such acquisition or merger; and *provided further* that after giving effect to such acquisition or merger, either:

(a) NRG would be permitted to incur at least \$1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in the first sentence of this covenant; or

(b) the Fixed Charge Coverage Ratio would be greater than immediately prior to such acquisition or merger;

(16) Environmental CapEx Debt; *provided*, that prior to the incurrence of any Environmental CapEx Debt, NRG shall deliver to the trustee an officers' certificate designating such Indebtedness as Environmental CapEx Debt;

(17) Indebtedness incurred to finance Necessary Capital Expenditures; *provided*, that prior to the incurrence of any Indebtedness to finance Necessary Capital Expenditures, NRG shall deliver to the trustee an officers' certificate designating such Indebtedness as Necessary CapEx Debt;

(18) Indebtedness of NRG or any Restricted Subsidiary consisting of (i) the financing of insurance premiums or (ii) take-or-pay obligations contained in supply arrangements, in each case, in the ordinary course of business;

(19) the incurrence by NRG or any of its Restricted Subsidiaries of Contribution Indebtedness; and

(20) the incurrence by NRG and/or any of its Restricted Subsidiaries of Indebtedness that constitutes a Permitted Tax Lease;

(21) the incurrence by NRG and/or any of its Restricted Subsidiaries of additional Indebtedness in an aggregate principal amount (or accreted value, as applicable) at any time outstanding, including all Permitted Refinancing Indebtedness incurred to refund, refinance, replace, defease or discharge any Indebtedness incurred pursuant to this clause (21), not to exceed \$1.0 billion.

For purposes of determining compliance with this "Incurrence of indebtedness and issuance of preferred stock" covenant, in the event that an item of proposed Indebtedness meets the criteria of more than one of the categories of Permitted Debt described in clauses (1) through (21) above, or is entitled to be incurred pursuant to the first paragraph of this covenant, NRG will be permitted to classify such item of Indebtedness on the date of its incurrence, or later reclassify all or a portion of such item of Indebtedness, in any manner that complies with this covenant. Indebtedness under the Credit Agreement outstanding on the Issue Date will initially be deemed to have been incurred on such date in reliance on the exception provided by clause (1) of the definition of Permitted Debt. The accrual of interest, the accretion or amortization of original issue discount, the payment of interest on any Indebtedness in the form of additional Indebtedness with the same terms, and the payment of dividends on Disqualified Stock in the form of additional shares of the same class of Disqualified Stock will not be deemed to be an incurrence of Indebtedness or an issuance of Disqualified Stock for purposes of this covenant; *provided*, in each such case, that the amount thereof is included in Fixed Charges of NRG as accrued.



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For purposes of determining compliance with any U.S. dollar-denominated restriction on the incurrence of Indebtedness, the U.S. dollar-equivalent principal amount of Indebtedness denominated in a foreign currency will be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was incurred; *provided* that if such Indebtedness is incurred to refinance other Indebtedness denominated in a foreign currency, and such refinancing would cause the applicable U.S. dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such U.S. dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of the Indebtedness being refinanced.

The amount of any Indebtedness outstanding as of any date will be:

- (1) the accreted value of the Indebtedness, in the case of any Indebtedness issued with original issue discount;
- (2) the principal amount of the Indebtedness, in the case of any other Indebtedness; and
- (3) in respect of Indebtedness of another Person secured by a Lien on the assets of the specified Person, the lesser of:
  - (a) the fair market value of such asset at the date of determination, and
  - (b) the amount of the Indebtedness of the other Person;

*provided* that any changes in any of the above shall not give rise to a default under this covenant.

### **Antilayering**

NRG will not incur, and will not permit any Guarantor to incur, any Indebtedness (including Permitted Debt) that is contractually subordinated in right of payment to any other Indebtedness of NRG or such Guarantor unless such Indebtedness is also contractually subordinated in right of payment to the notes and the applicable Guarantee on substantially identical terms; *provided, however*, that no Indebtedness will be deemed to be contractually subordinated in right of payment to any other Indebtedness of NRG solely by virtue of being unsecured or by virtue of being secured on a first or junior Lien basis.

### **Liens**

NRG will not and will not permit any of its Restricted Subsidiaries to, create, incur, assume or otherwise cause or suffer to exist or become effective any Lien of any kind (other than Permitted Liens) securing Indebtedness or Attributable Debt upon any of their property or assets, now owned or hereafter acquired, unless all payments due under the indenture and the notes are secured on an equal and ratable basis with the obligations so secured until such time as such obligations are no longer secured by a Lien.

### **Sale and leaseback transactions**

NRG will not, and will not permit any of its Restricted Subsidiaries to, enter into any sale and leaseback transaction (other than a Permitted Tax Lease, which shall not be restricted by this covenant); *provided* that NRG or any Guarantor may enter into a sale and leaseback transaction if:

- (1) NRG or that Guarantor, as applicable, could have (a) incurred Indebtedness in an amount equal to the Attributable Debt relating to such sale and leaseback transaction under the covenant described above under the caption "—Incurrence of indebtedness and issuance of preferred stock" and (b) incurred a Lien to secure such Indebtedness pursuant to the covenant described above under the caption "—Liens";

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(2) the gross proceeds of that sale and leaseback transaction are at least equal to the fair market value of the property that is subject of that sale and leaseback transaction, as determined in good faith by a senior financial officer of NRG; and

(3) if such sale and leaseback transaction constitutes an Asset Sale, the transfer of assets in that sale and leaseback transaction is permitted by, and NRG applies the proceeds of such transaction in compliance with, the covenant described above under the caption "—Repurchase at the option of holders—Asset sales."

**Dividend and other payment restrictions affecting subsidiaries**

NRG will not, and will not permit any of its Restricted Subsidiaries (other than Excluded Subsidiaries) to, directly or indirectly, create or permit to exist or become effective any consensual encumbrance or restriction on the ability of any Restricted Subsidiaries (other than Excluded Subsidiaries) to:

(1) pay dividends or make any other distributions on its Capital Stock to NRG or any of its Restricted Subsidiaries (other than Excluded Subsidiaries), or with respect to any other interest or participation in, or measured by, its profits, or pay any indebtedness owed to NRG or any of its Restricted Subsidiaries (other than Excluded Subsidiaries);

(2) make loans or advances to NRG or any of its Restricted Subsidiaries (other than Excluded Subsidiaries); or

(3) transfer any of its properties or assets to NRG or any of its Restricted Subsidiaries (other than Excluded Subsidiaries).

However, the preceding restrictions will not apply to encumbrances or restrictions existing under or by reason of:

(1) the Credit Agreement and other agreements governing Existing Indebtedness, on the Issue Date;

(2) the indenture, the notes and the Subsidiary Guarantees (including the exchange notes and related Subsidiary Guarantees);

(3) applicable law, rule, regulation or order;

(4) customary non-assignment provisions in contracts, agreements, leases, permits and licenses;

(5) purchase money obligations for property acquired and Capital Lease Obligations that impose restrictions on the property purchased or leased of the nature described in clause (3) of the preceding paragraph;

(6) any agreement for the sale or other disposition of the stock or assets of a Restricted Subsidiary that restricts distributions by that Restricted Subsidiary pending the sale or other disposition;

(7) Permitted Refinancing Indebtedness; *provided* that the restrictions contained in the agreements governing such Permitted Refinancing Indebtedness are not materially more restrictive, taken as a whole, than those contained in the agreements governing the Indebtedness being refinanced;

(8) Liens permitted to be incurred under the provisions of the covenant described above under the caption "—Liens" and associated agreements that limit the right of the debtor to dispose of the assets subject to such Liens;

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(9) provisions limiting the disposition or distribution of assets or property in joint venture, partnership, membership, stockholder and limited liability company agreements, asset sale agreements, sale-leaseback agreements, stock sale agreements and other similar agreements, including owners', participation or similar agreements governing projects owned through an undivided interest, which limitation is applicable only to the assets that are the subject of such agreements;

(10) restrictions on cash or other deposits or net worth imposed by customers under contracts entered into in connection with a Permitted Business;

(11) restrictions or conditions contained in any trading, netting, operating, construction, service, supply, purchase, sale or similar agreement to which NRG or any Restricted Subsidiary of NRG is a party entered into in connection with a Permitted Business; *provided* that such agreement prohibits the encumbrance of solely the property or assets of NRG or such Restricted Subsidiary that are the subject of that agreement, the payment rights arising thereunder and/or the proceeds thereof and not to any other asset or property of NRG or such Restricted Subsidiary or the assets or property of any other Restricted Subsidiary;

(12) any instrument governing Indebtedness or Capital Stock of a Person acquired by NRG or any of its Restricted Subsidiaries as in effect at the time of such acquisition (except to the extent such Indebtedness or Capital Stock was incurred in connection with or in contemplation of such acquisition), which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person, or the property or assets of the Person, so acquired; *provided* that, in the case of Indebtedness, such Indebtedness was permitted by the terms of the indenture to be incurred;

(13) Indebtedness of a Restricted Subsidiary of NRG existing at the time it became a Restricted Subsidiary if such restriction was not created in connection with or in anticipation of the transaction or series of transactions pursuant to which such Restricted Subsidiary became a Restricted Subsidiary or was acquired by NRG;

(14) with respect to clause (3) of the first paragraph of this covenant only, restrictions encumbering property at the time such property was acquired by NRG or any of its Restricted Subsidiaries, so long as such restriction relates solely to the property so acquired and was not created in connection with or in anticipation of such acquisition;

(15) provisions limiting the disposition or distribution of assets or property in agreements governing Non-Recourse Debt, which limitation is applicable only to the assets that are the subject of such agreements; and

(16) any encumbrance or restrictions of the type referred to in clauses (1), (2) and (3) of the first paragraph of this covenant imposed by any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of the contracts, instruments or obligations referred to in clauses (1) through (15) above; *provided* that such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings are, in the good faith judgment of a senior financial officer of NRG, no more restrictive with respect to such dividend and other payment restrictions than those contained in the dividend or other payment restrictions prior to such amendment, modification, restatement, renewals, increase, supplement, refunding, replacement or refinancing.

### **Merger, consolidation or sale of assets**

*NRG may not, directly or indirectly:* (1) consolidate or merge with or into another Person (whether or not NRG is the surviving corporation); or (2) sell, assign, transfer, convey or otherwise dispose of all

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or substantially all of the properties or assets of NRG and its Restricted Subsidiaries taken as a whole, in one or more related transactions, to another Person; unless:

(1) either: (a) NRG is the surviving corporation; or (b) the Person formed by or surviving any such consolidation or merger (if other than NRG) or to which such sale, assignment, transfer, conveyance or other disposition has been made is a corporation, partnership or limited liability company organized or existing under the laws of the United States, any state of the United States or the District of Columbia; *provided* that if the Person is a partnership or limited liability company, then a corporation wholly-owned by such Person organized or existing under the laws of the United States, any state of the United States or the District of Columbia that does not and will not have any material assets or operations shall become a co-issuer of the notes pursuant to supplemental indentures duly executed by the applicable trustee;

(2) the Person formed by or surviving any such consolidation or merger (if other than NRG) or the Person to which such sale, assignment, transfer, conveyance or other disposition has been made assumes all the obligations of NRG under the notes, the registration rights agreement and the indenture pursuant to supplemental indentures or other documents and agreements reasonably satisfactory to the trustee;

(3) immediately after such transaction, no Default or Event of Default exists; and

(4) (i) NRG or the Person formed by or surviving any such consolidation or merger (if other than NRG), or to which such sale, assignment, transfer, conveyance or other disposition has been made will, on the date of such transaction after giving pro forma effect thereto and any related financing transactions as if the same had occurred at the beginning of the applicable four-quarter period, be permitted to incur at least \$1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in the first paragraph of the covenant described above under the caption "—Incurrence of indebtedness and issuance of preferred stock" or (ii) the Fixed Charge Coverage Ratio of NRG or the Person formed by or surviving any such consolidation or merger (if other than NRG) is greater after giving pro forma effect to such consolidation or merger and any related financing transactions as if the same had occurred at the beginning of the applicable four-quarter period than NRG's actual Fixed Charge Coverage Ratio for the period.

In addition, NRG may not, directly or indirectly, lease all or substantially all of its properties or assets, in one or more related transactions, to any other Person.

This "Merger, consolidation or sale of assets" covenant will not apply to:

(1) a merger of NRG with an Affiliate solely for the purpose of reincorporating NRG in another jurisdiction or forming a direct holding company of NRG; and

(2) any sale, transfer, assignment, conveyance, lease or other disposition of assets between or among NRG and its Restricted Subsidiaries, including by way of merger or consolidation.

**Transactions with affiliates**

NRG will not, and will not permit any of its Restricted Subsidiaries to, make any payment to, or sell, lease, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into or make or amend any transaction, contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate of NRG (each, an "*Affiliate Transaction*") involving aggregate payments in excess of \$10.0 million, unless:

(1) the Affiliate Transaction is on terms that are no less favorable to NRG (as reasonably determined by NRG) or the relevant Restricted Subsidiary than those that would have been obtained in a comparable transaction by NRG or such Restricted Subsidiary with an unrelated Person; and

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(2) NRG delivers to the trustee:

(a) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of \$75.0 million, a resolution of the Board of Directors set forth in an officers' certificate certifying that such Affiliate Transaction complies with this covenant and that such Affiliate Transaction has been approved by a majority of the disinterested members of the Board of Directors; and

(b) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of \$150.0 million, an opinion as to the fairness to NRG or such Restricted Subsidiary of such Affiliate Transaction from a financial point of view issued by an Independent Financial Advisor.

The following items will not be deemed to be Affiliate Transactions and, therefore, will not be subject to the provisions of the prior paragraph:

(1) any employment agreement or director's engagement agreement, employee benefit plan, officer and director indemnification agreement or any similar arrangement entered into by NRG or any of its Restricted Subsidiaries or approved by a Responsible Officer of NRG in good faith;

(2) transactions between or among NRG and/or its Restricted Subsidiaries;

(3) transactions with a Person (other than an Unrestricted Subsidiary of NRG) that is an Affiliate of NRG solely because NRG owns, directly or through a Restricted Subsidiary, an Equity Interest in, or controls, such Person;

(4) payment of directors' fees;

(5) any issuance of Equity Interests (other than Disqualified Stock) of NRG or its Restricted Subsidiaries;

(6) Restricted Payments that do not violate the provisions of the indenture described above under the caption "—Restricted payments";

(7) any agreement in effect as of the Issue Date or any amendment thereto or replacement thereof and any transaction contemplated thereby or permitted thereunder, so long as any such amendment or replacement agreement taken as a whole is not more disadvantageous to the holders of the notes than the original agreement as in effect on the Issue Date;

(8) payments or advances to employees or consultants that are incurred in the ordinary course of business or that are approved by a Responsible Officer of NRG in good faith;

(9) the existence of, or the performance by NRG or any of its Restricted Subsidiaries of its obligations under the terms of, any stockholders agreement (including any registration rights agreement or purchase agreement related thereto) to which it is a party as of the Issue Date and any similar agreements which it may enter into thereafter; *provided, however*, that the existence of, or the performance by NRG or any of its Restricted Subsidiaries of obligations under, any future amendment to any such existing agreement or under any similar agreement entered into after the Issue Date shall only be permitted by this clause (9) to the extent that the terms of any such amendment or new agreement are not otherwise more disadvantageous to the holders of the notes in any material respect;

(10) transactions permitted by, and complying with, the provisions of the covenant described under "—Merger, consolidation or sale of assets";

(11) transactions with customers, clients, suppliers, joint venture partners or purchasers or sellers of goods or services (including pursuant to joint venture agreements) in compliance with the terms of the indenture that are fair to NRG and its Restricted Subsidiaries, in the reasonable

determination of a senior financial officer of NRG, or are on terms not materially less favorable taken as a whole as might reasonably have been obtained at such time from an unaffiliated party;

(12) any repurchase, redemption or other retirement of Capital Stock of NRG held by employees of NRG or any of its Subsidiaries;

(13) loans or advances to employees or consultants;

(14) any Permitted Investment in another Person involved in a Permitted Business;

(15) transactions in which NRG or any Restricted Subsidiary of NRG, as the case may be, delivers to the trustee a letter from an Independent Financial Advisor stating that such transaction is fair to NRG or such Restricted Subsidiary from a financial point of view or meets the requirements of clause (1) of the preceding paragraph;

(16) the issuance of any letters of credit to support obligations of any Excluded Subsidiary;

(17) transactions between or among Excluded Subsidiaries, and any Guarantee, guarantee and/or other credit support provided by NRG and/or any Restricted Subsidiary in respect of any Subsidiary or any Minority Investment so long as all holders of Equity Interests in such Subsidiary or Minority Investment (including NRG or any Restricted Subsidiary, as applicable) shall participate directly or indirectly in such applicable Guarantee, guarantee and/or other credit support or shall provide a commitment in respect of any related obligation, in each case, on a pro rata basis relative to their Equity Interests in such Minority Investment; *provided* that any such transaction shall be fair and reasonable and beneficial to NRG and its Restricted Subsidiaries (taken as a whole) and consistent with Prudent Industry Practice;

(18) transactions relating to management, marketing, administrative or technical services between NRG and its Restricted Subsidiaries, or between Restricted Subsidiaries;

(19) any tax sharing agreement between or among NRG and its Subsidiaries so long as such tax sharing agreement is on fair and reasonable terms with respect to each participant therein; and

(20) any agreement to do any of the foregoing.

**Additional subsidiary guarantees**

If,

- NRG or any of its Restricted Subsidiaries acquires or creates another Domestic Subsidiary (other than an Excluded Subsidiary or a Domestic Subsidiary that does not Guarantee any other Indebtedness of NRG) after the Issue Date,
- any Excluded Subsidiary that is a Domestic Subsidiary ceases to be an Excluded Subsidiary after the Issue Date, or
- any Domestic Subsidiary that does not Guarantee any other Indebtedness of NRG subsequently Guarantees other Indebtedness of NRG,

then such newly acquired or created Domestic Subsidiary, former Excluded Subsidiary, or Domestic Subsidiary that subsequently Guarantees other Indebtedness of NRG, as the case may be, will become a Guarantor and execute a supplemental indenture and deliver an opinion of counsel satisfactory to the trustee within 30 business days of the date on which it was acquired or created or ceased to be an Excluded Subsidiary or Guaranteed other Indebtedness of NRG, as the case may be.

**Designation of restricted, unrestricted and excluded project subsidiaries**

NRG may designate, by a certificate executed by a Responsible Officer of NRG, any Restricted Subsidiary to be an Unrestricted Subsidiary if that designation would not cause a Default. If a Restricted Subsidiary is designated as an Unrestricted Subsidiary, the aggregate fair market value of all outstanding Investments owned by NRG and its Restricted Subsidiaries in the Subsidiary designated as Unrestricted will be deemed to be an Investment made as of the time of the designation and will reduce the amount available for Restricted Payments under the covenant described above under the caption "—Restricted payments" or under one or more clauses of the definition of Permitted Investments, as determined by NRG. That designation will only be permitted if the Investment would be permitted at that time and if the Restricted Subsidiary otherwise meets the definition of an Unrestricted Subsidiary. A Responsible Officer of NRG may redesignate any Unrestricted Subsidiary to be a Restricted Subsidiary if that redesignation would not cause a Default.

NRG may designate, by a certificate executed by a Responsible Officer of NRG, any Restricted Subsidiary to be an Excluded Project Subsidiary if that designation would not cause a Default. If a Restricted Subsidiary that is not an Excluded Project Subsidiary is designated as an Excluded Project Subsidiary, the aggregate fair market value of all outstanding Investments owned by NRG and its Restricted Subsidiaries in the Subsidiary designated as an Excluded Project Subsidiary will be deemed to be an Investment made as of the time of the designation and will reduce the amount available for Restricted Payments under the covenant described above under the caption "—Restricted payments" or under one or more clauses of the definition of Permitted Investments, as determined by NRG. That designation will only be permitted if the Investment would be permitted at that time and if the Restricted Subsidiary otherwise meets the definition of an Excluded Project Subsidiary. A Responsible Officer of NRG may redesignate any Excluded Project Subsidiary to be a Restricted Subsidiary that is not an Excluded Project Subsidiary if that redesignation would not cause a Default.

**Payments for consent**

NRG will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, pay or cause to be paid any consideration to or for the benefit of any holder of notes for or as an inducement to any consent, waiver or amendment of any of the terms or provisions of the indenture, the notes or any Subsidiary Guarantee unless such consideration is offered to be paid and is paid to all holders of notes that consent, waive or agree to amend in the time frame set forth in the solicitation documents relating to such consent, waiver or agreement. Notwithstanding the foregoing, in any offer or payment of consideration for, or as an inducement to, any consent, waiver or amendment of any of the terms or provisions of the indenture, the notes or any Subsidiary Guarantee in connection with an exchange offer, NRG and any of its Restricted Subsidiaries may exclude (i) holders or beneficial owners of the notes that are not institutional "accredited investors" as defined in subparagraphs (a)(1), (2), (3) or (7) of Rule 501 under the Securities Act and (ii) holders or beneficial owners of the notes in any jurisdiction (other than the United States) where the inclusion of such holders or beneficial owners would require NRG or any such Restricted Subsidiary to comply with the registration requirements or other similar requirements under any securities laws of such jurisdiction, or the solicitation of such consent, waiver or amendment from, or the granting of such consent or waiver, or the approval of such amendment by, holders or beneficial owners in such jurisdiction would be unlawful, in each case as determined by NRG in its sole discretion.

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**Reports**

Whether or not required by the Commission's rules and regulations, so long as any notes are outstanding, NRG will furnish to the holders of notes or cause the trustee to furnish to the holders of notes, within the time periods (including any extensions thereof) specified in the Commission's rules and regulations:

- (1) all quarterly and annual reports that would be required to be filed with the Commission on Forms 10-Q and 10-K if NRG were required to file such reports; and
- (2) all current reports that would be required to be filed with the Commission on Form 8-K if NRG were required to file such reports.

All such reports will be prepared in all material respects in accordance with all of the rules and regulations applicable to such reports. Each annual report on Form 10-K will include a report on NRG's consolidated financial statements by NRG's independent registered public accounting firm. In addition, NRG will file a copy of each of the reports referred to in clauses (1) and (2) above with the Commission for public availability within the time periods specified in the rules and regulations applicable to such reports (unless the Commission will not accept such a filing). To the extent such filings are made, the reports will be deemed to be furnished to the trustee and holders of notes.

If NRG is no longer subject to the periodic reporting requirements of the Exchange Act for any reason, NRG will nevertheless continue filing the reports specified in the preceding paragraph with the Commission within the time periods specified above unless the Commission will not accept such a filing. NRG agrees that it will not take any action for the purpose of causing the Commission not to accept any such filings. If, notwithstanding the foregoing, the Commission will not accept NRG's filings for any reason, NRG will post the reports referred to in the preceding paragraph on its website within the time periods that would apply if NRG were required to file those reports with the Commission.

In addition, NRG and the Guarantors agree that, for so long as any notes remain outstanding, at any time they are not required to file the reports required by the preceding paragraphs with the Commission, they will furnish to the holders and to securities analysts and prospective investors, upon their request, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

**Events of default and remedies**

Each of the following is an Event of Default with respect to the notes:

- (1) default for 30 days in the payment when due of interest on the notes;
- (2) default in payment when due of the principal of, or premium, if any, on the notes;
- (3) failure by NRG or any of its Restricted Subsidiaries for 45 days after written notice given by the trustee or holders, to comply with any of the other agreements in the indenture;
- (4) default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by NRG or any of its Restricted Subsidiaries (or the payment of which is guaranteed by NRG or any of its Restricted Subsidiaries) whether such Indebtedness or guarantee now exists, or is created after the Issue Date, if that default:
  - (a) is caused by a failure to pay principal of, or interest or premium, if any, on such Indebtedness prior to the expiration of the grace period provided in such Indebtedness on the date of such default (a "*Payment Default*"); or
  - (b) results in the acceleration of such Indebtedness prior to its express maturity,



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and, in each case, the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been a Payment Default or the maturity of which has been so accelerated, aggregates \$150.0 million or more; *provided* that this clause (4) shall not apply to (i) secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness to a Person that is not an Affiliate of NRG; (ii) Non-Recourse Debt of NRG Peaker Finance Company LLC; and (iii) Non-Recourse Debt of NRG or any of its Subsidiaries (except to the extent that NRG or any of its Restricted Subsidiaries that are not parties to such Non-Recourse Debt becomes directly or indirectly liable, including pursuant to any contingent obligation, for any such Non-Recourse Debt and such liability, individually or in the aggregate, exceeds \$150.0 million);

(5) one or more judgments for the payment of money in an aggregate amount in excess of \$150.0 million (excluding therefrom any amount reasonably expected to be covered by insurance) shall be rendered against NRG, any Restricted Subsidiary of NRG that is not an Excluded Project Subsidiary or any combination thereof and the same shall not have been paid, discharged or stayed for a period of 60 days after such judgment became final and non-appealable;

(6) except as permitted by the indenture, any Subsidiary Guarantee shall be held in any final and non-appealable judicial proceeding to be unenforceable or invalid or shall cease for any reason to be in full force and effect or any Guarantor (or any group of Guarantors) that constitutes a Significant Subsidiary, or any Person acting on behalf of any Guarantor (or any group of Guarantors) that constitutes a Significant Subsidiary, shall deny or disaffirm its or their obligations under its or their Subsidiary Guarantee(s); and

(7) certain events of bankruptcy or insolvency described in the indenture with respect to NRG or any of its Restricted Subsidiaries (other than the Exempt Subsidiaries) that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary.

In the case of an Event of Default with respect to the notes arising from certain events of bankruptcy or insolvency with respect to NRG, any Restricted Subsidiary (other than the Exempt Subsidiaries) that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary, all notes that are outstanding will become due and payable immediately without further action or notice. If any other Event of Default occurs and is continuing, the trustee or the holders of at least 25% in principal amount of the notes that are outstanding may declare all the notes to be due and payable immediately.

Subject to certain limitations, holders of a majority in principal amount of the notes that are then outstanding may direct the trustee in its exercise of any trust or power. The trustee may withhold from holders of notes notice of any continuing Default or Event of Default if it determines that withholding notice is in their interest, except a Default or Event of Default relating to the payment of principal or interest.

Subject to the provisions of the indenture relating to the duties of the applicable trustee, in case an Event of Default occurs and is continuing under the indenture, the trustee will be under no obligation to exercise any of the rights or powers under the indenture at the request or direction of any holders of the notes unless such holders have offered to the trustee reasonable indemnity or security against any loss, liability or expense. Except to enforce the right to receive payment of principal, premium (if any) or interest when due, no holder of a note may pursue any remedy with respect to the indenture unless:

- (1) such holder has previously given the trustee notice that an Event of Default is continuing;
- (2) holders of at least 25% in aggregate principal amount of the notes that are then outstanding have requested the trustee to pursue the remedy;

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- (3) such holders have offered the trustee reasonable security or indemnity against any loss, liability or expense;
- (4) the trustee has not complied with such request within 60 days after the receipt thereof and the offer of security or indemnity; and
- (5) holders of a majority in aggregate principal amount of notes that are then outstanding have not given the trustee a direction inconsistent with such request within such 60-day period.

The holders of a majority in aggregate principal amount of the notes then outstanding by notice to the trustee may, on behalf of the holders of all of the notes, rescind an acceleration or waive any existing Default or Event of Default and its consequences under the indenture except a continuing Default or Event of Default in the payment of interest on, or the principal of, such notes.

NRG is required to deliver to the trustee annually a statement regarding compliance with the indenture. Upon becoming aware of any Default or Event of Default, NRG is required to deliver to the trustee a statement specifying such Default or Event of Default.

**No personal liability of directors, officers, employees and stockholders**

No director, officer, employee, incorporator or stockholder of NRG or any Guarantor, as such, will have any liability for any obligations of NRG or the Guarantors under the notes, the indenture or the Subsidiary Guarantees, or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each holder of notes by accepting a note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the notes. The waiver may not be effective to waive liabilities under the federal securities laws.

**Legal defeasance and covenant defeasance**

NRG may, at its option and at any time, elect to have all of its obligations discharged with respect to the notes that are outstanding and all obligations of the Guarantors of such notes discharged with respect to their Subsidiary Guarantees ("*Legal Defeasance*") except for:

- (1) the rights of holders of notes that are then outstanding to receive payments in respect of the principal of, or interest or premium on the notes when such payments are due from the trust referred to below;
- (2) NRG's obligations with respect to the notes concerning issuing temporary notes, registration of notes, mutilated, destroyed, lost or stolen notes and the maintenance of an office or agency for payment and money for security payments held in trust;
- (3) the rights, powers, trusts, duties and immunities of the trustee for the notes, and NRG's and the Guarantors' obligations in connection therewith; and
- (4) the Legal Defeasance provisions of the indenture for the notes.

In addition, NRG may, at its option and at any time, elect to have the obligations of NRG and the Guarantors released with respect to certain covenants (including its obligation to make Change of Control Offers and Asset Sale Offers) that are described in the indenture ("*Covenant Defeasance*") and thereafter any omission to comply with those covenants will not constitute a Default or Event of Default with respect to the notes. In the event Covenant Defeasance occurs, certain events (not including non-payment, bankruptcy, receivership, rehabilitation and insolvency events) described under "—Events of default and remedies" will no longer constitute an Event of Default with respect to the notes.

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In order to exercise either Legal Defeasance or Covenant Defeasance:

(1) NRG must irrevocably deposit with the trustee, in trust, for the benefit of the holders of the notes, cash in U.S. dollars, non-callable Government Securities, or a combination of cash in U.S. dollars and non-callable Government Securities, in amounts as will be sufficient, in the opinion of a nationally recognized investment bank, appraisal firm or firm of independent public accountants to pay the principal of, or interest and premium on such notes that are then outstanding on the Stated Maturity or on the applicable redemption date, as the case may be, and NRG must specify whether such notes are being defeased to maturity or to a particular redemption date;

(2) in the case of Legal Defeasance, NRG has delivered to the trustee an opinion of counsel reasonably acceptable to the trustee confirming that (a) NRG has received from, or there has been published by, the Internal Revenue Service a ruling or (b) since the Issue Date, there has been a change in the applicable federal income tax law, in either case to the effect that, and based thereon such opinion of counsel will confirm that, the holders of the notes that are then outstanding will not recognize income, gain or loss for federal income tax purposes as a result of such Legal Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(3) in the case of Covenant Defeasance, NRG has delivered to the trustee an opinion of counsel reasonably acceptable to the trustee confirming that the holders of notes that are then outstanding will not recognize income, gain or loss for federal income tax purposes as a result of such Covenant Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(4) no Default or Event of Default with respect to the notes has occurred and is continuing on the date of such deposit (other than a Default or Event of Default resulting from the borrowing of funds to be applied to such deposit);

(5) such Legal Defeasance or Covenant Defeasance will not result in a breach or violation of, or constitute a default under any material agreement or instrument (other than the indenture) to which NRG or any of its Subsidiaries is a party or by which NRG or any of its Subsidiaries is bound;

(6) NRG must deliver to the trustee an officers' certificate stating that the deposit was not made by NRG with the intent of preferring the holders of notes over the other creditors of NRG with the intent of defeating, hindering, delaying or defrauding creditors of NRG or others; and

(7) NRG must deliver to the trustee an officers' certificate and an opinion of counsel, each stating that all conditions precedent relating to the Legal Defeasance or the Covenant Defeasance have been complied with.

**Amendment, supplement and waiver**

Except as provided in the next two succeeding paragraphs, the indenture or the notes outstanding thereunder may be amended or supplemented with the consent of the holders of at least a majority in principal amount of notes then outstanding (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, the notes), and any existing default or compliance with any provision of the indenture or the notes outstanding thereunder may be waived with the consent of the holders of a majority in principal amount of the notes that are then outstanding (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, the notes).

Without the consent of each holder of notes affected, an amendment or waiver may not (with respect to any such notes held by a non-consenting holder):

- (1) reduce the principal amount of such notes whose holders must consent to an amendment, supplement or waiver;
- (2) reduce the principal of or change the fixed maturity of any such note or alter the provisions with respect to the redemption of such notes (other than provisions relating to the covenants described above under the caption "—Repurchase at the option of holders");
- (3) reduce the rate of or change the time for payment of interest on any such note;
- (4) waive a Default or Event of Default in the payment of principal of, or interest or premium on such notes (except a rescission of acceleration of such notes by the holders of at least a majority in aggregate principal amount of such notes and a waiver of the payment default that resulted from such acceleration);
- (5) make any such note payable in currency other than that stated in such notes;
- (6) make any change in the provisions of the indenture relating to waivers of past Defaults or the rights of holders of such notes to receive payments of principal of, or interest or premium on such notes;
- (7) waive a redemption payment with respect to any such note (other than a payment required by one of the covenants described above under the caption "—Repurchase at the option of holders"); or
- (8) make any change in the preceding amendment and waiver provisions.

Notwithstanding the preceding, without the consent of any holder of notes, NRG, the Guarantors and the trustee may amend or supplement the indenture or the notes:

- (1) to cure any ambiguity, defect or inconsistency;
- (2) to provide for uncertificated notes in addition to or in place of certificated notes;
- (3) to provide for the assumption of NRG's obligations to holders of notes in the case of a merger or consolidation or sale of all or substantially all of NRG's assets;
- (4) to make any change that would provide any additional rights or benefits to the holders of notes or that does not adversely affect the legal rights under any indenture of any such holder;
- (5) to comply with requirements of the Commission in order to effect or maintain the qualification of any indenture under the Trust Indenture Act;
- (6) to conform the text of the indenture or the notes to any provision of this "Description of the notes" to the extent that such provision in this "Description of the notes" was intended to be a verbatim recitation of a provision of the indenture or the notes;

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- (7) to evidence and provide for the acceptance and appointment under the indenture of a successor trustee pursuant to the requirements thereof;
- (8) to provide for the issuance of additional notes in accordance with the limitations set forth in the indenture as of the date hereof; or
- (9) to allow any Guarantor to execute a supplemental indenture and/or a Subsidiary Guarantee with respect to the notes.

**Satisfaction and discharge**

The indenture will be discharged and will cease to be of further effect as to all notes issued thereunder, when:

(1) either:

(a) all such notes that have been authenticated, except lost, stolen or destroyed notes that have been replaced or paid and notes for whose payment money has been deposited in trust and thereafter repaid to NRG, have been delivered to the trustee for such notes for cancellation; or

(b) all such notes that have not been delivered to the trustee for cancellation have become due and payable by reason of the mailing of a notice of redemption or otherwise or will become due and payable within one year and NRG or any Guarantor has irrevocably deposited or caused to be deposited with the trustee as trust funds in trust solely for the benefit of the holders of notes, cash in U.S. dollars, non-callable Government Securities, or a combination of cash in U.S. dollars and non-callable Government Securities, in amounts as will be sufficient, without consideration of any reinvestment of interest, to pay and discharge the entire indebtedness on the notes not delivered to the trustee for cancellation for principal, premium and accrued interest to the date of maturity or redemption;

(2) no Default or Event of Default under the indenture has occurred and is continuing on the date of the deposit (other than a Default or Event of Default resulting from the borrowing of funds to be applied to such deposit) and the deposit will not result in a breach or violation of, or constitute a default under, any other instrument to which NRG or any Guarantor is a party or by which NRG or any Guarantor is bound;

(3) NRG or any Guarantor has paid or caused to be paid all sums payable by it under the indenture; and

(4) NRG has delivered irrevocable instructions to the trustee under the indenture to apply the deposited money toward the payment of the notes at maturity or the redemption date, as the case may be.

In addition, NRG must deliver an officers' certificate and an opinion of counsel to the trustee stating that all conditions precedent to satisfaction and discharge have been satisfied.

**Concerning the trustee**

If the trustee becomes a creditor of NRG or any Guarantor, the indenture limits its right to obtain payment of claims in certain cases, or to realize on certain property received in respect of any such claim as security or otherwise. The trustee will be permitted to engage in other transactions; *however*, if it acquires any conflicting interest it must eliminate such conflict within 90 days, apply to the Commission for permission to continue (if such indenture has been qualified under the Trust Indenture Act) or resign.

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The holders of a majority in principal amount of the notes that are outstanding will have the right to direct the time, method and place of conducting any proceeding for exercising any remedy available to the trustee, subject to certain exceptions. The indenture provides that in case an Event of Default occurs and is continuing, the trustee will be required, in the exercise of its power, to use the degree of care of a prudent man in the conduct of his own affairs. Subject to such provisions, the trustee will be under no obligation to exercise any of its rights or powers under the indenture at the request of any holder of notes, unless such holder has offered to the trustee security and indemnity satisfactory to it against any loss, liability or expense.

### **Additional information**

Anyone who receives this prospectus may obtain a copy of the indenture and the registration rights agreement without charge by writing to NRG Energy, Inc., 211 Carnegie Center, Princeton, NJ 08540, Attention: Investor Relations.

### **Certain definitions**

Set forth below are certain defined terms used in the indenture. Reference is made to the indenture for a full disclosure of all such terms, as well as any other capitalized terms used herein for which no definition is provided.

"*Acquired Debt*" means, with respect to any specified Person:

- (1) Indebtedness of any other Person or asset existing at the time such other Person or asset is merged with or into, is acquired by, or became a Subsidiary of such specified Person, as the case may be, whether or not such Indebtedness is incurred in connection with, or in contemplation of, such other Person merging with or into, or becoming a Restricted Subsidiary of, such specified Person; and
- (2) Indebtedness secured by a Lien encumbering any asset acquired by such specified Person.

"*Affiliate*" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control," as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise; *provided* that beneficial ownership of 10% or more of the Voting Stock of a Person will be deemed to be control. For purposes of this definition, the terms "controlling," "controlled by" and "under common control with" have correlative meanings.

"*Applicable Law*" shall mean, as to any Person, any ordinance, law, treaty, rule or regulation or determination by an arbitrator or a court or other Governmental Authority, including ERCOT, in each case, applicable to or binding on such Person or any of its property or assets or to which such Person or any of its property is subject.

"*Applicable Premium*" means, with respect to any note on any redemption date, the greater of:

- (1) 1.0% of the principal amount of such note; or
- (2) the excess of:
  - (a) the present value at such redemption date of (i) the payment of principal on the maturity date of the note *plus* (ii) all required interest payments due on the note through the maturity thereof (excluding accrued but unpaid interest to the redemption date), computed using a discount rate equal to the Treasury Rate as of such redemption date plus 50 basis points; over

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(b) the principal amount of the note.

"*Asset Sale*" means:

(1) the sale, lease (other than an operating lease), conveyance or other disposition of any assets or rights; *provided* that the sale, conveyance or other disposition of all or substantially all of the assets of NRG and its Restricted Subsidiaries taken as a whole will be governed by the provisions of the indenture described above under the caption "—Repurchase at the option of holders—Change of control triggering event" and/or the provisions described above under the caption "—Certain covenants—merger, consolidation or sale of assets" and not by the provisions of the covenant described above under the caption "—Repurchase at the option of holders—Asset sales;" and

(2) the issuance of Equity Interests in any of NRG's Restricted Subsidiaries or the sale of Equity Interests in any of its Subsidiaries.

Notwithstanding the preceding, none of the following items will be deemed to be an Asset Sale:

(1) any single transaction or series of related transactions for which NRG or its Restricted Subsidiaries receive aggregate consideration of less than \$100.0 million;

(2) a transfer of assets or Equity Interests between or among NRG and its Restricted Subsidiaries;

(3) an issuance of Equity Interests by a Restricted Subsidiary of NRG to NRG or to a Restricted Subsidiary of NRG;

(4) the sale or lease of products or services and any sale or other disposition of damaged, worn-out or obsolete assets;

(5) the sale or discount, in each case without recourse, of accounts receivable, but only in connection with the compromise or collection thereof;

(6) the licensing of intellectual property;

(7) the sale, lease, conveyance or other disposition for value of energy, fuel or emission credits or contracts for any of the foregoing;

(8) the sale or other disposition of cash or Cash Equivalents;

(9) a Restricted Payment that does not violate the covenant described above under the caption "—Certain covenants—Restricted payments" or a Permitted Investment;

(10) to the extent allowable under Section 1031 of the Internal Revenue Code of 1986, any exchange of like property (excluding any "boot" thereon) for use in a Permitted Business;

(11) a disposition of assets in connection with a foreclosure, transfer or deed in lieu of foreclosure or other exercise of remedial action; and

(12) any sale and leaseback transaction that is a Permitted Tax Lease.

"*Asset Sale Offer*" has the meaning assigned to that term in the indenture governing the notes.

"*Attributable Debt*" in respect of a sale and leaseback transaction means, at the time of determination, the present value of the obligation of the lessee for net rental payments during the remaining term of the lease included in such sale and leaseback transaction including any period for which such lease has been extended or may, at the option of the lessor, be extended. Such present value shall be calculated using a discount rate equal to the rate of interest implicit in such transaction, determined in accordance with GAAP; *provided, however*, that if such sale and leaseback transaction

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results in a Capital Lease Obligation, the amount of Indebtedness represented thereby will be determined in accordance with the definition of "Capital Lease Obligation."

"Beneficial Owner" has the meaning assigned to such term in Rule 13d-3 and Rule 13d-5 under the Exchange Act. The terms "Beneficially Owns" and "Beneficially Owned" have a corresponding meaning.

"Board of Directors" means:

- (1) with respect to a corporation, the board of directors of the corporation or any committee thereof duly authorized to act on behalf of such board;
- (2) with respect to a partnership, the Board of Directors of the general partner of the partnership;
- (3) with respect to a limited liability company, the managing member or members or any controlling committee of managing members thereof; and
- (4) with respect to any other Person, the board or committee of such Person serving a similar function.

"Capital Lease Obligation" means, at the time any determination is to be made, the amount of the liability in respect of a capital lease that would at that time be required to be capitalized on a balance sheet in accordance with GAAP, and the Stated Maturity thereof shall be the date of the last payment of rent or any other amount due under such lease prior to the first date upon which such lease may be prepaid by the lessee without payment of a penalty.

"Capital Stock" means:

- (1) in the case of a corporation, corporate stock;
- (2) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock;
- (3) in the case of a partnership or limited liability company, partnership interests (whether general or limited) or membership interests; and
- (4) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person, but excluding from all of the foregoing any debt securities convertible into Capital Stock, whether or not such debt securities include any right of participation with Capital Stock.

"Cash Equivalents" means:

- (1) United States dollars, Euros or, in the case of any Foreign Subsidiary, any local currencies held by it from time to time;
- (2) (i) securities issued or directly and fully guaranteed or insured by the United States government or any agency or instrumentality of the United States government (*provided* that the full faith and credit of the United States is pledged in support of those securities) and (ii) debt obligations issued by the Government National Mortgage Association, Farm Credit System, Federal Home Loan Banks, Federal Home Loan Mortgage Corporation, Financing Corporation and Resolution Funding Corporation, in each case, having maturities of not more than 12 months from the date of acquisition;
- (3) certificates of deposit and eurodollar time deposits with maturities of six months or less from the date of acquisition, bankers' acceptances with maturities not exceeding 12 months and overnight bank deposits, in each case, with any domestic commercial bank having capital and surplus in excess of \$500.0 million and whose long-term debt, or whose parent company's



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long-term debt, has a rating of A2 or higher from Moody's and A or higher from S&P or, if Moody's and S&P do not rate the relevant bank, an equivalent rating issued by an equivalent non-U.S. rating agency, if any;

(4) repurchase obligations with a term of not more than seven days for underlying securities of the types described in clauses (2) and (3) above entered into with any financial institution meeting the qualifications specified in clause (3) above;

(5) commercial paper and auction rate securities having one of the two highest ratings obtainable from Moody's or S&P and in each case maturing within 12 months after the date of acquisition;

(6) readily marketable direct obligations issued by any state of the United States or any political subdivision thereof, in either case having one of the two highest rating categories obtainable from either Moody's or S&P; and

(7) money market funds that invest primarily in securities described in clauses (1) through (6) of this definition.

"*Change of Control*" means the occurrence of any of the following:

(1) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of NRG and its Subsidiaries taken as a whole to any "person" (as that term is used in Section 13(d) of the Exchange Act, but excluding any employee benefit plan of NRG or any of its Restricted Subsidiaries, and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of such plan);

(2) the adoption of a plan relating to the liquidation or dissolution of NRG;

(3) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any "person" (as defined above), other than a corporation owned directly or indirectly by the stockholders of NRG in substantially the same proportion as their ownership of stock of NRG prior to such transaction, becomes the Beneficial Owner, directly or indirectly, of more than 50% of the Voting Stock of NRG, measured by voting power rather than number of shares; or

(4) the first day on which a majority of the members of the Board of Directors of NRG are not Continuing Directors.

"*Change of Control Offer*" has the meaning assigned to it in the indenture governing the notes.

"*Change of Control Triggering Event*" means (i) a Change of Control has occurred and (ii) the notes are downgraded by either S&P or Moody's on any date during the period commencing 60 days prior to the consummation of such Change of Control and ending 60 days following consummation of such Change of Control.

"*Concurrent Cash Distributions*" has the meaning assigned to it in the definition of "Investments."

"*Consolidated Cash Flow*" means, with respect to any specified Person for any period, the Consolidated Net Income of such Person for such period plus, without duplication:

(1) an amount equal to any extraordinary loss (including any loss on the extinguishment or conversion of Indebtedness) plus any net loss realized by such Person or any of its Restricted Subsidiaries in connection with an Asset Sale (without giving effect of the threshold provided in the definition thereof), to the extent such losses were deducted in computing such Consolidated Net Income; *plus*

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(2) provision for taxes based on income or profits of such Person and its Restricted Subsidiaries for such period, to the extent that such provision for taxes was deducted in computing such Consolidated Net Income; *plus*

(3) the Fixed Charges of such Person and its Restricted Subsidiaries for such period, to the extent that such Fixed Charges were deducted in computing such Consolidated Net Income; *plus*

(4) any expenses or charges related to any equity offering, Permitted Investment, acquisition, disposition, recapitalization or Indebtedness permitted to be incurred by the indenture including a refinancing thereof (whether or not successful), including such fees, expenses or charges related to the offering of the notes and the Credit Agreement, and deducted in computing Consolidated Net Income; *plus*

(5) any professional and underwriting fees related to any equity offering, Permitted Investment, acquisition, recapitalization or Indebtedness permitted to be incurred under the indenture and, in each case, deducted in such period in computing Consolidated Net Income; *plus*

(6) the amount of any minority interest expense deducted in calculating Consolidated Net Income (less the amount of any cash dividends paid to the holders of such minority interests); *plus*

(7) any non cash gain or loss attributable to Mark to Market Adjustments in connection with Hedging Obligations; *plus*

(8) without duplication, any writeoffs, writedowns or other non-cash charges reducing Consolidated Net Income for such period, excluding any such charge that represents an accrual or reserve for a cash expenditure for a future period; *plus*

(9) all items classified as extraordinary, unusual or nonrecurring non-cash losses or charges (including, without limitation, severance, relocation and other restructuring costs), and related tax effects according to GAAP to the extent such non-cash charges or losses were deducted in computing such Consolidated Net Income; *plus*

(10) depreciation, depletion, amortization (including amortization of intangibles but excluding amortization of prepaid cash expenses that were paid in a prior period) and other non-cash charges and expenses (excluding any such non-cash expense to the extent that it represents an accrual of or reserve for cash expenses in any future period or amortization of a prepaid cash expense that was paid in a prior period) of such Person and its Restricted Subsidiaries for such period to the extent that such depreciation, depletion, amortization and other non-cash expenses were deducted in computing such Consolidated Net Income; *minus*

(11) non-cash items increasing such Consolidated Net Income for such period, other than the accrual of revenue in the ordinary course of business; in each case, on a consolidated basis and determined in accordance with GAAP (including, without limitation, any increase in amortization or depreciation or other non-cash charges resulting from the application of purchase accounting in relation to any acquisition that is consummated after the Issue Date; *minus*

(12) interest income for such period;

*provided, however*, that Consolidated Cash Flow of NRG will exclude the Consolidated Cash Flow attributable to (i) Excluded Subsidiaries to the extent that the declaration or payment of dividends or similar distributions by the Excluded Subsidiary of that Consolidated Cash Flow is not, as a result of an Excluded Subsidiary Debt Default, then permitted by operation of the terms of the relevant Excluded Subsidiary Debt Agreement (*provided* that the Consolidated Cash Flow of the Excluded Subsidiary will only be so excluded for that portion of the period during which the condition described in the preceding proviso has occurred and is continuing), and (ii) for purposes of the covenant described

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above under the caption "—Certain covenants—Restricted payments" only, Excluded Project Subsidiaries.

"*Consolidated Interest Expense*" means, with respect to any Person for any period, the consolidated cash interest expense of such Person and its Restricted Subsidiaries (other than Excluded Project Subsidiaries) for such period, whether paid or accrued (including, without limitation, the interest component of any deferred payment obligations, the interest component of all payments associated with Capital Lease Obligations, imputed interest with respect to Attributable Debt, commissions, discounts and other fees and charges incurred in respect of letter of credit or bankers' acceptance financings, and net payments (if any) pursuant to interest rate Hedging Obligations, but not including amortization of original issue discount and other non-cash interest payments), net of cash interest income. For purposes of the foregoing, interest expense shall be determined after giving effect to any net payments made or received by NRG or any Restricted Subsidiary (other than an Excluded Project Subsidiary) with respect to any interest rate hedging agreements.

"*Consolidated Net Income*" means, with respect to any specified Person for any period, the aggregate of the Net Income of such Person and its Restricted Subsidiaries for such period, on a consolidated basis, determined in accordance with GAAP; *provided* that:

- (1) the Net Income of any Person that is not a Restricted Subsidiary or that is accounted for by the equity method of accounting will be included only to the extent of the amount of dividends or similar distributions (including pursuant to other intercompany payments but excluding Concurrent Cash Distributions) paid in cash to the specified Person or a Restricted Subsidiary of the Person;
- (2) for purposes of the covenant described above under the caption "—Certain covenants—Restricted payments" only, the Net Income of any Restricted Subsidiary will be excluded to the extent that the declaration or payment of dividends or similar distributions by that Restricted Subsidiary of that Net Income is not at the date of determination permitted without any prior governmental approval (that has not been obtained) or, directly or indirectly, by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to that Restricted Subsidiary or its stockholders;
- (3) the cumulative effect of a change in accounting principles will be excluded;
- (4) any net after-tax non-recurring or unusual gains, losses (less all fees and expenses relating thereto) or other charges or revenue or expenses (including, without limitation, relating to severance, relocation and one-time compensation charges) shall be excluded;
- (5) any non-cash compensation expense recorded from grants of stock appreciation or similar rights, stock options, restricted stock or other rights to officers, directors or employees shall be excluded, whether under FASB 123R or otherwise;
- (6) any net after-tax income (loss) from disposed or discontinued operations and any net after-tax gains or losses on disposal of disposed or discontinued operations shall be excluded;
- (7) any gains or losses (less all fees and expenses relating thereto) attributable to asset dispositions shall be excluded; and
- (8) any impairment charge or asset write-off pursuant to Financial Accounting Statement No. 142 and No. 144 or any successor pronouncement shall be excluded.

"*Continuing Director*" means, as of any date of determination, any member of the Board of Directors of NRG who:

- (1) was a member of such Board of Directors on the Issue Date; or

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(2) was nominated for election or elected to such Board of Directors with the approval of a majority of the Continuing Directors who were members of such Board at the time of such nomination or election.

"*Contribution Indebtedness*" means Indebtedness of NRG in an aggregate principal amount not to exceed two times the aggregate amount of cash received by NRG after the Issue Date from the sale of its Equity Interests (other than Disqualified Stock) or as a contribution to its common equity capital (in each case, other than to or from a Subsidiary of NRG); *provided* that such Indebtedness (a) is incurred within 180 days after the sale of such Equity Interests or the making of such capital contribution and (b) is designated as "Contribution Indebtedness" pursuant to an officers' certificate on the date of its incurrence. Any sale of Equity Interests or capital contribution that forms the basis for an incurrence of Contribution Indebtedness will not be considered to be a sale of Qualifying Equity Interests and will be disregarded for purposes of the "Restricted Payments" covenant.

"*Credit Agreement*" means the Third Amended and Restated Credit Agreement, dated June 30, 2010, among NRG, the lenders party thereto, Citicorp North America, Inc., as administrative agent and collateral agent, and various other parties acting as joint bookrunner, joint lead arranger or in various agency capacities, as described in this prospectus under the heading "Description of certain other indebtedness and preferred stock."

"*Credit Facilities*" means (i) one or more debt facilities (including, without limitation, the Credit Agreement) or commercial paper facilities, in each case with banks or other institutional lenders providing for revolving credit loans, term loans, credit-linked deposits (or similar deposits) receivables financing (including through the sale of receivables to such lenders or to special purpose entities formed to borrow from such lenders against such receivables) or letters of credit and (ii) debt securities sold to institutional investors, in each case, as amended, restated, modified, renewed, refunded, replaced or refinanced (including by means of sales of debt securities to institutional investors) in whole or in part from time to time.

"*Debt to Cash Flow Ratio*" means, as of any date of determination (for purposes of this definition, the "*Calculation Date*"), the ratio of (a) the Total Debt of NRG as of such date to (b) the Consolidated Cash Flow of NRG for the four most recent full fiscal quarters ending immediately prior to such date for which financial statements are publicly available. For purposes of making the computation referred to above:

(1) Investments and acquisitions that have been made by NRG or any of its Restricted Subsidiaries, including through mergers or consolidations, or any Person or any of its Restricted Subsidiaries acquired by NRG or any of its Restricted Subsidiaries, and including any related financing transactions and including increases in ownership of Restricted Subsidiaries, during the four-quarter reference period or subsequent to such reference period and on or prior to the Calculation Date will be given pro forma effect (in accordance with Regulation S-X under the Securities Act, but including all Pro Forma Cost Savings) as if they had occurred on the first day of the four-quarter reference period;

(2) the Consolidated Cash Flow attributable to discontinued operations, as determined in accordance with GAAP, and operations or businesses (and ownership interests therein) disposed of prior to the Calculation Date, will be excluded;

(3) any Person that is a Restricted Subsidiary on the Calculation Date will be deemed to have been a Restricted Subsidiary at all times during such four-quarter period;

(4) any Person that is not a Restricted Subsidiary on the Calculation Date will be deemed not to have been a Restricted Subsidiary at any time during such four-quarter period; and

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(5) the Consolidated Cash Flow attributable to Excluded Project Subsidiaries will be excluded for purposes of all calculations required by this definition.

"*Default*" means any event that is, or with the passage of time or the giving of notice or both would be, an Event of Default.

"*Designated Noncash Consideration*" means the fair market value of non-cash consideration received by NRG or any person who is an Affiliate of the Company as a result of the Company's ownership of Equity Interests in such Person in connection with an Asset Sale that is so designated as Designated Noncash Consideration pursuant to an officers' certificate, setting forth the basis of such valuation, executed by a senior financial officer of NRG, less the amount of cash or Cash Equivalents received in connection with a subsequent sale of such Designated Noncash Consideration.

"*Disqualified Stock*" means any Capital Stock that, by its terms (or by the terms of any security into which it is convertible, or for which it is exchangeable, in each case at the option of the holder of the Capital Stock), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or redeemable at the option of the holder of the Capital Stock, in whole or in part, on or prior to the date that is 91 days after the date on which the notes mature. Notwithstanding the preceding sentence, any Capital Stock that would constitute Disqualified Stock solely because the holders of the Capital Stock have the right to require NRG to repurchase such Capital Stock upon the occurrence of a change of control or an asset sale will not constitute Disqualified Stock if the terms of such Capital Stock provide that NRG may not repurchase or redeem any such Capital Stock pursuant to such provisions unless such repurchase or redemption complies with the covenant described above under the caption "*Certain covenants—Restricted payments.*" The amount of Disqualified Stock deemed to be outstanding at any time for purposes of the indenture will be the maximum amount that NRG and its Restricted Subsidiaries may become obligated to pay upon the maturity of, or pursuant to any mandatory redemption provisions of, such Disqualified Stock, exclusive of accrued dividends.

"*Domestic Subsidiary*" means any Restricted Subsidiary of NRG that was formed under the laws of the United States or any state of the United States or the District of Columbia or that guarantees or otherwise provides direct credit support for any Indebtedness of NRG.

"*Environmental CapEx Debt*" shall mean Indebtedness of NRG or its Restricted Subsidiaries incurred for the purpose of financing Environmental Capital Expenditures.

"*Environmental Capital Expenditures*" shall mean capital expenditures deemed necessary by NRG or its Restricted Subsidiaries to comply with Environmental Laws.

"*Environmental Law*" shall mean any applicable Federal, state, foreign or local statute, law, rule, regulation, ordinance, code and rule of common law now or hereafter in effect and in each case as amended, and any binding judicial or administrative interpretation thereof, including any binding judicial or administrative order, consent decree or judgment, relating to the environment, human health or safety or Hazardous Materials.

"*Equity Interests*" means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock).

"*ERCOT*" means the Electric Reliability Council of Texas.

"*Exchange Notes*" means the exchange notes to be issued pursuant to the registration rights agreement.

"*Excluded Foreign Subsidiary*" means, at any time, any Foreign Subsidiary that is (or is treated as) for United States federal income tax purposes either (1) a corporation or (2) a pass-through entity owned directly or indirectly by another Foreign Subsidiary that is (or is treated as) a corporation;

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provided that notwithstanding the foregoing, the following entities will be deemed to be "Excluded Foreign Subsidiaries": Sterling Luxembourg (No. 4) S.a.r.l., NRG Pacific Corporate Services Pty Ltd. and Tosli Acquisition B.V. and any subsidiary of Tosli Acquisition BV incorporated or formed in connection with the Itiquira Refinancing.

"Excluded Proceeds" means any Net Proceeds of an Asset Sale involving:

- (1) the sale of up to \$300.0 million in the aggregate received since the Issue Date from one or more Asset Sales of Equity Interests in, or property or assets of, any Foreign Subsidiaries or any Foreign Subsidiary Holding Company; and
- (2) the sale of up to \$50.0 million of assets per year,

in either event if and to the extent such Net Proceeds are designated by a Responsible Officer of NRG as Excluded Proceeds.

"Excluded Project Subsidiary" shall mean, at any time,

- (1) each Subsidiary of NRG that is an obligor or otherwise bound with respect to Non-Recourse Debt on the Issue Date,
- (2) any Person that becomes a Subsidiary of NRG after the Issue Date that is an obligor or otherwise bound with respect to Indebtedness that constitutes Non-Recourse Debt and that is not an obligor with respect to any other Indebtedness,
- (3) any Person that is a Subsidiary of NRG on the Issue Date or any Person that becomes a Subsidiary of NRG after the Issue Date and that, in each case, has been designated, by a certificate executed by a Responsible Officer of NRG, as an Excluded Project Subsidiary dedicated to constructing or acquiring power generation facilities or related or ancillary assets or properties that are to be financed only with equity contributions and Non-Recourse Debt (and not any other Indebtedness), and
- (4) any Subsidiary of NRG that (i) has been released as a Guarantor under the indenture pursuant to clause (7) of the third paragraph under the heading "Subsidiary Guarantees" or (ii), in the case of newly acquired or formed Subsidiaries, is not otherwise required to execute a Guarantee under the indenture as set forth under the heading "Additional Subsidiary Guarantees."

"Excluded Subsidiaries" means the Excluded Project Subsidiaries, the Excluded Foreign Subsidiaries and the Immaterial Subsidiaries.

"Excluded Subsidiary Debt Agreement" means the agreement or documents governing the relevant Indebtedness referred to in the definition of "Excluded Subsidiary Debt Default."

"Excluded Subsidiary Debt Default" means, with respect to any Excluded Subsidiary, the failure of such Excluded Subsidiary to pay any principal or interest or other amounts due in respect of any Indebtedness, when and as the same shall become due and payable, or the occurrence of any other event or condition that results in any Indebtedness of such Excluded Subsidiary becoming due prior to its scheduled maturity or that enables or permits (with or without the giving of notice, lapse of time or both) the holder or holders of such Indebtedness or any trustee or agent on its or their behalf to cause such Indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity.

"Exempt Subsidiaries" means, collectively, NRG Ilion LP LLC, NRG Ilion Limited Partnership, Meriden Gas Turbine LLC, LSP-Nelson Energy LLC, NRG Nelson Turbines LLC, NRG Jackson Valley Energy I, Inc., NRG McClain LLC, NRG Audrain Holding LLC, NRG Audrain Generating LLC, NRG Peaker Finance Company LLC, Bayou Cove Peaking Power, LLC, Big Cajun I Peaking

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Power LLC, NRG Rockford LLC, NRG Rockford II LLC, NRG Rockford Equipment II LLC, NRG Sterlington Power LLC and NRG Rockford Acquisition LLC.

"*Existing Indebtedness*" means Indebtedness of NRG and its Subsidiaries (other than the Indebtedness under the Credit Agreement) in existence on the Issue Date, until such amounts are repaid.

"*Existing Indenture*" means the indenture governing NRG's outstanding 8.500% Senior Notes due 2019.

"*Existing Senior Notes*" means all notes issued pursuant to the indentures governing NRG's outstanding 7.250% senior notes due 2014, 7.375% senior notes due 2016, 7.375% senior notes due 2017, 8.500% senior notes due 2019 and 8.250% senior notes due 2020.

"*Facility*" means a power or energy related facility.

"*fair market value*" means the value that would be paid by a willing buyer to an unaffiliated willing seller in a transaction not involving distress or necessity of either party, determined in good faith by a Responsible Officer of NRG.

"*Fixed Charge Coverage Ratio*" means with respect to any specified Person for any period, the ratio of the Consolidated Cash Flow of such Person for such period to the Fixed Charges of such Person for such period. In the event that the specified Person or any of its Restricted Subsidiaries incurs, assumes, Guarantees, repays, repurchases, redeems, defeases or otherwise discharges any Indebtedness (other than ordinary working capital borrowings) or issues, repurchases or redeems preferred stock subsequent to the commencement of the period for which the Fixed Charge Coverage Ratio is being calculated and on or prior to the date on which the event for which the calculation of the Fixed Charge Coverage Ratio is made (for purposes of this definition, the "*Calculation Date*"), then the Fixed Charge Coverage Ratio will be calculated giving pro forma effect to such incurrence, assumption, Guarantee, repayment, repurchase, redemption, defeasance or other discharge of Indebtedness, or such issuance, repurchase or redemption of preferred stock, and the use of the proceeds therefrom, as if the same had occurred at the beginning of the applicable four-quarter reference period.

In addition, for purposes of calculating the Fixed Charge Coverage Ratio:

- (1) Investments and acquisitions that have been made by the specified Person or any of its Restricted Subsidiaries, including through mergers or consolidations, or any Person or any of its Restricted Subsidiaries acquired by the specified Person or any of its Restricted Subsidiaries, and including any related financing transactions and including increases in ownership of Restricted Subsidiaries, during the four-quarter reference period or subsequent to such reference period and on or prior to the Calculation Date will be given pro forma effect (in accordance with Regulation S-X under the Securities Act, but including all Pro Forma Cost Savings) as if they had occurred on the first day of the four-quarter reference period and Consolidated Cash Flow for such reference period will be calculated on the same pro forma basis;
- (2) the Consolidated Cash Flow attributable to discontinued operations, as determined in accordance with GAAP, and operations or businesses (and ownership interests therein) disposed of prior to the Calculation Date, will be excluded;
- (3) the Fixed Charges attributable to discontinued operations, as determined in accordance with GAAP, and operations or businesses (and ownership interests therein) disposed of prior to the Calculation Date, will be excluded, but only to the extent that the obligations giving rise to such Fixed Charges will not be obligations of the specified Person or any of its Restricted Subsidiaries following the Calculation Date;

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(4) any Person that is a Restricted Subsidiary on the Calculation Date will be deemed to have been a Restricted Subsidiary at all times during such four-quarter period;

(5) any Person that is not a Restricted Subsidiary on the Calculation Date will be deemed not to have been a Restricted Subsidiary at any time during such four-quarter period; and

(6) if any Indebtedness that is being incurred on the Calculation Date bears a floating rate of interest, the interest expense on such Indebtedness will be calculated as if the rate in effect on the Calculation Date had been the applicable rate for the entire period (taking into account any Hedging Obligation applicable to such Indebtedness).

If since the beginning of such period any Person (that subsequently became a Restricted Subsidiary or was merged with or into NRG or any Restricted Subsidiary since the beginning of such period) shall have made any Investment, acquisition, disposition, merger, consolidation or disposed operation that would have required adjustment pursuant to this definition, then the Fixed Charge Coverage Ratio shall be calculated giving pro forma effect thereto (including any Pro Forma Cost Savings) for such period as if such Investment, acquisition or disposition, or classification of such operation as discontinued had occurred at the beginning of the applicable four-quarter period.

"Fixed Charges" means, with respect to any specified Person for any period, the sum, without duplication, of:

(1) the consolidated interest expense of such Person and its Restricted Subsidiaries (other than interest expense of any Excluded Subsidiary the Consolidated Cash Flow of which is excluded from the Consolidated Cash Flow of such Person pursuant to the definition of "Consolidated Cash Flow") for such period, whether paid or accrued, including, without limitation, amortization of debt issuance costs and original issue discount, non-cash interest payments, the interest component of any deferred payment obligations, the interest component of all payments associated with Capital Lease Obligations, imputed interest with respect to Attributable Debt, and net of the effect of all payments made or received pursuant to Hedging Obligations in respect of interest rates; *plus*

(2) the consolidated interest of such Person and its Restricted Subsidiaries that was capitalized during such period; *plus*

(3) any interest accruing on Indebtedness of another Person that is Guaranteed by such Person or one of its Restricted Subsidiaries or secured by a Lien on assets of such Person or one of its Restricted Subsidiaries, whether or not such Guarantee or Lien is called upon; *plus*

(4) the product of (a) all dividends, whether paid or accrued and whether or not in cash, on any series of preferred stock of such Person or any of its Restricted Subsidiaries, other than dividends on Equity Interests payable in Equity Interests of NRG (other than Disqualified Stock) or to NRG or a Restricted Subsidiary of NRG, times (b) a fraction, the numerator of which is one and the denominator of which is one minus the then current combined federal, state and local statutory tax rate of such Person, expressed as a decimal, in each case, on a consolidated basis and in accordance with GAAP; *minus*

(5) interest income for such period.

"Foreign Subsidiary" means any Restricted Subsidiary that is not a Domestic Subsidiary.

"Foreign Subsidiary Holding Company" means any Domestic Subsidiary that is a direct parent of one or more Foreign Subsidiaries and holds, directly or indirectly, no other assets other than Equity Interests of Foreign Subsidiaries and other de minimis assets related thereto.

"GAAP" means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in



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such other statements by such other entity as have been approved by a significant segment of the accounting profession, which are in effect from time to time; *provided, however*, that if any operating lease would be recharacterized as a capital lease due to changes in the accounting treatment of such operating leases under GAAP since the Issue Date, then solely with respect to the accounting treatment of any such lease, GAAP shall be interpreted as it was in effect on the Issue Date.

"*Guarantee*" means a guarantee other than by endorsement of negotiable instruments for collection in the ordinary course of business, direct or indirect, in any manner including, without limitation, by way of a pledge of assets or through letters of credit or reimbursement agreements in respect thereof, of all or any part of any Indebtedness (whether arising by virtue of partnership arrangements, or by agreements to keep-well, to purchase assets, goods, securities or services, to take or pay or to maintain financial statement conditions or otherwise).

"*Guarantors*" means each of:

- (1) NRG's Restricted Subsidiaries other than the Excluded Foreign Subsidiaries, the Excluded Project Subsidiaries, and the Immaterial Subsidiaries; and
- (2) any other Restricted Subsidiary that executes a Subsidiary Guarantee in accordance with the provisions of the indenture;

and their respective successors and assigns.

"*Goldman Sachs Hedge Agreement*" means the Master Power Purchase and Sale Agreement dated as of July 21, 2004, the Confirmation thereunder dated as of July 21, 2004 and the Confirmation thereunder dated as of November 30, 2004, each between an affiliate of Goldman, Sachs & Co. and Texas Genco, LP, as amended to the Issue Date, and any agreements related thereto.

"*Governmental Authority*" shall mean any nation or government, any state, province, territory or other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, or any non-governmental authority regulating the generation and/or transmission of energy.

"*Government Securities*" means direct obligations of, or obligations guaranteed by, the United States of America (including any agency or instrumentality thereof) for the payment of which obligations or guarantees the full faith and credit of the United States of America is pledged and which are not callable or redeemable at the issuer's option.

"*Hazardous Materials*" shall mean (a) any petroleum or petroleum products, radioactive materials, friable asbestos, urea formaldehyde foam insulation, transformers or other equipment that contain dielectric fluid containing regulated levels of polychlorinated biphenyls and radon gas; (b) any chemicals, materials or substances defined as or included in the definition of "hazardous substances," "hazardous waste," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste," "toxic substances," "toxic pollutants," "contaminants," or "pollutants" or words of similar import, under any applicable Environmental Law; and (c) any other chemical, material or substance, which is prohibited, limited or regulated by any Environmental Law.

"*Hedging Obligations*" means, with respect to any specified Person, the obligations of such Person under:

- (1) currency exchange, interest rate or commodity swap agreements, currency exchange, interest rate or commodity cap agreements and currency exchange, interest rate or commodity collar agreements, and
- (2) (i) agreements or arrangements designed to protect such Person against fluctuations in currency exchange, interest rates, commodity prices or commodity transportation or transmission pricing or availability, including but not limited to the Goldman Sachs Hedge Agreement; (ii) any

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netting arrangements, power purchase and sale agreements, fuel purchase and sale agreements, swaps, options and other agreements, in each case, that fluctuate in value with fluctuations in energy, power or gas prices; and (iii) agreements or arrangements for commercial or trading activities with respect to the purchase, transmission, distribution, sale, lease or hedge of any energy related commodity or service.

"*Immaterial Subsidiary*" shall mean, at any time, any Restricted Subsidiary of NRG that is designated by NRG as an "Immaterial Subsidiary" if and for so long as such Restricted Subsidiary, together with all other Immaterial Subsidiaries, has (i) total assets at such time not exceeding 5% of NRG's consolidated assets as of the most recent fiscal quarter for which balance sheet information is available and (ii) total revenues and operating income for the most recent 12-month period for which income statement information is available not exceeding 5% of NRG's consolidated revenues and operating income, respectively; *provided* that such Restricted Subsidiary shall be an Immaterial Subsidiary only to the extent that and for so long as all of the above requirements are satisfied.

"*Indebtedness*" means, with respect to any specified Person, any indebtedness of such Person (excluding accrued expenses and trade payables, except as provided in clause (5) below), whether or not contingent:

- (1) in respect of borrowed money;
- (2) evidenced by bonds, notes, debentures or similar instruments or letters of credit (or reimbursement agreements in respect thereof);
- (3) in respect of banker's acceptances;
- (4) representing Capital Lease Obligations or Attributable Debt in respect of sale and leaseback transactions;
- (5) representing the balance deferred and unpaid of the purchase price of any property (including trade payables) or services due more than six months after such property is acquired or such services are completed; or
- (6) representing the net amount owing under any Hedging Obligations,

if and to the extent any of the preceding items (other than letters of credit, Attributable Debt and Hedging Obligations) would appear as a liability upon a balance sheet of the specified Person prepared in accordance with GAAP. In addition, the term "Indebtedness" includes all Indebtedness of others secured by a Lien on any asset of the specified Person (whether or not such Indebtedness is assumed by the specified Person) and, to the extent not otherwise included, the Guarantee by the specified Person of any Indebtedness of any other Person; *provided*, that the amount of such Indebtedness shall be deemed not to exceed the lesser of the amount secured by such Lien and the value of the Person's property securing such Lien.

"*Independent Financial Advisor*" means an accounting, appraisal, investment banking firm or consultant to Persons engaged in a Permitted Business of nationally recognized standing that is, in the good faith judgment of NRG, qualified to perform the task for which it has been engaged.

"*Investment Grade Rating*" means a rating equal to or higher than BBB- (or the equivalent) by S&P and equal to or higher than Baa3 (or the equivalent) by Moody's.

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"Investments" means, with respect to any Person, all direct or indirect investments by such Person in other Persons (including Affiliates) in the forms of loans (including Guarantees or other obligations), advances or capital contributions (excluding commission, travel and similar advances to officers and employees), purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities, together with all items that are or would be classified as investments on a balance sheet prepared in accordance with GAAP. If NRG or any Subsidiary of NRG sells or otherwise disposes of any Equity Interests of any direct or indirect Subsidiary of NRG such that, after giving effect to any such sale or disposition, such Person is no longer a Subsidiary of NRG, NRG will be deemed to have made an Investment on the date of any such sale or disposition equal to the fair market value of NRG's Investments in such Subsidiary that were not sold or disposed of in an amount determined as provided in the final paragraph of the covenant described above under the caption "—Certain covenants—Restricted payments." The acquisition by NRG or any Subsidiary of NRG of a Person that holds an Investment in a third Person will be deemed to be an Investment by NRG or such Subsidiary in such third Person in an amount equal to the fair market value of the Investments held by the acquired Person in such third Person in an amount determined as provided in the final paragraph of the covenant described above under the caption "—Certain covenants—Restricted payments." Except as otherwise provided in the indenture, the amount of an Investment will be determined at the time the Investment is made and without giving effect to subsequent changes in value.

Notwithstanding anything to the contrary herein, in the case of any Investment made by NRG or a Restricted Subsidiary of NRG in a Person substantially concurrently with a cash distribution by such Person to NRG or a Guarantor (a "Concurrent Cash Distribution"), then:

(1) the Concurrent Cash Distribution shall be deemed to be Net Proceeds received in connection with an Asset Sale and applied as set forth above under the caption "—Certain covenants asset sales"; and

(2) the amount of such Investment shall be deemed to be the fair market value of the Investment, less the amount of the Concurrent Cash Distribution.

"Issue Date" means January 26, 2011.

"Itiquira" shall mean Itiquira Energetica S.A.

"Itiquira Acquisition Sub" shall have the meaning assigned to such term in the definition of Itiquira Refinancing.

"Itiquira Refinancing" means the transaction or series of related transactions pursuant to which (a) any or all of the outstanding preferred stock of Itiquira directly or indirectly held by Eletrobrás is or was acquired by Itiquira or a subsidiary of Tosli Acquisition BV ("Itiquira Acquisition Sub") for an aggregate consideration not to exceed to \$70.0 million, and, following such acquisition, such preferred stock is or was redeemed, repaid or otherwise retired or held as treasury stock or otherwise treated in accordance with the requirements of Brazilian law, and (b) Itiquira or the Itiquira Acquisition Sub may have incurred up to \$70.0 million in aggregate principal amount of Indebtedness secured by Liens on the assets of Itiquira and the Itiquira Acquisition Sub ("Permitted Itiquira Indebtedness"), in each case on terms and conditions (which may include terms and conditions other than those set forth in this definition) reasonably satisfactory to the Administrative Agent under NRG's credit agreement at the time of such transaction or series of transactions.

"Lien" means, with respect to any asset:

(1) any mortgage, deed of trust, deed to secure debt, lien (statutory or otherwise), pledge, hypothecation, encumbrance, restriction, collateral assignment, charge or security interest in, on or of such asset;

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(2) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset; and

(3) in the case of Equity Interests or debt securities, any purchase option, call or similar right of a third party with respect to such Equity Interests or debt securities.

For the avoidance of doubt, "Lien" shall not be deemed to include licenses of intellectual property.

"Mark-to-Market Adjustments" means:

(1) any non-cash loss attributable to the mark-to-market movement in the valuation of Hedging Obligations (to the extent the cash impact resulting from such loss has not been realized) or other derivative instruments pursuant to Financial Accounting Standards Board Statement No. 133, "Accounting for Derivative Instruments and Hedging Activities," or any similar successor provision; *plus*

(a) any loss relating to amounts paid in cash prior to the stated settlement date of any Hedging Obligation that has been reflected in Consolidated Net Income in the current period; *plus*

(b) any gain relating to Hedging Obligations associated with transactions recorded in the current period that has been reflected in Consolidated Net Income in prior periods and excluded from Consolidated Cash Flow pursuant to clauses (2)(a) and (2)(b) below; *less*,

(2) any non-cash gain attributable to the mark-to-market movement in the valuation of Hedging Obligations (to the extent the cash impact resulting from such gain has not been realized) or other derivative instruments pursuant to Financial Accounting Standards Board Statement No. 133, "Accounting for Derivative Instruments and Hedging Activities," or any similar successor provision; *less*

(a) any gain relating to amounts received in cash prior to the stated settlement date of any Hedging Obligation that has been reflected in Consolidated Net Income in the current period; *less*

(b) any loss relating to Hedging Obligations associated with transactions recorded in the current period that has been reflected in Consolidated Net Income in prior periods and excluded from Consolidated Cash Flow pursuant to clauses (1)(a) and (1)(b) above.

"Minority Investment" shall mean any Person (other than a Subsidiary) in which NRG or any Restricted Subsidiary owns Capital Stock.

"Moody's" means Moody's Investors Service, Inc. or any successor entity.

"Necessary CapEx Debt" shall mean Indebtedness of NRG or its Restricted Subsidiaries incurred for the purpose of financing Necessary Capital Expenditures.

"Necessary Capital Expenditures" shall mean capital expenditures that are required by Applicable Law (other than Environmental Laws) or undertaken for health and safety reasons. The term "Necessary Capital Expenditures" does not include any capital expenditure undertaken primarily to increase the efficiency of, expand or re-power any power generation facility.

"Net Income" means, with respect to any specified Person, the net income (loss) of such Person, determined in accordance with GAAP and before any reduction in respect of preferred stock dividends or accretion, excluding, however:

(1) any gain or loss, together with any related provision for taxes on such gain or loss, realized in connection with: (a) any Asset Sale (without giving effect to the threshold provided for

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in the definition thereof); or (b) the disposition of any securities by such Person or any of its Restricted Subsidiaries or the extinguishment of any Indebtedness of such Person or any of its Restricted Subsidiaries; and

(2) any extraordinary gain or loss, together with any related provision for taxes on such extraordinary gain or loss.

"*Net Proceeds*" means the aggregate cash proceeds received by NRG or any of its Restricted Subsidiaries in respect of any Asset Sale (including, without limitation, any cash received upon the sale or other disposition of any non-cash consideration received in any Asset Sale), net of the direct costs relating to such Asset Sale, including, without limitation, legal, accounting and investment banking fees, and sales commissions, and any relocation expenses incurred as a result of the Asset Sale, taxes paid or payable as a result of the Asset Sale, in each case, after taking into account any available tax deductions and any tax sharing arrangements, and amounts required to be applied to the repayment of Indebtedness, other than Indebtedness under a Credit Facility, secured by a Lien on the asset or assets that were the subject of such Asset Sale and any reserve for adjustment in respect of the sale price of such asset or assets established in accordance with GAAP.

"*Non-Recourse Debt*" means Indebtedness:

(1) as to which neither NRG nor any of its Restricted Subsidiaries (other than an Excluded Project Subsidiary) (a) provides credit support of any kind (including any undertaking, agreement or instrument that would constitute Indebtedness) other than pursuant to a Non-Recourse Guarantee or any arrangement to provide or guarantee to provide goods and services on an arm's length basis, (b) is directly or indirectly liable as a guarantor or otherwise, other than pursuant to a Non-Recourse Guarantee, or (c) constitutes the lender;

(2) no default with respect to which (including any rights that the holders of the Indebtedness may have to take enforcement action against an Unrestricted Subsidiary) would permit upon notice, lapse of time or both any holder of any other Indebtedness of NRG (other than the notes and the Credit Agreement) or any of its Restricted Subsidiaries to declare a default on such other Indebtedness or cause the payment of such other Indebtedness to be accelerated or payable prior to its Stated Maturity; and

(3) in the case of Non-Recourse Debt incurred after the Issue Date, as to which the lenders have been notified in writing, or have otherwise agreed, that they will not have any recourse to the stock or assets of NRG or any of its Restricted Subsidiaries except as otherwise permitted by clauses (1) or (2) above;

*provided, however*, that the following shall be deemed to be Non-Recourse Debt: (i) Guarantees with respect to debt service reserves established with respect to a Subsidiary to the extent that such Guarantee shall result in the immediate payment of funds, pursuant to dividends or otherwise, in the amount of such Guarantee; (ii) contingent obligations of NRG or any other Subsidiary to make capital contributions to a Subsidiary; (iii) any credit support or liability consisting of reimbursement obligations in respect of Letters of Credit issued under and subject to the terms of, the Credit Agreement to support obligations of a Subsidiary; (iv) agreements of NRG or any Subsidiary to provide, or guarantees or other credit support (including letters of credit) by NRG or any Subsidiary of any agreement of another Subsidiary to provide, corporate, management, marketing, administrative, technical, energy management or marketing, engineering, procurement, construction, operation and/or maintenance services to such Subsidiary, including in respect of the sale or acquisition of power, emissions, fuel, oil, gas or other supply of energy, (v) any agreements containing Hedging Obligations, and any power purchase or sale agreements, fuel purchase or sale agreements, emissions credit purchase or sales agreements, power transmission agreements, fuel transportation agreements, fuel storage agreements, commercial or trading agreements and any other similar agreements entered into

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between NRG or any Subsidiary with or otherwise involving any other Subsidiary, including any guarantees or other credit support (including letters of credit) in connection therewith, and (vi) any Investments in a Subsidiary, to the extent in the case of (i) through (vi) otherwise permitted by the indenture.

"*Non-Recourse Guarantee*" means any Guarantee by NRG or a Guarantor of Non-Recourse Debt incurred by an Excluded Project Subsidiary as to which the lenders of such Non-Recourse Debt have acknowledged that they will not have any recourse to the stock or assets of NRG or any Guarantor, except to the limited extent set forth in such guarantee.

"*Obligations*" means any principal, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities payable under the documentation governing any Indebtedness.

"*Original Issue Date*" means June 5, 2009.

"*Permitted Business*" means the business of acquiring, constructing, managing, developing, improving, maintaining, leasing, owning and operating Facilities, together with any related assets or facilities, as well as any other activities reasonably related to, ancillary to, or incidental to, any of the foregoing activities (including acquiring and holding reserves), including investing in Facilities.

"*Permitted Investments*" means:

- (1) any Investment in NRG or in a Restricted Subsidiary of NRG that is a Guarantor;
- (2) any Investment in an Immaterial Subsidiary;
- (3) any Investment in an Excluded Foreign Subsidiary for so long as the Excluded Foreign Subsidiaries do not collectively own more than 20% of the consolidated assets of NRG as of the most recent fiscal quarter end for which financial statements are publicly available;
- (4) any issuance of letters of credit to support the obligations of any of the Excluded Subsidiaries;
- (5) any Investment in Cash Equivalents (and, in the case of Excluded Subsidiaries only, Cash Equivalents or other liquid investments permitted under any Credit Facility to which it is a party);
- (6) any Investment by NRG or any Restricted Subsidiary of NRG in a Person, if as a result of such Investment:
  - (a) such Person becomes a Restricted Subsidiary of NRG and a Guarantor or an Immaterial Subsidiary; or
  - (b) such Person is merged, consolidated or amalgamated with or into, or transfers or conveys substantially all of its assets to, or is liquidated into, NRG or a Restricted Subsidiary of NRG that is a Guarantor;
- (7) any Investment made as a result of the receipt of non-cash consideration from an Asset Sale that was made pursuant to and in compliance with the covenant described above under the caption "—Repurchase at the option of holders—Asset sales";
- (8) Investments made as a result of the sale of Equity Interests of any Person that is a Subsidiary of NRG such that, after giving effect to any such sale, such Person is no longer a Subsidiary of NRG, if the sale of such Equity Interests constitutes an Asset Sale and the Net Proceeds received from such Asset Sale are applied as set forth above under the caption "—Repurchase at the option of holders—Asset sales";
- (9) Investments to the extent made in exchange for the issuance of Equity Interests (other than Disqualified Stock) of NRG;

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(10) any Investments received in compromise or resolution of (a) obligations of trade creditors or customers of NRG or any of its Restricted Subsidiaries, including pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of any trade creditor or customer; or (b) litigation, arbitration or other disputes with Persons who are not Affiliates;

(11) Investments represented by Hedging Obligations;

(12) loans or advances to employees;

(13) repurchases of the notes or *pari passu* Indebtedness;

(14) any Investment in securities of trade creditors, trade counter-parties or customers received in compromise of obligations of those Persons, including pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of such trade creditors or customers;

(15) negotiable instruments held for deposit or collection;

(16) receivables owing to NRG or any Restricted Subsidiary of NRG and payable or dischargeable in accordance with customary trade terms; *provided, however*, that such trade terms may include such concessionary trade terms as NRG of any such Restricted Subsidiary of NRG deems reasonable under the circumstances;

(17) payroll, travel and similar advances to cover matters that are expected at the time of such advances ultimately to be treated as expenses for accounting purposes;

(18) Investments resulting from the acquisition of a Person that at the time of such acquisition held instruments constituting Investments that were not acquired in contemplation of the acquisition of such Person;

(19) any Investment in any Person engaged primarily in one or more Permitted Businesses (including, without limitation, Excluded Subsidiaries, Unrestricted Subsidiaries, and Persons that are not Subsidiaries of NRG) made for cash since the Issue Date;

(20) the contribution of any one or more of the Specified Facilities to a Restricted Subsidiary that is not a Guarantor;

(21) Investments made pursuant to a commitment that, when entered into, would have complied with the provisions of the indenture;

(22) Investments in any Excluded Subsidiary made by another Excluded Subsidiary; and

(23) other Investments made since the Original Issue Date in any Person having an aggregate fair market value (measured on the date each such Investment was made and without giving effect to subsequent changes in value), when taken together with all other Investments made pursuant to clause (23) of the definition of "Permitted Investments" in the Existing Indenture that are at the time outstanding not to exceed the greater of (a) \$500.0 million and (b) 2.5% of Total Assets; *provided, however*, that if any Investment pursuant to this clause (23) is made in any Person that is not a Restricted Subsidiary of NRG and a Guarantor at the date of the making of the Investment and such Person becomes a Restricted Subsidiary and a Guarantor after such date, such Investment shall thereafter be deemed to have been made pursuant to clause (1) above, and shall cease to have been made pursuant to this clause (23).

"Permitted Liens" means:

(1) Liens on assets of NRG or any Guarantor securing Indebtedness and other Obligations under Credit Facilities, in an aggregate principal amount not exceeding, on the date of the creation of such Liens, the greater of (a) 30.0% of Total Assets or (b) \$6.0 billion less the aggregate

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amount of all repayments, optional or mandatory, of the principal of any term Indebtedness under a Credit Facility that have been made by NRG or any of its Restricted Subsidiaries since the Issue Date with the Net Proceeds of Asset Sales (other than Excluded Proceeds) and less, without duplication, the aggregate amount of all repayments or commitment reductions with respect to any revolving credit borrowings under a Credit Facility that have been made by NRG or any of its Restricted Subsidiaries since the Issue Date as a result of the application of the Net Proceeds of Asset Sales (other than Excluded Proceeds) in accordance with the covenant described above under the caption "—Repurchase at the option of holders—Asset sales" (excluding temporary reductions in revolving credit borrowings as contemplated by that covenant);

(2) Liens to secure obligations with respect to (i) contracts (other than for Indebtedness) for commercial and trading activities for the purchase, transmission, distribution, sale, lease or hedge of any energy related commodity or service, and (ii) Hedging Obligations;

(3) Liens on assets of Excluded Subsidiaries securing Indebtedness and/or other obligations of Excluded Subsidiaries that was permitted by the terms of the indenture to be incurred;

(4) Liens (a) in favor of NRG or any of the Guarantors; (b) incurred by Excluded Project Subsidiaries in favor of any other Excluded Project Subsidiary; or (c) incurred by Excluded Foreign Subsidiaries in favor of any other Excluded Foreign Subsidiary;

(5) Liens to secure the performance of statutory obligations, surety or appeal bonds, performance bonds or other obligations of a like nature;

(6) Liens to secure obligations to vendors or suppliers covering the assets sold or supplied by such vendors or suppliers, including Liens to secure Indebtedness or other obligations (including Capital Lease Obligations) permitted by clauses (4), (13), (20) and (21) of the second paragraph of the covenant entitled "—Certain covenants—Incurrence of indebtedness and issuance of preferred stock" covering only the assets acquired with or financed by such Indebtedness;

(7) Liens existing on the Issue Date;

(8) Liens for taxes, assessments or governmental charges or claims that are not yet delinquent or that are being contested in good faith by appropriate proceedings promptly instituted and diligently concluded; *provided* that any reserve or other appropriate provision as is required in conformity with GAAP has been made therefor;

(9) Liens imposed by law, such as carriers', warehousemen's, landlord's and mechanics' Liens;

(10) survey exceptions, easements or reservations of, or rights of others for, licenses, rights-of-way, sewers, electric lines, telegraph and telephone lines, oil, gas and other mineral interests and leases, and other similar purposes, or zoning or other restrictions as to the use of real property that were not incurred in connection with Indebtedness and that do not in the aggregate materially adversely affect the value of said properties or materially impair their use in the operation of the business of such Person;

(11) Liens created for the benefit of (or to secure) the notes (or the Subsidiary Guarantees);

(12) Liens to secure any Permitted Refinancing Indebtedness permitted to be incurred under the indenture; *provided, however*, that:

(a) the new Lien shall be limited to all or part of the same property and assets that secured or, under the written agreements pursuant to which the original Lien arose, could secure the original Lien (plus improvements and accessions to, such property or proceeds or distributions thereof); and



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- (b) the Indebtedness secured by the new Lien is not increased to any amount greater than the sum of (x) the outstanding principal amount or, if greater, committed amount, of the Permitted Referencing Indebtedness and (y) an amount necessary to pay any fees and expenses, including premiums, related to such refinancings, refunding, extension, renewal or replacement;
- (13) Liens incurred or deposits made in connection with workers' compensation, unemployment insurance and other types of social security;
- (14) Liens encumbering deposits made to secure obligations arising from statutory, regulatory, contractual or warranty requirements of NRG or any of its Restricted Subsidiaries, including rights of offset and set-off;
- (15) leases or subleases granted to others that do not materially interfere with the business of NRG and its Restricted Subsidiaries;
- (16) statutory Liens arising under ERISA;
- (17) Liens on property (including Capital Stock) existing at the time of acquisition of the property by NRG or any Subsidiary of NRG; *provided* that such Liens were in existence prior to, such acquisition, and not incurred in contemplation of, such acquisition;
- (18) Liens arising from Uniform Commercial Code financing statements filed on a precautionary basis in respect of operating leases intended by the parties to be true leases (other than any such leases entered into in violation of the indenture);
- (19) Liens on assets and Equity Interests of a Subsidiary that is an Excluded Subsidiary;
- (20) Liens granted in favor of Xcel pursuant to the Xcel Indemnification Agreements as in effect on the Issue Date held by Xcel thereunder;
- (21) Liens to secure Indebtedness or other obligations incurred to finance Necessary Capital Expenditures that encumber only the assets purchased, installed or otherwise acquired with the proceeds of such Indebtedness;
- (22) Liens to secure Environmental CapEx Debt that encumber only the assets purchased, installed or otherwise acquired with the proceeds of such Environmental CapEx Debt;
- (23) Liens on assets or securities deemed to arise in connection with the execution, delivery or performance of contracts to sell such assets or stock otherwise permitted under the indenture;
- (24) any Liens resulting from restrictions on any Equity Interest or undivided interests, as the case may be, of a Person providing for a breach, termination or default under any joint venture, stockholder, membership, limited liability company, partnership, owners', participation or other similar agreement between such Person and one or more other holders of Equity Interests or undivided interests of such Person, as the case may be, if a security interest or Lien is created on such Equity Interest or undivided interest, as the case may be, as a result thereof;
- (25) Liens resulting from any customary provisions limiting the disposition or distribution of assets or property (including without limitation Equity Interests) or any related restrictions thereon in joint venture, partnership, membership, stockholder and limited liability company agreements, asset sale agreements, sale-leaseback agreements, stock sale agreements and other similar agreements, including owners', participation or similar agreements governing projects owned through an undivided interest; *provided, however*, that any such limitation is applicable only to the assets that are the subjects of such agreements;
- (26) those Liens or other exceptions to title, in either case on or in respect of any facility of NRG or any Subsidiary, arising as a result of any shared facility agreement entered into after the

closing date with respect to such facility, except to the extent that any such Liens or exceptions, individually or in the aggregate, materially adversely affect the value of the relevant property or materially impair the use of the relevant property in the operation of the business of NRG or such Subsidiary;

(27) Liens on cash deposits and other funds maintained with a depository institution, in each case arising in the ordinary course of business by virtue of any statutory or common law provision relating to banker's liens, including Section 4-210 of the UCC;

(28) any Liens on property and assets (other than certain properties or assets defined as "core" collateral) designated as Excluded Assets from time to time by NRG under clause (xiii) of the related definition under the Credit Agreement, which shall not have, when taken together with all other "non-core" property and assets that constitute Excluded Assets pursuant to such clause at the relevant time of determination, a fair market value in excess of \$500.0 million in the aggregate (and, to the extent that such fair market value of such property and assets exceeds \$500.0 million in the aggregate, such property or assets shall cease to be an Excluded Asset only to the extent of such excess fair market value); and

(29) Liens incurred by NRG or any Subsidiary of NRG with respect to obligations not to exceed \$500.0 million at any one time outstanding.

*"Permitted Refinancing Indebtedness"* means any Indebtedness of NRG or any of its Restricted Subsidiaries issued in exchange for, or the net proceeds of which are used to refund, refinance, replace, defease or discharge other Indebtedness of NRG or any of its Restricted Subsidiaries (other than intercompany Indebtedness); *provided that*:

(1) the principal amount (or accreted value, if applicable) of such Permitted Refinancing Indebtedness does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness extended, refinanced, renewed, replaced, defeased or refunded (plus all accrued interest on the Indebtedness and the amount of all expenses and premiums incurred in connection therewith);

(2) such Permitted Refinancing Indebtedness has a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded;

(3) if the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded is subordinated in right of payment to the notes, such Permitted Refinancing Indebtedness is subordinated in right of payment to, the notes on terms at least as favorable to the holders of notes as those contained in the documentation governing the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded;

(4) such Indebtedness is incurred either by NRG (and may be guaranteed by any Guarantor) or by the Restricted Subsidiary who is the obligor on the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded; and

(5) (i) if the Stated Maturity of the Indebtedness being refinanced is earlier than the Stated Maturity of the notes, the Permitted Refinancing Indebtedness has a Stated Maturity no earlier than the Stated Maturity of the Indebtedness being refinanced or (ii) if the Stated Maturity of the Indebtedness being refinanced is later than the Stated Maturity of the notes, the Permitted Refinancing Indebtedness has a Stated Maturity at least 91 days later than the Stated Maturity of the notes.

*"Permitted Tax Lease"* means a sale and leaseback transaction consisting of a "payment in lieu of taxes" program or any similar structure (including leases, sale-leasebacks, etc.) primarily intended to provide tax benefits (and not primarily intended to create Indebtedness).

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"Person" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, limited liability company or government or other entity.

"PMI" means NRG Power Marketing Inc., a Delaware corporation.

"Pro Forma Cost Savings" means, without duplication, with respect to any period, reductions in costs and related adjustments that have been actually realized or are projected by NRG's Chief Financial Officer in good faith to result from reasonably identifiable and factually supportable actions or events, but only if such reductions in costs and related adjustments are so projected by NRG to be realized during the consecutive four-quarter period commencing after the transaction giving rise to such calculation.

"Prudent Industry Practice" shall mean those practices and methods as are commonly used or adopted by Persons in the Permitted Business in the United States in connection with the conduct of the business of such industry, in each case as such practices or methods may evolve from time to time, consistent in all material respects with all applicable legal requirements.

"Qualifying Equity Interests" means Equity Interests of NRG other than (1) Disqualified Stock; and (2) Equity Interests that were used to support an incurrence of Contribution Indebtedness.

"Responsible Officer" of Person means the chief executive officer, chief financial officer, treasurer or general counsel of such Person.

"Restricted Investment" means an Investment other than a Permitted Investment.

"Restricted Payments" has the meaning assigned to such term under the caption "—Certain covenants—Restricted payments." For purposes of determining compliance with the covenant described above under the caption "—Certain covenants—Restricted payments," no Hedging Obligation shall be deemed to be contractually subordinated to the notes or any Subsidiary Guarantee.

"Restricted Subsidiary" of a Person means any Subsidiary of the referent Person that is not an Unrestricted Subsidiary.

"S&P" means Standard & Poor's Ratings Group or any successor entity.

"Significant Subsidiary" means any Subsidiary that would be a "significant subsidiary" as defined in Article 1, Rule 1-02 of Regulation S-X, promulgated pursuant to the Securities Act, as such Regulation is in effect on the Issue Date.

"Specified Facility" means each of the following Facilities, or any part thereof and/or any other assets set forth below: (a) the Facilities held on the Issue Date by Vienna Power LLC, Meriden Gas Turbine LLC, Norwalk Power LLC, Connecticut Jet Power LLC (excluding the assets located at the Cos Cob site), Devon Power LLC, Montville Power LLC (including the Capital Stock of the entities owning such Facilities, *provided* that such entities do not hold material assets other than the Facilities held on the Issue Date); (b) the following Facilities, or any part thereof: P.H. Robinson, H.O. Clarke, Unit 3 at Cedar Bayou, Unit 2 at T.H. Wharton and Greens Bayou; (c) the Capital Stock of the following Subsidiaries of NRG if such Subsidiary holds no assets other than the Capital Stock of a Foreign Subsidiary of NRG: NRG Latin America, Inc., NRG International LLC, NRG Insurance Ltd. (Cayman Islands), NRG Asia Pacific, Ltd., NRG International II Inc. and NRG International III Inc.; and (d) the Equity Interests issued by, and any assets (including any Facilities), of Long Beach Generation LLC and Middletown Power LLC.

"Stated Maturity" means, with respect to any installment of interest or principal on any series of Indebtedness, the date on which the payment of interest or principal was scheduled to be paid in the documentation governing such Indebtedness as of the Issue Date, and will not include any contingent obligations to repay, redeem or repurchase any such interest or principal prior to the date originally scheduled for the payment thereof.

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"*Subsidiary*" means, with respect to any specified Person:

- (1) any corporation, association or other business entity of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency and after giving effect to any voting agreement or stockholders' agreement that effectively transfers voting power) to vote in the election of directors, managers or trustees of the corporation, association or other business entity is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person (or a combination thereof); and
- (2) any partnership (i) the sole general partner or the managing general partner of which is such Person or a Subsidiary of such Person or (ii) the only general partners of which are that Person or one or more Subsidiaries of that Person (or any combination thereof).

"*Subsidiary Guarantee*" means the Guarantee by each Guarantor of NRG's obligations under the indenture and on the notes, executed pursuant to the provisions of the indenture.

"*Total Assets*" means the total consolidated assets of NRG and its Restricted Subsidiaries, determined on a consolidated basis in accordance with GAAP, as shown on the most recent balance sheet of NRG.

"*Total Debt*" means, as of any date of determination, the aggregate principal amount of Indebtedness of NRG and its Restricted Subsidiaries (other than Excluded Project Subsidiaries) outstanding on such date, determined on a consolidated basis in accordance with GAAP, net of any cash and Cash Equivalents on deposit in a blocked account with one or more financial institutions as collateral to secure outstanding Indebtedness (including letters of credit) of NRG or its Restricted Subsidiaries, which account is subject to the control of the lender (including any letter of credit issuer) of such Indebtedness or its affiliates or any agent or trustee with respect to such Indebtedness; *provided* that (i) Total Debt will include only the amount of payments that NRG or any of its Restricted Subsidiaries (other than Excluded Project Subsidiaries) would be required to make, on the date Total Debt is being determined, in the event of any early termination or similar event on such date of determination and (ii) for the avoidance of doubt, Total Debt will not include the undrawn amount of any outstanding letters of credit.

"*Treasury Rate*" means, as of any redemption date, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two business days prior to the redemption date (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from the redemption date to January 15, 2018; *provided, however*, that if the period from the redemption date to January 15, 2018 is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used.

"*UCC*" means the Uniform Commercial Code as in effect in the State of New York or any other applicable jurisdiction.

"*Unrestricted Subsidiary*" means any Subsidiary of NRG that is designated by NRG as an Unrestricted Subsidiary pursuant to a certificate executed by a Responsible Officer of NRG, but only to the extent that such Subsidiary:

- (1) has no Indebtedness other than Non-Recourse Debt;
- (2) except as permitted by the covenant described above under the caption "—Certain covenants—Affiliate transactions," is not party to any agreement, contract, arrangement or understanding with NRG or any Restricted Subsidiary of NRG unless the terms of any such agreement, contract, arrangement or understanding are no less favorable to NRG or such

Restricted Subsidiary than those that might be obtained at the time from Persons who are not Affiliates of NRG;

(3) is a Person with respect to which neither NRG nor any of its Restricted Subsidiaries has any direct or indirect obligation (i) to subscribe for additional Equity Interests or (ii) to maintain or preserve such Person's financial condition or to cause such Person to achieve any specified levels of operating results except as otherwise permitted by the Credit Agreement as in effect on the Issue Date; and

(4) has not guaranteed or otherwise directly or indirectly provided credit support for any Indebtedness of NRG or any of its Restricted Subsidiaries except as otherwise permitted by the Credit Agreement as in effect on the Issue Date.

Any designation of a Subsidiary of NRG as an Unrestricted Subsidiary will be evidenced to the trustee by filing with the trustee a certified copy of the certificate executed by a Responsible Officer of NRG giving effect to such designation and certifying that such designation complied with the conditions described above under the caption "—Certain covenants—Designation of restricted, unrestricted and excluded project subsidiaries" and was permitted by the covenant described above under the caption "—Certain covenants—Restricted payments." If, at any time, any Unrestricted Subsidiary fails to meet the requirements as an Unrestricted Subsidiary, it will thereafter cease to be an Unrestricted Subsidiary for purposes of the indenture and any Indebtedness of such Subsidiary will be deemed to be incurred by a Restricted Subsidiary of NRG as of such date and, if such Indebtedness is not permitted to be incurred as of such date under the covenant described under the caption "—Certain covenants—Incurrence of indebtedness and issuance of preferred stock," NRG will be in default of such covenant. NRG may at any time designate any Unrestricted Subsidiary to be a Restricted Subsidiary; *provided* that such designation will be deemed to be an incurrence of Indebtedness by a Restricted Subsidiary of NRG of any outstanding Indebtedness of such Unrestricted Subsidiary and such designation will only be permitted if (i) such Indebtedness is permitted under the covenant described under the caption "—Certain covenants—Incurrence of indebtedness and issuance of preferred stock," calculated on a pro forma basis as if such designation had occurred at the beginning of the four-quarter reference period; and (ii) no Default or Event of Default would be in existence following such designation.

"*Voting Stock*" of any Person as of any date means the Capital Stock of such Person that is at the time entitled to vote in the election of the Board of Directors of such Person.

"*Weighted Average Life to Maturity*" means, when applied to any Indebtedness at any date, the number of years obtained by dividing:

(1) the sum of the products obtained by multiplying (i) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect of the Indebtedness, by (ii) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment; by

(2) the then outstanding principal amount of such Indebtedness.

"*Xcel*" means Xcel Energy Inc., a Minnesota corporation.

"*Xcel Indemnification Agreements*" means: (i) the Indemnification Agreement, dated as of December 5, 2003, between Xcel Energy Inc., Northern States Power Company and NRG; and (ii) the Indemnification Agreement, dated as of December 5, 2003, between Xcel Energy Inc., Northern States Power Company and NRG, each as amended on November 8, 2006.

## **BOOK ENTRY, DELIVERY AND FORM**

The Exchange Notes will be initially represented by one or more notes in registered global form without interest coupons (the "Global Notes"). The Global Notes will be deposited with the trustee, as custodian for the Depository Trust Company ("DTC"), in New York, New York, and registered in the name of DTC or its nominee, in each case for the credit to an account of a direct or indirect participant in DTC as described below. We expect that, pursuant to procedures established by DTC, (i) upon the issuance of the Global Notes, DTC or its custodian will credit, on its internal system, the principal amount at maturity of the individual beneficial interests represented by such Global Notes to the respective accounts of persons who have accounts with such depository ("participants") and (ii) ownership of beneficial interests in the Global Notes will be shown on, and the transfer of such ownership will be effected only through, records maintained by DTC or its nominee (with respect to interests of participants) and the records of participants (with respect to interests of persons other than participants). Such accounts initially will be designated by or on behalf of the initial purchasers and ownership of beneficial interests in the Global Notes will be limited to participants or persons who hold interests through participants. Holders may hold their interests in the Global Notes directly through DTC if they are participants in such system, or indirectly through organizations that are participants in such system.

So long as DTC or its nominee is the registered owner or holder of the notes, DTC or such nominee, as the case may be, will be considered the sole owner or holder of the notes represented by such Global Notes for all purposes under the indenture. No beneficial owner of an interest in the Global Notes will be able to transfer that interest except in accordance with DTC's procedures, in addition to those provided for under the indenture with respect to the notes.

Payments of the principal of, and premium (if any) and interest on, the Global Notes will be made to DTC or its nominee, as the case may be, as the registered owner thereof. None of the issuer, the trustee or any paying agent will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests in the Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interest.

We expect that DTC or its nominee, upon receipt of any payment of principal of, and premium (if any) and interest on the Global Notes, will credit participants' accounts with payments in amounts proportionate to their respective beneficial interests in the principal amount of the Global Notes as shown on the records of DTC or its nominee. We also expect that payments by participants to owners of beneficial interests in the Global Notes held through such participants will be governed by standing instructions and customary practice, as is now the case with securities held for the accounts of customers registered in the names of nominees for such customers. Such payments will be the responsibility of such participants.

Transfers between participants in DTC will be effected in the ordinary way through DTC's same-day funds system in accordance with DTC rules and will be settled in same-day funds.

DTC has advised us that it will take any action permitted to be taken by a holder of notes (including the presentation of notes for exchange as described below) only at the direction of one or more participants to whose account the DTC interests in the Global Notes are credited and only in respect of such portion of the aggregate principal amount of notes as to which such participant or participants has or have given such direction.

DTC has advised us as follows: DTC is a limited-purpose trust company organized under New York banking law, a "banking organization" within the meaning of the New York banking law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Exchange Act. DTC holds and provides asset servicing for issues of U.S. and

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non-U.S. equity, corporate and municipal debt issues that participants deposit with DTC. DTC also facilitates the post-trade settlement among participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between participants' accounts. This eliminates the need for physical movement of securities certificates. Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. Access to the DTC system is also available to indirect participants such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a participant, either directly or indirectly.

Although DTC has agreed to the foregoing procedures in order to facilitate transfers of interests in the Global Notes among participants of DTC, it is under no obligation to perform such procedures, and such procedures may be discontinued at any time. None of us, the trustee or any paying agent will have any responsibility for the performance by DTC or its participants or indirect participants of their respective obligations under the rules and procedures governing their operations.

### Certificated Securities

A Global Note is exchangeable for certificated notes in fully registered form without interest coupons ("Certificated Securities") only in the following limited circumstances:

- DTC notifies us that it is unwilling or unable to continue as depository for the Global Notes and we fail to appoint a successor depository within 90 days of such notice, or
- there shall have occurred and be continuing an event of default with respect to the notes under the indenture and DTC shall have requested the issuance of Certificated Securities.

The laws of some states require that certain persons take physical delivery in definitive form of securities that they own. Consequently, the ability to transfer the notes will be limited to such extent.

## CERTAIN FEDERAL INCOME TAX CONSEQUENCES

The following is a summary of certain United States federal income tax considerations relating to the exchange of Old Notes for Exchange Notes in the Exchange Offer. It does not contain a complete analysis of all the potential tax considerations relating to the exchange. This summary is limited to holders of Old Notes who hold the Old Notes as "capital assets" (in general, assets held for investment). Special situations, such as the following, are not addressed:

- tax consequences to holders who may be subject to special tax treatment, such as tax-exempt entities, dealers in securities or currencies, banks, other financial institutions, insurance companies, regulated investment companies, traders in securities that elect to use a mark-to-market method of accounting for their securities holdings or corporations that accumulate earnings to avoid United States federal income tax;
- tax consequences to persons holding notes as part of a hedging, integrated, constructive sale or conversion transaction or a straddle or other risk reduction transaction;
- tax consequences to holders whose "functional currency" is not the United States dollar;
- tax consequences to persons who hold notes through a partnership or similar pass-through entity;
- United States federal gift tax, estate tax or alternative minimum tax consequences, if any; or
- any state, local or non-United States tax consequences.

The discussion below is based upon the provisions of the United States Internal Revenue Code of 1986, as amended, existing and proposed Treasury regulations promulgated thereunder, and rulings, judicial decisions and administrative interpretations thereunder, as of the date hereof. Those authorities may be changed, perhaps retroactively, so as to result in United States federal income tax consequences different from those discussed below.

### Consequences of Tendering Old Notes

The exchange of your Old Notes for Exchange Notes in the Exchange Offer should not constitute an exchange for United States federal income tax purposes because the Exchange Notes should not be considered to differ materially in kind or extent from the Old Notes. Accordingly, the Exchange Offer should have no United States federal income tax consequences to you if you exchange your Old Notes for Exchange Notes. For example, there should be no change in your tax basis and your holding period should carry over to the Exchange Notes. In addition, the United States federal income tax consequences of holding and disposing of your Exchange Notes should be the same as those applicable to your Old Notes.

**The preceding discussion of certain United States federal income tax considerations of the Exchange Offer is for general information only and is not tax advice. Accordingly, each investor should consult its own tax advisor as to particular tax consequences to it of exchanging Old Notes for Exchange Notes, including the applicability and effect of any state, local or foreign tax laws, and of any proposed changes in applicable laws.**



## PLAN OF DISTRIBUTION

Each broker or dealer that receives Exchange Notes for its own account pursuant to the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of Exchange Notes.

This prospectus, as it may be amended or supplemented from time to time, may be used by a broker or dealer in connection with resales of Exchange Notes received in exchange for Old Notes if the Old Notes were acquired as a result of market-making activities or other trading activities.

We have agreed to make this prospectus, as amended or supplemented, available to any broker-dealer to use in connection with any such resale for a period of at least one year after the expiration date. In addition, until (90 days after the date of this prospectus), all broker-dealers effecting transactions in the Exchange Notes may be required to deliver a prospectus.

We will not receive any proceeds from any sale of Exchange Notes by broker-dealers. Exchange Notes received by broker-dealers for their own account pursuant to the exchange offer may be sold from time to time in one or more transactions:

- in the over-the-counter market;
- in negotiated transactions; or
- through the writing of options on the Exchange Notes or a combination of such methods of resale.

These resales may be made:

- at market prices prevailing at the time of resale;
- at prices related to such prevailing market prices; or
- at negotiated prices.

Any such resale may be made directly to purchasers or to or through brokers or dealers. Brokers or dealers may receive compensation in the form of commissions or concessions from any such broker-dealer or the purchasers of any such Exchange Notes. Any broker or dealer that resells Exchange Notes that were received by it for its own account in the exchange offer may be deemed to be an underwriter within the meaning of the Securities Act.

Any profit on any resale of Exchange Notes and any commissions or concessions received by any broker or dealer may be deemed to be underwriting compensation under the Securities Act. The letter of transmittal states that, by acknowledging that it will deliver and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

Furthermore, any broker-dealer that acquired any of its outstanding notes directly from us and any broker or dealer that participates in a distribution of the exchange notes:

- may not rely on the applicable interpretation of the staff of the SEC's position contained in Exxon Capital Holdings Corp., SEC no-action letter (April 13, 1988), Morgan, Stanley & Co. Inc., SEC no-action letter (June 5, 1991) and Shearman & Sterling, SEC no-action letter (July 2, 1993) and therefore may not participate in the exchange offer; and
- must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale of the Old Notes.

For a period of not less than one year after the expiration of the exchange offer we will promptly send additional copies of this prospectus and any amendment or supplement to this prospectus to any broker-dealer that requests those documents in the letter of transmittal. We have agreed to pay all

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expenses incident to performance of our obligations in connection with the exchange offer, other than commissions or concessions of any brokers or dealers. We will indemnify the holders of the Exchange Notes (including any broker-dealers) against certain liabilities, including liabilities under the Securities Act, and will contribute to payments that they may be required to make in request thereof.

**LEGAL MATTERS**

Certain legal matters relating to the validity of the Exchange Notes will be passed upon for us by Kirkland & Ellis LLP, Chicago, Illinois. Certain matters of Minnesota law will be passed on by Leonard, Street and Deinard, Minneapolis, Minnesota. Certain matters of Texas law will be passed on by Andrews Kurth LLP, Houston, Texas. Certain matters of Minnesota law will be passed on by Leonard, Street and Deinard, Professional Association.

**EXPERTS**

The consolidated financial statements and schedule of NRG Energy, Inc. as of December 31, 2010 and 2009, and for each of the years in the three-year period ended December 31, 2010, and management's assessment of the effectiveness of internal control over financial reporting as of December 31, 2010 have been incorporated by reference herein and in the registration statement for \$1,200,000,000 7.625% Senior Notes due in 2018 Series B on Form S-4 in reliance upon the reports of KPMG LLP, independent registered public accounting firm, incorporated by reference herein, and upon the authority of said firm as experts in accounting and auditing.



**NRG Energy, Inc.**

**Exchange Offer for  
\$1,200,000,000  
7.625% Senior Notes due 2018**

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**PRELIMINARY PROSPECTUS**

**, 2011**

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We have not authorized any dealer, salesperson or other person to give any information or represent anything to you other than the information contained in this prospectus. You may not rely on unauthorized information or representations.

This prospectus does not offer to sell or ask for offers to buy any of the securities in any jurisdiction where it is unlawful, where the person making the offer is not qualified to do so, or to any person who cannot legally be offered the securities.

The information in this prospectus is current only as of the date on its cover, and may change after that date. For any time after the cover date of this prospectus, we do not represent that our affairs are the same as described or that the information in this prospectus is correct, nor do we imply those things by delivering this prospectus or selling securities to you.

**Until** , 2011, all dealers that effect transactions in these securities, whether or not participating in the exchange offer may be required to deliver a prospectus. This is in addition to the dealers' obligations to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

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## PART II

### INFORMATION NOT REQUIRED IN PROSPECTUS

#### Item 20. Indemnification of Directors and Officers.

##### *Delaware*

Section 145 of the DGCL authorizes a corporation, subject to the procedures and limitations stated therein, to indemnify its directors, officers, employees and agents against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement reasonably incurred provided they act in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the corporation, and with respect to any criminal action or proceeding, they had no reasonable cause to believe their conduct was unlawful. In the case of proceedings brought by or on behalf of the corporation, indemnification is limited to expenses and is not permitted if the individual is adjudged liable to the corporation, unless the court determines otherwise. The statute provides that indemnification pursuant to its provisions is not exclusive of other rights of indemnification to which a person may be entitled under any by-law, agreement, vote of stockholders or disinterested directors or otherwise.

Article NINE of our Amended and Restated Certificate of Incorporation provides for the limitation of liability of directors and for the indemnification of directors and officers. Article NINE states that to the fullest extent permitted by the DGCL, and except as otherwise provided in our Amended and Restated By-laws, (i) no director of the Company shall be liable to the Company or its stockholders for monetary damages arising from a breach of fiduciary duty owed to the Company or its stockholders; and (ii) the Company shall indemnify its officers and directors.

Set forth below are material provisions of Article FIVE of our by-laws that authorize the indemnification of directors and officers:

- Section 1 of Article FIVE provides that our directors and officers shall be indemnified and held harmless by the Company to the fullest extent authorized by the DGCL. In addition, this right of indemnification continues to persons who have ceased to be our directors or officers and to his or her heirs, executors and administrators; provided, however, that, except with respect to proceedings to enforce rights to indemnification, the Company shall not indemnify any such indemnitee in connection with a proceeding initiated by such indemnitee except to the extent such proceeding was authorized in writing by the Board of Directors of the Company.
- Section 3 of Article FIVE provides that the Company may purchase and maintain insurance on its own behalf and on behalf of any person who is or was a director, officer, employee or agent of the Company against any expense, liability or loss asserted against him or her and incurred by him or her in any such capacity, whether or not the Company would have the power to indemnify such person against such expenses, liability or loss under the DGCL.
- Section 5 of Article FIVE provides that the rights to indemnification conferred in Article FIVE of our by-laws and in our certificate of incorporation shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, by-law, agreement, vote of stockholders or disinterested directors or otherwise.

The charter documents of each of NRG Generation Holdings, Inc. and Texas Genco Financing Corp. provide for the indemnification of directors and officers to the fullest extent authorized by the DGCL.

The bylaws of NRG Generation Holdings, Inc. provide, subject to certain exceptions, for the indemnification of all current and former directors, officers, employees or agents against expenses, judgments, fines and amounts paid in connection with actions (other than actions by or in the right of

the corporation for which the person seeking indemnification has been adjudicated liable to the corporation) taken against such person by reason of the fact that he or she was a director, officer, employee or agent of the corporation. The bylaws of Texas Genco Financing Corp. provide, subject to certain exceptions, for the indemnification of all current and former directors, officers, employees or agents against expenses, judgments, fines and amounts paid in connection with actions to which such person is a party by reason of the fact that he or she was a director, officer, employee or agent of the corporation, except that the corporation shall be required to indemnify a person for an action initiated by that person only if the proceeding was authorized by the board of directors. The bylaws of Green Mountain Energy Company, Indian River Operations Inc., NRG Affiliate Services Inc., NRG Arthur Kill Operations Inc., NRG Astoria Gas Turbine Operations Inc., NRG Cabrillo Power Operations Inc., NRG Connecticut Affiliate Services Inc., NRG Development Company Inc., NRG Devon Operations Inc., NRG Dunkirk Operations, Inc., NRG El Segundo Operations Inc., NRG Huntley Operations Inc., NRG Mextrans Inc., NRG MidAtlantic Affiliate Services Inc., NRG Middletown Operations Inc., NRG Montville Operations Inc., NRG North Central Operations, Inc., NRG Northeast Affiliate Services Inc., NRG Norwalk Harbor Operations Inc., NRG Operating Services Inc., NRG Oswego Harbor Power Operations Inc., NRG PacGen Inc., NRG Services Corporation, NRG Saguaro Operations Inc., NRG South Central Affiliate Services Inc., NRG South Central Operations Inc., NRG Western Affiliate Services Inc., O'Brien Cogeneration, Inc. II, Somerset Operations Inc. and Vienna Operations, Inc. provide generally for the indemnification of directors and officers to the fullest extent authorized by the DGCL, except that the corporation shall be required to indemnify a person for an action initiated by that person only if the proceeding was authorized by the board of directors.

Section 18-108 of the Delaware Limited Liability Company Act provides that a limited liability company may, and shall have the power to, indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever.

The limited liability company agreements of each of Arthur Kill Power LLC, Astoria Gas Turbine Power LLC, Conemaugh Power LLC, Connecticut Jet Power LLC, Devon Power LLC, Dunkirk Power LLC, Huntley Power LLC, Indian River Power LLC, Keystone Power LLC, Middletown Power LLC, Montville Power LLC, NEO Chester-Gen LLC, NEO Freehold-Gen LLC, Norwalk Power LLC, NRG Bayou Cove LLC, NRG California Peaker Operations LLC, NRG Iliion LP LLC, NRG International LLC, NRG New Jersey Energy Sales LLC, NRG New Roads Holdings LLC, NRG Rockford Acquisition LLC, NRG South Central Generating LLC, NRG West Coast LLC, Oswego Harbor Power LLC, Saguaro Power LLC, San Juan Mesa Wind Project II, LLC, Somerset Power LLC and Vienna Power LLC provide, to the fullest extent permitted under Delaware law, that the companies may indemnify any member, manager, officer, employee or agent of the companies from and against any and all claims and demands arising by reason of the fact that such person is, or was, a member, manager, officer, employee or agent of the companies, provided the person acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of the company.

The limited liability company agreements of each of Cabrillo Power I LLC, Cabrillo Power II LLC, El Segundo Power, LLC, NRG Energy Labor Services LLC, NRG Energy Services Group LLC, NRG SimplySmart Solutions LLC and WCP (Generation) Holdings LLC provide that the companies shall indemnify each member representative from any claims asserted by or on behalf of any person that are attributable to such representative's service on the management committee, other than such claims arising out of the fraud or willful misconduct of such representative.

The limited liability company agreements of each of GCP Funding Company LLC, Louisiana Generating LLC, New Genco GP LLC and Texas Genco LP, LLC provide that the companies shall, to the fullest extent permitted by Delaware law, indemnify any member, officer, or their respective affiliates or agents, for any loss, damage or claim incurred by such person by reason of any act or

omission performed or omitted by such person in good faith on behalf of the company and in a manner reasonably believed to be within the scope of the authority conferred on such member or officer by the limited liability company agreement.

The limited liability company agreements of each of NRG Cedar Bayou Development Company LLC, NRG Construction LLC, NRG Maintenance Services LLC, NRG Power Marketing LLC, NRG Texas LLC, NRG Texas Power LLC, Reliant Energy Northeast LLC and West Coast Power LLC provide that the companies shall, to the fullest extent permitted by Delaware law, indemnify any member, manager, or their respective affiliates or agents, for any losses arising from any actions in which the covered person is involved by reason of the covered person's relation to the company. The covered persons shall not be entitled to indemnification with respect to any claim with respect to which the covered person has engaged in fraud, willful misconduct, bad faith or gross negligence, or with respect to any claim brought by the covered person unless authorized by the board.

The limited liability company agreement of Meriden Gas Turbines LLC provides that the companies shall indemnify any member, officer, or their respective affiliates or agents, against any claims that arise out of, related to or are otherwise attributable to, directly or indirectly, a breach by the member of the limited liability company agreement, and for the negligence, gross negligence or willful misconduct of the member in connection with the agreement.

Section 17-108 of the Delaware Revised Uniform Limited Partnership Act empowers a Delaware limited partnership to indemnify and hold harmless any partner or other persons from and against any and all claims and demands whatsoever.

### *California*

Section 317 of the California General Corporation Law ("CAGCL") authorizes a court to award, or a corporation to grant, indemnity to officers, directors and other agents for reasonable expenses incurred in connection with the defense or settlement of an action by or in the right of the corporation or in a proceeding by reason of the fact that the person is or was an officer, director, or agent of the corporation. Indemnity is available where the person party to a proceeding or action acted in good faith and in a manner reasonably believed to be in the best interests of the corporation and its shareholders and, with respect to criminal actions, had no reasonable cause to believe his conduct was unlawful. To the extent a corporation's officer, director or agent is successful on the merits in the defense of any proceeding or any claim, issue or related matter, that person shall be indemnified against expenses actually and reasonably incurred. Under Section 317 of the CAGCL, expenses incurred in defending any proceeding may be advanced by the corporation prior to the final disposition of the proceeding upon receipt of any undertaking by or on behalf of the officer, director, employee or agent to repay that amount if it is ultimately determined that the person is not entitled to be indemnified. Indemnifications are to be made by a majority vote of a quorum of disinterested directors, or by approval of members not including those persons to be indemnified, or by the court in which such proceeding is or was pending upon application made by either the corporation, the agent, the attorney, or other person rendering services in connection with the defense. The indemnification provided by Section 317 is not exclusive of any other rights to which those seeking indemnification may be entitled.

The bylaws of Eastern Sierra Energy Company provide, subject to certain exceptions, to the fullest extent permissible under California law, for the indemnification of all current and former directors and officers in connection with actions to which such person is a party by reason of the fact that he or she was a director or officer of the corporation, except that the corporation shall only be required to indemnify a person for an action initiated by that person if the proceeding was authorized by the board of directors. The bylaws also provide that employees and agents may be indemnified by the company to

subject to the terms of any agreement between the corporation and the person, be indemnified to the fullest extent permissible under California law.

Section 17155 of the Beverly-Killea Limited Liability Company Act, which provides that, except for a breach of certain fiduciary duties, the articles of organization or written operating agreement of a limited liability company may provide for indemnification of any person, including, without limitation, any manager, member, officer, employee or agent of the limited liability company, against judgments, settlements, penalties, fines or expenses of any kind incurred as a result of acting in that capacity.

### ***Minnesota***

Section 302A.521 of the Minnesota Business Corporation Act provides that a corporation shall indemnify any person made or threatened to be made a party to a proceeding by reason of the former or present official capacity of such person, under certain circumstances and subject to certain conditions and limitations as stated therein and set forth in the articles of incorporation or bylaws of such corporation, against judgments, penalties, fines (including, without limitation, excise taxes assessed against such person with respect to any employee benefit plan), settlements and reasonable expenses (including attorneys' fees and disbursements incurred by such person in connection with the proceeding) if, with respect to the acts or omissions of such person complained of in the proceeding, such person: has not been indemnified therefor by another organization or employee benefit plan, acted in good faith, received no improper personal benefit and, in the case of a conflict of interest, any requirements relating to directors' conflicts of interest as set forth under the Minnesota Statutes Section 302A.255, as applicable, have been satisfied, in the case of a criminal proceeding, had no reasonable cause to believe the conduct was unlawful, and reasonably believed that the conduct was in the best interests of the corporation or reasonably believed that the conduct was not opposed to the best interests of the corporation.

The bylaws of NEO Corporation provide that the corporation shall indemnify any person made or threatened to be made a party to a proceeding by reason of the former or present official capacity of the person acting for the corporation or acting in an official capacity with another entity at the direction or request of the corporation, according to the terms and under the procedures provided in Minnesota Statutes Section 302A.

### ***Oregon***

The Oregon Business Corporation Act (the "OBCA") permits a corporation to include in its articles of incorporation a provision limiting or eliminating personal liability of a director to the corporation and its shareholders for monetary damages for conduct as a director, except for (a) any breach of the director's duty of loyalty to the corporation or its shareholders; (b) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (c) any unlawful distribution; and (d) any transaction from which the director derived an improper personal benefit. The OBCA permits indemnification of officers and directors of the Registrant under certain conditions and subject to certain limitations. Section 60.411 of the OBCA also provides that a corporation has the power to purchase and maintain insurance on behalf of an individual against any liability asserted against or incurred by the individual who is or was a director, officer, employee or agent of the corporation or who, while a director, officer, employee or agent of the corporation, is or was serving at the request of the corporation as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, even if the corporation had no power to indemnify the individual against such liability under the provisions of Sections 60.391 or 60.394.

The bylaws of ONSITE Energy, Inc. provide that the corporation shall indemnify to the fullest extent permitted by the OBCA any person against any proceeding by reason of the fact that the person

is or was a director of the corporation or serves at the request of an officer or director of the corporation.

**Texas**

Article 2.02-1 of the Texas Business Corporation Act ("TXBCA") authorizes a Texas corporation to indemnify a person who was, is, or is threatened to be made a named defendant or respondent in a proceeding, including any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative, or investigative because the person is or was a director. The TXBCA provides that unless a court of competent jurisdiction determines otherwise, indemnification is permitted only if it is determined that the person (1) conducted himself in good faith; (2) reasonably believed (a) in the case of conduct in his official capacity as a director of the corporation, that his conduct was in the corporation's best interests; and (b) in all other cases, that his conduct was at least not opposed to the corporation's best interests; and (3) in the case of any criminal proceeding, had no reasonable cause to believe his conduct was unlawful. A person may be indemnified under Article 2.02-1 of the TXBCA against judgments, penalties (including excise and similar taxes), fines, settlements, and reasonable expenses actually incurred by the person (including court costs and attorneys' fees), but if the person is found liable to the corporation or is found liable on the basis that personal benefit was improperly received by him, the indemnification is limited to reasonable expenses actually incurred and shall not be made in respect of any proceeding in which the person has been found liable for willful or intentional misconduct in the performance of his duty to the corporation. A corporation is obligated under Article 2.02-1 of the TXBCA to indemnify a director or officer against reasonable expenses incurred by him in connection with a proceeding in which he is named defendant or respondent because he is or was director or officer if he has been wholly successful, on the merits or otherwise, in the defense of the proceeding. Under Article 2.02-1 of the TXBCA a corporation may (1) indemnify and advance expenses to an officer, employee, agent or other persons who are or were serving at the request of the corporation as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another entity to the same extent that it may indemnify and advance expenses to its directors, (2) indemnify and advance expenses to directors and such other persons identified in (1) to such further extent, consistent with law, as may be provided in the corporation's articles of incorporation, bylaws, action of its board of directors, or contract or as permitted by common law and (3) purchase and maintain insurance or another arrangement on behalf of directors and such other persons identified in (1) against any liability asserted against him and incurred by him in such a capacity or arising out of his status as such a person.

The bylaws of Texas Genco Holdings, Inc. provide for indemnification of directors and officers to the fullest extent permissible under Texas law. The bylaws also provide the company may indemnify any other agent of the company in connection with their agency to the fullest extent permissible under Texas law.

Article 2.20 of the Texas Limited Liability Company Act authorizes a limited liability company to indemnify members and managers, officers, and other persons and purchase and maintain liability insurance for such persons. To the extent that at law or in equity, a member, manager, officer, or other person has duties (including fiduciary duties) and liabilities relating thereto to a limited liability company or to another member or manager, such duties and liabilities may be expanded or restricted by provisions in the regulations.

The regulations of Texas Genco GP, LLC provide for indemnification of members, managers, officers, employees or agents of the company to the full extent permissible under Texas law who are party to any action by reason of the indemnitee's relation to the company, provided the indemnitee acted in good faith and in a manner the indemnitee reasonably believed to be in or not opposed to the best interests of the company, and, with respect to any criminal action or proceeding, did not have reasonable cause to believe the indemnitee's conduct was unlawful.



Article 11 of the Texas Revised Limited Partnership Act ("TRLPA") provides for the indemnification of a general partner, limited partner, employee or agent by the limited partnership under certain circumstances against expenses and liabilities incurred in legal proceedings involving such persons because of their being or having been a general partner, limited partner, employee or agent of the limited partnership. Under the TRLPA, a limited partnership may purchase insurance on behalf of a general partner, limited partner, employee or agent of the limited partnership against any liability incurred regardless of whether the person could be indemnified under the TLRPA.

The limited partnership agreements of NRG South Texas LP and Texas Genco Services, LP provide for the indemnification of any general partner, limited partner, employee or agent of the partnership to the fullest extent permissible under Texas law in any action to which the indemnitee becomes, or is threatened to be made, a respondent or defendant because of the indemnitee's relation to the partnership. The partnerships may also purchase insurance against any liabilities incurred with regard to a general partner, limited partner, employee or agent.

**Vermont**

The Vermont Business Corporation Act (11A Section 8.51, Section 8.52, Section 8.54, Section 8.55 and Section 8.56) provides that a corporation may indemnify an individual party to a proceeding if such individual was a director who conducted himself in good faith or the director believed his conduct was in the best interests of the corporation.

The bylaws of Energy Protection Insurance Company provide for indemnification of parties to the fullest extent permissible under the Vermont Business Corporation Act and satisfies certain standards of conduct.

**Item 21. Exhibits.**

Reference is made to the attached Exhibit Index.

**Item 22. Undertakings.**

(a) Each of the undersigned registrants hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

*provided, however*, that paragraphs (a)(1)(i), (a)(1)(ii) and (a)(1)(iii) of this section do not apply if information required to be included in a post-effective amendment by those paragraphs is contained in

reports filed with or furnished to the Commission by the registrant pursuant to section 13 or section 15(d) of the Exchange Act that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act to any purchaser:

(i) Each prospectus filed by the registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement;

(ii) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by section 10(a) of the Securities Act shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date; and

(iii) Each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A (§230.430A of this chapter), shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(5) That, for the purpose of determining liability of the registrant under the Securities Act to any purchaser in the initial distribution of the securities, the undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the

securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

(b) Each of the undersigned registrants hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of such annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the provisions referred to in Item 15, or otherwise, each of the registrants has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by such registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, such registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

(d) The undersigned registrant hereby undertakes to respond to requests for information that is incorporated by reference into the prospectus pursuant to Items 4, 10(b), 11, or 13 of this Form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

(e) The undersigned registrant hereby undertakes to supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Energy, Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

NRG ENERGY, INC.

By: /s/ DAVID CRANE

\_\_\_\_\_  
Name: David Crane  
Title: *President and Chief Executive Officer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer (principal accounting officer)
<u>/s/ HOWARD E. COSGROVE</u> Howard E. Cosgrove	Chairman of the Board of Directors

Signature

Title

/s/ JOHN F. CHLEBOWSKI

John F. Chlebowski

Director

/s/ LAWRENCE S. COBEN

Lawrence S. Coben

Director

/s/ STEPHEN L. CROPPER

Stephen L. Cropper

Director

/s/ WILLIAM E. HANTKE

William E. Hantke

Director

/s/ PAUL W. HOBBY

Paul W. Hobby

Director

/s/ GERALD LUTERMAN

Gerald Luterman

Director

/s/ KATHLEEN A. MCGINTY

Kathleen A. McGinty

Director

/s/ ANNE C. SCHAUMBURG

Anne C. Schaumburg

Director

/s/ HERBERT H. TATE

Herbert H. Tate

Director

/s/ THOMAS H. WIEDEMEYER

Thomas H. Wiedemeyer

Director

/s/ WALTER R. YOUNG

Walter R. Young

Director

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Arthur Kill Power LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

ARTHUR KILL POWER LLC

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
/s/ DAVID CRANE _____ David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
/s/ CHRISTIAN S. SCHADE _____ Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
/s/ JAMES J. INGOLDSBY _____ James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Astoria Gas Turbine Power LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, July 11, 2011.

ASTORIA GAS TURBINE POWER LLC

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<p style="text-align: center;">/s/ DAVID CRANE</p> <p>_____</p> <p style="text-align: center;">David Crane</p>	<p>President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)</p>
<p style="text-align: center;">/s/ CHRISTIAN S. SCHADE</p> <p>_____</p> <p style="text-align: center;">Christian S. Schade</p>	<p>Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)</p>
<p style="text-align: center;">/s/ JAMES J. INGOLDSBY</p> <p>_____</p> <p style="text-align: center;">James J. Ingoldsby</p>	<p>Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)</p>
<p>NRG ENERGY, INC.</p>	<p>Sole Member</p>

By: /s/ CHRISTOPHER SOTOS  
\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Cabrillo Power I LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

CABRILLO POWER I LLC

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
/s/ DAVID CRANE _____ David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
/s/ CHRISTIAN S. SCHADE _____ Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
/s/ JAMES J. INGOLDSBY _____ James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
WEST COAST POWER LLC	Sole Member

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Cabrillo Power II LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

CABRILLO POWER II LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)

WEST COAST POWER LLC

Sole Member

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos  
Title: *Treasurer*

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Carbon Management Solutions LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

CARBON MANAGEMENT SOLUTIONS LLC

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
/s/ DAVID CRANE _____ David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
/s/ CHRISTIAN S. SCHADE _____ Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
/s/ JAMES J. INGOLDSBY _____ James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ CHRISTOPHER SOTOS  
\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Clean Edge Energy LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

CLEAN EDGE ENERGY LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG POWER MARKETING LLC	Sole Member

By: /s/ CHRISTOPHER SOTOS  
Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Conemaugh Power LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

CONEMAUGH POWER LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ CHRISTOPHER SOTOS  
Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Connecticut Jet Power LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

CONNECTICUT JET POWER LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ CHRISTOPHER SOTOS  
Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Cottonwood Development LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

COTTONWOOD DEVELOPMENT LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG SOUTH CENTRAL GENERATING LLC	Sole Member

By: /s/ CHRISTOPHER SOTOS  
Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Cottonwood Energy Company LP, a Delaware limited partnership, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

COTTONWOOD ENERGY COMPANY LP

By: Cottonwood Generating Partners I LLC,  
its General Partner

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
COTTONWOOD GENERATING PARTNERS I LLC	Sole Member

By: /s/ CHRISTOPHER SOTOS  
Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Cottonwood Generating I LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

COTTONWOOD GENERATING PARTNERS I LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
COTTONWOOD DEVELOPMENT LLC	Sole Member

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos  
Title: *Vice President and Treasurer*



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Cottonwood Generating Partners II LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

COTTONWOOD GENERATING PARTNERS II LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
COTTONWOOD DEVELOPMENT LLC	Sole Member

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Cottonwood Generating Partners III LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

COTTONWOOD GENERATING PARTNERS III LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
COTTONWOOD DEVELOPMENT LLC	Sole Member

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Cottonwood Technology Partners LP, a Delaware limited partnership, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

COTTONWOOD TECHNOLOGY PARTNERS LP

By: Cottonwood Generating Partners I, LLC, its  
General Partner

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
/s/ DAVID CRANE _____ David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
/s/ CHRISTIAN S. SCHADE _____ Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
/s/ JAMES J. INGOLDSBY _____ James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
COTTONWOOD GENERATING PARTNERS I LLC	Sole Member

By: /s/ CHRISTOPHER SOTOS  
\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Devon Power LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

DEVON POWER LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ CHRISTOPHER SOTOS  
Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Dunkirk Power LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

DUNKIRK POWER LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ CHRISTOPHER SOTOS  
Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Eastern Sierra Energy Company, a California corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

EASTERN SIERRA ENERGY COMPANY

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ M. STEPHEN HOFFMANN</u> M. Stephen Hoffmann	Director
<u>/s/ JENNIFER HEIN</u> Jennifer Hein	Director

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, El Segundo Power, LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

EL SEGUNDO POWER, LLC

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
/s/ DAVID CRANE _____ David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
/s/ CHRISTIAN S. SCHADE _____ Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
/s/ JAMES J. INGOLDSBY _____ James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
WEST COAST POWER LLC	Sole Member

By: /s/ CHRISTOPHER SOTOS  
\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, El Segundo Power II LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

EL SEGUNDO POWER II LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
WEST COAST POWER LLC	Sole Member
By: <u>/s/ CHRISTOPHER SOTOS</u> Name: Christopher Sotos Title: <i>Treasurer</i>	



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Elbow Creek Wind Project LLC, a Texas limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

ELBOW CREEK WIND PROJECT LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos  
Title: *Vice President and Controller*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG WIND DEVELOPMENT COMPANY LLC	Sole Member
By: <u>/s/ CHRISTOPHER SOTOS</u> Name: Christopher Sotos Title: <i>Treasurer</i>	

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Energy Protection Insurance Company, a Vermont corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

ENERGY PROTECTION INSURANCE COMPANY

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
/s/ DAVID CRANE _____ David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
/s/ CHRISTIAN S. SCHADE _____ Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
/s/ JAMES J. INGOLDSBY _____ James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
/s/ M. STEPHEN HOFFMANN _____ M. Stephen Hoffmann	Director

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, GCP Funding Company, LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

GCP FUNDING COMPANY, LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos  
Title: *Management Board Member*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG TEXAS LLC	Sole Member
By: <u>/s/ CHRISTOPHER SOTOS</u>	
Name: Christopher Sotos Title: <i>Vice President and Treasurer</i>	

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Green Mountain Energy Company, a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

GREEN MOUNTAIN ENERGY COMPANY

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Vice President, Treasury*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ JOHN RAGAN</u> John Ragan	Director



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Indian River Operations Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

INDIAN RIVER OPERATIONS INC.

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ MICHAEL R. BRAMNICK</u> Michael R. Bramnick	Sole Director

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Indian River Power LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

INDIAN RIVER POWER LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ CHRISTOPHER SOTOS  
Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Keystone Power LLC, a Delaware limited liability company, has duly caused this Pre-effective Aemndment No. 1 to Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

KEYSTONE POWER LLC

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Pre-effective Amendment No. 1 to Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
/s/ DAVID CRANE _____ David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
/s/ CHRISTIAN S. SCHADE _____ Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
/s/ JAMES J. INGOLDSBY _____ James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ CHRISTOPHER SOTOS  
\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Vice President and Treasurer*



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Langford Wind Power, LLC, a Texas limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

LANGFORD WIND POWER, LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG WIND DEVELOPMENT COMPANY LLC	Sole Member
By: <u>/s/ CHRISTOPHER SOTOS</u> Name: Christopher Sotos Title: <i>Treasurer</i>	

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Louisiana Generating LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

LOUISIANA GENERATING LLC

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
/s/ DAVID CRANE _____ David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
/s/ CHRISTIAN S. SCHADE _____ Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
/s/ JAMES J. INGOLDSBY _____ James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG SOUTH CENTRAL GENERATING LLC	Sole Member

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Meriden Gas Turbines LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

MERIDEN GAS TURBINES LLC

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
/s/ DAVID CRANE _____ David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
/s/ CHRISTIAN S. SCHADE _____ Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
/s/ JAMES J. INGOLDSBY _____ James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Middletown Power LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

MIDDLETOWN POWER LLC

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
/s/ DAVID CRANE _____ David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
/s/ CHRISTIAN S. SCHADE _____ Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
/s/ JAMES J. INGOLDSBY _____ James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Montville Power LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

MONTVILLE POWER LLC

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
/s/ DAVID CRANE _____ David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
/s/ CHRISTIAN S. SCHADE _____ Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
/s/ JAMES J. INGOLDSBY _____ James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NEO Corporation, a Minnesota corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

NEO CORPORATION

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ ROBERT MARTIN HENRY</u> Robert Martin Henry	Sole Director

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NEO Freehold-Gen LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

NEO FREEHOLD-GEN LLC

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
/s/ DAVID CRANE _____ David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
/s/ CHRISTIAN S. SCHADE _____ Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
/s/ JAMES J. INGOLDSBY _____ James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NEO CORPORATION	Sole Member

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NEO Power Services Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

NEO POWER SERVICES INC.

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ ROBERT MARTIN HENRY</u> Robert Martin Henry	Sole Director



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, New Genco GP, LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

NEW GENCO GP, LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG TEXAS LLC	Sole Member

By: /s/ CHRISTOPHER SOTOS  
Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Norwalk Power LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

NORWALK POWER LLC

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
/s/ DAVID CRANE _____ David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
/s/ CHRISTIAN S. SCHADE _____ Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
/s/ JAMES J. INGOLDSBY _____ James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ CHRISTOPHER SOTOS  
\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Affiliate Services Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

NRG AFFILIATE SERVICES INC.

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ DENISE WILSON</u> Denise Wilson	Sole Director

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Artesian Energy LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

NRG ARTESIAN ENERGY LLC

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
/s/ DAVID CRANE _____ David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
/s/ CHRISTIAN S. SCHADE _____ Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
/s/ JAMES J. INGOLDSBY _____ James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG TEXAS LLC	Sole Member

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Arthur Kill Operations Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

NRG ARTHUR KILL OPERATIONS INC.

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ MICHAEL R. BRAMNICK</u> Michael R. Bramnick	Sole Director

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Astoria Gas Turbine Operations Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

NRG ASTORIA GAS TURBINE OPERATIONS INC.

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos

Title: *Treasurer*

## POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ MICHAEL R. BRAMNICK</u> Michael R. Bramnick	Sole Director

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Bayou Cove LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

NRG BAYOU COVE LLC

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
/s/ DAVID CRANE _____ David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
/s/ CHRISTIAN S. SCHADE _____ Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
/s/ JAMES J. INGOLDSBY _____ James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG SOUTH CENTRAL GENERATING LLC	Sole Member

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Cabrillo Power Operations Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

NRG CABRILLO POWER OPERATIONS INC.

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
/s/ DAVID CRANE _____ David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
/s/ CHRISTIAN S. SCHADE _____ Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
/s/ JAMES J. INGOLDSBY _____ James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
/s/ MICHAEL R. BRAMNICK _____ Michael R. Bramnick	Sole Director



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG California Peaker Operations LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

NRG CALIFORNIA PEAKER OPERATIONS LLC

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
/s/ DAVID CRANE _____ David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
/s/ CHRISTIAN S. SCHADE _____ Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
/s/ JAMES J. INGOLDSBY _____ James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG OPERATING SERVICES, INC.	Sole Member

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Cedar Bayou Development Company, LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

NRG CEDAR BAYOU DEVELOPMENT COMPANY, LLC

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
/s/ DAVID CRANE _____ David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
/s/ CHRISTIAN S. SCHADE _____ Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
/s/ JAMES J. INGOLDSBY _____ James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Connecticut Affiliate Services Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

NRG CONNECTICUT AFFILIATE SERVICES INC.

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
/s/ DAVID CRANE _____ David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
/s/ CHRISTIAN S. SCHADE _____ Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
/s/ JAMES J. INGOLDSBY _____ James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
/s/ TOM LYNCH _____ Tom Lynch	Sole Director

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Construction LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

NRG CONSTRUCTION LLC

By: /s/ RACHEL SMITH

\_\_\_\_\_  
Name: Rachel Smith  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
/s/ DAVID CRANE _____ David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
/s/ CHRISTIAN S. SCHADE _____ Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
/s/ JAMES J. INGOLDSBY _____ James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Development Company Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

NRG DEVELOPMENT COMPANY INC.

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ ROBERT MARTIN HENRY</u> Robert Martin Henry	Sole Director

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Devon Operations Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

NRG DEVON OPERATIONS INC.

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ MICHAEL R. BRAMNICK</u> Michael R. Bramnick	Sole Director

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Dunkirk Operations Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

NRG DUNKIRK OPERATIONS INC.

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ MICHAEL R. BRAMNICK</u> Michael R. Bramnick	Sole Director

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG El Segundo Operations Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

NRG EL SEGUNDO OPERATIONS INC.

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ MICHAEL R. BRAMNICK</u> Michael R. Bramnick	Sole Director



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Energy Labor Services LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

NRG ENERGY LABOR SERVICES LLC

By: /s/ GAETAN FROTTE

\_\_\_\_\_  
Name: Gaetan Frotte  
Title: *Vice President and Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
/s/ DAVID CRANE _____ David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
/s/ CHRISTIAN S. SCHADE _____ Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
/s/ JAMES J. INGOLDSBY _____ James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY SERVICES GROUP LLC	Sole Member

By: /s/ CHRISTOPHER SOTOS  
\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Vice President and Treasurer*



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Energy Services LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

NRG ENERGY SERVICES LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos

Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
/s/ DAVID CRANE _____ David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
/s/ CHRISTIAN S. SCHADE _____ Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
/s/ JAMES J. INGOLDSBY _____ James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos

Title: *Vice President and Treasurer*

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Generation Holdings, Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

NRG GENERATION HOLDINGS, INC.

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ CATHERINE CALLAWAY</u> Catherine Callaway	Director
<u>/s/ JOHN RAGAN</u> John Ragan	Director

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Huntley Operations Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

NRG HUNTLEY OPERATIONS INC.

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ MICHAEL R. BRAMNICK</u> Michael R. Bramnick	Sole Director

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Ilion Limited Partnership, a Delaware limited partnership, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

NRG ILION LIMITED PARTNERSHIP

By: NRG Rockford Acquisition LLC, its General Partner

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
/s/ DAVID CRANE _____ David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
/s/ CHRISTIAN S. SCHADE _____ Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
/s/ JAMES J. INGOLDSBY _____ James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ROCKFORD ACQUISITION LLC	General Partner

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Ilion LP LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

NRG ILION LP LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ CHRISTOPHER SOTOS  
Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG International LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

NRG INTERNATIONAL LLC

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
/s/ DAVID CRANE _____ David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
/s/ CHRISTIAN S. SCHADE _____ Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
/s/ JAMES J. INGOLDSBY _____ James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ CHRISTOPHER SOTOS  
\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Vice President and Treasurer*



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Maintenance Services LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

NRG MAINTENANCE SERVICES LLC

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
/s/ DAVID CRANE _____ David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
/s/ CHRISTIAN S. SCHADE _____ Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
/s/ JAMES J. INGOLDSBY _____ James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY SERVICES GROUP LLC	Sole Member

By: /s/ LYNNE PRZYCHODZKI  
\_\_\_\_\_  
Name: Lynne Przychodzki  
Title: *Assistant Secretary*

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Mextrans Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

NRG MEXTRANS INC.

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ M. STEPHEN HOFFMANN</u> M. Stephen Hoffmann	Director

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG MidAtlantic Affiliate Services Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

NRG MIDATLANTIC AFFILIATE SERVICES INC.

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ TOM LYNCH</u> Tom Lynch	Sole Director

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Middletown Operations Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

NRG MIDDLETOWN OPERATIONS INC.

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ MICHAEL R. BRAMNICK</u> Michael R. Bramnick	Sole Director

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Montville Operations Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

NRG MONTVILLE OPERATIONS INC.

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ MICHAEL R. BRAMNICK</u> Michael R. Bramnick	Sole Director

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG New Jersey Energy Sales LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

NRG NEW JERSEY ENERGY SALES LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG POWER MARKETING LLC	Sole Member

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG New Roads Holdings LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

NRG NEW ROADS HOLDINGS LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG SOUTH CENTRAL GENERATING LLC	Sole Member

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos  
Title: *Treasurer*

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG North Central Operations Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

NRG NORTH CENTRAL OPERATIONS INC.

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ MICHAEL R. BRAMNICK</u> Michael R. Bramnick	Sole Director



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Northeast Affiliate Services Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

NRG NORTHEAST AFFILIATE SERVICES INC.

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos

Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
/s/ DAVID CRANE _____ David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
/s/ CHRISTIAN S. SCHADE _____ Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
/s/ JAMES J. INGOLDSBY _____ James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
/s/ TOM LYNCH _____ Tom Lynch	Sole Director

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Norwalk Harbor Operations Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

NRG NORWALK HARBOR OPERATIONS INC.

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
/s/ DAVID CRANE _____ David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
/s/ CHRISTIAN S. SCHADE _____ Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
/s/ JAMES J. INGOLDSBY _____ James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
/s/ MICHAEL R. BRAMNICK _____ Michael R. Bramnick	Sole Director

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Operating Services, Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

NRG OPERATING SERVICES, INC.

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
/s/ DAVID CRANE _____ David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
/s/ CHRISTIAN S. SCHADE _____ Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
/s/ JAMES J. INGOLDSBY _____ James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
/s/ MICHAEL R. BRAMNICK _____ Michael R. Bramnick	Sole Director

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Oswego Harbor Power Operations Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

NRG OSWEGO HARBOR POWER OPERATIONS INC.

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ MICHAEL R. BRAMNICK</u> Michael R. Bramnick	Sole Director

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG PacGen Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

NRG PACGEN INC.

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ M. STEPHEN HOFFMANN</u> M. Stephen Hoffmann	Director

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Power Marketing LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

NRG POWER MARKETING LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ CHRISTOPHER SOTOS  
Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Retail LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

NRG RETAIL LLC

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<p style="text-align: center;">/s/ DAVID CRANE</p> <p>_____</p> <p style="text-align: center;">David W. Crane</p>	<p>President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)</p>
<p style="text-align: center;">/s/ CHRISTIAN S. SCHADE</p> <p>_____</p> <p style="text-align: center;">Christian S. Schade</p>	<p>Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)</p>
<p style="text-align: center;">/s/ JAMES J. INGOLDSBY</p> <p>_____</p> <p style="text-align: center;">James J. Ingoldsby</p>	<p>Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)</p>
<p>NRG ENERGY, INC.</p>	<p>Sole Member</p>

By: /s/ CHRISTOPHER SOTOS  
\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Rockford Acquisition LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

NRG ROCKFORD ACQUISITION LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David W. Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member
By: <u>/s/ CHRISTOPHER SOTOS</u> Name: Christopher Sotos Title: <i>Vice President and Treasurer</i>	



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Saguario Operations Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

NRG SAGUARO OPERATIONS INC.

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ MICHAEL R. BRAMNICK</u> Michael R. Bramnick	Sole Director

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Services Corporation, a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

NRG SERVICES CORPORATION

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
/s/ DAVID CRANE _____ David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
/s/ CHRISTIAN S. SCHADE _____ Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
/s/ JAMES J. INGOLDSBY _____ James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
/s/ TOM LYNCH _____ Tom Lynch	Sole Director

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG SimplySmart Solutions LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

NRG SIMPLYSMART SOLUTIONS LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ CHRISTOPHER SOTOS  
Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG South Central Affiliate Services Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

NRG SOUTH CENTRAL AFFILIATE SERVICES INC.

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
/s/ DAVID CRANE _____ David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
/s/ CHRISTIAN S. SCHADE _____ Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
/s/ JAMES J. INGOLDSBY _____ James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
/s/ TOM LYNCH _____ Tom Lynch	Sole Director

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG South Central Generating LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

NRG SOUTH CENTRAL GENERATING LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ CHRISTOPHER SOTOS  
Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG South Central Operations Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

NRG SOUTH CENTRAL OPERATIONS INC.

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ MICHAEL R. BRAMNICK</u> Michael R. Bramnick	Sole Director

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG South Texas LP, a Texas limited partnership, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

NRG SOUTH TEXAS LP

By: Texas Genco GP, LLC, its General Partner

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
/s/ DAVID CRANE _____ David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
/s/ CHRISTIAN S. SCHADE _____ Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
/s/ JAMES J. INGOLDSBY _____ James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
TEXAS GENCO GP, LLC	General Partner
By: /s/ CHRISTOPHER SOTOS _____ Name: Christopher Sotos Title: <i>Vice President and Treasurer</i>	

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Texas C&I Supply LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

NRG TEXAS C&I SUPPLY LLC

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
/s/ DAVID CRANE _____ David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
/s/ CHRISTIAN S. SCHADE _____ Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
/s/ JAMES J. INGOLDSBY _____ James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ CHRISTOPHER SOTOS  
\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Vice President and Treasurer*



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Texas Holding Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

NRG TEXAS HOLDING INC.

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<p style="text-align: center;">/s/ DAVID CRANE</p> <p>_____</p> <p style="text-align: center;">David Crane</p>	<p>President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)</p>
<p style="text-align: center;">/s/ CHRISTIAN S. SCHADE</p> <p>_____</p> <p style="text-align: center;">Christian S. Schade</p>	<p>Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)</p>
<p style="text-align: center;">/s/ JAMES J. INGOLDSBY</p> <p>_____</p> <p style="text-align: center;">James J. Ingoldsby</p>	<p>Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)</p>
<p style="text-align: center;">/s/ CHRISTOPHER SOTOS</p> <p>_____</p> <p style="text-align: center;">Christopher Sotos</p>	<p>Director</p>

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Texas LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

NRG TEXAS LLC

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<p style="text-align: center;">/s/ DAVID CRANE</p> <p style="text-align: center;">_____ David Crane</p>	<p>President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)</p>
<p style="text-align: center;">/s/ CHRISTIAN S. SCHADE</p> <p style="text-align: center;">_____ Christian S. Schade</p>	<p>Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)</p>
<p style="text-align: center;">/s/ JAMES J. INGOLDSBY</p> <p style="text-align: center;">_____ James J. Ingoldsby</p>	<p>Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)</p>
<p>NRG ENERGY, INC.</p>	<p>Sole Member</p>
<p>By: /s/ CHRISTOPHER SOTOS</p> <p style="text-align: center;">_____ Name: Christopher Sotos Title: <i>Vice President and Treasurer</i></p>	

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Texas Power LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

NRG TEXAS POWER LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG TEXAS LLC	Sole Member
By: <u>/s/ CHRISTOPHER SOTOS</u> Name: Christopher Sotos Title: <i>Vice President and Treasurer</i>	

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG West Coast LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

NRG WEST COAST LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ CHRISTOPHER SOTOS  
Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Western Affiliate Services Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

NRG WESTERN AFFILIATE SERVICES INC.

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ TOM LYNCH</u> Tom Lynch	Sole Director

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, O'Brien Cogeneration, Inc. II, a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

O'BRIEN COGENERATION, INC. II

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

## POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ M. STEPHEN HOFFMANN</u> M. Stephen Hoffmann	Director

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, ONSITE Energy, Inc., an Oregon corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

ONSITE ENERGY, INC.

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ M. STEPHEN HOFFMANN</u> M. Stephen Hoffmann	Director

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Oswego Harbor Power LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

OSWEGO HARBOR POWER LLC

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
/s/ DAVID CRANE _____ David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
/s/ CHRISTIAN S. SCHADE _____ Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
/s/ JAMES J. INGOLDSBY _____ James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Vice President and Treasurer*



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Pennywise Power LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

PENNYWISE POWER LLC

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
/s/ DAVID CRANE _____ David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
/s/ CHRISTIAN S. SCHADE _____ Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
/s/ JAMES J. INGOLDSBY _____ James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, RE Retail Receivables, LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

RE RETAIL RECEIVABLES, LLC

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
/s/ DAVID CRANE _____ David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
/s/ CHRISTIAN S. SCHADE _____ Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
/s/ JAMES J. INGOLDSBY _____ James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
RELIANT ENERGY RETAIL SERVICES, LLC	Sole Member

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Reliant Energy Northeast LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

RELIANT ENERGY NORTHEAST LLC

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
/s/ DAVID CRANE _____ David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
/s/ CHRISTIAN S. SCHADE _____ Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
/s/ JAMES J. INGOLDSBY _____ James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
RELIANT ENERGY RETAIL HOLDINGS, LLC	Sole Member

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Reliant Energy Power Supply, LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

RELIANT ENERGY POWER SUPPLY, LLC

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
/s/ DAVID CRANE _____ David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
/s/ CHRISTIAN S. SCHADE _____ Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
/s/ JAMES J. INGOLDSBY _____ James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
RELIANT ENERGY RETAIL HOLDINGS, LLC	Sole Member

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Reliant Energy Retail Holdings, LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

RELIANT ENERGY RETAIL HOLDINGS, LLC

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
/s/ DAVID CRANE _____ David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
/s/ CHRISTIAN S. SCHADE _____ Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
/s/ JAMES J. INGOLDSBY _____ James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
RERH HOLDINGS, LLC	Sole Member

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Reliant Energy Retail Services, LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

RELIANT ENERGY RETAIL SERVICES, LLC

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
/s/ DAVID CRANE _____ David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
/s/ CHRISTIAN S. SCHADE _____ Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
/s/ JAMES J. INGOLDSBY _____ James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
RELIANT ENERGY RETAIL HOLDINGS, LLC	Sole Member

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Reliant Energy Texas Retail, LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

RELIANT ENERGY TEXAS RETAIL, LLC

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
/s/ DAVID CRANE _____ David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
/s/ CHRISTIAN S. SCHADE _____ Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
/s/ JAMES J. INGOLDSBY _____ James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, RERH Holdings, LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

RERH HOLDINGS, LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG RETAIL, LLC	Sole Member

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos  
Title: *President and Treasurer*



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Saguaro Power LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

SAGUARO POWER LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG WEST COAST LLC	Sole Member

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos  
Title: *Treasurer*

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Somerset Operations Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

SOMERSET OPERATIONS INC.

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ MICHAEL R. BRAMNICK</u> Michael R. Bramnick	Sole Director

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Somerset Power LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

SOMERSET POWER LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ CHRISTOPHER SOTOS  
Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Texas Genco Financing Corp., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

TEXAS GENCO FINANCING CORP.

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ CATHERINE CALLAWAY</u> Catherine Callaway	Management Committee Member
<u>/s/ JOHN RAGAN</u> John Ragan	Management Committee Member

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Texas Genco GP, LLC, a Texas limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

TEXAS GENCO GP, LLC

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ CATHERINE CALLAWAY</u> Catherine Callaway	Management Committee Member
<u>/s/ JOHN RAGAN</u> John Ragan	Management Committee Member

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Texas Genco Holdings, Inc., a Texas limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

TEXAS GENCO HOLDINGS, INC.

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ CATHERINE CALLAWAY</u> Catherine Callaway	Sole Director

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Texas Genco LP, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

TEXAS GENCO LP, LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos  
Title: *Management Committee Member*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
TEXAS GENCO HOLDINGS, INC.	Sole Member

By: /s/ CHRISTOPHER SOTOS  
Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Texas Genco Operating Services, LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

TEXAS GENCO OPERATING SERVICES, LLC

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
/s/ DAVID CRANE _____ David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
/s/ CHRISTIAN S. SCHADE _____ Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
/s/ JAMES J. INGOLDSBY _____ James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG TEXAS LLC	Sole Member

By: /s/ CHRISTOPHER SOTOS  
\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Vice President and Treasurer*



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Texas Genco Services, LP, a Texas limited partnership, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

TEXAS GENCO SERVICES, LP

By: New Genco GP, LLC, its General Partner

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NEW GENCO GP, LLC	General Partner

By: /s/ CATHERINE CALLAWAY  
Name: Catherine Callaway  
Title: *Vice President and Secretary*

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Vienna Operations Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

VIENNA OPERATIONS INC.

By: /s/ CHRISTOPHER SOTOS

\_\_\_\_\_  
Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ MICHAEL R. BRAMNICK</u> Michael R. Bramnick	Sole Director

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Vienna Power LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

VIENNA POWER LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE*</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos  
Title: *Vice President and Treasurer*

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, WCP (Generation) Holdings LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

WCP (GENERATION) HOLDINGS LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG WEST COAST LLC	Sole Member

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos  
Title: *Treasurer*

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, West Coast Power LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on July 11, 2011.

WEST COAST POWER LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos  
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 11, 2011.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID CRANE</u> David Crane	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ CHRISTIAN S. SCHADE</u> Christian S. Schade	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ JAMES J. INGOLDSBY</u> James J. Ingoldsby	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
WCP (GENERATION) HOLDINGS LLC	Sole Member

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos  
Title: *Treasurer*

## EXHIBIT INDEX

Exhibit No.	Description
1.01	Purchase Agreement, dated as of January 11, 2011, by and among NRG Energy, Inc., as issuer, certain subsidiaries of NRG Energy, Inc., as guarantors, and J.P. Morgan Securities LLC, as initial purchaser, re: \$1,200,000,000 7.625% Senior Notes due 2018.(1)
3.01	Amended and Restated Certificate of Incorporation of NRG Energy, Inc.(2)
3.02	Amended and Restated By-Laws of NRG Energy, Inc.(3)
3.03	Certificate of Formation of Arthur Kill Power LLC.(4)
3.04	Limited Liability Company Agreement of Arthur Kill Power LLC.(4)
3.05	Certificate of Formation of Astoria Gas Turbine Power LLC.(4)
3.06	Limited Liability Company Agreement of Astoria Gas Turbine Power LLC.(4)
3.07	Certificate of Formation of Cabrillo Power I LLC.(5)
3.08	Limited Liability Company Agreement of Cabrillo Power I LLC.(5)
3.09	Certificate of Formation of Cabrillo Power II LLC.(5)
3.10	Limited Liability Company Agreement of Cabrillo Power II LLC.(5)
3.11	Certificate of Formation of Carbon Management Solutions LLC.(5)
3.12	Limited Liability Company Agreement of Carbon Management Solutions LLC.(5)
3.13	Certificate of Formation of Clean Edge Energy LLC.(5)
3.14	Limited Liability Company Agreement of Clean Edge Energy LLC.(5)
3.15	Certificate of Formation of Conemaugh Power LLC.(4)
3.16	Limited Liability Company Agreement of Conemaugh Power LLC.(4)
3.17	Certificate of Formation of Connecticut Jet Power LLC.(4)
3.18	Limited Liability Company Agreement of Connecticut Jet Power LLC.(4)
3.19	Certificate of Formation of Cottonwood Development LLC.(5)
3.20	Limited Liability Company Agreement of Cottonwood Development LLC.(5)
3.21	Certificate of Formation of Cottonwood Energy Company LP.(5)
3.22	Limited Partnership Agreement of Cottonwood Energy Company LP.(5)
3.23	Certificate of Formation of Cottonwood Generating Partners I LLC.(5)
3.24	Limited Liability Company Agreement of Cottonwood Generating Partners I LLC.(5)
3.25	Certificate of Formation of Cottonwood Generating Partners II LLC.(5)
3.26	Limited Liability Company Agreement of Cottonwood Generating Partners II LLC.(5)
3.27	Certificate of Formation of Cottonwood Generating Partners III LLC.(5)
3.28	Limited Liability Company Agreement of Cottonwood Generating Partners III LLC.(5)
3.29	Certificate of Formation of Cottonwood Technology Partners LP.(5)

Exhibit No.	Description
3.30	Limited Partnership Agreement of Cottonwood Technology Partners LP.(5)
3.31	Certificate of Formation of Devon Power LLC.(4)
3.32	Limited Liability Company Agreement of Devon Power LLC.(4)
3.33	Certificate of Formation of Dunkirk Power LLC.(4)
3.34	Limited Liability Company Agreement of Dunkirk Power LLC.(4)
3.35	Articles of Incorporation of Eastern Sierra Energy Company.(4)
3.36	By-Laws of Eastern Sierra Energy Company.(4)
3.37	Certificate of Formation of El Segundo Power, LLC.(5)
3.38	Limited Liability Company Agreement of El Segundo Power, LLC.(5)
3.39	Certificate of Formation of El Segundo Power II LLC.(4)
3.40	Limited Liability Company Agreement of El Segundo Power II LLC.(4)
3.41	Certificate of Formation of Elbow Creek Wind Project LLC.(5)
3.42	Limited Liability Company Agreement of Elbow Creek Wind Project LLC.(5)
3.43	Articles of Incorporation of Energy Protection Insurance Company.(6)
3.44	By-Laws of Energy Protection Insurance Company.(6)
3.45	Certificate of Formation of GCP Funding Company, LLC.(5)
3.46	Limited Liability Company Agreement of GCP Funding Company, LLC.(5)
3.47	Certificate of Incorporation of Green Mountain Energy Company.(5)
3.48	By-Laws of Green Mountain Energy Company.(5)
3.49	Certificate of Formation of Huntley Power LLC.(4)
3.50	Limited Liability Company Agreement of Huntley Power LLC.(4)
3.51	Certificate of Incorporation of Indian River Operations Inc.(4)
3.52	By-Laws of Indian River Operations Inc.(4)
3.53	Certificate of Formation of Indian River Power LLC.(4)
3.54	Limited Liability Company Agreement of Indian River Power LLC.(4)
3.55	Certificate of Formation of Keystone Power LLC.(4)
3.56	Limited Liability Company Agreement of Keystone Power LLC.(4)
3.57	Certificate of Formation of Langford Wind Power, LLC.(5)
3.58	Limited Liability Company Agreement of Langford Wind Power, LLC.(5)
3.59	Certificate of Formation of Louisiana Generating LLC.(4)
3.60	Limited Liability Company Agreement of Louisiana Generating LLC.(4)
3.61	Certificate of Formation of Middletown Power LLC.(4)
3.62	Limited Liability Company Agreement of Middletown Power LLC.(4)





Exhibit No.	Description
3.63	Certificate of Formation of Meriden Gas Turbines LLC.(6)
3.64	Limited Liability Company Agreement of Meriden Gas Turbines LLC.(6)
3.65	Certificate of Formation of Montville Power LLC.(4)
3.66	Limited Liability Company Agreement of Montville Power LLC.(4)
3.67	Articles of Incorporation of NEO Corporation.(4)
3.68	By-Laws of NEO Corporation.(4)
3.69	Certificate of Formation of NEO Freehold-Gen LLC.(4)
3.70	Limited Liability Company Agreement of NEO Freehold-Gen LLC.(4)
3.71	Certificate of Incorporation of NEO Power Services Inc.(4)
3.72	By-Laws of NEO Power Services Inc.(4)
3.73	Certificate of Formation of New Genco GP, LLC.(5)
3.74	Limited Liability Company Agreement of New Genco GP, LLC.(5)
3.75	Certificate of Formation of Norwalk Power LLC.(4)
3.76	Limited Liability Company Agreement of Norwalk Power LLC.(4)
3.77	Certificate of Incorporation of NRG Affiliate Services Inc.(4)
3.78	By-Laws of NRG Affiliate Services Inc.(4)
3.79	Certificate of Incorporation of NRG Arthur Kill Operations Inc.(4)
3.80	By-Laws of NRG Arthur Kill Operations Inc.(4)
3.81	Certificate of Formation of NRG Artesian Energy LLC.(5)
3.82	Limited Liability Company Agreement of NRG Artesian Energy LLC.(5)
3.83	Certificate of Incorporation of NRG Astoria Gas Turbine Operations Inc.(4)
3.84	By-Laws of NRG Astoria Gas Turbine Operations Inc.(4)
3.85	Certificate of Formation of NRG Bayou Cove LLC.(4)
3.86	Limited Liability Company Agreement of NRG Bayou Cove LLC.(4)
3.87	Certificate of Incorporation of NRG Cabrillo Power Operations Inc.(4)
3.88	By-Laws of NRG Cabrillo Power Operations Inc.(4)
3.89	Certificate of Formation of NRG California Peaker Operations LLC.(4)
3.90	Limited Liability Company Agreement of NRG California Peaker Operations LLC.(4)
3.91	Certificate of Incorporation of NRG Connecticut Affiliate Services Inc.(4)
3.92	Certificate of Formation of NRG Cedar Bayou Development Company, LLC.(5)
3.93	Limited Liability Company Agreement of Formation of NRG Cedar Bayou Development Company, LLC.(5)
3.94	By-Laws of NRG Connecticut Affiliate Services Inc.(4)



Exhibit No.	Description
3.95	Certificate of Formation of NRG Construction LLC.(5)
3.96	Limited Liability Company Agreement of NRG Construction LLC.(5)
3.97	Certificate of Incorporation of NRG Devon Operations Inc.(4)
3.98	By-Laws of NRG Development Company Inc.(6)
3.99	Certificate of Incorporation of NRG Development Company Inc.(6)
3.100	By-Laws of NRG Devon Operations Inc.(4)
3.101	Certificate of Incorporation of NRG Dunkirk Operations Inc.(4)
3.102	By-Laws of NRG Dunkirk Operations, Inc.(4)
3.103	Certificate of Incorporation of NRG El Segundo Operations Inc.(4)
3.104	By-Laws of NRG El Segundo Operations Inc.(4)
3.105	Certificate of Formation of NRG Energy Labor Services LLC.(6)
3.106	Limited Liability Company Agreement of NRG Energy Labor Services LLC.(6)
3.107	Certificate of Formation of NRG Energy Services Group LLC.(6)
3.108	Limited Liability Company Agreement of NRG Energy Services Group LLC.(6)
3.109	Certificate of Formation of NRG Energy Services LLC.(5)
3.110	Limited Liability Company Agreement of NRG Energy Services LLC.(5)
3.111	Certificate of Incorporation of NRG Generation Holdings, Inc.(5)
3.112	By-Laws of NRG Generation Holdings, Inc.(5)
3.113	Certificate of Incorporation of NRG Huntley Operations Inc.(4)
3.114	By-Laws of NRG Huntley Operations Inc.(4)
3.115	Certificate of Formation of NRG Ilion Limited Partnership.(6)
3.116	Limited Partnership Agreement of NRG Ilion Limited Partnership.(6)
3.117	Certificate of Formation of NRG Ilion LP LLC.(6)
3.118	Limited Liability Company Agreement of NRG Ilion LP LLC.(6)
3.119	Certificate of Formation of NRG International LLC.(4)
3.120	Limited Liability Company Agreement of NRG International LLC.(4)
3.121	Certificate of Formation of NRG Maintenance Services LLC.(6)
3.122	Limited Liability Company Agreement of NRG Maintenance Services LLC.(6)
3.123	Certificate of Formation of NRG Mextrans LLC.(6)
3.124	Limited Liability Company Agreement of NRG Mextrans LLC.(6)
3.125	Certificate of Incorporation of NRG MidAtlantic Affiliate Services Inc.(4)
3.126	By-Laws of NRG MidAtlantic Affiliate Services Inc.(4)
3.127	Certificate of Incorporation of NRG Middletown Operations Inc.(4)



Exhibit No.	Description
3.128	By-Laws of NRG Middletown Operations Inc.(4)
3.129	Certificate of Incorporation of NRG Montville Operations Inc.(4)
3.130	By-Laws of NRG Montville Operations Inc.(4)
3.131	Certificate of Formation of NRG New Jersey Energy Sales LLC.(4)
3.132	Limited Liability Company Agreement of NRG New Jersey Energy Sales LLC.(4)
3.133	Certificate of Formation of NRG New Roads Holdings LLC.(4)
3.134	Limited Liability Company Agreement of NRG New Roads Holdings LLC.(4)
3.135	Certificate of Incorporation of NRG North Central Operations, Inc.(4)
3.136	By-Laws of NRG North Central Operations, Inc.(4)
3.137	Certificate of Incorporation of NRG Northeast Affiliate Services Inc.(4)
3.138	By-Laws of NRG Northeast Affiliate Services Inc.(4)
3.139	Certificate of Incorporation of NRG Norwalk Harbor Operations Inc.(4)
3.140	By-Laws of NRG Norwalk Harbor Operations Inc.(4)
3.141	Certificate of Incorporation of NRG Operating Services, Inc.(4)
3.142	By-Laws of NRG Operating Services, Inc.(4)
3.143	By-Laws of NRG PacGen Inc.(6)
3.144	Certificate of Incorporation of NRG PacGen Inc.(6)
3.145	Certificate of Incorporation of NRG Oswego Harbor Power Operations Inc.(4)
3.146	By-Laws of NRG Oswego Harbor Power Operations Inc.(4)
3.147	Certificate of Formation of NRG Power Marketing LLC.(4)
3.148	Limited Liability Company Agreement of NRG Power Marketing LLC.(4)
3.149	Certificate of Formation of NRG Retail LLC.(5)
3.150	Limited Liability Company Agreement of NRG Retail LLC.(5)
3.151	Certificate of Formation of NRG Rockford Acquisition LLC.(6)
3.152	Limited Liability Company Agreement of NRG Rockford Acquisition LLC.(6)
3.153	Certificate of Incorporation of NRG Saguaro Operations Inc.(4)
3.154	By-Laws of NRG Saguaro Operations Inc.(4)
3.155	Certificate of Incorporation of NRG South Central Affiliate Services Inc.(4)
3.156	By-Laws of NRG South Central Affiliate Services Inc.(4)
3.157	Certificate of Incorporation of NRG Services Corporation.(6)
3.158	By-Laws of NRG Services Corporation.(6)
3.159	Certificate of Formation of NRG SimplySmart Solutions LLC.(6)
3.160	Limited Liability Company Agreement of NRG SimplySmart Solutions LLC.(6)



Exhibit No.	Description
3.161	Certificate of Formation of NRG South Central Generating LLC.(4)
3.162	Limited Liability Company Agreement of NRG South Central Generating LLC.(4)
3.163	Certificate of Incorporation of NRG South Central Operations Inc.(4)
3.164	By-Laws of NRG South Central Operations Inc.(4)
3.165	Certificate of Formation of NRG South Texas LP.(5)
3.166	Limited Partnership Agreement of NRG South Texas LP.(5)
3.167	Certificate of Formation of NRG Texas C&I Supply LLC.(5)
3.168	Limited Liability Company Agreement of NRG Texas C&I Supply LLC.(5)
3.169	Certificate of Incorporation of NRG Texas Holding Inc.(5)
3.170	By-Laws of NRG Texas Holding Inc.(5)
3.171	Certificate of Formation of NRG Texas LLC.(5)
3.172	Limited Liability Company Agreement of NRG Texas LLC.(5)
3.173	Certificate of Formation of NRG Texas Power LLC.(5)
3.174	Limited Liability Company Agreement of NRG Texas Power LLC.(5)
3.175	Certificate of Formation of NRG West Coast LLC.(4)
3.176	Limited Liability Company Agreement of NRG West Coast LLC.(4)
3.177	Certificate of Incorporation of NRG Western Affiliate Services Inc.(4)
3.178	By-Laws of NRG Western Affiliate Services Inc.(4)
3.179	Certificate of Incorporation of O'Brien Cogeneration, Inc. II.(6)
3.180	By-Laws of O'Brien Cogeneration, Inc. II.(6)
3.181	Certificate of Incorporation of ONSITE Energy, Inc.(6)
3.182	By-Laws of ONSITE Energy, Inc.(6)
3.183	Certificate of Formation of Oswego Harbor Power LLC.(4)
3.184	Limited Liability Company Agreement of Oswego Harbor Power LLC.(4)
3.185	Certificate of Formation of Pennywise Power LLC (fka Reliant Energy Texas Retail, LLC).(5)
3.186	Limited Liability Company Agreement of Pennywise Power LLC.(5)
3.187	Certificate of Formation of RE Retail Receivables, LLC.(5)
3.188	Limited Liability Company Agreement of RE Retail Receivables, LLC.(5)
3.189	Certificate of Formation of Reliant Energy Northeast LLC.(6)
3.190	Limited Liability Company Agreement of Reliant Energy Northeast LLC.(6)
3.191	Certificate of Formation of Reliant Energy Power Supply, LLC.(5)
3.192	Limited Liability Company Agreement of Reliant Energy Power Supply, LLC.(5)
3.193	Certificate of Formation of Reliant Energy Retail Holdings, LLC.(5)





Exhibit No.	Description
3.194	Limited Liability Company Agreement of Reliant Energy Retail Holdings, LLC.(5)
3.195	Certificate of Formation of Reliant Energy Retail Services, LLC.(5)
3.196	Limited Liability Company Agreement of Reliant Energy Retail Services, LLC.(5)
3.197	Certificate of Formation of Reliant Energy Services Texas, LLC.(5)
3.198	Limited Liability Company Agreement of Reliant Energy Services Texas, LLC.(5)
3.199	Certificate of Formation of RERH Holdings, LLC.(5)
3.200	Limited Liability Company Agreement of RERH Holdings, LLC.(5)
3.201	Certificate of Formation of Saguaro Power LLC.(4)
3.202	Limited Liability Company Agreement of Saguaro Power LLC.(4)
3.203	Certificate of Incorporation of Somerset Operations Inc.(4)
3.204	By-Laws of Somerset Operations Inc.(4)
3.205	Certificate of Formation of Somerset Power LLC.(4)
3.206	Limited Liability Company Agreement of Somerset Power LLC.(4)
3.207	Certificate of Incorporation of Texas Genco Financing Corp.(5)
3.208	By-Laws of Texas Genco Financing Corp.(5)
3.209	Certificate of Formation of Texas Genco GP, LLC.(5)
3.210	Limited Liability Company Agreement of Texas Genco GP, LLC.(5)
3.211	Certificate of Incorporation of Texas Genco Holdings, Inc.(5)
3.212	By-Laws of Texas Genco Holdings, Inc.(5)
3.213	Certificate of Formation of Texas Genco LP, LLC.(5)
3.214	Limited Liability Company Agreement of Texas Genco LP, LLC.(5)
3.215	Certificate of Formation of Texas Genco Operating Services LLC.(5)
3.216	Limited Liability Company Agreement of Texas Genco Operating Services LLC.(5)
3.217	Certificate of Formation of Texas Genco Services, LP.(5)
3.218	Limited Partnership Agreement of Texas Genco Services, LP.(5)
3.219	Certificate of Incorporation of Vienna Operations Inc.(4)
3.220	By-Laws of Vienna Operations Inc.(4)
3.221	Certificate of Formation of Vienna Power LLC.(4)
3.222	Limited Liability Company Agreement of Vienna Power LLC.(4)
3.223	Certificate of Formation of WCP (Generation) Holdings LLC.(5)
3.224	Limited Liability Company Agreement of WCP (Generation) Holdings LLC.(5)
3.225	Certificate of Formation of West Coast Power LLC.(5)
3.226	Limited Liability Company Agreement of West Coast Power LLC.(5)



Exhibit No.	Description
4.01	Supplemental Indenture dated as of December 30, 2005, among NRG Energy, Inc., the subsidiary guarantors named on Schedule A thereto and Law Debenture Trust Company of New York, as trustee.(7)
4.02	Amended and Restated Common Agreement among XL Capital Assurance Inc., Goldman Sachs Mitsui Marine Derivative Products, L.P., Law Debenture Trust Company of New York, as Trustee, The Bank of New York, as Collateral Agent, NRG Peaker Finance Company LLC and each Project Company Party thereto dated as of January 6, 2004, together with Annex A to the Common Agreement.(8)
4.03	Amended and Restated Security Deposit Agreement among NRG Peaker Finance Company, LLC and each Project Company party thereto, and the Bank of New York, as Collateral Agent and Depositary Agent, dated as of January 6, 2004.(8)
4.04	NRG Parent Agreement by NRG Energy, Inc. in favor of the Bank of New York, as Collateral Agent, dated as of January 6, 2004.(8)
4.05	Indenture dated June 18, 2002, between NRG Peaker Finance Company LLC, as Issuer, Bayou Cove Peaking Power LLC, Big Cajun I Peaking Power LLC, NRG Rockford LLC, NRG Rockford II LLC and Sterlington Power LLC, as Guarantors, XL Capital Assurance Inc., as Insurer, and Law Debenture Trust Company, as Successor Trustee to the Bank of New York.(9)
4.06	Specimen of Certificate representing common stock of NRG Energy, Inc.(10)
4.07	Indenture, dated February 2, 2006, among NRG Energy, Inc. and Law Debenture Trust Company of New York.(11)
4.08	Form of 7.375% Senior Note due 2017.(12)
4.09	Form of 8.5% Senior Note due 2019.(13)
4.10	Ninth Supplemental Indenture, dated November 13, 2006, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York as Trustee, re: NRG Energy, Inc.'s 7.375% Senior Notes due 2017.(12)
4.11	Twelfth Supplemental Indenture, dated July 19, 2007, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York as Trustee, re: NRG Energy, Inc.'s 7.375% Senior Notes due 2017.(15)
4.12	Fifteenth Supplemental Indenture, dated August 28, 2007, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York as Trustee, re: NRG Energy, Inc.'s 7.375% Senior Notes due 2017.(16)
4.13	Eighteenth Supplemental Indenture, dated April 28, 2009, among NRG Energy, Inc., the existing guarantors named therein, the guaranteeing subsidiary named therein and Law Debenture Trust Company of New York as Trustee, re: NRG Energy, Inc.'s 7.375% Senior Notes due 2017.(17)
4.14	Twenty-First Supplemental Indenture, dated May 8, 2009, among NRG Energy, Inc., the existing guarantors named therein, the guaranteeing subsidiaries named therein and Law Debenture Trust Company of New York as Trustee, re: NRG Energy, Inc.'s 7.375% Senior Notes due 2017.(18)

Exhibit No.	Description
4.15	Twenty-Second Supplemental Indenture, dated June 5, 2009, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York as Trustee, re: NRG Energy, Inc.'s 8.5% Senior Notes due 2019.(13)
4.16	Twenty-Third Supplemental Indenture, dated July 14, 2009, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York as Trustee, re: NRG Energy, Inc.'s 8.5% Senior Notes due 2019.(19)
4.17	Twenty-Sixth Supplemental Indenture, dated October 5, 2009, among NRG Energy, Inc., the existing guarantors named therein, the guaranteeing subsidiaries named therein and Law Debenture Trust Company of New York as Trustee, re: NRG Energy, Inc.'s 7.375% Senior Notes due 2017.(20)
4.18	Twenty-Seventh Supplemental Indenture, dated October 5, 2009, among NRG Energy, Inc., the existing guarantors named therein, the guaranteeing subsidiaries named therein and Law Debenture Trust Company of New York as Trustee, re: NRG Energy, Inc.'s 8.5% Senior Notes due 2019.(20)
4.19	Thirtieth Supplemental Indenture, dated as of April 16, 2010, among NRG Energy, Inc., the existing guarantors named therein, the guaranteeing subsidiaries named therein and Law Debenture Trust Company of New York.(21)
4.20	Thirty-First Supplemental Indenture, dated as of April 16, 2010, among NRG Energy, Inc., the existing guarantors named therein, the guaranteeing subsidiaries named therein and Law Debenture Trust Company of New York.(21)
4.21	Thirty-Fourth Supplemental Indenture, dated as of June 23, 2010, among NRG Energy, Inc., the existing guarantors named therein, the guaranteeing subsidiaries named therein and Law Debenture Trust Company of New York.(22)
4.22	Thirty-Fifth Supplemental Indenture, dated as of June 23, 2010, among NRG Energy, Inc., the existing guarantors named therein, the guaranteeing subsidiaries named therein and Law Debenture Trust Company of New York.(23)
4.23	Thirty-Sixth Supplemental Indenture, dated August 20, 2010, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York.(23)
4.24	Form of 8.25% Senior Note due 2020.(23)
4.25	Registration Rights Agreement, dated August 20, 2010, among NRG Energy, Inc., the guarantors named therein and Citigroup Global Markets Inc., Banc of America Securities LLC and Deutsche Bank Securities Inc., as representatives of the several initial purchasers.(23)
4.26	Thirty-Ninth Supplemental Indenture, dated December 15, 2010, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York.(24)
4.27	Fortieth Supplemental Indenture, dated December 15, 2010, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York.(24)
4.28	Forty-First Supplemental Indenture, dated December 15, 2010, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York.(24)
4.29	Forty-Second Supplemental Indenture, dated January 26, 2011, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York.(24)
4.30	Form of 7.625% Senior Note due 2018.(25)

Exhibit No.	Description
4.31	Registration Rights Agreement, dated January 26, 2011, among NRG Energy, Inc., the guarantors named therein and J.P. Morgan Securities LLC, as initial purchaser.(25)
4.32	Forty-Third Supplemental Indenture, dated April 22, 2011, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York.(6)
4.33	Forty-Fourth Supplemental Indenture, dated May 9, 2011, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York.(6)
4.34	Forty-Fifth Supplemental Indenture, dated May 20, 2011, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York.(26)
4.35	Forty-Sixth Supplemental Indenture, dated May 20, 2011, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York.(26)
4.36	Forty-Seventh Supplemental Indenture, dated May 20, 2011, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York.(26)
4.37	Forty-Eighth Supplemental Indenture, dated May 20, 2011, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York.(26)
4.38	Forty-Ninth Supplemental Indenture, dated May 20, 2011, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York.(26)
4.39	Fiftieth Supplemental Indenture, dated May 24, 2011, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York.(1)
4.40	Form of 7.625% Senior Note due 2019.(1)
4.41	Fifty-First Supplemental Indenture, dated May 24, 2011, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York.(1)
4.42	Form of 7.875% Senior Note due 2021.(1)
4.43	Registration Rights Agreement, dated May 24, 2011, among NRG Energy, Inc., the guarantors named therein and Morgan Stanley & Co. Incorporated, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Barclays Capital Inc., Citigroup Global Markets Inc., Credit Suisse Securities (USA) LLC, Deutsche Bank Securities Inc., Goldman, Sachs & Co., J.P. Morgan Securities LLC and RBS Securities Inc., as representatives of the initial purchasers.(1)
5.01	Opinion of Kirkland & Ellis LLP, with respect to registrants organized under the laws of the States of Delaware and California.(6)
5.02	Opinion of Leonard, Street and Deinard, with respect to the registrant organized under the laws of the State of Minnesota.(6)
5.03	Opinion of Andrews Kurth LLP, with respect to registrants organized under the laws of the State of Texas.(6)
10.01	Note Agreement, dated August 20, 1993, between NRG Energy, Inc., Energy Center, Inc. and each of the purchasers named therein.(27)
10.02	Master Shelf and Revolving Credit Agreement, dated August 20, 1993, between NRG Energy, Inc., Energy Center, Inc., The Prudential Insurance Registrants of America and each Prudential Affiliate, which becomes party thereto.(27)
10.03	Form of NRG Energy Inc. Long-Term Incentive Plan Deferred Stock Unit Agreement for Officers and Key Management.(28)

Exhibit No.	Description
10.04	Form of NRG Energy, Inc. Long-Term Incentive Plan Deferred Stock Unit Agreement for Directors.(28)
10.05	Form of NRG Energy, Inc. Long-Term Incentive Plan Non-Qualified Stock Option Agreement.(29)
10.06	Form of NRG Energy, Inc. Long-Term Incentive Plan Restricted Stock Unit Agreement.(29)
10.07	Form of NRG Energy, Inc. Long Term Incentive Plan Performance Unit Agreement.(30)
10.08	Annual Incentive Plan for Designated Corporate Officers.(31)
10.09	Railroad Car Full Service Master Leasing Agreement, dated as of February 18, 2005, between General Electric Railcar Services Corporation and NRG Power Marketing Inc.(28)
10.10	Purchase Agreement (West Coast Power) dated as of December 27, 2005, by and among NRG Energy, Inc., NRG West Coast LLC (Buyer), DPC II Inc. (Seller) and Dynegy, Inc.(2)
10.11	Purchase Agreement (Rocky Road Power), dated as of December 27, 2005, by and among Termo Santander Holding, L.L.C. (Buyer), Dynegy, Inc., NRG Rocky Road LLC (Seller) and NRG Energy, Inc.(2)
10.12	Stock Purchase Agreement, dated as of August 10, 2005, by and between NRG Energy, Inc. and Credit Suisse First Boston Capital LLC.(32)
10.13	Agreement with respect to the Stock Purchase Agreement, dated December 19, 2008, by and between NRG Energy, Inc. and Credit Suisse First Boston Capital LLC.(33)
10.14	Investor Rights Agreement, dated as of February 2, 2006, by and among NRG Energy, Inc. and Certain Stockholders of NRG Energy, Inc. set forth therein.(15)
10.15	Terms and Conditions of Sale, dated as of October 5, 2005, between Texas Genco II LP and Freight Car America, Inc., (including the Proposal Letter and Amendment thereto).(32)
10.16	Amended and Restated Employment Agreement, dated December 4, 2008, between NRG Energy, Inc. and David Crane.(33)
10.17	CEO Compensation Table.(34)
10.18	Limited Liability Company Agreement of NRG Common Stock Finance I LLC.(12)
10.19	Note Purchase Agreement, dated August 4, 2006, between NRG Common Stock Finance I LLC, Credit Suisse International and Credit Suisse Securities (USA) LLC.(12)
10.20	Amendment Agreement, dated February 27, 2008, to the Note Purchase Agreement by and among NRG Common Stock Finance I LLC, Credit Suisse International, and Credit Suisse Securities (USA) LLC.(35)
10.21	Amendment Agreement, dated August 8, 2008, to the Note Purchase Agreement by and among NRG Common Stock Finance I LLC, Credit Suisse International, and Credit Suisse Securities (USA) LLC.(33)
10.22	Amendment Agreement, dated December 19, 2008, to the Note Purchase Agreement by and among NRG Common Stock Finance I LLC, Credit Suisse International, and Credit Suisse Securities (USA) LLC.(33)
10.23	Agreement with respect to Note Purchase Agreement, dated December 19, 2008, by and among NRG Common Stock Finance I LLC, Credit Suisse International, and Credit Suisse Securities (USA) LLC.(33)

Exhibit No.	Description
10.24	Preferred Interest Purchase Agreement, dated August 4, 2006, between NRG Common Stock Finance I LLC, Credit Suisse Capital LLC and Credit Suisse Securities (USA) LLC, as agent.(12)
10.25	Preferred Interest Amendment Agreement, dated February 27, 2008, by and among NRG Common Stock Finance I LLC, Credit Suisse International, and Credit Suisse Securities (USA) LLC.(35)
10.26	Preferred Interest Amendment Agreement, dated August 8, 2008, by and among NRG Common Stock Finance I LLC, Credit Suisse International, and Credit Suisse Securities (USA) LLC.(33)
10.27	Preferred Interest Amendment Agreement, dated December 19, 2008, by and among NRG Common Stock Finance I LLC, Credit Suisse International, and Credit Suisse Securities (USA) LLC.(33)
10.28	Agreement with respect to Preferred Interest Purchase Agreement, dated December 19, 2008, by and among NRG Common Stock Finance I LLC, Credit Suisse International, and Credit Suisse Securities (USA) LLC.(33)
10.29	Second Amended and Restated Credit Agreement, dated June 8, 2007, by and among NRG Energy, Inc., the lenders party thereto, Citigroup Global Markets Inc., Credit Suisse Securities (USA) LLC, Citicorp North America Inc. and Credit Suisse.(36)
10.30	Amended and Restated Long-Term Incentive Plan.(30)
10.31	NRG Energy, Inc. Executive Change-in-Control and General Severance Agreement, dated December 9, 2008.(33)
10.32	Amended and Restated Contribution Agreement (NRG), dated March 25, 2008, by and among Texas Genco Holdings, Inc., NRG South Texas LP and NRG Nuclear Development Company LLC and Certain Subsidiaries Thereof.(35)
10.33	Contribution Agreement (Toshiba), dated February 29, 2008, by and between Toshiba Corporation and NRG Nuclear Development Company LLC. (35)
10.34	Multi-Unit Agreement, dated February 29, 2008, by and among Toshiba Corporation, NRG Nuclear Development Company LLC and NRG Energy, Inc.(35)
10.35	Amended and Restated Operating Agreement of Nuclear Innovation North America LLC, dated May 1, 2008.(35)
10.36	Credit Agreement by and among Nuclear Innovation North America LLC, Nuclear Innovation North America Investments LLC, NINA Texas 3 LLC and NINA Texas 4 LLC, as Borrowers and Toshiba America Nuclear Energy Corporation, as Administrative Agent and as Collateral Agent.(37)
10.37	LLC Membership Purchase Agreement between Reliant Energy, Inc. and NRG Retail LLC, dated as of February 28, 2009.(38)
10.38	Project Agreement, Settlement Agreement and Mutual Release, dated March 1, 2010, by and among by and among Nuclear Innovation North America LLC, the City of San Antonio acting by and through the City Public Service Board of San Antonio, a Texas municipal utility, NINA Texas 3 LLC and NINA Texas 4 LLC, and solely for purposes of certain sections of the Settlement Agreement, by NRG Energy, Inc and NRG South Texas LP.(39)

Exhibit No.	Description
10.39	STP 3 & 4 Owners Agreement, dated March 1, 2010, by and among Nuclear Innovation North America LLC, the City of San Antonio, NINA Texas 3 LLC and NINA Texas 4 LLC (Portions of this Exhibit have been omitted pursuant to a request for confidential treatment).(39)
10.40	Third Amended and Restated Credit Agreement, dated as of June 30, 2010.(40)
10.41	Letter of Credit and Reimbursement Agreement, dated as of June 30, 2010.(40)
10.42	Letter of Credit and Reimbursement Agreement, dated as of June 30, 2010.(40)
10.43	Purchase and Sale Agreement by and between Denali Merger Sub and NRG Energy, Inc. dated as of August 13, 2010.(41)
10.29	Amended and Restated Credit Agreement, dated July 1, 2011, by and among NRG Energy, Inc., the lenders party thereto, and the joint lead bookrunners and joint lead arrangers party thereto.(42)
12.01	Statement re: Computation of Ratios.(6)
21.01	Subsidiaries of NRG Energy, Inc.(6)
23.01	Consent of Kirkland & Ellis LLP (included in Exhibit 5.1).(6)
23.02	Consent of Leonard, Street and Deinard (included in Exhibit 5.2).(6)
23.03	Consent of Andrews Kurth LLP (included in Exhibit 5.3).(6)
23.04	Consent of KPMG LLP.(6)
25.01	Statement of Eligibility of Trustee on Form T-1 under the Trust Indenture Act of 1939 of Law Debenture Trust Company of New York.(6)
99.01	Form of Letter of Transmittal.(6)
99.02	Form of Notice of Guaranteed Delivery.(6)
99.03	Form of Letter to Brokers, Dealers and Other Nominees.(6)
99.04	Form of Instructions to Registered Holder and/or Book-Entry Transfer Facility Participant From Beneficial Owner.(6)
(1)	Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on May 25, 2011.
(2)	Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on May 24, 2005.
(3)	Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on March 3, 2005.
(4)	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004.
(5)	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010.
(6)	Filed herewith.
(7)	Incorporated herein by reference to NRG Energy Inc.'s current report on Form 8-K filed on January 4, 2005.



- (8) Incorporated herein by reference to NRG Energy, Inc.'s annual report on Form 10-K for the year ended December 31, 2003.
- (9) Incorporated herein by reference to NRG Energy, Inc.'s annual report on Form 10-K for the year ended December 31, 2002.
- (10) Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on November 14, 2006.
- (11) Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on February 6, 2006.
- (12) Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on November 27, 2006.
- (13) Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on June 5, 2009.
- (14) Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on February 8, 2006.
- (15) Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on July 20, 2007.
- (16) Incorporated herein by reference to NRG Energy, Inc.'s quarterly report on Form 10-Q for the quarter ended March 1, 2008.
- (17) Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on May 4, 2009.
- (18) Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on May 14, 2009.
- (19) Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on July 15, 2009.
- (20) Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on October 6, 2009.
- (21) Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on April 21, 2010.
- (22) Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on June 29, 2010.
- (23) Incorporated herein by reference to NRG Energy Inc.'s current report on Form 8-K filed on August 20, 2010.
- (24) Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on December 15, 2010.
- (25) Incorporated herein by reference to NRG Energy Inc.'s current report on Form 8-K filed on January 28, 2011.
- (26) Incorporated herein by reference to NRG Energy Inc.'s current report on Form 8-K filed on May 25, 2011.
- (27) Incorporated herein by reference to NRG Energy Inc.'s Registration Statement on Form S-1, as amended, Registration No. 333-33397.

- (28) Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on August 11, 2005.
- (29) Incorporated herein by reference to NRG Energy, Inc.'s quarterly report on Form 10-Q for the quarter ended March 31, 2004.
- (30) Incorporated herein by reference to NRG Energy, Inc.'s annual report on Form 10-K for the year ended December 31, 2009.
- (31) Incorporated herein by reference to NRG Energy, Inc.'s 2009 proxy statement on Schedule 14A filed on June 16, 2009.
- (32) Incorporated herein by reference to NRG Energy, Inc.'s annual report on Form 10-K for the year ended December 31, 2005.
- (33) Incorporated herein by reference to NRG Energy, Inc.'s annual report on Form 10-K for the year ended December 31, 2008.
- (34) Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on December 9, 2009.
- (35) Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on December 9, 2008.
- (36) Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on September 4, 2007.
- (37) Incorporated herein by reference to NRG Energy Inc's current report on Form 8-K filed on February 27, 2009.
- (38) Incorporated herein by reference to NRG Energy, Inc.'s quarterly report on Form 10-Q for the quarter ended March 31, 2009.
- (39) Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on March 2, 2010.
- (40) Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on July 1, 2010.
- (41) Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on August 13, 2010.
- (42) Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on July 5, 2011.



ARTICLES OF INCORPORATION  
OF  
ENERGY PROTECTION INSURANCE COMPANY

STATE OF VERMONT

Secretary of State's Office

Filed                   , 20

Secretary of State

Filing Fee of \$           has been paid

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ARTICLES OF INCORPORATION  
OF  
ENERGY PROTECTION INSURANCE COMPANY

ARTICLE I  
Name

The name of the corporation shall be Energy Protection Insurance Company.

ARTICLE II  
Registered Office and Registered Agent

The initial registered office of the corporation shall be 400 Cornerstone Drive, Suite 240, Town of Williston, County of Chittenden, State of Vermont 05495, and the initial registered agent at such address shall be CT Corporation System.

ARTICLE III  
Purpose

This corporation is a Vermont general corporation, organized for the purpose of writing insurance and reinsurance as a captive insurance company pursuant to Title 8, Vermont Statutes Annotated, Chapter 141, Captive Insurance Companies, conducting all activities necessary or incidental to the foregoing, and engaging in any other lawful business or activity.

ARTICLE IV  
Authorized Shares

The aggregate number of shares the corporation shall have authority to issue is: One Million (1,000,000) shares of one class of shares, said class consisting of voting common shares. The sole class of shares shall have unlimited voting rights and shall be entitled to receive the net assets of the corporation upon dissolution.

ARTICLE V  
Shareholder Action Without Meeting

Action required or permitted to be taken by the shareholders of a corporation at a shareholders' meeting may be taken without a meeting if the action is taken by the holders of at least a majority of all of the shares entitled to vote on the action, and if each shareholder is given prior notice of the action proposed to be taken. Each action must be evidenced by one or more written consents describing the action taken, signed by the holders of at least a majority of the shares, and filed in the corporate minute book. Prompt notice of any action taken by less than unanimous written consent in lieu of a meeting shall be given to all shareholders entitled to vote on such action.

ARTICLE VI  
Greater Quorum or Voting Requirements for Shareholders

The shareholders of the corporation may adopt or amend a bylaw that fixes a greater quorum or voting requirement for shareholders (or voting groups of shareholders) than is required by these Articles or the Vermont Business Corporation Act.

ARTICLE VII  
Director Liability

To the extent permitted by Section 2.02(b)(4) of the Vermont Business Corporation Act, as the same may be supplemented, replaced or amended, no director of the corporation shall be personally liable to the corporation or its shareholders for money damages for any action taken, or any failure to take any action, solely as a director, based on a failure to discharge his or her own duties in accordance with Section 8.30 of the Vermont Business Corporation Act, as the same may be supplemented, replaced, or amended.

ARTICLE VIII  
Effective Date

These Articles of Incorporation shall be effective as of the date of filing.

ARTICLE IX  
Incorporators

The name and address of each incorporator is:

<u>Name</u>	<u>Address</u>
Alan D. Port	151 Ledge Road Burlington, VT 05401
Stephanie J. Mapes	426 South Winooski Avenue Burlington, VT 05401
Peter J. McDougall	69 Joy Drive, #B2 South Burlington, VT 05403

Executed by the undersigned incorporators as of this 28<sup>th</sup> day of June, 2010.

INCORPORATORS:

/s/ Alan D. Port  
\_\_\_\_\_  
Alan D. Port

/s/ Stephanie J. Mapes  
\_\_\_\_\_  
Stephanie J. Mapes

/s/ Peter J. McDougall  
\_\_\_\_\_  
Peter J. McDougall

Category of Business for Vermont Department of  
Economic Development's Data Base:  
55 Insurance Carrier



**State of Vermont**  
**Department of Banking, Insurance,**  
**Securities and Health Care Administration**  
 89 Main Street  
 Montpelier, VT 05620-3101  
 www.bishca.state.vt.us

Consumer Assistance Only:  
 Insurance: 1-800-964-1784  
 Health Care Admin.: 1-800-631-7788  
 Securities: 1-877-550-3907

**Energy Protection Insurance Company**  
 (a proposed corporation)

X  
 X  
 X  
 X  
 X

CERTIFICATE OF GENERAL GOOD

WHEREAS, the Commissioner of Banking, Insurance, Securities and Health Care Administration (hereafter “the Commissioner”) received a Petition pursuant to 8 V.S.A., Section 6006(d) from the above-captioned proposed corporation, to issue thereto a Certificate of General Good; and

WHEREAS, the Commissioner has considered the facts and circumstances surrounding this Petition, including; the character, reputation, financial standing and purposes of the proposed incorporators; the character, reputation, financial responsibility, insurance experience and business qualifications of the proposed officers and directors; and all other facts that the Commissioner has deemed advisable in his review of the Petition;

NOWHEREFORE, pursuant to the provisions of 8 V.S.A. Section 6006 and based upon the Commissioner’s review and consideration of the facts and circumstances surrounding the Petition, all of which are herein incorporated by reference, the Commissioner does hereby find that the proposed corporation, **Energy Protection Insurance Company** will promote the general good of the State of Vermont and does issue this Certificate of General Good as evidence thereof.

IN WITNESS HEREOF, I have set my hand and official seal of the Department of Banking, Insurance, Securities and Health Care Administration this 24th day of June, 2010.

/s/ David F. Provost  
 \_\_\_\_\_  
 DAVID F. PROVOST  
 DEPUTY COMMISSIONER CAPTIVE INSURANCE

CERTIFICATE VALID WITH WATERMARK



**Banking**  
**802-828-3307**

**Insurance**  
**802-828-3301**

**Captive Insurance**  
**802-828-3304**

**Securities**  
**802-828-3420**

**Health Care Admin.**  
**802-828-2900**



**BYLAWS  
OF  
ENERGY PROTECTION INSURANCE COMPANY**

**ARTICLE I. OFFICES**

**§ 1.1 Business Office.**

The principal office of the corporation shall be located within the State of Vermont. The corporation may have such other offices, either within or without the State of Vermont as the board of directors may designate or as the business of the corporation may require from time to time. The corporation shall maintain at its principal office a copy of certain records, as specified in § 2.14 of these bylaws.

**§ 1.2 Registered Office.**

The registered office of the corporation shall be located within Vermont and may be, but need not be, identical with the principal office. The address of the registered office may be changed from time to time.

**ARTICLE II. SHAREHOLDERS**

**§ 2.1 Annual Shareholder Meeting.**

The annual meeting of the shareholders shall be held on such day as shall be fixed by the board of directors, designated in the notice of the meeting or a waiver of notice thereof, or established by unanimous consent of the shareholders, for the purpose of electing directors and for the transaction of such other business as may come before the meeting.

**§ 2.2 Special Shareholder Meetings.**

Special meetings of the shareholders, for any purpose or purposes described in the meeting notice, may be called by the president, or by the board of directors or by the secretary, and shall be called by the president or secretary at the request of the holders of not less than one-tenth of all outstanding votes of the corporation entitled to be cast on any issue at the meeting; provided that such request for a special meeting must be in writing and signed and dated by holders of the required number of shares.

**§ 2.3 Place of Shareholder Meeting; Telecommunications.**

The board of directors or the notice of the meeting may designate any place, either within or without the State of Vermont, as the place of meeting for any annual or any special meeting of the shareholders, unless by written consents (which may be in the form of waivers of notice or otherwise), all shareholders entitled to vote at the meeting designate a different place, either within or without the State of Vermont, as the place for the holding of such meeting. If no

designation is made by either the directors or unanimous action of the voting shareholders, the place of meeting shall be the principal office of the corporation in the State of Vermont. Rather than holding a meeting at a designated location, any annual or special meeting of the shareholders may be conducted by means of any telecommunications mechanism, including video-conference telecommunication.

**§ 2.4 Notice of Shareholder Meeting.**

(a) *Required notice.* Written notice stating the date, time and place of any annual or special shareholder meeting shall be delivered not less than 10 nor more than 60 days before the date of the meeting, either personally or by mail, by or at the direction of the president, the board of directors, or other persons calling the meeting, to each shareholder of record entitled to vote at such meeting and to any other shareholder entitled by the Vermont Business Corporation Act or the articles of incorporation to receive notice of the meeting. Notice shall be deemed to be effective at the earliest of: (1) when deposited in the United States mail, correctly addressed to the shareholder at his or her address as it appears on the then current record of shareholders, with first class postage thereon prepaid; (2) on the date shown on the return receipt if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee; (3) when received; or (4) five days after deposit in the United States mail, if mailed postpaid and correctly addressed to an address other than that shown in the corporation's then current record of shareholders.

(b) *Adjourned Meeting.* If any shareholder meeting is adjourned to a different date, time, or place, notice need not be given of the new date, time, and place if the new date, time, and place is announced at the meeting before adjournment. However, if a new record date for the adjourned meeting is, or must be fixed (*see* § 2.5 of this Article II), then notice must be given pursuant to the requirements of paragraph (a) of this § 2.4 to those persons who are shareholders as of the new record date.

(c) *Waiver of Notice.* The shareholder may waive notice of the meeting (or any notice required by the Vermont Business Corporation Act, articles of incorporation, or bylaws) by a writing signed by the shareholder entitled to the notice, which is delivered to the corporation (either before or after the date and time stated in the notice) for inclusion in the minutes or filing with the corporate records.

A shareholder's attendance at a meeting:

- (1) waives objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; and
- (2) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder makes timely objection to considering the matter when it is presented, or when the shareholder thereafter becomes aware that the matter has been presented.

(d) *Contents of Notice.* The notice of each special shareholder meeting shall include a description of the purpose or purposes for which the meeting is called. Except as provided in this § 2.4(d), or as provided in the corporation's articles, or otherwise in the Vermont Business Corporation Act, the notice of an annual shareholder meeting need not include a description of the purpose or purposes for which the meeting is called.

If a purpose of any shareholder meeting is to consider either: (1) a proposed amendment to the articles of incorporation (including any restated articles requiring shareholder approval); (2) a plan of merger or share exchange; (3) the sale, lease, exchange or other disposition of all, or substantially all of the corporation's property other than in the usual and regular course of business; (4) the dissolution of the corporation; or (5) the removal of a director, the notice must so state and be accompanied by a copy or summary, as the case may be, of the: (1) articles of amendment; (2) plan of merger or share exchange; or (3) transaction for disposition of all the corporation's property. If the proposed corporate action creates dissenters' rights, the notice must state that shareholders are or may be entitled to assert dissenters' rights, and must be accompanied by a copy of Chapter 13 of the Vermont Business Corporation Act. If the corporation issues, or authorizes the issuance of shares for promissory notes, the corporation shall report in writing to all the shareholders the number of shares authorized or issued, and the consideration received with or before the notice of the next shareholder meeting. Likewise, if the corporation indemnifies or advances expenses to a director, such action shall be reported to all the shareholders with or before notice of the next shareholder meeting.

## **§ 2.5 Fixing of Record Date.**

For the purpose of determining shareholders of any voting group entitled to notice of or to vote at any meeting of shareholders, or shareholders entitled to receive payment of any distribution or dividend, or in order to make a determination of shareholders for any other proper purpose, the board of directors may fix in advance a date as the record date. Such record date shall not be less than 10 nor more than 70 days prior to the date on which the particular action, requiring such determination of shareholders, is to be taken. If no record date is so fixed by the board for the determination of shareholders entitled to notice of, or to vote at a meeting of shareholders, or shareholders entitled to receive a share dividend or distribution, the record date for determination of such shareholders shall be at the close of business on:

- (a) With respect to an annual shareholder meeting or any special shareholder meeting called by the board or any person specifically authorized by the board or these bylaws to call such a meeting, the day before the first notice is delivered to shareholders;
- (b) With respect to a special shareholder meeting demanded by the shareholders, the date the first shareholder signs the demand;
- (c) With respect to the payment of a share dividend, the date the board authorizes the share dividend;
- (d) With respect to actions taken in writing without a meeting (pursuant to § 2.12 of this Article II), the date the first shareholder signs a consent; and

- (e) With respect to a distribution to shareholders, (other than one involving a repurchase or reacquisition of shares), the date the board authorizes the distribution.

When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this section, such determination shall apply to any adjournment thereof unless the board of directors fixes a new record date which it must do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting.

**§ 2.6 Shareholder List.**

The officer or agent having charge of the stock transfer books for shares of the corporation shall make a complete record of the shareholders entitled to vote at each meeting of shareholders thereof, arranged in alphabetical order, with the address of and the number of shares held by each. The list must be arranged by voting group (if such exists) and within each voting group by class or series of shares. The shareholder list must be available for inspection by any shareholder, beginning two business days after notice of the meeting is given for which the list was prepared and continuing through the meeting. The list shall be available at the corporation's principal office or at a place identified in the meeting notice in the city where the meeting is to be held. A shareholder, his or her agent, or attorney is entitled on written demand to inspect and, subject to the requirements of § 2.14 of this Article II, to copy the list during regular business hours and at his or her expense, during the period it is available for inspection. The corporation shall maintain the shareholder list in written form or in another form capable of conversion into written form within a reasonable time.

**§ 2.7 Shareholder Quorum and Voting Requirements.**

If the articles of incorporation or the Vermont Business Corporation Act provides for voting by a single voting group on a matter, action on that matter is taken when voted upon by that voting group.

Shares entitled to vote as a separate voting group may take action on a matter at a meeting only if a quorum of those shares exists with respect to that matter. Unless the articles of incorporation, a bylaw adopted pursuant to § 2.8 of this Article II, or the Vermont Business Corporation Act provides otherwise, a majority of the votes entitled to be cast on the matter by the voting group constitutes a quorum of that voting group for action on that matter.

If the articles of incorporation or the Vermont Business Corporation Act provides for voting by two or more voting groups on a matter, action on that matter is taken only when voted upon by each of those voting groups counted separately. Action may be taken by one voting group on a matter even though no action is taken by another voting group entitled to vote on the matter.

Once a share is represented for any purpose at a meeting, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is or must be set for that adjourned meeting.

If a quorum exists, action on a matter (other than the election of directors) by a voting group is approved if the votes cast within the voting group favoring the action exceed the votes cast opposing the action, unless the articles of incorporation, a bylaw adopted pursuant to § 2.8 of this Article II, or the Vermont Business Corporation Act requires a greater number of affirmative votes.

**§ 2.8 Increasing Quorum or Voting Requirements.**

For purposes of this § 2.8, a “supermajority quorum” is a requirement that more than a majority of the votes of the voting group be present to constitute a quorum; and a “supermajority voting requirement” is any requirement that requires the vote of more than a majority of affirmative votes of a group at a meeting.

The shareholders, but only if specifically authorized to do so by the articles of incorporation, may adopt, amend, or delete a bylaw which fixes a supermajority quorum or supermajority voting requirement.

The adoption or amendment of a bylaw that adds, changes, or deletes a supermajority quorum or supermajority voting requirement for shareholders must meet the same quorum requirement and be adopted by the same vote and voting groups required to take action under the quorum and voting requirement then in effect or proposed to be adopted, whichever is greater.

A bylaw that fixes a supermajority quorum or supermajority voting requirement for shareholders may not be adopted, amended, or repealed by the board of directors.

**§ 2.9 Proxies.**

At all meetings of shareholders, a shareholder may vote in person, or vote by proxy which is executed in writing by the shareholder or which is executed by his or her duly authorized attorney-in-fact. Such proxy shall be filed with the secretary of the corporation or other person authorized to tabulate votes before or at the time of the meeting. No proxy shall be valid after 11 months from the date of its execution unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the shareholder executing it, except where the proxy conspicuously states that it is irrevocable and the proxy is coupled with an interest.

**§ 2.10 Voting of Shares.**

Unless otherwise provided in the articles of incorporation, each outstanding share entitled to vote shall be entitled to one vote upon each matter submitted to a vote at a meeting of shareholders.

Except as provided by specific court order, no shares held by another corporation, if a majority of the shares entitled to vote for the election of directors of such other corporation are held by the corporation, shall be voted at any meeting or counted in determining the total number of outstanding shares at any given time for purposes of any meeting. Provided, however, the prior sentence shall not limit the power of the corporation to vote any shares, including its own shares, held by it in a fiduciary capacity.

Redeemable shares are not entitled to vote after notice of redemption is mailed to the holders and a sum sufficient to redeem the shares has been deposited with a bank, trust company, or other financial institution under an irrevocable obligation to pay the holders the redemption price on surrender of the shares.

**§ 2.11 Corporation's Acceptance of Votes.**

- (a) If the name signed on a vote, consent, waiver, or proxy appointment corresponds to the name of a shareholder, the corporation, if acting in good faith, is entitled to accept the vote, consent, waiver, or proxy appointment and give it effect as the act of the shareholder.
- (b) If the name signed on a vote, consent, waiver, or proxy appointment does not correspond to the name of its shareholder, the corporation, if acting in good faith, is nevertheless entitled to accept the vote, consent, waiver, or proxy appointment and give it effect as the act of the shareholder if:
  - (1) the shareholder is an entity as defined in the Vermont Business Corporation Act and the name signed purports to be that of an officer or agent of the entity;
  - (2) the name signed purports to be that of an administrator, executor, guardian, or conservator representing the shareholder and, if the corporation requests, evidence of fiduciary status acceptable to the corporation has been presented with respect to the vote, consent, waiver, or proxy appointment;
  - (3) the name signed purports to be that of a receiver or trustee in bankruptcy of the shareholder and, if the corporation requests, evidence of this status acceptable to the corporation has been presented with respect to the vote, consent, waiver, or proxy appointment;
  - (4) the name signed purports to be that of a pledgee, beneficial owner, or attorney-in-fact of the shareholder and, if the corporation requests, evidence acceptable to the corporation of the signatory's authority to sign for the shareholder has been presented with respect to the vote, consent, waiver, or proxy appointment; or
  - (5) two or more persons are the shareholder as co-tenants or fiduciaries and the name signed purports to be the name of at least one of the co-owners and the person signing appears to be acting on behalf of all the co-owners.
- (c) The corporation is entitled to reject a vote, consent, waiver, or proxy appointment if the secretary or other officer or agent authorized to tabulate votes, acting in good faith, has reasonable basis for doubt about the validity of the signature on it or about the signatory's authority to sign for the shareholder.

- (d) The corporation and its officer or agent who accepts or rejects a vote, consent, waiver, or proxy appointment in good faith and in accordance with the standards of this section are not liable in damages to the shareholder for the consequences of the acceptance or rejection.
- (e) Corporate action based on the acceptance or rejection of a vote, consent, waiver, or proxy appointment under this section is valid unless a court of competent jurisdiction determines otherwise.

#### **§ 2.12 Informal Action by Shareholders.**

Any action required or permitted to be taken at a meeting of the shareholders may be taken without a meeting if one or more consents in writing, setting forth the actions so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof and are delivered to the corporation for inclusion in the minute book. If the act to be taken requires that notice be given to non-voting shareholders, the corporation shall give the non-voting shareholders written notice of the proposed action at least 10 days before the action is taken, which notice shall contain or be accompanied by the same material that would have been required if a formal meeting had been called to consider the action.

Action may be taken by consent of a majority of the shareholders entitled to vote thereon to the extent permitted, and in accordance with the procedures set forth, in the articles of incorporation.

A consent signed under this section has the effect of a meeting vote and may be described as such in any document.

#### **§ 2.13 Voting for Directors.**

Unless otherwise provided in the articles of incorporation, directors are elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present.

#### **§ 2.14 Shareholder's Rights to Inspect Corporate Records.**

- (a) *Minutes and Accounting Records.* The corporation shall keep as permanent records minutes of all meetings of its shareholders and board of directors, a record of all actions taken by the shareholders or board of directors without a meeting, and a record of all actions taken by a committee of the board of directors in place of the board of directors on behalf of the corporation. The corporation shall maintain appropriate accounting records.
- (b) *Absolute Inspection Rights of Records Required at Principal Office.* If a shareholder gives the corporation written notice of his or her demand at least five business days before the date on which the shareholder wishes to inspect and copy, the shareholder (or his or her agent or attorney) has the right to inspect and copy, during regular business hours, any of the following records, all of which the

corporation is required to keep at its principal office (or, if such office is not in Vermont, at its registered office in Vermont):

- (1) its articles or restated articles of incorporation and all amendments to them currently in effect;
  - (2) its bylaws or restated bylaws and all amendments to them currently in effect;
  - (3) resolutions adopted by its board of directors creating one or more classes or series of shares, and fixing their relative rights, preferences, and limitations, if shares issued pursuant to those resolutions are outstanding;
  - (4) the minutes of all shareholders' meetings, and records of all action taken by shareholders without a meeting;
  - (5) all written communications to shareholders generally within the past three years, including the financial statements furnished for the past three years to the shareholders;
  - (6) a list of the names and business addresses of its current directors and officers; and
  - (7) its most recent annual report delivered to the Secretary of State.
- (c) *Conditional Inspection Right.* In addition, if a shareholder gives the corporation a written demand made in good faith and for a proper purpose at least five business days before the date on which he or she wishes to inspect and copy, he or she describes with reasonable particularity his or her purpose and the records he or she desires to inspect, and the records are directly connected with his or her purpose, a shareholder of the corporation (or his or her agent or attorney) is entitled to inspect and copy, during regular business hours at a reasonable location specified by the corporation, any of the following records of the corporation:
- (1) accounting records of the corporation; and
  - (2) the record of shareholders (compiled no earlier than the date of the shareholder's demand).
- (d) *Copy Costs.* The right to copy records includes, if reasonable, the right to receive copies made by photographic, xerographic, or other means. The corporation may impose a reasonable charge, covering the costs of labor and material, for copies of any documents provided to the shareholder. The charge may not exceed the estimated cost of production or reproduction of the records.



- (e) *Shareholder Includes Beneficial Owner.* For purposes of this § 2.14, the term “shareholder” shall include a beneficial owner whose shares are held in a voting trust or by a nominee on his or her behalf.

**§ 2.15 Financial Statements Shall Be Furnished to the Shareholders.**

- (a) The corporation shall furnish its shareholders annual financial statements (which may be consolidated or combined statements of the corporation and one or more of its subsidiaries) as appropriate, that include a balance sheet as of the end of the fiscal year, an income statement for that year, and a statement of changes in shareholders’ equity for the year unless that information appears elsewhere in the financial statements. If financial statements are prepared for the corporation on the basis of generally accepted accounting principles, the annual financial statements for the shareholders also must be prepared on that basis.
- (b) If the annual financial statements are reported upon by a public accountant, his or her report must accompany them. If not reported upon by a public accountant, the statements must be accompanied by a statement of the president or the person responsible for the corporation’s accounting records:
  - (1) stating his or her reasonable belief whether the statements were prepared on the basis of generally accepted accounting principles and, if not, describing the basis of preparation; and
  - (2) describing any respect in which the statements were not prepared on a basis of accounting consistent with the statements prepared for the preceding year.
- (c) The corporation shall mail the annual financial statements to each shareholder within 120 days after the close of each fiscal year. Thereafter, on written request from a shareholder who was not mailed the statements, the corporation shall mail to the shareholder the latest financial statements.

**§ 2.16 Dissenters’ Rights.**

Each shareholder shall have the right to dissent from and obtain payment of the fair value of his or her shares when so authorized by the Vermont Business Corporation Act, the articles of incorporation, these bylaws, or in a resolution of the board of directors.

## ARTICLE III. BOARD OF DIRECTORS

### § 3.1 General Powers.

Unless the articles of incorporation have dispensed with or limited the authority of the board of directors by describing who will perform some or all of the duties of a board of directors, all corporate powers shall be exercised by or under the authority of, and the business and affairs of the corporation shall be managed under the direction of, the board of directors.

### § 3.2 Number, Tenure, and Qualifications of Directors.

Unless otherwise provided in the articles of incorporation, the number of directors of the corporation shall be at least three (3) persons, the exact number to be determined by the shareholders at any meeting. If the articles of incorporation do not name the initial directors, the incorporators shall determine the number of directors on the initial board. Each director shall hold office until the next annual meeting of shareholders or until removed. However, if his or her term expires, the director shall continue to serve until his or her successor shall have been elected and qualified or until there is a decrease in the number of directors. So long as it shall be required by Chapter 141 of Title 8 of Vermont Statutes Annotated, at least one (1) of the directors shall be a resident of the State of Vermont; otherwise, directors need not be residents of the State of Vermont or shareholders of the corporation unless so required by the articles of incorporation.

### § 3.3 Regular Meetings of the Board of Directors.

A regular meeting of the board of directors shall be held without other notice than this bylaw immediately after, and at the same place as, the annual meeting of shareholders. The board of directors may provide, by resolution, the time and place (which may be within or without the State of Vermont) for the holding of additional regular meetings without other notice than such resolution. As is provided by § 3.7 of these bylaws, any such regular meeting may be held by telephone. So long as it shall be required by Chapter 141 of Title 8 of Vermont Statutes Annotated, the board of directors shall hold at least one meeting within the State of Vermont each year, which meeting may but need not be the annual meeting of the board.

### § 3.4 Special Meetings of the Board of Directors.

Special meetings of the board of directors may be called by or at the request of the president or any one director. The person authorized to call special meetings of the board of directors may fix any place either within or without the State of Vermont as the place for holding any special meeting of the board of directors. As is provided by § 3.7 of these bylaws, such meeting may be held by telephone.

### § 3.5 Notice of, and Waiver of Notice for, Special Director Meetings.

Unless the articles of incorporation provide for a longer or shorter period, notice of any special director meeting shall be given at least two business days prior thereto either orally or in writing. If mailed, notice of any director meeting shall be deemed to be effective at the earliest of: (1) when received; (2) five days after deposited in the United States mail, addressed to the

director's business office, with postage thereon prepaid; or (3) the date shown on the return receipt if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the director. Any director may waive notice of any meeting. Except as provided in the next sentence, the waiver must be in writing, signed by the director entitled to the notice, and filed with the minutes or corporate records. The attendance (including participation by telephone) of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business and at the beginning of the meeting (or promptly upon his or her arrival) objects to holding the meeting or transacting business at the meeting, and does not thereafter vote for or assent to action taken at the meeting. Unless required by the articles of incorporation, neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of such meeting.

### **§ 3.6 Director Quorum.**

The greater of: (i) one-third (1/3) of the number of directors; or (ii) two directors shall constitute a quorum for the transaction of business at any meeting of the board of directors, unless the articles of incorporation require a greater number. Any amendment to this quorum requirement is subject to the provisions of § 3.8 of these bylaws.

### **§ 3.7 Directors, Manner of Acting.**

The act of a majority of the directors present at a meeting at which a quorum is present when the vote is taken shall be the act of the board of directors unless the articles of incorporation require a greater percentage. Any amendment which changes the number of directors needed to take action is subject to the provisions of § 3.8 of these bylaws.

Unless the articles of incorporation provide otherwise, any or all directors may participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means is deemed to be present in person at the meeting.

A director who is present at a meeting of the board of directors or a committee of the board of directors when corporate action is taken is deemed to have assented to the action taken unless: (1) the director objects at the beginning of the meeting (or promptly upon his or her arrival) to holding it or transacting business at the meeting; or (2) his or her dissent or abstention from the action taken is entered in the minutes of the meeting; or (3) the director delivers written notice of his or her dissent or abstention to the presiding officer of the meeting before its adjournment. The right of dissent or abstention is not available to a director who votes in favor of the action taken.

### **§ 3.8 Establishing a Supermajority Quorum or Voting Requirement for the Board of Directors.**

For the purposes of this § 3.8, a "supermajority quorum" is a quorum of the directors greater than that specified in § 3.6, and a "supermajority voting requirement" is any requirement

that requires the vote of more than a majority of those directors present at a meeting at which a quorum is present in order to be the act of the directors.

A bylaw that fixes a supermajority quorum or supermajority voting requirement may be amended or repealed:

- (1) if originally adopted by the shareholders, only by the shareholders (unless otherwise provided by the shareholders); or
- (2) if originally adopted by the board of directors, either by the shareholders or by the board of directors.

A bylaw adopted or amended by the shareholders that fixes a supermajority quorum or supermajority voting requirement for the board of directors may provide that it may be amended or repealed only by a specified vote of either the shareholders or the board of directors.

Subject to the provisions of the preceding paragraph, action by the board of directors to adopt, amend, or repeal a bylaw that changes the quorum or voting requirement for the board of directors must meet the same quorum requirement and be adopted by the same vote required to take action under the quorum and voting requirement then in effect or proposed to be adopted, whichever is greater.

### **§ 3.9 Director Action Without a Meeting.**

Unless the articles of incorporation provide otherwise, any action required or permitted to be taken by the board of directors at a meeting may be taken without a meeting if all the directors take the action, each one signs a written consent describing the action taken, and the consents are filed with the records of the corporation. Action taken by consent is effective when the last director signs the consent, unless the consent specifies a different effective date. A signed consent has the effect of a meeting vote and may be described as such in any document.

### **§ 3.10 Removal of Directors.**

The shareholders may remove one or more directors at a meeting called for that purpose if notice has been given that a purpose of the meeting is such removal. The removal may be with or without cause unless the articles of incorporation provide that directors may be removed only for cause. If a director is elected by a voting group of shareholders, only the shareholders of that voting group may participate in the vote to remove him or her. If cumulative voting is authorized, a director may not be removed if the number of votes sufficient to elect him or her under cumulative voting is voted against his or her removal. If cumulative voting is not authorized, a director may be removed only if the number of votes cast to remove him or her exceeds the number of votes cast not to remove him or her.

### **§ 3.11 Board of Director Vacancies.**

Unless the articles of incorporation provide otherwise, if a vacancy occurs on the board of directors, including a vacancy resulting from an increase in the number of directors, the

shareholders may fill the vacancy. During such time that the shareholders fail or are unable to fill such vacancies, then and until the shareholders act:

- (1) the board of directors may fill the vacancy; or
- (2) if the directors remaining in office constitute fewer than a quorum of the board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office.

If the vacant office was held by a director elected by a voting group of shareholders, only the holders of shares of that voting group are entitled to vote to fill the vacancy if it is filled by the shareholders.

A vacancy that will occur at a specific later date (by reason of a resignation effective at a later date) may be filled before the vacancy occurs but the new director may not take office until the vacancy occurs.

The term of a director elected to fill a vacancy expires at the next shareholders' meeting at which directors are elected. Despite the expiration of his or her term, the director shall continue to serve until his or her successor is elected and qualifies or until there is a decrease in the number of directors.

### **§ 3.12 Director Compensation.**

Unless otherwise provided in the articles of incorporation, by resolution of the board of directors, each director may be paid his or her expenses, if any, of attendance at each meeting of the board of directors, and may be paid a stated salary as director or a fixed sum for attendance at each meeting of the board of directors or both. No such payment shall preclude any director from serving the corporation in any capacity and receiving compensation therefor.

### **§ 3.13 Director Committees.**

- (a) *Creation of Committees.* Unless the articles of incorporation provide otherwise, the board of directors may create one or more committees and appoint members of the board of directors to serve on them. Each committee must have two or more members, who serve at the pleasure of the board of directors.
- (b) *Selection of Members.* The creation of a committee and appointment of members to it must be approved by the greater of (1) a majority of all the directors in office when the action is taken, or (2) the number of directors required by the articles of incorporation to take such action (or, if not specified in the articles, the numbers required by § 3.7 of this Article III to take action).

- (c) *Required Procedures.* Sections 3.4, 3.5, 3.7, 3.8 and 3.9 of this Article III, which govern meetings, action without meetings, notice and waiver of

notice, and voting requirements of the board of directors, apply to committees and their members. A quorum for a committee meeting shall be a majority of the members of the committee.

- (d) *Authority.* Unless limited by the articles of incorporation, each committee may exercise those aspects of the authority of the board of directors which the board of directors confers upon such committee in the resolution creating the committee; provided, however, a committee may not:
- (1) authorize distributions;
  - (2) approve or propose to shareholders action that the Vermont Business Corporation Act requires be approved by shareholders;
  - (3) fill vacancies on the board of directors or on any of its committees;
  - (4) amend the articles of incorporation pursuant to the authority of directors to do so granted by the Vermont Business Corporation Act;
  - (5) adopt, amend, or repeal bylaws;
  - (6) approve a plan of merger not requiring shareholder approval;
  - (7) authorize or approve reacquisition of shares, except according to a formula or method prescribed by the board of directors; or
  - (8) authorize or approve the issuance or sale or contract for sale of shares, or determine the designation and relative rights, preferences, and limitations of a class or series of shares, except that the board of directors may authorize a committee (or a senior executive officer of the corporation) to do so within limits specifically prescribed by the board of directors.

#### **ARTICLE IV. OFFICERS**

##### **§ 4.1 Number of Officers.**

The officers of the corporation shall be a president and a secretary, each of whom shall be appointed by the board of directors. Such other officers and assistant officers as may be deemed necessary, including a chairperson of the board, a treasurer and any vice-presidents, may be appointed by the board of directors. If specifically authorized by the board of directors, an officer may appoint one or more officers or assistant officers. The same individual may simultaneously hold more than one office in the corporation.

**§ 4.2 Appointment and Term of Office.**

The officers of the corporation shall be appointed by the board of directors for a term as determined by the board of directors. (The designation of a specified term grants to the officer no contract rights, and the board shall have the right to remove the officer at any time prior to the termination of such term.) If no term is specified, they shall hold office until they resign, die, or until they are removed in the manner provided in § 4.3 of this Article IV.

**§ 4.3 Removal of Officers.**

Any officer or agent may be removed by the board of directors at any time, with or without cause. Such removal shall be without prejudice to the contract rights, if any, of the person so removed. Appointment of an officer or agent shall not of itself create contract rights.

**§ 4.4 The Chairperson.**

If appointed, the chairperson of the board shall preside at all meetings of the board of directors and, in the absence of the president, the chairperson shall preside at all meetings of the shareholders.

**§ 4.5 The President.**

The president shall be the principal executive officer of the corporation and, subject to the control of the board of directors, shall in general supervise and control all of the business and affairs of the corporation. The president shall, when present, preside at all meetings of the shareholders and in the absence or incapacity of the chairperson, the president shall also preside at all meetings of the board of directors. The president may sign, with the secretary or any other proper officer of the corporation thereunto authorized by the board of directors, certificates for shares of the corporation and deeds, mortgages, bonds, contracts, or other instruments which the board of directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the board of directors or by these bylaws to some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the board of directors from time to time.

**§ 4.6 The Vice-Presidents.**

If appointed, in the absence of the president or in the event of his or her death, inability or refusal to act, the vice-president (or in the event there be more than one vice-president, the vice-presidents in the order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment) shall perform the duties of the president and, when so acting, shall have all the powers of and be subject to all the restrictions upon the president. (If there is no vice-president, then the treasurer, if any, shall perform such duties of the president.) Any vice-president may sign, with the secretary or an assistant secretary, certificates for shares of the corporation the issuance of which have been authorized by resolution of the

board of directors; and shall perform such other duties as from time to time may be assigned to him or her by the president or by the board of directors.

**§ 4.7 The Secretary.**

The secretary shall: (a) keep the minutes of the proceedings of the shareholders and of the board of directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; (c) be custodian of the corporate records and of any seal of the corporation and, if there is a seal of the corporation, see that it is affixed to all documents the execution of which on behalf of the corporation requires its seal; (d) when requested or required, authenticate any records of the corporation; (e) keep a register of the post office address of each shareholder which shall be furnished to the secretary by such shareholder; (f) sign with the president, or a vice-president, certificates for shares of the corporation, the issuance of which shall have been authorized by resolution of the board of directors; (g) have general charge of the stock transfer books of the corporation; and (h) in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him or her by the president or by the board of directors.

**§ 4.8 The Treasurer.**

If appointed, the treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the corporation; (b) receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies, or other depositories as shall be selected by the board of directors; and (c) in general perform all of the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him or her by the president or by the board of directors. If required by the board of directors, the treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the board of directors shall determine.

**§ 4.9 Assistant Secretaries and Assistant Treasurers.**

The assistant secretaries, when authorized by the board of directors, may sign with the president or a vice-president certificates for shares of the corporation the issuance of which shall have been authorized by a resolution of the board of directors. The assistant treasurers shall, if required by the board of directors, give bonds for the faithful discharge of their duties in such sums and with such sureties as the board of directors shall determine. The assistant secretaries and assistant treasurers, in general, shall perform such duties as shall be assigned to them by the secretary or the treasurer, respectively, or by the president or the board of directors.

**§ 4.10 Salaries.**

The salaries of the officers shall be fixed from time to time by the board of directors.



**ARTICLE V. INDEMNIFICATION OF DIRECTORS, OFFICERS,  
AGENTS, AND EMPLOYEES**

**§ 5.1 Indemnification of Directors.**

Unless otherwise provided in the articles of incorporation, the corporation shall indemnify any individual made a party to a proceeding because the individual is or was a director of the corporation, against liability incurred in the proceeding, but only if the corporation has authorized the payment in accordance with § 8.55 of the Vermont Business Corporation Act and a determination has been made in accordance with the procedures set forth in § 8.55 of the Vermont Business Corporation Act that the director met the standards of conduct and other requirements set forth in paragraphs (a), (b), and (c) below.

(a) *Standard of Conduct*

The individual shall demonstrate that:

- (1) the director conducted himself or herself in good faith; and
- (2) the director reasonably believed:
  - (i) in the case of conduct in his or her official capacity with the corporation, that his or her conduct was in the corporation's best interests;
  - (ii) in all other cases, that his or her conduct was at least not opposed to the corporation's best interests; and
- (3) in the case of any proceeding brought by a governmental entity, the director had no reasonable cause to believe his or her conduct was unlawful, and the director is not finally found to have engaged in a reckless or intentional unlawful act.

(b) *No Indemnification Permitted in Certain Circumstances*

The corporation shall not indemnify a director under this § 5.1 of Article V:

- (i) in connection with a proceeding by or in the right of the corporation in which the director was adjudged liable to the corporation; or
- (ii) in connection with any other proceeding charging improper personal benefit to the director, whether or not involving action in his or her official capacity, in which the director was adjudged liable on the basis that personal benefit was improperly received by him or her.

(c) *Indemnification in Derivative Actions Limited*

Indemnification permitted under this § 5.1 of Article V in connection with a proceeding by or in the right of the corporation is limited to reasonable expenses incurred in connection with the proceeding.

**§ 5.2 Advance Expenses for Directors.**

If a determination is made, following the procedures of § 8.55 of the Vermont Business Corporation Act that the director has met the following requirements; and if an authorization of payment is made, following the procedures and standards set forth in § 8.55 of the Vermont Business Corporation Act, then, unless otherwise provided in the articles of incorporation, the corporation shall pay for or reimburse the reasonable expenses incurred by a director who is a party to a proceeding in advance of final disposition of the proceeding, if:

- (1) the director furnishes the corporation a written affirmation of his or her good faith belief that the director has met the standard of conduct described in § 5.1 of this Article V;
- (2) the director furnishes the corporation a written undertaking, executed personally or on his or her behalf, to repay the advance if it is ultimately determined that the director did not meet the standard of conduct (which undertaking must be an unlimited general obligation of the director but need not be secured and may be accepted without reference to financial ability to make repayment); and
- (3) a determination is made that the facts then known to those making the determination would not preclude indemnification under § 5.1 of this Article V or Chapter 8, Subchapter 5 of the Vermont Business Corporation Act.

**§ 5.3 Indemnification of Officers, Agents, and Employees Who Are Not Directors.**

The board of directors shall indemnify and advance expenses to any officer, employee, or agent of the corporation, who is not a director of the corporation, to the same extent as a director, as determined by the general or specific action of the board of directors.

**§ 5.4 Mandatory Indemnification.**

Unless limited by the articles of incorporation, a corporation shall indemnify a director and an officer of the corporation in accordance with §§ 8.52 and 8.56 of the Vermont Business Corporation Act.

**§ 5.5 Insurance.**

Notwithstanding the foregoing, no individual for whom indemnification is intended hereunder shall be indemnified for any cost or liability for which coverage and reimbursement are provided under an insurance policy.

**§ 5.6 Notice to Shareholders Regarding Indemnification.**

If the corporation indemnifies or advances expenses to a director in connection with a proceeding by or in the right of the corporation, the corporation shall report the indemnification or advance in writing to the shareholders with or before the notice of the next shareholders' meeting.

**ARTICLE VI. CERTIFICATES FOR SHARES AND THEIR TRANSFER**

**§ 6.1 Certificates for Shares.**

(a) *Content*

Certificates representing shares of the corporation shall, at a minimum, state on their face the name of the issuing corporation and that it is organized under the laws of Vermont; the name of the person to whom issued; and the number and class of shares and the designation of the series, if any, the certificate represents; and be in such form as determined by the board of directors. Certificates shall state conspicuously, either on their face or on their back, the existence of restrictions on transfer of shares, if any. Such certificates shall be signed (either manually or by facsimile) by the president or a vice-president and by the secretary or an assistant secretary or the treasurer and may be sealed with a corporate seal or a facsimile thereof.

(b) *Legend as to Class or Series*

If the corporation is authorized to issue different classes of shares or different series within a class, the designations, relative rights, preferences, and limitations applicable to each class; and the variations in rights, preferences, and limitations determined for each series (and the authority of the board of directors to determine variations for future series); and the corporation's right, if any, to make distributions pursuant to § 6.40(c)(2) of the Vermont Business Corporation Act which may impair preferential rights must be summarized on the front or back of each certificate. Alternatively, each certificate may state conspicuously on its front or back that the corporation will furnish the shareholder the above-listed information on request in writing and without charge.

(c) *Shareholder List*

The name and address of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the stock transfer books of the corporation.

(d) *Transferring Shares*

All certificates surrendered to the corporation for transfer shall be canceled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and canceled, except that in the case of a lost, destroyed, or mutilated certificate, a new one may be issued therefor upon such terms and indemnity to the corporation as the board of directors may prescribe.

**§ 6.2 Shares Without Certificates.**

(a) *Issuing Shares Without Certificates*

Unless the articles of incorporation provide otherwise, the board of directors may authorize the issue of some or all of the shares of any or all of its classes or series without certificates. The authorization does not affect shares already represented by certificates until they are surrendered to the corporation.

(b) *Information Statement Required*

Within a reasonable time after the issue or transfer of shares without certificates, and at least annually thereafter, the corporation shall send the shareholder a written statement containing at a minimum:

- (1) the name of the issuing corporation and that it is organized under the laws of Vermont;
- (2) the name of the person to whom issued;
- (3) the number and class of shares and the designation of the series, if any, of the issued shares; and
- (4) the existence of restrictions on transfer of the issued shares.

If the corporation is authorized to issue different classes of shares or different series within a class, the written statement shall describe the designations, relative rights, preferences, and limitations applicable to each class; and the variations in rights, preferences, and limitations determined for each series (and the authority of the board of directors to determine variations for future series); and the corporation's right, if any, to make distributions pursuant to § 6.40(c)(2) of the Vermont Business Corporation Act which may impair preferential rights.

### **§ 6.3 Registration of the Transfer of Shares.**

Registration of the transfer of shares of the corporation shall be made only on the stock transfer books of the corporation. In order to register a transfer, the record owner shall surrender the shares to the corporation for cancellation, properly endorsed by the appropriate person or persons with reasonable assurances that the endorsements are genuine and effective. Unless the corporation has established a procedure by which a beneficial owner of shares held by a nominee is to be recognized by the corporation as the owner, the person in whose name shares stand on the books of the corporation shall be deemed by the corporation to be the owner thereof for all purposes.

### **§ 6.4 Restrictions on Transfer of Shares Permitted.**

The articles of incorporation, bylaws, an agreement among shareholders, or an agreement between shareholders and the corporation may impose restrictions on the transfer or registration of transfer of shares (including any security convertible into or carrying a right to subscribe for or acquire shares). A restriction does not affect shares issued before the restriction was adopted unless the holders of such shares agree in writing to the restriction or voted in favor of the restriction.

A restriction on the transfer or registration of transfer of shares may be authorized:

- (1) to maintain the corporation's status when it is dependent on the number or identity of its shareholders;
- (2) to preserve exemptions under federal or state securities law;
- (3) for any other reasonable purpose.

A restriction on the transfer or registration of transfer of shares may:

- (1) obligate the shareholder first to offer the corporation or other persons (separately, consecutively, or simultaneously) an opportunity to acquire the restricted shares;
- (2) obligate the corporation or other persons (separately, consecutively, or simultaneously) to acquire the restricted shares;
- (3) require the corporation, the holders of any class of its shares, or another person to approve the transfer of the restricted shares, if the requirement is not manifestly unreasonable;
- (4) prohibit the transfer of the restricted shares to designated persons or classes of persons, if the prohibition is not manifestly unreasonable.

A restriction on the transfer or registration of transfer of shares is valid and enforceable against the holder or a transferee of the holder if the restriction is authorized by this § 6.4 and its

existence is noted conspicuously on the front or back of the certificate or is contained in the information statement required by § 6.2 of this Article VI with regard to shares issued without certificates. Unless so noted, a restriction is not enforceable against a person without knowledge of the restriction.

**§ 6.5 Acquisition of Shares.**

The corporation may acquire its own shares and shares so acquired constitute authorized but unissued shares.

If the articles of incorporation prohibit the reissue of acquired shares, the number of authorized shares is reduced by the number of shares acquired, effective upon amendment of the articles of incorporation, which amendment shall be adopted by the shareholders or by the board of directors without shareholder action. The articles of amendment must be delivered to the Vermont Secretary of State and must set forth:

- (1) the name of the corporation;
- (2) the reduction in the number of authorized shares, itemized by class and series; and
- (3) the total number of authorized shares, itemized by class and series, remaining after reduction of the shares.

**ARTICLE VII. DISTRIBUTIONS**

**§ 7.1 Distributions.**

The board of directors may authorize, and the corporation may make, distributions (including dividends on its outstanding shares) in the manner and upon the terms and conditions provided by law and in the corporation's articles of incorporation.

**ARTICLE VIII. CORPORATE SEAL**

**§ 8.1 Corporate Seal.**

The board of directors may provide a corporate seal which may be circular in form and have inscribed thereon any designation including the name of the corporation, Vermont as the state of incorporation, and the words "Corporate Seal."

## ARTICLE IX. FISCAL YEAR

### § 9.1 Fiscal Year.

The fiscal year of the corporation shall begin on the first day of January in each year and end on the thirty-first day of December in each year.

## ARTICLE X. AMENDMENTS

### § 10.1 Amendments.

The corporation's board of directors may amend or repeal the corporation's bylaws unless:

- (1) the articles of incorporation or the Vermont Business Corporation Act reserve this power exclusively to the shareholders in whole or part; or
- (2) the shareholders in adopting, amending, or repealing a particular bylaw provide expressly that the board of directors may not amend or repeal that bylaw; or
- (3) the bylaw either establishes, amends, or deletes a supermajority shareholder quorum or voting requirement (as defined in § 2.8 of Article II of these bylaws).

Any amendment which changes the voting or quorum requirement for the board must comply with Article III, § 3.8 of these bylaws, and for the shareholders, must comply with Article II, § 2.8 of these bylaws.

The corporation's shareholders may amend or repeal the corporation's bylaws even though the bylaws may also be amended or repealed by its board of directors.

## ARTICLE XI. MISCELLANEOUS

### § 11.1 References to Vermont Act.

All references in these bylaws to the Vermont Business Corporation Act and sections thereof shall mean and include said Act and sections as they may be amended or supplemented.

**CERTIFICATE OF FORMATION  
OF  
MERIDEN GAS TURBINES LLC**

The undersigned, being a natural person 18 years of age or older and for the purpose of forming a limited liability company for general business purposes under the Delaware Limited Liability Act, hereby adopts the following Certificate of Formation:

1. Name: The name of the limited liability company is Meriden Gas Turbines LLC
2. Registered Office: The address of the registered office of the limited liability company is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.
3. Organizer: The name and address of the sole organizer of the limited liability company is James J. Bender, NRG Energy, Inc., 901 Marquette Avenue, Suite 2300, Minneapolis, Minnesota 55402.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Meridan Gas Turbines LLC this 19th day of December, 2000.

/s/ James J. Bender  
James J. Bender  
Authorized Person

*STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 12:30 PM 12/20/2000  
001640212 - 3333258*

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STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 04:30 PM 12/20/2001  
010662368 - 3333258

**CERTIFICATE OF MERGER OF  
PDC-EL PASO MERIDEN, LLC  
INTO  
MERIDEN GAS TURBINES LLC**

Pursuant to the provisions of the Delaware Limited Liability Act, the following Certificate of Merger is executed as of December 19, 2001 by Meriden Gas Turbines LLC ("**Surviving Company**"), a Delaware limited liability company;

First: Surviving Company is a limited liability company organized and existing under the laws of the State of Delaware and is subject to the provisions of the Delaware Limited Liability Company Act.

Second: PDC-El Paso Meriden, LLC is a limited liability company organized and existing under the laws of the State of Connecticut and subject to the Connecticut Limited Liability Company Act.

Third: An Agreement and Plan of Merger has been approved and executed by Meriden Gas Turbines LLC and PDC-El Paso Meriden, LLC adopted in accordance with Delaware law by the written action of the sole member of Meriden Gas Turbines LLC and in accordance with the provisions of Connecticut law by the written action of the sole member of PDC-El Paso Meriden, LLC.

Fourth: A copy of the Agreement and Plan of Merger is on file at the place of business of the Surviving Company, Meriden Gas Turbines LLC, Blaymore I, Fourth Floor, 1606 Camody Court, Sewickley, PA 15143. A copy of such Agreement of Merger will be furnished by Surviving Company, on request and without cost, to any member or person holding an interest in Merged Company.

Fifth: Upon consummation of the Merger, the name of Surviving Company shall remain Meriden Gas Turbines LLC.

IN WITNESS WHEREOF, each of the companies has caused this Certificate of Merger to be executed effective as of the date written above.

**SURVIVING COMPANY:**

MERIDEN GAS TURBINES LLC

By /s/ Craig A. Mataczynski  
Its President

Craig A. Mataczynski

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**Amendment to the  
Limited Liability Company Agreement of  
Meriden Gas Turbines LLC  
A Delaware Limited Liability Company**

THIS AMENDMENT (the "Amendment") to the Limited Liability Company Agreement of Meriden Gas Turbines LLC, a Delaware limited liability company (the "Company"), dated as of November 15, 2002 (the "Effective Date"), is adopted, executed and agreed to by the undersigned, NRG Energy, Inc., a Delaware corporation and the sole member of the Company (the "Member"), and Mary S. Stawikey, the Independent Member of the Company (the "Independent Member").

**WHEREAS**, the Member has entered into a Limited Liability Company Agreement dated December 20, 2000 in respect of the Company, which provides that the unanimous consent of the Members and at least one Independent Member shall be required to take certain actions; and

**WHEREAS**, the Member and the Independent Member deem it to be advisable and in the best interests of the Company to amend the provision in the Limited Liability Company Agreement requiring the unanimous consent of the Members and the Independent Member and certain other provisions referencing such Independent Member.

**NOW THEREFORE**, in consideration of the foregoing, the Member and the Independent Member hereby amend the Limited Liability Company Agreement as follows:

- (1) Section 3.08 is hereby amended and restated in its entirety to read as follows:

*"Withdrawal.* A Member may not withdraw or resign from the Company; provided, however, that the Independent Member may resign at any time, and such resignation shall become effective upon acceptance by the Company."

- (2) Section 6.05 is hereby deleted in its entirety and is replaced by the words "Intentionally Omitted."

Except as expressly amended hereby, all of the terms and provisions of the Limited Liability Company Agreement are and shall remain in full force and effect.

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IN WITNESS WHEREOF, the Member and the Independent Member hereto have caused this Amendment to be duly executed as of the date first above written.

**NRG ENERGY, INC.**

By: /s/ Richard C. Kelly  
Name: Richard C. Kelly  
Its: President and Chief Operating Officer

By: /s/ Mary S. Stawikey  
Name: Mary S. Stawikey  
Independent Member

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**LIMITED LIABILITY COMPANY AGREEMENT  
OF  
MERIDEN GAS TURBINES LLC**  
A Delaware Limited Liability Company

THIS LIMITED LIABILITY COMPANY AGREEMENT OF **MERIDEN GAS TURBINES LLC** (this "*Agreement*"), dated December 20, 2000 (the "*Effective Date*"), is adopted, executed and agreed to, for good and valuable consideration, by the Members (as defined below).

**RECITALS**

1. NRG Energy, Inc., a Delaware limited liability company ("*NRG*"), has agreed to become the sole Member of the Company (as defined below).
2. *NRG* now desires to enter into this Agreement with respect to various matters relating to the Company.

**ARTICLE 1  
DEFINITIONS**

1.01 **Definitions.** As used in this Agreement, the following terms have the respective meanings set forth below or set forth in the Sections referred to below:

**Act** - the Delaware Limited Liability Company Act.

**Affected Member** - Section 9.01.

**Affiliate** - with respect to any Person, (a) each entity that such Person Controls; (b) each Person that Controls such Person, including, in the case of a Member, such Member's Parent; and (c) each entity that is under common Control with such Person, including, in the case of a Member, each entity that is Controlled by such Member's Parent.

**Agreement** - introductory paragraph.

**Alternate Representative** - Section 6.02(a)(i).

**Assignee** - any Person that acquires a Membership Interest or any portion thereof through a Disposition; *provided, however*, that, an Assignee shall have no right to be admitted to the Company as a Member except in accordance with Section 3.03(b)(iii).

**Bankruptcy or Bankrupt** - with respect to any Person, that (a) such Person (i) makes a general assignment for the benefit of creditors; (ii) files a voluntary bankruptcy petition; (iii) becomes the subject of an order for relief or is declared insolvent in any federal or state bankruptcy or insolvency proceedings; (iv) files a petition or answer seeking for such Person a reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any Law; (v) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against such Person in a proceeding of the type described in subclauses (i) through (iv) of this clause (a); or (vi) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of such Person or of all or any substantial part of such Person's properties; or (b) against such Person, a proceeding seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any Law has been commenced and 60 Days have expired without dismissal thereof or with respect to which, without such Person's consent or acquiescence, a trustee, receiver, or liquidator of such Person or of all or any substantial part of such Person's properties has been appointed and 60 Days have expired without the appointment's having been vacated or stayed, or 60 Days have expired after the date of expiration of a stay, if the appointment has not previously been vacated.

**Business Day** - any day other than a Saturday, a Sunday, or a holiday on which national banking associations in Minnesota, Louisiana, Texas or New York are not open for business.

**Buyout Event** - Section 9.01.

**Capital Account** - the account to be maintained by the Company for each Member in accordance with Section 4.06.

**Capital Contribution** - with respect to any Member, the amount of money and the net agreed value of any property (other than money) contributed to the Company by the Member. Any reference in this Agreement to the Capital Contribution of a Member shall include a Capital Contribution of its predecessors in interest.

**Certified Public Accountants** - a firm of independent public accountants selected from time to time by the Management Committee.

**Change of Member Control** - with respect to any Member, an event (such as a Disposition of voting securities) that causes such Member to cease to be Controlled by such Member's Parent; *provided, however*, that an event that causes any of such Member's Parents to be Controlled by another Person shall not constitute a Change of Member Control.

**Claim** - any and all judgments, claims, causes of action, demands, lawsuits, suits, proceedings, Governmental investigations or audits, losses, assessments, fines, penalties, administrative orders, obligations, costs, expenses, liabilities and damages (whether actual, consequential or punitive), including interest, penalties, reasonable attorney's fees, disbursements and costs of investigations, deficiencies, levies, duties and imposts.

**Code** - the Internal Revenue Code of 1986, as amended.

**Company** - Meriden Gas Turbines LLC, a Delaware limited liability company.

**Confidential Information** - information and data (including all copies thereof) that is furnished or submitted by any of the Members or their Affiliates, whether oral (and if oral, reduced to writing and marked "confidential" within 10 days of disclosure), written, or electronic, on a confidential basis to the other Members or their Affiliates in connection with the Company, and any and all of the activities and studies performed pursuant to this Agreement or any Project Agreement, and the resulting information and data obtained from those studies. Notwithstanding the foregoing, the term "Confidential Information" shall not include any information that:

- (a) is in the public domain at the time of its disclosure or thereafter (other than as a result of a disclosure directly or indirectly by a Member or its Affiliates in contravention of this Agreement or any Project Agreement);
- (b) as to any Member, was in the possession of such Member or its Affiliates prior to the execution of this Agreement; or
- (c) is engineering information (for example, heat balance and capital cost information) that has been independently acquired or developed by a Member or its Affiliates without violating any of the obligations of such Member or its Affiliates under this Agreement.

**Control** - the possession, directly or indirectly of either of the following:

- (a) (i) in the case of a corporation, more than 50% of the outstanding voting securities thereof; (ii) in the case of a limited liability company, partnership, limited partnership or venture, the right to more than 50% of the distributions therefrom (including liquidating distributions); (iii) in the case of a trust or estate, including a business trust, more than 50% of the

beneficial interest therein; and (iv) in the case of any other entity, more than 50% of the economic or beneficial interest therein; or

(b) in the case of any entity, the power or authority, through ownership of voting securities, by contract or otherwise, to exercise a controlling influence over the management of the entity.

**Day** - a calendar day; *provided, however*, that if any period of Days referred to in this Agreement shall end on a Day that is not a Business Day, then the expiration of such period shall be automatically extended until the end of the first succeeding Business Day.

**Default** - the failure of a Member to comply in any material respect with any of its material agreements, covenants or obligations under this Agreement; the failure of any representation or warranty made by a Member in this Agreement to have been true and correct in all material respects at the time it was made; or the failure of a Member, without justified cause, to take any action materially necessary for the progress of the Project consistent with or required by the terms of this Agreement (including participating in meetings or decisions).

**Default Rate** - a rate per annum equal to the lesser of (a) a varying rate per annum equal to the sum of (i) the prime rate as published in *The Wall Street Journal*, with adjustments in that varying rate to be made on the same date as any change in that rate is so published, *plus* (ii) 3% per annum, and (b) the maximum rate permitted by Law.

**Deferred Amount** - Section 9.03(c).

**Delaware Certificate** - Section 2.01.

**Dispose, Disposing or Disposition** - with respect to any asset (including a Membership Interest or any portion thereof), a sale, assignment, transfer, conveyance, gift, exchange or other disposition (other than the pledge or assignment to any creditor of the Company or the Member, or any collateral agent for such creditor, of any Membership Interest as security for the indebtedness to such creditor) of such asset, whether such disposition be voluntary, involuntary or by operation of Law, including the following: (a) in the case of an asset owned by a natural person, a transfer of such asset upon the death of its owner, whether by will, intestate succession or otherwise; (b) in the case of an asset owned by an entity, (i) a merger or consolidation of such entity (other than where such entity is the survivor thereof), (ii) a conversion of such entity into another type of entity, or (iii) a distribution of such asset, including in connection with the dissolution, liquidation, winding-up or termination of such entity (unless, in the case of dissolution, such entity's business is continued without the commencement of liquidation or winding-up); and (c) a disposition in connection with, or in lieu of, a foreclosure of an Encumbrance; but such terms shall not include the creation of an Encumbrance.

**Dispute** - Section 10.01.

**Dispute Notice** - Section 10.02.

**Disputing Member** - Section 10.01.

**Dissolution Event** - Section 11.01(a).

**Effective Date** - introductory paragraph.

**Encumber, Encumbering, or Encumbrance** - the creation of a security interest, lien, pledge, mortgage or other encumbrance, whether such encumbrance be voluntary, involuntary or by operation of Law; *provided, however*, that the pledge or assignment to any creditor of the Company or *NRG* or any collateral agent for such creditor, of any Membership Interest as security for the indebtedness to such creditor shall not be deemed to be an Encumbrance thereof.

**Fair Market Value** - Section 9.03.

**Governmental Authority (or Governmental)** - a federal, state, local or foreign governmental authority; a state, province, commonwealth, territory or district thereof; a county or parish; a city, town, township, village or other municipality; a district, ward or other subdivision of any of the foregoing; any executive, legislative or other governing body of any of the foregoing; any agency, authority, board, department, system, service, office, commission, committee, council or other administrative body of any of the foregoing; any court or other judicial body; and any officer, official or other representative of any of the foregoing.

**including** - including, without limitation.

**Independent Member** - means a natural person who is not an officer, director, agent, employee or representative of the Company, NRG; or any Affiliate of any of the foregoing.

**Law** - any applicable constitutional provision, statute, act, code (including the Code), law, regulation, rule, ordinance, order, decree, ruling, proclamation, resolution, judgment, decision, declaration, or interpretative or advisory opinion or letter of a Governmental Authority having valid jurisdiction.

**Lending Member** - Section 4.03(a)(ii).

**Loan Documents** - any and all documents relating to money borrowed by Northeast, including money borrowed through public or private sales of its debt securities, as the same may be amended or restated from time to time.

**Management Committee** - Section 6.02.

**Member** - any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but such term does not include any Person who has ceased to be a member in the Company.

**Membership Interest** - with respect to any Member, (a) that Member's status as a Member; (b) that Member's share of the income, gain, loss, deduction and credits of, and the right to receive distributions from, the Company; (c) all other rights, benefits and privileges enjoyed by that Member (under the Act, this Agreement, or otherwise) in its capacity as a Member, including that Member's rights to vote, consent and approve and otherwise to participate in the management of the Company, including through the Management Committee; and (d) all obligations, duties and liabilities imposed on that Member (under the Act, this Agreement or otherwise) in its capacity as a Member, including any obligations to make Capital Contributions.

**Non-Contributing Member** - Section 4.03(a).

**NRG** - NRG Energy, Inc., a Delaware Corporation.

**Officer** - any Person designated as an officer of the Company as provided in Section 6.02(j), but such term does not include any Person who has ceased to be an officer of the Company.

**Outside Activities** - Section 6.05(b).

**Parent** - if applicable to a Member, the company or companies set forth opposite the name of such Member on Exhibit A.

**Permits** - all permits, licenses, approvals or other actions of Governmental Authorities that are required for the ownership and operation of the Project, as contemplated by this Agreement.

**Person** - the meaning assigned that term in Section 18-101(11) of the Act and also includes a Governmental Authority and any other entity.

**Purchase Price** - Section 9.03.

**Representative** - Section 6.02(a)(i).

**Securities Act** - the Securities Act of 1933.

**Seller** - Atlantic City Electric Company, a New Jersey corporation.

**Sharing Ratio** - subject in each case to adjustments in accordance with this Agreement or in connection with Dispositions of Membership Interests, (a) in the case of a Member executing this Agreement as of the date of this Agreement or a Person acquiring such Member's Membership Interest, the percentage specified for that Member as its Sharing Ratio on Exhibit A, and (b) in the case of Membership Interest issued pursuant to Section 3.04, the Sharing Ratio established pursuant thereto; *provided, however*, that the total of all Sharing Ratios shall always equal 100%.

**Sole Discretion** - a Member's sole and absolute discretion, with or without cause, and subject to whatever limitations or qualifications the Member may impose.

**Tax Matters Member** - Section 7.03(a).

**Term** - Section 2.06.

**Terminated Member** - Section 9.05.

**Treasury Regulations** - the regulations (including temporary regulations) promulgated by the United States Department of the Treasury pursuant to and in respect of provisions of the Code. All references herein to sections of the Treasury Regulations shall include any corresponding provision or provisions of succeeding, similar or substitute, temporary or final Treasury Regulations.

Other terms defined herein have the meanings so given them.

1.02 **Construction.** Unless the context requires otherwise: (a) the gender (or lack of gender) of all words used in this Agreement includes the masculine, feminine, and neuter; (b) references to Articles and Sections refer to Articles and Sections of this Agreement; (c) references to Exhibits refer to the Exhibits attached to this Agreement, each of which is made a part hereof for all purposes; (d) references to Laws refer to such Laws as they may be amended from time to time, and references to particular provisions of a Law include any corresponding provisions of any succeeding Law; and (e) references to money refer to legal currency of the United States of America.

## ARTICLE 2 ORGANIZATION

2.01 **Formation.** The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the "*Delaware Certificate*"), dated December , 2000 the "*Formation Date*"), with the Secretary of State of Delaware pursuant to the Act.

2.02 **Name.** The name of the Company is "Meriden Gas Turbines LLC" and all Company business must be conducted in that name or such other names that comply with Law as the Management Committee may select.

2.03 **Registered Office; Registered Agent; Principal Office in the United States; Other Offices.** The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Delaware Certificate or such other office (which need not be a place of business of the Company) as the Management Committee may designate in the manner provided by Law. The



registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Delaware Certificate or such other Person or Persons as the Management Committee may designate in the manner provided by Law. The principal office of the Company in the United States shall be at such place as the Management Committee may designate, which need not be in the State of Delaware, and the Company shall maintain records there or such other place as the Management Committee shall designate and shall keep the street address of such principal office at the registered office of the Company in the State of Delaware. The Company may have such other offices as the Management Committee may designate.

2.04 **Purposes.** The purpose of the Company shall be the ownership and operation of power generation facilities, either directly or through the ownership of one or more entities engaged in that business.

2.05 **Foreign Qualification.** Prior to the Company's conducting business in any jurisdiction other than Delaware, the Management Committee shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Management Committee, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction. At the request of the Management Committee, each Member shall execute, acknowledge, swear to, and deliver all certificates and other instruments conforming with this Agreement that are necessary or appropriate to qualify, continue, and terminate the Company as a foreign limited liability company in all such jurisdictions in which the Company may conduct business.

2.06 **Term.** The period of existence of the Company (the "Term") commenced on the Formation Date and shall end at such time as a certificate of cancellation is filed with the Secretary of State of Delaware in accordance with Section 11.04. Such period may be extended from time to time by Members holding a majority of the Membership Interests.

2.07 **No State-Law Partnership.** The Members intend that the Company not be a partnership (including a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and state tax purposes, and this Agreement may not be construed to suggest otherwise.

2.08 **Units; Certificates of Membership Interest; Applicability of Article 8 of UCC.** Membership Interests shall be represented by units ("Units"). The number of authorized Units shall be one thousand (1,000). All Membership Interests shall be represented by certificates in such form as the Management Committee shall from time to time approve, shall be recorded in a register thereof maintained by the Company, and shall be subject to such rules for the issuance thereof as the Management Committee may from time to time determine. Membership Interests shall be subject to the provisions of Article 8 of the Uniform Commercial Code as may be applicable in the State of New York from time to time.

### **ARTICLE 3 MEMBERSHIP; DISPOSITIONS OF INTERESTS**

3.01 **Initial Members.** The initial Members of the Company are the Persons executing this Agreement as of the date of this Agreement as Members, each of which is admitted to the Company as a Member effective contemporaneously with the execution by such Person of this Agreement.

3.02 **Representations, Warranties and Covenants.** Each Member hereby represents, warrants and covenants to the Company and each other Member that the following statements are true and correct as of the Effective Date and shall be true and correct at all times that such Member is a Member:

- (a) that Member is duly incorporated, organized or formed (as applicable), validly existing, and (if applicable) in good standing under the Law of the jurisdiction of its incorporation, organization or formation; if required by applicable Law, that Member is duly qualified and in good standing in the jurisdiction of its principal place of business, if different from its jurisdiction of incorporation, organization or formation; and that Member has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and all necessary actions by the board of directors, shareholders, managers, members, partners, trustees, beneficiaries, or other applicable Persons necessary for the due

authorization, execution, delivery, and performance of this Agreement by that Member have been duly taken;

(b) that Member has duly executed and delivered this Agreement and the other documents contemplated herein, and they constitute the legal, valid and binding obligation of that Member enforceable against it in accordance with their terms (except as may be limited by bankruptcy, insolvency or similar Laws of general application and by the effect of general principles of equity, regardless of whether considered at law or in equity); and

(c) that Member's authorization, execution, delivery, and performance of this Agreement does not and will not (i) conflict with, or result in a breach, default or violation of, (A) the organizational documents of such Member, (B) any contract or agreement to which that Member is a party or is otherwise subject, or (C) any Law, order, judgment, decree, writ, injunction or arbitral award to which that Member is subject; or (ii) require any consent, approval or authorization from, filing or registration with, or notice to, any Governmental Authority or other Person, unless such requirement has already been satisfied.

### 3.03 ***Dispositions and Encumbrances of Membership Interests.***

(a) ***General Restriction.*** A Member may not Dispose of or Encumber all or any portion of its Membership Interest except in strict accordance with this Section 3.03. (References in this Section 3.03 to Dispositions or Encumbrances of a "Membership Interest" shall also refer to Dispositions or Encumbrances of a portion of a Membership Interest.) Any attempted Disposition or Encumbrance of a Membership Interest, other than in strict accordance with this Section 3.03, shall be, and is hereby declared, null and void *ab initio*. The Members agree that a breach of the provisions of this Section 3.03 may cause irreparable injury to the Company and to the other Members for which monetary damages (or other remedy at law) are inadequate in view of (i) the complexities and uncertainties in measuring the actual damages that would be sustained by reason of the failure of a Member to comply with such provision and (ii) the uniqueness of the Company business and the relationship among the Members. Accordingly, the Members agree that the provisions of this Section 3.03 may be enforced by specific performance.

#### (b) ***Dispositions of Membership Interests.***

(i) ***General Restriction.*** A Member may not Dispose of all or any portion of its Membership Interest except by complying with all of the following requirements:

(A) such Member must receive the unanimous consent of the non-Disposing Members, which consent shall not be unreasonably withheld by each of such other Members; *provided, however*, that such consent need not be obtained if (I) the proposed Assignee is a Wholly-Owned Affiliate of the Disposing Member and (II) such proposed Assignee demonstrates to the reasonable satisfaction of the other Members that it has the ability to meet the financial and contractual commitments and other obligations of the Disposing Member; and

(B) such Member must comply with the requirements of Section 3.03(b)(iii) and, if the Assignee is to be admitted as a Member, Section 3.03(b)(ii).

(ii) ***Admission of Assignee as a Member.*** An Assignee has the right to be admitted to the Company as a Member, with the Membership Interest (and attendant Sharing Ratio) so transferred to such Assignee, only if (A) the Disposing Member making the Disposition has granted the Assignee either (I) the Disposing Member's entire Membership Interest or (II) the express right to be so admitted; and (B) such Disposition is effected in strict compliance with this Section 3.03.

(iii) ***Requirements Applicable to All Dispositions and Admissions.*** In addition to the requirements set forth in Sections 3.03(b)(i) and 3.03(b)(ii), any Disposition of a Membership Interest and any admission of an Assignee as a Member shall also be subject to the following requirements, and such Disposition (and admission, if applicable) shall not be effective unless such

requirements are complied with; *provided, however*, that the Management Committee, in its sole and absolute discretion, may waive any of the following requirements:

(A) **Disposition Documents.** The following documents must be delivered to the Management Committee and must be satisfactory, in form and substance, to the Management Committee:

(I) **Disposition Instrument.** A copy of the instrument pursuant to which the Disposition is effected.

(II) **Ratification of this Agreement.** An instrument, executed by the Disposing Member and its Assignee, containing the following information and agreements, to the extent they are not contained in the instrument described in Section 3.03(b)(iii)(A)(I): (1) the notice address of the Assignee; (2) if applicable, the Parent of the Assignee; (3) the Sharing Ratios after the Disposition of the Disposing Member and its Assignee (which together must total the Sharing Ratio of the Disposing Member before the Disposition); (4) the Assignee's ratification of this Agreement and agreement to be bound by it, and its confirmation that the representations and warranties in Section 3.02 are true and correct with respect to it; (5) the Assignee's ratification of all of the Project Agreements and agreement to be bound by them, to the same extent that the Disposing Member was bound by them prior to the Disposition; and (6) representations and warranties by the Disposing Member and its Assignee (aa) that the Disposition and admission is being made in accordance with all applicable Laws, and (bb) that the matters set forth in Sections 3.03(b)(iii)(A)(III) and (IV) are true and correct.

(III) **Securities Law Opinion.** Unless the Membership Interest subject to the Disposition is registered under the Securities Act and any applicable state securities Law, or the proposed Assignee is a Wholly-Owned Affiliate as described in 3.03(b)(i)(A) above, a favorable opinion of the Company's legal counsel, or of other legal counsel acceptable to the Management Committee, to the effect that the Disposition and admission is being made pursuant to a valid exemption from registration under those Laws and in accordance with those Laws.

(IV) **Tax Opinion.** A favorable opinion of the Certified Public Accountants, or of other certified public accountants acceptable to the Management Committee, to the effect that the Disposition would not result in the Company's being considered to have terminated within the meaning of Code Section 708.

(B) **Payment of Expenses.** The Disposing Member and its Assignee shall pay, or reimburse the Company for, all reasonable costs and expenses incurred by the Company in connection with the Disposition and admission, including the legal fees incurred in connection with the legal opinions referred to in Sections 3.03(b)(iii)(A)(III) and (IV), on or before the tenth Day after the receipt by that Person of the Company's invoice for the amount due.

(C) **No Release.** No Disposition of a Membership Interest shall effect a release of the Disposing Member from any liabilities to the Company or the other Members arising from events occurring prior to the Disposition.

(iv) **Change of Member Control.** A Change of Member Control must also comply with the requirements of this Section 3.03.

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(c) **Encumbrances of Membership Interest.** A Member may Encumber its Membership Interest if the instrument creating such Encumbrance provides that any foreclosure of such Encumbrance (or Disposition in lieu of such foreclosure) must comply with the requirements of Section 3.03(b).

(d) **Right of First Refusal.** Except as otherwise expressly permitted by this Agreement, this Section 3.03(d) shall apply to any proposed voluntary Disposition of a Membership Interest to any purchaser (other than a majority owned Affiliate of the disposing party) for consideration in the form of cash or promissory notes or other obligations to pay sums certain. The Member proposing to make such a Distribution shall provide written notice (a "Disposition Notice") to the remaining Members at least 90 days prior to the proposed Disposition. The Disposition Notice must set forth the identity of the proposed transferee, the sale price, and all other material terms and conditions of the proposed Disposition. In the Case of a Change of member Control, the Disposition notice must set forth the portion, if less than 100%, of the total purchase price that is applicable to such Member's Membership Interest. Upon receipt of a Disposition Notice, the remaining Members shall have the option for a period of 30 days to purchase all, but not less than all, of such Membership Interest. Such Membership Interest shall be allocated to the Members exercising their option under this Section 3.03(d) pro rata in accordance with their Membership Interests. The purchase pursuant to the exercise of this option shall be at the price and pursuant to the terms and conditions of the proposed Disposition. If no Member exercises such option, the Member proposing such Disposition shall be free, for a period of 60 days after the expiration of the remaining Members' options, to Dispose of the Membership Interests that were the subject of the Disposition Notice, but only to the party, and for the price and on the terms and conditions, set forth in the Disposition Notice. If the proposed disposition does not occur within 60 days after the expiration of the remaining Members' options, the Membership Interest may not be Disposed of pursuant to this section 30.0(d) unless the Member again complies with the terms of this Agreement.

(e) **Rights In Membership Interests Pledged as Collateral.** Any other provision of this Agreement to the contrary notwithstanding, by executing and delivering this Agreement, each Member shall be deemed to have consented to (i) the pledge, assignment, hypothecation and transfer to any creditor of the Company or Northeast or its agents, successors or assigns of, and the grant to such creditor or other Person of a lien on and security interest in, as security for the indebtedness of the Company or Northeast to such creditor, all of such Member's right, title and interest in, to and under its Membership Interest and any other collateral securing such indebtedness, (ii) the exercise by any such creditor or other Person of the rights and remedies under any security document related to such collateral, including, without limitation, the right to exercise the voting and consensual rights and other powers of each Member to the extent provided in any such security document, and (ii) the right to foreclose upon or exercise a power of sale with respect to the Membership Interest of each Member and any other collateral subject to such security documents and to cause the agent or designee of such creditor or any third party purchaser of such Membership Interest to become an additional or substitute Member, and (c) all other provisions of the loan and security documents relating to such indebtedness or collateral, the issuance of new or substituted

Membership Interests, or the ownership of Membership Interests.

3.04 **Creation of Additional Membership Interest.** Additional Membership Interests may be created and issued to existing Members or to other Persons, and such other Persons may be admitted to the Company as Members, with the unanimous consent of the existing Members, on such terms and conditions as the existing Members may unanimously determine at the time of admission. The terms of admission or issuance must specify the Sharing Ratios applicable thereto and may provide for the creation of different classes or groups of Members having different rights, powers, and duties. The Management Committee may reflect the creation of any new class or group in an amendment to this Agreement indicating the different rights, powers, and duties. Any such admission is effective only after the new Member has executed and delivered to the Members an instrument containing the notice address of the new Member, the Assignee's ratification of this Agreement and agreement to be bound by it, and its confirmation that the representations and warranties in Section 3.02 are true and correct with respect to it. The provisions of this Section 3.04 shall not apply to Dispositions of Membership Interests or admissions of Assignees in connection therewith, such matters being governed by Section 3.03.

3.05 **Access to Information.** Each Member shall be entitled to receive any information that it may request concerning the Company; *provided, however,* that this Section 3.05 shall not obligate the Company or the Management Committee to create any information that does not already exist at the time of such request (other than

to convert existing information from one medium to another, such as providing a printout of information that is stored in a computer database). Each Member shall also have the right, upon reasonable notice, and at all reasonable times during usual business hours to inspect the properties of the Company and to audit, examine and make copies of the books of account and other records of the Company. Such right may be exercised through any agent or employee of such Member designated in writing by it or by an independent public accountant, engineer, attorney or other consultant so designated. The Member making the request shall bear all costs and expenses incurred in any inspection, examination or audit made on such Member's behalf. Confidential Information obtained pursuant to this Section 3.05 shall be subject to the provisions of Section 3.06.

3.06 **Confidential Information.**

(a) Except as permitted by Section 3.06(b),

(i) each Member shall keep confidential all Confidential Information and shall not disclose any Confidential Information to any Person, including any of its Affiliates, and

(ii) each Member shall use the Confidential Information only in connection with the Company.

(b) Notwithstanding Section 3.06(a), but subject to the other provisions of this Section 3.06, a Member may make the following disclosures and uses of Confidential Information:

(i) disclosures to another Member in connection with the Company;

(ii) disclosures and uses that are approved by the Management Committee;

(iii) disclosures to an Affiliate of such Member on a "need to know" basis in connection with the Company, if such Affiliate has agreed to abide by the terms of this Section 3.06;

(iv) disclosures to a Person that is not a Member or an Affiliate of a Member, if such Person has been retained to provide services by the Member in connection with the Company or such Member's Membership Interest and has agreed to abide by the terms of this Section 3.06;

(v) disclosures to lenders, potential lenders or other Persons providing financing for the Project, potential equity purchasers, if such Persons have agreed to abide by the terms of this Section 3.06;

(vi) disclosures to ISO and its consultants and representatives;

(vii) disclosures to Governmental Authorities that are necessary to operate the Project consistent with the Project Agreements;

(viii) disclosures that a Member is legally compelled to make by deposition, interrogatory, request for documents, subpoena, civil investigative demand, order of a court of competent jurisdiction, or similar process, or otherwise by Law or securities exchange requirements; *provided, however*, that, prior to any such disclosure, such Member shall, to the extent legally permissible:

(A) provide the Management Committee with prompt notice of such requirements so that one or more of the Members may seek a protective order or other appropriate remedy or waive compliance with the terms of this Section 3.06(b)(vii);

(B) consult with the Management Committee on the advisability of taking steps to resist or narrow such disclosure;

and

(C) cooperate with the Management Committee and with the other Members in any attempt one or more of them may make to obtain a protective order or other appropriate remedy or assurance that confidential treatment will be afforded the

Confidential Information; and in the event such protective order or other remedy is not obtained, or the other Members waive compliance with the provisions hereof, such Member agrees (I) to furnish only that portion of the Confidential Information that the other Members are advised by counsel to the disclosing Member is legally required and (II) to exercise all reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

(c) Each Member shall take such precautionary measures as may be required to ensure (and such Member shall be responsible for) compliance with this Section 3.06 by any of its Affiliates, and its and their directors, officers, employees and agents, and other Persons to which it may disclose Confidential Information in accordance with this Section 3.06.

(d) A Terminated Member shall promptly destroy (and provide a certificate of destruction to the Company with respect to) or return to the Company, as directed by the Management Committee, all Confidential Information in its possession. Notwithstanding the immediately-preceding sentence, a Terminated Member may, subject to the other provisions of this Section 3.06, retain and use Confidential Information for the limited purpose of preparing such Terminated Member's tax returns and defending audits, investigations and proceedings relating thereto.

(e) The Members agree that no adequate remedy at law exists for a breach or threatened breach of any of the provisions of this Section 3.06, the continuation of which unremedied will cause the Company and the other Members to suffer irreparable harm. Accordingly, the Members agree that the Company and the other Members shall be entitled, in addition to other remedies that may be available to them, to immediate injunctive relief from any breach of any of the provisions of this Section 3.06 and to specific performance of their rights hereunder, as well as to any other remedies available at law or in equity.

(f) The obligations of the Members under this Section 3.06 shall terminate on the third anniversary of the end of the Term.

3.07 **Liability to Third Parties.** No Member shall be liable for the debts, obligations or liabilities of the Company.

3.08 **Withdrawal.** A Member may not withdraw or resign from the Company.

#### **ARTICLE 4 CAPITAL CONTRIBUTIONS**

4.01 **Initial Capital Contributions.** Contemporaneously with the execution by such Member of this Agreement, each Member shall make the Capital Contributions described for that Member in Exhibit A.

4.02 **Subsequent Capital Contributions.** Without creating any rights in favor of any third party, each Member shall contribute to the Company, in cash, on or before the date specified as hereinafter described, that Member's Sharing Ratio of all monies that in the unanimous judgment of the Management Committee are necessary to enable the Company to acquire the Project from the Seller and to cause the assets of the Company to be properly operated and maintained and to discharge its costs, expenses, obligations, and liabilities, including without limitation its Sharing Ratio of the purchase price set forth in the Asset Sale Agreement, and its Sharing Ratio of Working Capital Requirements in order to bring current Company bank accounts to an amount equal to the Working Capital Requirements, as more particularly described in Section 5.01 below. The Management Committee shall notify each other Member of the need for Capital Contributions pursuant to this Section 4.02 when appropriate, which notice must include a statement in reasonable detail of the proposed uses of the Capital Contributions and a date (which date may be no earlier than the fifth Business Day following each Member's receipt of its notice) before which the Capital Contributions must be made. Notices for Capital Contributions must be made to all Members in accordance with their Sharing Ratios.

4.03 **Failure to Contribute.** (a) If a Member does not contribute, within 10 Days of the date required, all or any portion of a Capital Contribution that Member is required to make as provided in this Agreement, the other

Members may cause the Company to exercise, on notice to that Member (the “*Non-Contributing Member*”), one or more of the following remedies:

- (i) taking such action (including court proceedings) as the other Members may deem appropriate to obtain payment by the Non-Contributing Member of the portion of the Non-Contributing Member’s Capital Contribution that is in default, together with interest thereon at the Default Rate from the date that the Capital Contribution was due until the date that it is made, all at the cost and expense of the Non-Contributing Member;
- (ii) permitting the other Members in proportion to their Sharing Ratios or in such other percentages as they may agree (the “*Lending Member*,” whether one or more), to advance the portion of the Non-Contributing Member’s Capital Contribution that is in default, with the following results:
  - (A) the sum advanced constitutes a loan from the Lending Member to the Non-Contributing Member and a Capital Contribution of that sum to the Company by the Non-Contributing Member pursuant to the applicable provisions of this Agreement,
  - (B) the principal balance of the loan and all accrued unpaid interest thereon is due and payable in whole on the tenth Day after written demand therefor by the Lending Member to the Non-Contributing Member,
  - (C) the amount lent bears interest at the Default Rate from the Day that the advance is deemed made until the date that the loan, together with all interest accrued on it, is repaid to the Lending Member,
  - (D) all distributions from the Company that otherwise would be made to the Non-Contributing Member (whether before or after dissolution of the Company) instead shall be paid to the Lending Member until the loan and all interest accrued on it have been paid in full to the Lending Member (with payments being applied first to accrued and unpaid interest and then to principal),
  - (E) the payment of the loan and interest accrued on it is secured by a security interest in the Non-Contributing Member’s Membership Interest, as more fully set forth in Section 4.03(b), and
  - (F) the Lending Member has the right, in addition to the other rights and remedies granted to it pursuant to this Agreement or available to it at Law or in equity, to take any action (including court proceedings) that the Lending Member may deem appropriate to obtain payment by the Non-Contributing Member of the loan and all accrued and unpaid interest on it, at the cost and expense of the Non-Contributing Member;
- (iii) exercising the rights of a secured party under the Uniform Commercial Code of the State of Delaware, as more fully set forth in Section 4.03(b); or
- (iv) exercising any other rights and remedies available at Law or in equity.

In addition, the failure to make such contributions shall constitute a Default by the Non-Contributing Member, and the other Members shall have the rights set forth in Article 9 with respect to such Default.

(b) Each Member grants to the Company, and to each Lending Member with respect to any loans made by the Lending Member to that Member as a Non-Contributing Member pursuant to Section 4.03(a)(ii), as security, equally and ratably, for the payment of all Capital Contributions that Member has agreed to make and the payment of all loans and interest accrued on them made by Lending Members to that Member as a Non-Contributing Member pursuant to Section 4.03(a)(ii), a security interest in and a general lien on its Membership Rights and the proceeds thereof, all under the Uniform Commercial

Code of the State of Delaware. On any default in the payment of a Capital Contribution or in the payment of such a loan or interest accrued on it, the Company or the Lending Member, as applicable, is entitled to all the rights and remedies of a secured party under the Uniform Commercial Code of the State of Delaware with respect to the security interest granted in this Section 4.03(b). Each Member shall execute and deliver to the Company and the other Members all financing statements and other instruments that the Lending Member may request to effectuate and carry out the preceding provisions of this Section 4.03(b). At the option of a Lending Member, this Agreement or a carbon, photographic, or other copy hereof may serve as a financing statement.

4.04 **Loans.** If the Company does not have sufficient cash to pay its obligations, any Member(s) that may agree to do so with the consent of the Management Committee may advance all or part of the needed funds to or on behalf of the Company. An advance described in this Section 4.04 constitutes a loan from the Member to the Company, bears interest at a rate determined by the Management Committee from the date of the advance until the date of payment, and is not a Capital Contribution.

4.05 **Return of Contributions.** Except as expressly provided herein, a Member is not entitled to the return of any part of its Capital Contributions or to be paid interest in respect of either its Capital Account or its Capital Contributions. An unrepaid Capital Contribution is not a liability of the Company or of any Member. A Member is not required to contribute or to lend any cash or property to the Company to enable the Company to return any Member's Capital Contributions.

4.06 **Capital Accounts.** A Capital Account shall be established and maintained for each Member. Each Member's Capital Account shall be increased by (a) the amount of money contributed by that Member to the Company, (b) the fair market value of property contributed by that Member to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under Section 752 of the Code), and (c) allocations to that Member of Company income and gain (or items thereof), including income and gain exempt from tax and income and gain described in Treasury Regulation Section 1.704-1(b)(2)(iv)(g), but excluding income and gain described in Treasury Regulation Section 1.704-1(b)(4)(i), and shall be decreased by (d) the amount of money distributed to that Member by the Company, (e) the fair market value of property distributed to that Member by the Company (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under Section 752 of the Code), (f) allocations to that Member of expenditures of the Company described (or treated as described) in Section 705(a)(2)(B) of the Code, and (g) allocations of Company loss and deduction (or items thereof), including loss and deduction described in Treasury Regulation Section 1.704-1(b)(2)(iv)(g), but excluding items described in (f) above and loss or deduction described in Treasury Regulation Section 1.704-1(b)(4)(i) or 1.704-1(b)(4)(iii). The Members' Capital Accounts shall also be maintained and adjusted as permitted by the provisions of Treasury Regulation Section 1.704-1(b)(2)(iv)(f) and as required by the other provisions of Treasury Regulation Sections 1.704-1(b)(2)(iv) and 1.704-1(b)(4), including adjustments to reflect the allocations to the Members of depreciation, depletion, amortization, and gain or loss as computed for book purposes rather than the allocation of the corresponding items as computed for tax purposes, as required by Treasury Regulation Section 1.704-1(b)(2)(iv)(g). Thus, the Members' Capital Accounts shall be increased or decreased to reflect a revaluation of the Company's property on its books based on the fair market value of the Company's property on the date of adjustment immediately prior to (A) the contribution of money or other property to the Company by a new or existing Member as consideration for a Membership Interest or an increased Sharing Ratio, (B) the distribution of money or other property by the Company to a Member as consideration for a Membership Interest, or (C) the liquidation of the Company. A Member that has more than one Membership Interest shall have a single Capital Account that reflects all such Membership Interests, regardless of the class of Membership Interests owned by such Member and regardless of the time or manner in which such Membership Interests were acquired. Upon the Disposition of all or a portion of a Membership Interest, the Capital Account of the Disposing Member that is attributable to such Membership Interest shall carry over to the Assignee in accordance with the provisions of Treasury Regulation Section 1.704-1(b)(2)(iv)(l).

## ARTICLE 5 DISTRIBUTIONS AND ALLOCATIONS

5.01 **Distributions or Billings.** Distributions to the Members shall be made only to all simultaneously in proportion to their respective Sharing Ratios (at the time the amounts of such distributions are determined), and



distributions shall be made only in such aggregate amounts and at such times as shall be determined by the Management Committee and as are permitted by the Loan Documents. When so permitted, the Management Committee shall endeavor to distribute to the Members, on or before the last day of each calendar month, or more often if approved by the Management Committee, the estimated amount of any cash available for such calendar month (net of any adjustments, if any, made to reflect the actual cash available for the preceding calendar month). Any cash in excess of the Working Capital Requirements shall be distributed to the Members.

5.02 **Distributions on Dissolution and Winding Up.** Upon the dissolution and winding up of the Company, after adjusting the Capital Accounts for all distributions made under Section 5.01 and all allocations under Article 5, all available proceeds distributable to the Members as determined under Section 11.02 shall be distributed to all of the Members to the extent of the Members' positive Capital Account balances.

5.03 **Allocations.**

(a) For purposes of maintaining the Capital Accounts pursuant to Section 4.06 and for income tax purposes, except as provided in Section 5.03(b), each item of income, gain, loss, deduction and credit of the Company shall be allocated to the Members in accordance with their Sharing Ratios.

(b) For income tax purposes, income, gain, loss, and deduction with respect to property contributed to the Company by a Member or revalued pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(f) shall be allocated among the Members in a manner that takes into account the variation between the adjusted tax basis of such property and its book value, as required by Section 704(c) of the Code and Treasury Regulation Section 1.704-1(b)(4)(i), using the remedial allocation method permitted by Treasury Regulation Section 1.704-3(d).

5.04 **Varying Interests.** All items of income, gain, loss, deduction or credit shall be allocated, and all distributions shall be made, to the Persons shown on the records of the Company to have been Members as of the last calendar day of the period for which the allocation or distribution is to be made. Notwithstanding the foregoing, if during any taxable year there is a change in any Member's Sharing Ratio, the Members agree that their allocable shares of such items for the taxable year shall be determined on any method determined by the Management Committee to be permissible under Code Section 706 and the related Treasury Regulations to take account of the Members' varying Sharing Ratios.

## ARTICLE 6 MANAGEMENT

6.01 **Management by Members.** Except as described below in Sections 6.03 and 6.05, the management of the Company is fully vested in the Members, acting exclusively in their membership capacities. When the Company has only one Member, that Member shall exercise its management prerogative by written consent when necessary. When the Company has more than one Member, the balance of this Section and Section 6.02 shall apply. To facilitate the orderly and efficient management of the Company, the Members shall act (a) collectively as a "committee of the whole" pursuant to Section 6.02 or (b) through the delegation from time to time of certain responsibility and authority to particular Members pursuant to Section 6.05. No Member has the right, power or authority to act for or on behalf of the Company, to do any act that would be binding on the Company, or to incur any expenditures on behalf of the Company, except in accordance with the immediately preceding sentence. Decisions or actions taken in accordance with the provisions of this Agreement shall constitute decisions or actions by the Company and shall be binding on each Member, Representative, Officer and employee of the Company.

6.02 **Management Committee.** The Members shall act collectively through meetings as a "committee of the whole," which is hereby named the "Management Committee." The Management Committee shall conduct its affairs in accordance with the following provisions and the other provisions of this Agreement:

(a) **Representatives.**

(i) **Designation.** To facilitate the orderly and efficient conduct of Management Committee meetings, each Member shall notify the other Members, from time to time, of the identity of two of its officers, employees or agents who will represent it at such meetings (each a

“*Representative*”). In addition, each Member may (but shall have no obligation to) notify the other Members, from time to time, of the identity of other officers, employees or agents who will represent it at any meeting that the Member’s Representatives are unable to attend (each an “*Alternate Representative*”). (The term “*Representative*” shall also refer to any Alternate Representative that is actually performing the duties of the applicable Representative.). The initial Representatives of each Member are set forth on Exhibit A. A Member may designate different Representatives or Alternate Representatives for any meeting of the Management Committee by notifying each of the other Members at least three Business Days prior to the scheduled date for such meeting; *provided, however*, that if giving such advance notice is not feasible, then such new Representatives or Alternate Representatives shall present written evidence of their authority at the commencement of such meeting.

(ii) **Authority.** Each Representative shall have the full authority to act on behalf of the Member that designated such Representative; the action of a Representative at a meeting (or through a written consent) of the Management Committee shall bind the Member that designated such Representative; and the other Members shall be entitled to rely upon such action without further inquiry or investigation as to the actual authority (or lack thereof) of such Representative. In addition, the act of an Alternate Representative shall be deemed the act of the Representative for which such Alternate Representative is acting, without the need to produce evidence of the absence or unavailability of such Representative.

(iii) **DISCLAIMER OF DUTIES; INDEMNIFICATION.** EACH REPRESENTATIVE SHALL REPRESENT, AND OWE DUTIES TO, ONLY THE MEMBER THAT DESIGNATED SUCH REPRESENTATIVE (THE NATURE AND EXTENT OF SUCH DUTIES BEING AN INTERNAL CORPORATE AFFAIR OF SUCH MEMBER), AND NOT TO THE COMPANY, ANY OTHER MEMBER OR REPRESENTATIVE, OR ANY OFFICER OR EMPLOYEE OF THE COMPANY. THE PROVISIONS OF SECTION 6.05 SHALL ALSO INURE TO THE BENEFIT OF EACH MEMBER’S REPRESENTATIVES. THE COMPANY SHALL INDEMNIFY, PROTECT, DEFEND, RELEASE AND HOLD HARMLESS EACH REPRESENTATIVE FROM AND AGAINST ANY CLAIMS ASSERTED BY OR ON BEHALF OF ANY PERSON (INCLUDING ANOTHER MEMBER), OTHER THAN THE MEMBER THAT DESIGNATED SUCH REPRESENTATIVE, THAT ARISE OUT OF, RELATE TO OR ARE OTHERWISE ATTRIBUTABLE TO, DIRECTLY OR INDIRECTLY, SUCH REPRESENTATIVE’S SERVICE ON THE MANAGEMENT COMMITTEE, OTHER THAN SUCH CLAIMS ARISING OUT OF THE FRAUD OR WILLFUL MISCONDUCT OF SUCH REPRESENTATIVE.

(iv) **Attendance.** Each Member shall use all reasonable efforts to cause its Representatives or Alternate Representatives to attend each meeting of the Management Committee, unless its Representatives are unable to do so because of a “force majeure” event or other event beyond his reasonable control, in which event such Member shall use all reasonable efforts to cause its Representatives or Alternate Representatives to participate in the meeting by telephone pursuant to Section 6.02(h).

(b) **Chairman and Secretary.** One of the Representatives will be designated as Chairman of the Management Committee, in accordance with this Section 6.02(b), to preside over meetings of the Management Committee. The Management Committee shall also designate a Secretary of the Management Committee, who need not be a Representative.

(c) **Procedures.** The Secretary of the Management Committee shall maintain written minutes of each of its meetings, which shall be submitted for approval no later than the next regularly-scheduled meeting. The Management Committee may adopt whatever rules and procedures relating to its activities as it may deem appropriate, provided that such rules and procedures shall not be inconsistent with or violate the provisions of this Agreement.

(d) **Time and Place of Meetings.** The Management Committee shall meet quarterly, subject to more or less frequent meetings upon approval of the Management Committee. Notice of, and an agenda

for, all Management Committee meetings shall be provided by the Chairman to all Manager Members at least ten Days prior to the date of each meeting, together with proposed minutes of the previous Management Committee meeting (if such minutes have not been previously ratified). Special meetings of the Management Committee may be called at such times, and in such manner, as any Member deems necessary. Any Member calling for any such special meeting shall notify the Chairman, who in turn shall notify all Members of the date and agenda for such meeting at least ten Days prior to the date of such meeting. Such ten-day period may be shortened by the Management Committee. All meetings of the Management Committee shall be held at a location designated by the Chairman. Attendance of a Member at a meeting of the Management Committee shall constitute a waiver of notice of such meeting, except where such Member attends the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(e) **Quorum.** The presence of one Representative designated by each Member shall constitute a quorum for the transaction of business at any meeting of the Management Committee.

(f) **Voting.** Except as provided otherwise in this Agreement, (i) voting at any meeting of the Management Committee shall be according to the Members' respective Sharing Ratios, and (ii) the affirmative vote of Members holding a majority of the Sharing Ratios shall constitute the act of the Management Committee.

(g) **Action by Written Consent.** Any action required or permitted to be taken at a meeting of the Management Committee may be taken without a meeting, without prior notice, and without a vote if a consent or consents in writing, setting forth the action so taken, is signed by Members that could have taken the action at a meeting of the Management Committee at which all Members entitled to vote on the action were represented and voted.

(h) **Meetings by Telephone.** Members may participate in and hold such meeting by means of conference telephone, video conference or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a Member participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(i) **Subcommittees.** The Management Committee may create such subcommittees, delegate to such subcommittees such authority and responsibility, and rescind any such delegations, as it may deem appropriate.

(j) **Officers.** The Management Committee may designate one or more Persons to be Officers of the Company. Any Officers so designated shall have such titles and, subject to the other provisions of this Agreement, have such authority and perform such duties as the Management Committee may specifically delegate to them and shall serve at the pleasure of the Management Committee.

6.03 **Delegation to Particular Member.** The Company's sole Member, or the Management Committee may delegate to one or more Members such authority and duties as the Management Committee may deem advisable. Decisions or actions taken by any such Member in accordance with the provisions of this Agreement shall constitute decisions or actions by the Company and shall be binding on each Member, Representative, Officer and employee of the Company. Any delegation pursuant to this Section 6.03 may be revoked at any time by the delegating entity. With respect to duties discharged hereunder by a Member (a) such Member may discharge such duties through the personnel of a Affiliate of such Member, and (b) unless the Members otherwise agree, the Company shall compensate such Member (or its Affiliate, as applicable) for the performance of such duties in an amount equal to the man-hours expended by the personnel of such Member (or its Affiliate) multiplied by the applicable rate(s) shown on Exhibit B (which rates each shall escalate on the first day of each calendar year during the term hereof by an amount which is 5% of the rate applicable during the prior calendar year), and shall reimburse such Member for all out of pocket costs incurred by such Member in discharging such duties. In addition, prior to performing any such duties, the performing Member shall provide to the other Member for approval an estimate of man-hours

and types of personnel required to perform the delegated duties and a schedule for the performance of the delegated duties and for other costs associated therewith, and shall promptly inform the other Member of any variance from the budget or schedule.

**6.04 Affiliate Agreements; Conflicts of Interest.**

(a) Subject to Section 6.04(b) below, the Members agree that the Company shall enter into the following agreements with the Members' Affiliates:

(i) the Corporate Services Agreement.

(b) The terms of such agreements shall be subject to the unanimous approval of the Management Committee.

(c) Subject to any other agreement between the Members (and their respective Affiliates, as applicable), a Member or an Affiliate of a Member may engage in and possess interests in other business ventures of any and every type and description, independently or with others, including ones in competition with the Company, with no obligation to offer to the Company, any other Member or any Affiliate of another Member the right to participate therein. Subject to, and in addition to, Section 6.05(a), the Company may transact business with any Member or Affiliate thereof, provided the terms of those transactions are approved by the Management Committee or expressly contemplated by this Agreement. Without limiting the generality of the foregoing, the Members recognize and agree that they and their respective Affiliates currently engage in certain activities involving the generation, transmission, distribution, marketing and trading of electricity and other energy products (including futures, options, swaps, exchanges of future positions for physical deliveries and commodity trading), and the gathering, processing, storage and transportation of such products, as well as other commercial activities related to such products, and that these and other activities by Members and their Affiliates may be made possible or more profitable by reason of the Company's activities (herein referred to as "*Outside Activities*"). The Members agree that (i) no Member or Affiliate of a Member shall be restricted in its right to conduct, individually or jointly with others, for its own account any Outside Activities, and (ii) no Member or its Affiliates shall have any duty or obligation, express or implied, to account to, or to share the results or profits of such Outside Activities with, the Company, any other Member or any Affiliate of any other Member, by reason of such Outside Activities.

**6.05 Unanimous Consent Required for Certain Action.** Any other provision of this Agreement to the contrary notwithstanding, the unanimous consent of the Members, and at least one Independent Member, shall be required to:

(a) File a bankruptcy or insolvency petition or otherwise institute insolvency proceedings with respect to the Company, or take any action that would result in such an event occurring with respect to any Owner Entity.

(b) Cause the dissolution, liquidation, consolidation, merger or sale of substantially all of the assets of the Company or any Owner Entity.

(c) Cause or permit the Company to engage in any other activity other than those set forth in Section 2.04.

(d) Amend this Agreement in any manner that would have a material adverse impact on any creditor of the Company.

**6.06 Certain Actions Prohibited.** So long as the Company has any indebtedness outstanding, (a) the Company shall not be dissolved, liquidated, consolidated or merged with any other entity, nor shall this Agreement be amended in any manner that would have a material adverse impact on the holders of such indebtedness, and (b) notwithstanding the failure of the Members to continue the existence of the Company as provided in Section 2.06 during such period, no action shall be taken by the Company or any of the Members shall cause any collateral for such indebtedness to be liquidated or that would adversely affect the rights of the holders of such indebtedness or

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their agents to exercise their rights under any security documents relating thereto or to retain such collateral until such indebtedness is paid in full or otherwise completely discharged.

**6.07 Disclaimer of Duties and Liabilities.**

(a) NO MEMBER SHALL OWE ANY DUTY (INCLUDING ANY FIDUCIARY DUTY) TO THE OTHER MEMBERS OR TO THE COMPANY, OTHER THAN THE DUTIES THAT ARE EXPRESSLY SET FORTH IN THIS AGREEMENT.

(b) NO MEMBER SHALL BE LIABLE (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES).

(c) THE OBLIGATIONS OF THE MEMBERS UNDER THIS AGREEMENT ARE OBLIGATIONS OF THE MEMBERS ONLY, AND NO RECOURSE SHALL BE AVAILABLE AGAINST ANY OFFICER, DIRECTOR OR AFFILIATE OF ANY MEMBER, EXCEPT AS PERMITTED UNDER APPLICABLE LAW.

**6.08 Indemnification.** Each Member shall indemnify, protect, defend, release and hold harmless each other Member, and such other Member's Representatives, Affiliates, and their respective directors, officers, employees and agents from and against any Claims asserted by or on behalf of any Person (including another Member) that arise out of, relate to or are otherwise attributable to, directly or indirectly, a breach by the indemnifying Member of this Agreement, or the negligence, gross negligence or willful misconduct of the indemnifying Member in connection with the Project or this Agreement; *provided, however*, that this Section 6.05 shall not apply to any Claim or other matter for which a Member (or its Representative) has no liability or duty, or is indemnified or released, pursuant to Section 6.02(a)(iii), 6.07 or 6.08.

7.01 **Tax Returns.** The Tax Matters Member shall prepare and timely file (on behalf of the Company) all federal, state and local tax returns required to be filed by the Company. Each Member shall furnish to the Tax Matters Member all pertinent information in its possession relating to the Company's operations that is necessary to enable the Company's tax returns to be timely prepared and filed. The Company shall bear the costs of the preparation and filing of its returns.

7.02 **Tax Elections.** The Company shall make the following elections on the appropriate tax returns:

- (a) to adopt as the Company's fiscal year the calendar year;
- (b) to adopt the accrual method of accounting;
- (c) if a distribution of the Company's property as described in Code Section 734 occurs or upon a transfer of Membership Interest as described in Code Section 743 occurs, on request by notice from any Member, to elect, pursuant to Code Section 754, to adjust the basis of the Company's properties;
- (d) to elect to amortize the organizational expenses of the Company ratably over a period of 60 months as permitted by Section 709(b) of the Code; and
- (e) any other election the Management Committee may deem appropriate.

Neither the Company nor any Member shall make an election for the Company to be excluded from the application of the provisions of subchapter K of chapter 1 of subtitle A of the Code or any similar provisions of applicable state law and no provision of this Agreement (including Section 2.07) shall be construed to sanction or approve such an election.

7.03 **Tax Matters Member.** (a) Northeast shall be the "tax matters partner" of the Company pursuant to Section 6231(a)(7) of the Code (the "*Tax Matters Member*"). At the request of each other Member, the Tax Matters

Member shall take such action as may be necessary to cause, to the extent possible, such other Member to become a “notice partner” within the meaning of Section 6223 of the Code. The Tax Matters Member shall inform each other Member of all significant matters that may come to its attention in its capacity as Tax Matters Member by giving notice thereof on or before the fifth Business Day after becoming aware thereof and, within that time, shall forward to each other Member copies of all significant written communications it may receive in that capacity.

(b) The Tax Matters Member shall take no action without the authorization of the Management Committee, other than such action as may be required by Law. Any cost or expense incurred by the Tax Matters Member in connection with its duties, including the preparation for or pursuance of administrative or judicial proceedings, shall be paid by the Company.

(c) The Tax Matters Member shall not enter into any extension of the period of limitations for making assessments on behalf of the Members without first obtaining the consent of the Management Committee. The Tax Matters Member shall not bind any Member to a settlement agreement without obtaining the consent of such Member. Any Member that enters into a settlement agreement with respect to any Company item (as described in Code Section 6231(a)(3)) shall notify the other Members of such settlement agreement and its terms within 90 Days from the date of the settlement.

(d) No Member shall file a request pursuant to Code Section 6227 for an administrative adjustment of Company items for any taxable year without first notifying the other Members. If the Management Committee consents to the requested adjustment, the Tax Matters Member shall file the request for the administrative adjustment on behalf of the Members. If such consent is not obtained within 30 Days from such notice, or within the period required to timely file the request for administrative adjustment, if shorter, any Member, including the Tax Matters Member, may file a request for administrative adjustment on its own behalf. Any Member intending to file a petition under Code Sections 6226, 6228 or other Code Section with respect to any item involving the Company shall notify the other Members of such intention and the nature of the contemplated proceeding. In the case where the Tax Matters Member is the Member intending to file such petition on behalf of the Company, such notice shall be given within a reasonable period of time to allow the other Members to participate in the choosing of the forum in which such petition will be filed.

(e) If any Member intends to file a notice of inconsistent treatment under Code Section 6222(b), such Member shall give reasonable notice under the circumstances to the other Members of such intent and the manner in which the Member’s intended treatment of an item is (or may be) inconsistent with the treatment of that item by the other Members.

## **ARTICLE 8 BOOKS, RECORDS, REPORTS, AND BANK ACCOUNTS**

### **8.01 Maintenance of Books.**

(a) The Management Committee shall keep or cause to be kept at the principal office of the Company or at such other location approved by the Management Committee complete and accurate books and records of the Company, supporting documentation of the transactions with respect to the conduct of the Company’s business and minutes of the proceedings of its Members and the Management Committee, and any other books and records that are required to be maintained by applicable Law.

(b) The books of account of the Company shall be (i) maintained on the basis of a fiscal year that is the calendar year, (ii) maintained on an accrual basis in accordance with generally accepted accounting principles, consistently applied, and (iii) audited by the Certified Public Accountants at the end of each calendar year.

### **8.02 Reports.**

(a) With respect to each calendar year, the Management Committee shall prepare and deliver to each Member:

(i) Within 120 Days after the end of such calendar year, a profit and loss statement and a statement of cash flows for such year, a balance sheet and a statement of each Member's Capital Account as of the end of such year, together with a report thereon of the Certified Public Accountants; and

(ii) Such federal, state and local income tax returns and such other accounting, tax information and schedules as shall be necessary for the preparation by each Member on or before July 15 following the end of each calendar year of its income tax return with respect to such year.

(b) Within 15 Business Days after the end of each calendar month, the Management Committee shall cause to be prepared and delivered to each Member, with an appropriate certificate of the Person authorized to prepare the same (provided that the Management Committee may change the financial statements required by this Section 8.02(b) to a quarterly basis or may make such other change therein as it may deem appropriate):

(i) A profit and loss statement and a statement of cash flows for such month (including sufficient information to permit the Members to calculate their tax accruals), for the portion of the calendar year then ended;

(ii) A balance sheet and a statement of each Member's Capital Account as of the end of such month and the portion of the calendar year then ended; and

(iii) A statement comparing the actual financial status and results of the Company as of the end of or for such month and the portion of the calendar year then ended with the budgeted or forecasted status and results as of the end of or for such respective periods.

(c) The Management Committee shall also cause to be prepared and delivered to each Member such other reports, forecasts, studies, budgets and other information as the Management Committee may request from time to time.

8.03 **Bank Accounts.** Funds of the Company shall be deposited in such banks or other depositories as shall be designated from time to time by the Management Committee. All withdrawals from any such depository shall be made only as authorized by the Management Committee and shall be made only by check, wire transfer, debit memorandum or other written instruction.

## ARTICLE 9 BUYOUT OPTION

9.01 **Buyout Events.** This Article 9 shall apply to any of the following events (each a "*Buyout Event*"):

(a) a Member shall dissolve or become Bankrupt; or

(b) a Member shall commit a Default.

In each case, the Member with respect to whom a Buyout Event has occurred is referred to herein as the "*Affected Member*."

9.02 **Procedure.** If a Buyout Event occurs and is not cured within 30 Business Days of the Affected Member's receipt of notice thereof from another Member (or such shorter period (not less than 10 Business Days) as may be reasonable under the circumstances and set forth in such notice), then each of the other Members shall have the option to acquire the Membership Interest of the Affected Member (or to cause it to be acquired by a third party designated by the other Members), in accordance with procedures that are substantively equivalent to those set forth in Section 3.03(b)(iii) (and with the Members exercising such preferential right also being referred to herein as "*Purchasing Members*").

9.03 **Purchase Price.** The purchase price for a Membership Interest being purchased pursuant to this Article 9 (the "*Purchase Price*") shall be determined in the following manner. The Affected Member and the

Purchasing Members shall attempt to agree upon the fair market value of the applicable Membership Interest and the terms and method of payment of such amount. If those Members do not reach such agreement on or before the 30th Day following the exercise of the option, any such Member, by notice to the others, may require the determination of fair market value and the terms and method of payment to be made by the Arbitrator pursuant to Article 10.

9.04 **Closing.** If an option to purchase is exercised in accordance with the other provisions of this Article 9, the closing of such purchase shall occur on the 30th Day after the determination of the Fair Market Value pursuant to Section 9.03 (or, if later, the fifth Business Day after the receipt of all applicable regulatory and governmental approvals to the purchase), and shall be conducted in a manner substantively equivalent to that set forth in Section 3.03.

9.05 **Terminated Member.** Upon the occurrence of a closing under Section 9.04, the following provisions shall apply to the Affected Member (now a "Terminated Member"):

- (a) The Terminated Member shall cease to be a Member immediately upon the occurrence of the closing.
- (b) As the Terminated Member is no longer a Member, it will no longer be entitled to receive any distributions (including liquidating distributions) or allocations from the Company, and neither it nor its Representative shall be entitled to exercise any voting or consent rights or to receive any further information (or access to information) from the Company.
- (c) The Terminated Member must pay to the Company all amounts owed to it by such Member.
- (d) The Terminated Member shall remain obligated for all liabilities it may have under this Agreement or otherwise with respect to the Company that accrue prior to the closing.
- (f) The Sharing Ratio of the Terminated Member shall be allocated among the purchasing Members in the proportion of the total Purchase Price paid by each.

## ARTICLE 10 DISPUTE RESOLUTION

10.01 **Disputes.** This Article 10 shall apply to any dispute arising under or related to this Agreement (whether arising in contract, tort or otherwise, and whether arising at law or in equity), including (a) any dispute regarding the construction, interpretation, performance, validity or enforceability of any provision of this Agreement or whether any Person is in compliance with, or breach of, any provisions of this Agreement, and (b) the applicability of this Article 10 to a particular dispute. Notwithstanding the foregoing, this Article 10 shall not apply to any matters that, pursuant to the provisions of this Agreement, are to be resolved by a vote of the Members (including through the Management Committee); *provided, however*, that if a vote, approval, consent, determination or other decision must, under the terms of this Agreement, be made (or withheld) in accordance with a standard other than Sole Discretion (such as a reasonableness standard), then the issue of whether such standard has been satisfied may be a dispute to which this Article 10 applies. Any dispute to which this Article 10 applies is referred to herein as a "Dispute." With respect to a particular Dispute, each Member that is a party to such Dispute is referred to herein as a "Disputing Member." The provisions of this Article 10 shall be the exclusive method of resolving Disputes.

10.02 **Negotiation to Resolve Disputes.** If a Dispute arises, either Disputing Member may initiate the dispute-resolution procedures of this Article 10 by delivering a notice (a "Dispute Notice") to the other Disputing Members. Within 10 Days of delivery of a Dispute Notice, each Disputing Member shall designate a representative, and such representatives shall promptly meet (whether by phone or in person) in a good faith attempt to resolve the Dispute. If such representatives can resolve the Dispute, such resolution shall be reported in writing and shall be binding upon the Disputing Members. If such representatives are unable to resolve the Dispute within 30 Days following the delivery of the Dispute Notice (or such other period as such representatives may agree), or if a



Disputing Member fails to appoint a representative within 10 Days of delivery following the delivery of the Dispute Notice, then any Disputing Member may take such Dispute to litigation.

**ARTICLE 11**  
**DISSOLUTION, WINDING-UP AND TERMINATION**

11.01 **Dissolution.** The Company shall dissolve and its affairs shall be wound up on the first to occur of the following events (each a “*Dissolution Event*”):

- (a) the unanimous consent of the Members; or
- (b) entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act.

11.02 **Winding-Up and Termination.**

(a) On the occurrence of a Dissolution Event, the Management Committee shall select one Member to act as liquidator. The liquidator shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of winding up shall be borne as a Company expense. Until final distribution, the liquidator shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidator are as follows:

(i) as promptly as possible after dissolution and again after final winding up, the liquidator shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company’s assets, liabilities, and operations through the last calendar day of the month in which the dissolution occurs or the final winding up is completed, as applicable;

(ii) the liquidator shall discharge from Company funds all of the Indebtedness and other debts, liabilities and obligations of the Company (including all expenses incurred in winding up and any loans described in Section 4.03) or otherwise make adequate provision for payment and discharge thereof (including the establishment of a cash escrow fund for contingent liabilities in such amount and for such term as the liquidator may reasonably determine); and

(iii) all remaining assets of the Company shall be distributed to the Members as follows:

(A) the liquidator may sell any or all Company property, including to Members, and any resulting gain or loss from each sale shall be computed and allocated to the Capital Accounts of the Members in accordance with the provisions of Article 5;

(B) with respect to all Company property that has not been sold, the fair market value of that property shall be determined and the Capital Accounts of the Members shall be adjusted to reflect the manner in which the unrealized income, gain, loss, and deduction inherent in property that has not been reflected in the Capital Accounts previously would be allocated among the Members if there were a taxable disposition of that property for the fair market value of that property on the date of distribution; and

(C) Company property (including cash) shall be distributed among the Members in accordance with Section 5.02; and those distributions shall be made by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 Days after the date of the liquidation).

(b) The distribution of cash or property to a Member in accordance with the provisions of this Section 11.02 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its Membership Interest and all the Company’s property and constitutes a

compromise to which all Members have consented pursuant to Section 18-502(b) of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

11.03 **Deficit Capital Accounts.** No Member will be required to pay to the Company, to any other Member or to any third party any deficit balance that may exist from time to time in the Member's Capital Account.

11.04 **Certificate of Cancellation.** On completion of the distribution of Company assets as provided herein, the Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.05, and take such other actions as may be necessary to terminate the existence of the Company. Upon the filing of such certificate of cancellation, the existence of the Company shall terminate (and the Term shall end), except as may be otherwise provided by the Act or other applicable Law.

## ARTICLE 12 GENERAL PROVISIONS

12.01 **Offset.** Whenever the Company is to pay any sum to any Member, any amounts that Member owes the Company may be deducted from that sum before payment.

12.02 **Notices.** Except as expressly set forth to the contrary in this Agreement, all notices, requests or consents provided for or permitted to be given under this Agreement must be in writing and must be delivered to the recipient in person, by courier or mail or by facsimile or other electronic transmission. A notice, request or consent given under this Agreement is effective on receipt by the Member to receive it; *provided, however*, that a facsimile or other electronic transmission that is transmitted after the normal business hours of the recipient shall be deemed effective on the next Business Day. All notices, requests and consents to be sent to a Member must be sent to or made at the addresses given for that Member on Exhibit A or in the instrument described in Section 3.03(b)(iv)(A)(II) or 3.04, or such other address as that Member may specify by notice to the other Members. Any notice, request or consent to the Company must be given to all of the Members. Whenever any notice is required to be given by Law, the Delaware Certificate or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

12.03 **Entire Agreement; Superseding Effect.** This Agreement constitutes the entire agreement of the Members and their Affiliates relating to the Company and the transactions contemplated hereby and supersedes all provisions and concepts contained in all prior contracts or agreements between the Members or any of their Affiliates with respect to the Company and the transactions contemplated hereby, whether oral or written, except for the Preliminary Agreement as specifically provided herein, and for liabilities accrued under the Preliminary Agreement.

12.04 **Press Releases.** Each Member agrees that it shall not (and shall cause its Affiliates not to), without the other Members' consent, issue a press release or have any contact with or respond to the news media with any sensitive or Confidential Information, except as required by securities or similar laws applicable to a Member and its Affiliates. Any press release by a Member or its Affiliates with respect to any sensitive or Confidential Information shall be subject to review and approval by the other Party, which approval shall not be unreasonably withheld.

12.05 **Effect of Waiver or Consent.** Except as otherwise provided in this Agreement, a waiver or consent, express or implied, to or of any breach or default by any Member in the performance by that Member of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Member of the same or any other obligations of that Member with respect to the Company. Except as otherwise provided in this Agreement, failure on the part of a Member to complain of any act of any Member or to declare any Member in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Member of its rights with respect to that default until the applicable statute-of-limitations period has run.

12.06 **Amendment or Restatement.** This Agreement or the Delaware Certificate may be amended or restated only by a written instrument executed (or, in the case of the Delaware Certificate, approved) by all of the Members.

12.07 **Binding Effect.** Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and shall inure to the benefit of the Members and their respective successors and permitted assigns.

12.08 **Governing Law; Severability.** This Agreement is governed by and shall be construed in accordance with the Law of the state of Delaware, excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this agreement to the Law of another jurisdiction. In the event of a direct conflict between the provisions of this Agreement and any mandatory, non-waivable provision of the Act, such provision of the Act shall control. If any provision of the Act provides that it may be varied or superseded in a limited liability company agreement (or otherwise by agreement of the members or managers).

NRG Energy, Inc.

By: /s/ Craig A. Mataczynski

Name: Craig A. Mataczynski

Title: Senior Vice President

**EXHIBIT A**

<u>Member</u>	<u>Capital Contribution</u>	<u>Membership Units</u>	<u>Percentage Ownership</u>
NRG Energy, Inc.	\$ 1,000.00	1,000	100%

Designated Representatives to Management Committee:

Craig Mataczynski  
Bryan Riley

STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 02:00 PM 08/30/1999  
991362448 - 3089905

**CERTIFICATE OF INCORPORATION  
OF  
NRG DEVELOPMENT COMPANY INC.**

FIRST. The name of the corporation is NRG Development Company Inc.

SECOND. The address of the corporation's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801 (New Castle County). The name of its registered agent at such address is The Corporation Trust Company.

THIRD. The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH. The total number of shares which the corporation shall have authority to issue is 1,000 shares of capital stock, and the par value of each such share is \$1.00 per share.

FIFTH. The name and mailing address of the incorporator is Timothy O'Brien, 1221 Nicollet Mall, Suite 700, Minneapolis, Minnesota 55403.

SIXTH. The corporation is to have perpetual existence.

SEVENTH. The Board of Directors of the corporation is expressly authorized to make, alter or repeal by-laws of the corporation, but the stockholders may make additional by-laws and may alter or repeal any by-law, whether adopted by them or otherwise.

EIGHTH. Elections of directors need not be by written ballot except and to the extent provided in the by-laws of the corporation.

NINTH. The corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

TENTH. No director shall be personally liable to the corporation or any of its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (a) for any breach of the director's duty of loyalty to the corporation or its

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stockholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) pursuant to Section 174 of the General Corporation Law of Delaware or (d) for any transaction from which the director derived any improper personal benefit. Any repeal or modification of this Article Ninth by the stockholders of the corporation shall not adversely affect any right or protection of a director of the corporation existing at the time of such repeal or modification with respect to acts or omissions occurring prior to such repeal or modification.

The undersigned incorporator hereby acknowledges that the foregoing certificate of incorporation is his act and deed and that the facts stated therein are true.

/s/ Timothy O'Brien

Timothy O'Brien

Incorporator

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**BYLAWS  
OF  
NRG DEVELOPMENT COMPANY INC.**

ARTICLE I

Stockholders

Section 1.1. Annual Meetings. An annual meeting of stockholders shall be held for the election of directors at such date, time and place, either within or without the State of Delaware, as may be designated by resolution of the Board of Directors from time to time. Any other proper business may be transacted at the annual meeting.

Section 1.2. Special Meetings. Special meetings of stockholders for any purpose or purposes may be called at any time by the Board of Directors, or by a committee of the Board of Directors which has been duly designated by the Board of Directors and whose powers and authority, as expressly provided in a resolution of the Board of Directors, include the power to call such meetings, but such special meetings may not be called by any other person or persons.

Section 1.3. Notice of Meetings. Whenever stockholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which shall state the place, date and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided by law, the certificate of incorporation or these bylaws, the written notice of any meeting shall be given not less than ten nor more than sixty days before the date of the meeting to each stockholder entitled to vote at such meeting. If mailed, such notice shall be deemed to be given when deposited in the mail, postage prepaid, directed to the stockholder at his, her or its address as it appears on the records of the corporation.

Section 1.4. Adjournments. Any meeting of stockholders, annual or special, may adjourn from time to time to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 1.5. Quorum. Except as otherwise provided by law, the certificate of incorporation or these bylaws, at each meeting of stockholders the presence in person or

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by proxy of the holders of shares of stock having a majority of the votes which could be cast by the holders of all outstanding shares of stock entitled to vote at the meeting shall be necessary and sufficient to constitute a quorum. In the absence of a quorum, the stockholders so present may, by majority vote, adjourn the meeting from time to time in the manner provided in Section 1.4 of these bylaws until a quorum shall attend. Shares of its own stock belonging to the corporation or to another corporation, if a majority of the shares entitled to vote in the election of directors of such other corporation is held, directly or indirectly, by the corporation, shall neither be entitled to vote nor be counted for quorum purposes; provided, however, that the foregoing shall not limit the right of the corporation to vote stock, including but not limited to its own stock, held by it in a fiduciary capacity.

Section 1.6. Organization. Meetings of stockholders shall be presided over by the Chairman of the Board, if any, or in his or her absence by the Vice Chairman of the Board, if any, or in his or her absence by the President, or in his or her absence by a Vice President, or in the absence of the foregoing persons by a chairman designated by the Board of Directors, or in the absence of such designation by a chairman chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his or her absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 1.7. Voting: Proxies. Except as otherwise provided by the certificate of incorporation, each stockholder entitled to vote at any meeting of stockholders shall be entitled to one vote for each share of stock held by him, her or it which has voting power upon the matter in question. Each stockholder entitled to vote at a meeting of stockholders may authorize another person or persons to act for him, her or it by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by filing an instrument in writing revoking the proxy or another duly executed proxy bearing a later date with the Secretary of the corporation. Voting at meetings of stockholders need not be by written ballot and need not be conducted by inspectors of election unless so determined by the holders of shares of stock having a majority of the votes which could be cast by the holders of all outstanding shares of stock entitled to vote thereon which are present in person or by proxy at such meeting. At all meetings of stockholders for the election of directors, a plurality of the votes cast shall be sufficient to elect. All other elections and questions shall, unless otherwise provided by law, the certificate of incorporation or these bylaws, be decided by the vote of the holders of shares of stock having a majority of the votes which could be cast by the holders of all shares of stock



entitled to vote thereon which are present in person or represented by proxy at the meeting.

Section 1.8. Fixing Date for Determination of Stockholders of Record. In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors and which record date: (1) in the case of determination of stockholders entitled to vote at any meeting of stockholders or adjournment thereof, shall, unless otherwise required by law, not be more than sixty nor less than ten days before the date of such meeting; (2) in the case of determination of stockholders entitled to express consent to corporate action in writing without a meeting, shall not be more than ten days from the date upon which the resolution fixing the record date is adopted by the Board of Directors and (3) in the case of any other action, shall not be more than sixty days prior to such other action. If no record date is fixed: (1) the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; (2) the record date for determining stockholders entitled to express consent to corporate action in writing without a meeting when no prior action of the Board of Directors is required by law, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the corporation in accordance with applicable law, or, if prior action by the Board of Directors is required by law, shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action and (3) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however that the Board of Directors may fix a new record date for the adjourned meeting.

Section 1.9. List of Stockholders Entitled to Vote. The Secretary shall prepare and make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least

ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof and may be inspected by any stockholder who is present. Upon the willful neglect or refusal of the directors to produce such a list at any meeting for the election of directors, they shall be ineligible for election to any office at such meeting. The stock ledger shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list of stockholders or the books of the corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 1.10. Action by Consent of Stockholders. Unless otherwise restricted by the certificate of incorporation, any action required or permitted to be taken at any annual or special meeting of the stockholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

## ARTICLE II

### Board of Directors

Section 2.1. Number; Qualifications. The Board of Directors shall consist of one or more members, the number thereof to be determined from time to time by resolution of the Board of Directors. Directors need not be stockholders.

Section 2.2. Election; Resignation; Removal; Vacancies. The Board of Directors shall initially consist of the persons named as directors in the certificate of incorporation, or a subsequent action of the incorporator, and each director so elected shall hold office until the first annual meeting of stockholders or until his or her successor is elected and qualified. At the first annual meeting of stockholders and at each annual meeting thereafter, the stockholders shall elect directors, each of whom shall hold office for a term of one year or until his or her successor is elected and qualified. Any director may resign at any time upon written notice to the corporation. Any newly created directorship or any vacancy occurring in the Board of Directors for any cause may be filled by a majority of the remaining members of the Board of Directors, although such majority is less than a quorum, or by a plurality of the votes cast at a meeting of stockholders, and each director so elected shall hold office until the expiration of the

term of office of the director whom he or she has replaced or until his or her successor is elected and qualified.

Section 2.3. Regular Meetings. Regular meetings of the Board of Directors may be held at such places within or without the State of Delaware and at such times as the Board of Directors may from time to time determine, and if so determined, notices thereof need not be given.

Section 2.4. Special Meetings. Special meetings of the Board of Directors may be held at any time or place within or without the State of Delaware whenever called by the President, any Vice President, the Secretary, or by any member of the Board of Directors. Notice of a special meeting of the Board of Directors shall be given by the person or persons calling the meeting at least twenty-four hours before the special meeting.

Section 2.5. Telephonic Meetings Permitted. Members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting thereof by means of conference telephone or similar communications equipment in which all persons participating in the meeting can hear each other, and participation in the meeting pursuant to this bylaw shall constitute presence in person at such meeting.

Section 2.6. Quorum: Vote Required for Action. At all meetings of the Board of Directors a majority of the whole Board of Directors shall constitute a quorum for the transaction of business. Except in cases in which the certificate of incorporation or these bylaws otherwise provide, the vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 2.7. Organization. Meetings of the Board of Directors shall be presided over by the Chairman of the Board, if any, or in his or her absence by the Vice Chairman of the Board, if any, or in his or her absence by the President, or in their absence by a chairman chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his or her absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 2.8. Informal Action by Directors. Unless otherwise restricted by the certificate of incorporation or these bylaws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board of Directors or such committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or such committee.

### ARTICLE III

#### Committees

Section 3.1. Committees. The Board of Directors may, by resolution passed by a majority of the whole Board of Directors, designate one or more committees, each committee to consist of one or more of the directors of the corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of the committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he, she or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of any such absent or disqualified member. Any such committee, to the extent permitted by law and to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation (if any) to be affixed to all papers which may require it.

Section 3.2. Committee Rules. Unless the Board of Directors otherwise provides, each committee designated by the Board of Directors may make, alter and repeal rules for the conduct of its business. In the absence of such rules each committee shall conduct its business in the same manner as the Board of Directors conducts its business pursuant to Article III of these bylaws.

### ARTICLE IV

#### Officers

Section 4.1. Executive Officers; Election; Qualifications; Term of Office; Resignation; Removal; Vacancies. The Board of Directors shall elect a President and Secretary, and it may, if it so determines, choose a Chairman of the Board and a Vice Chairman of the Board from among its members. The Board of Directors may also choose one or more Vice Presidents, one or more Assistant Secretaries, a Treasurer and one or more Assistant Treasurers. Each such officer shall hold office until the first meeting of the Board of Directors after the annual meeting of stockholders next succeeding his or her election, and until his or her successor is elected and qualified or until his or her earlier resignation or removal. Any officer may resign at any time upon written notice to the corporation. The Board of Directors may remove any officer with or without cause at any time, but such removal shall be without prejudice to the

contractual rights of such officer, if any, with the corporation. Any number of offices may be held by the same person. Any vacancy occurring in any office of the corporation by death, resignation, removal or otherwise may be filled for the unexpired portion of the term by the Board of Directors at any regular or special meeting.

Section 4.2. Powers and Duties of Executive Officers. The officers of the corporation shall have such powers and duties in the management of the corporation as may be prescribed by the Board of Directors and, to the extent not so provided, as generally pertain to their respective offices, subject to the control of the Board of Directors. The Board of Directors may require any officer, agent or employee to give security for the faithful performance of his or her duties.

## ARTICLE V

### Stock

Section 5.1. Certificates. Every holder of stock shall be entitled to have a certificate signed by or in the name of the corporation by the Chairman or a Vice Chairman of the Board of Directors, if any, or the President or a Vice President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary, of the corporation, certifying the number of shares owned by him, her or it in the corporation. Any of or all the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if he or she were such officer, transfer agent or registrar at the date of issue.

Section 5.2. Lost, Stolen or Destroyed Stock Certificates; Issuance of New Certificates. The corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the corporation may require the owner of the lost, stolen or destroyed certificate, or his, her or its legal representative, to give the corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

## ARTICLE VI

### Indemnification

Section 6.1. Right to Indemnification. The corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "proceeding") by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, enterprise or non-profit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses reasonably incurred by such person. The corporation shall be required to indemnify a person in connection with a proceeding initiated by such person only if the proceeding was authorized by the Board of Directors of the corporation.

Section 6.2. Repayment of Expenses. The corporation shall pay the expenses incurred in defending any proceeding in advance of its final disposition; provided, however, that the payment of expenses incurred by a director or officer in advance of the final disposition of the proceeding shall be made only upon receipt of an undertaking by the director or officer to repay all amounts advanced if it should be ultimately determined that the director or officer is not entitled to be indemnified under this Article or otherwise.

Section 6.3. Claims. If a claim for indemnification or payment of expenses under this Article is not paid in full within sixty days after a written claim therefore has been received by the corporation the claimant may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the corporation shall have the burden of proving that the claimant was not entitled to the requested indemnification or payment of expenses under applicable law.

Section 6.4. Non-Exclusivity of Rights. The rights conferred on any person by this Article VI shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, provision of the certificate or incorporation, these bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

Section 6.5. Other Indemnification. The corporation's obligation, if any, to indemnify any person who was or is serving at its request as a director, officer,

employee or agent of another corporation, partnership, joint venture, trust, enterprise or non-profit entity shall be reduced by any amount such person may collect as indemnification from such other corporation, partnership, joint venture, trust, enterprise or non-profit entity.

Section 6.6. Amendment or Repeal. Any repeal or modification of the foregoing provisions of this Article VI shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification.

## ARTICLE VII

### Miscellaneous

Section 7.1. Fiscal Year. The fiscal year of the corporation shall be determined by resolution of the Board of Directors.

Section 7.2. Seal. The Board of Directors shall determine whether or not the corporation shall have a corporate seal. The corporate seal (if any) shall have the name of the corporation inscribed thereon and shall be in such form as may be approved from time to time by the Board of Directors.

Section 7.3. Waiver of Notice of Meetings of Stockholders, Directors and Committees. Any written waiver of notice, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of any regular or special meeting of the stockholders, directors, or members of a committee of directors need be specified in any written waiver of notice.

Section 7.4. Interested Directors: Quorum. No contract or transaction between the corporation and one or more of its directors or officers, or between the corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his, her or their votes are counted for such purpose, if: (1) the material facts as to his, her or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of

Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (2) the material facts as to his, her or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders or (3) the contract or transaction is fair as to the corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof, or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction. Nothing in this Section 7.4 shall be construed to imply that any contract or transaction between the corporation and Northern States Power Company ("NSP"), or between the corporation and any other corporation that is a direct or indirect wholly-owned subsidiary of NSP, shall be void or voidable, whether or not such contract or transaction complies with the requirements of clauses (1), (2) or (3) of the immediately preceding sentence.

Section 7.5. Form of Records. Any records maintained by the corporation in the regular course of its business, including its stock ledger, books of account and minute books, may be kept on, or be in the form of, punch cards, magnetic tape, photographs, microphotographs or any other information storage device, provided that the records so kept can be converted into clearly legible form within a reasonable time. The corporation shall so convert any records so kept upon the request of any person entitled to inspect the same.

Section 7.6. Amendment of Bylaws. These bylaws may be altered or repealed, and new bylaws made, by the Board of Directors, but the stockholders may make additional bylaws and may alter and repeal any bylaws whether adopted by them or otherwise.



State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 05:10 PM 03/02/2011  
FILED 04:39 PM 03/02/2011  
SRV 110253471 - 4947873 FILE

**CERTIFICATE OF FORMATION  
OF  
NRG ENERGY LABOR SERVICES LLC**

1. **Name:** The name of the limited liability company is NRG Energy Labor Services LLC.
2. **Registered Office:** The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.
3. **Organizer:** The name and address of the sole organizer of the limited liability company is Lynne Przychodzki, NRG Energy, Inc., 211 Carnegie Center, Princeton, NJ 08540.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of NRG Energy Labor Services LLC this 2nd day of March, 2011.

/s/ Lynne Przychodzki  
\_\_\_\_\_  
Lynne Przychodzki  
Authorized Person

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**LIMITED LIABILITY COMPANY AGREEMENT  
OF  
NRG ENERGY LABOR SERVICES LLC  
a Delaware Limited Liability Company**

THIS LIMITED LIABILITY COMPANY AGREEMENT (this “**Agreement**”) of NRG Energy Labor Services LLC (the “**Company**”), dated as of March 2, 2011 is adopted by, and executed and agreed to, for good and valuable consideration, by the Sole Member of the Company, NRG Energy Services Group LLC, a Delaware limited liability company.

**ARTICLE I  
DEFINITIONS**

1.1 *Definitions.* As used in this Agreement, the following terms have the following meanings:

“Act” means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

“Agreement” has the meaning given that term in the introductory paragraph.

“Capital Contribution” means the aggregate contribution by a Member to the capital of the Company.

“Certificate” has the meaning given that term in Section 2.1.

“Company” means NRG Energy Labor Services LLC, a Delaware limited liability company.

“Dispose,” “Disposed,” “Disposing” or “Disposition” means a sale, assignment, transfer, exchange, mortgage, pledge or other disposition (including, without limitation, by operation of law); provided, however, that this definition does not include the granting and/ or perfection of a security interest lien or encumbrance.

“Incapacity” or “Incapacitated” means (a) with respect to a natural person, the bankruptcy, death, incompetency or insanity of such person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

“Majority Members” means Members holding a majority of the Units owned by all Members or if there is only one Member, such Member.

“Member” means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

“Person” means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

“Proceeding” has the meaning given such term in Section 5.1.

“Units” means the units of each Member representing such Member’s interest in the income, gains, losses, deductions and expenses of the Company as set forth on Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2 *Construction.* Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

## **ARTICLE II ORGANIZATION**

2.1 *Formation.* The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the “**Certificate**”) under and pursuant to the Act.

2.2 *Name.* The name of the Company is “NRG Energy Labor Services LLC” and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3 *Registered Office; Registered Agent; Principal Office; Other Offices.* The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4 *Purposes.* The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5 *Foreign Qualification.* Prior to the Company’s conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6 *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7 *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8 *Unit Certificates.* The number of authorized Units shall initially be one thousand (1,000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine.

2.9 *All Interests shall be Securities.* All interests in the Company shall be securities governed by Article 8 of the Uniform Commercial Code and shall be evidenced by certificates. The certificated interests shall be in registered form within the meaning of Article 8 of the Uniform Commercial Code.

### **ARTICLE III MEMBERS, UNITS AND DISTRIBUTIONS**

3.1 *Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2 *Liability of Members.* Except as otherwise required by applicable law and as explicitly set forth in this Agreement, no Member shall have any personal liability whatsoever in its capacity as a Member, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company, and therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein. To the extent that, at law or in equity, a Member or other Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or another Person, such Member or other Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement.

3.3 *Member Units.* Each Member's interest in the Company, including such Member's interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4 *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5 *Distributions.* Subject to the provision of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

#### **ARTICLE IV MANAGEMENT**

4.1 *Management by the Members.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Majority Members, and the Majority Members shall make all decisions and take all actions for the Company.

4.2 *Actions by Members; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Majority Members shall act through (i) meetings and written consents pursuant to

Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles (including, without limitation, chairman, chief executive officer, president, vice president, secretary, assistant secretary, treasurer and assistant treasurer) to any such Persons and delegate to such other individuals certain authority and duties. Any number of titles may be held by the same individual. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3 *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Majority Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4 *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5 *Conflicts of Interest.* Each Member and officer of the Company at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation to offer to the Company or any other Member or officer the right to participate therein. The Company may transact business with any Member, officer or affiliate

thereof *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6 *Officers.*

(a) The Majority Members may, from time to time, designate one or more persons to be officers of the Company. No officer need be a resident of the State of Delaware, or a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

**ARTICLE V  
INDEMNIFICATION**

5.1 *Exculpation.* Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, none of the Members, managers, or any other officers, directors, stockholders, partners, employees, affiliates, representatives, or agents of any of the foregoing, nor any officer, employee, representative or agent of the Company (individually, a "Covered Person" and collectively, the "Covered Persons") shall be liable to the Company or any other person bound by this Agreement for any act or omission (in relation to the Company, its property or the conduct of its business or affairs, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted by a Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

5.2 *Indemnification.* To the fullest extent permitted by law, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or

investigative (“Claims”), in which the Covered Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Section 5.2 with respect to (i) any Claim with respect to which such Covered Person has engaged in fraud, willful misconduct, bad faith or gross negligence or (ii) any Claim initiated by such Covered Person unless such Claim (or part thereof) (A) was brought to enforce such Covered Person’s rights to indemnification hereunder or (B) was authorized or consented to by the Board. Expenses incurred by a Covered Person in defending any Claim shall be paid by the Company in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Section 5.2.

5.3 *Amendments.* Any repeal or modification of this Article V by the Members shall not adversely affect any rights of such Covered Person pursuant to this Article V, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

#### **ARTICLE VI TAXES AND BOOKS**

6.1 *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2 *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

#### **ARTICLE VII TRANSFERS**

7.1 *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member’s Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2 *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.



7.3 *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4 *Effect of Assignment.*

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5 *Effect of Incapacity.* Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

**ARTICLE VIII  
DISSOLUTION, LIQUIDATION AND TERMINATION**

8.1 *Dissolution.* The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

- (a) the written consent of the Majority Members; and
- (b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or
- (c) on the date set forth in the Certificate.

8.2 *Liquidation and Termination.* On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final

distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

(a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and

(b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3 *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

## ARTICLE IX GENERAL PROVISIONS

9.1 *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested or by delivering that writing to the recipient in person, by courier, or by facsimile transmission; and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it. All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

9.2 *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3 *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4 *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5 *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6 *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7 *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

\* \* \* \* \*

IN WITNESS WHEREOF, the Sole Member has executed this Agreement as of the date first set forth above.

SOLE MEMBER:

**NRG ENERGY SERVICES GROUP LLC**

Its: Sole Member

By: /s/ Lynne Przychodzki

Name: Lynne Przychodzki

Title: Assistant Secretary

*SCHEDULE A*

<b>MEMBERS</b>	<b>UNITS</b>
NRG Energy Services Group LLC	1,000
<b>TOTAL</b>	<b>1,000</b>

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 05:35 PM 10/28/2010  
FILED 05:31 PM 10/28/2010  
SRV 101038872 - 4891131 FILE

**CERTIFICATE OF FORMATION  
OF  
NRG ENERGY SERVICES GROUP LLC**

1. **Name:** The name of the limited liability company is NRG Energy Services Group LLC.
2. **Registered Office:** The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.
3. **Organizer:** The name and address of the sole organizer of the limited liability company is Lynne Przychodzki, NRG Energy, Inc., 211 Carnegie Center, Princeton, NJ 08540.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of NRG Energy Services Group LLC this 28th day of October, 2010.

/s/ Lynne Przychodzki  
\_\_\_\_\_  
Lynne Przychodzki  
Authorized Person

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**AMENDED & RESTATED  
LIMITED LIABILITY COMPANY AGREEMENT  
OF  
NRG ENERGY SERVICES GROUP LLC  
a Delaware Limited Liability Company**

THIS AMENDED & RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “**Agreement**”) of NRG Energy Services Group LLC (the “**Company**”), dated as of December 1, 2010 is adopted by, and executed and agreed to, for good and valuable consideration, by the Sole Member of the Company, NRG Energy, Inc., a Delaware corporation.

**ARTICLE I  
DEFINITIONS**

1.1 *Definitions.* As used in this Agreement, the following terms have the following meanings:

“Act” means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

“Agreement” has the meaning given that term in the introductory paragraph.

“Capital Contribution” means the aggregate contribution by a Member to the capital of the Company.

“Certificate” has the meaning given that term in Section 2.1.

“Company” means NRG Energy Services Group LLC, a Delaware limited liability company.

“Dispose,” “Disposed,” “Disposing” or “Disposition” means a sale, assignment, transfer, exchange, mortgage, pledge or other disposition (including, without limitation, by operation of law); provided, however, that this definition does not include the granting and/ or perfection of a security interest lien or encumbrance.

“Incapacity” or “Incapacitated” means (a) with respect to a natural person, the bankruptcy, death, incompetency or insanity of such person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

“Majority Members” means Members holding a majority of the Units owned by all Members or if there is only one Member, such Member.

“Member” means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

“Person” means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

“Proceeding” has the meaning given such term in Section 5.1.

“Units” means the units of each Member representing such Member’s interest in the income, gains, losses, deductions and expenses of the Company as set forth on Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2 *Construction.* Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

## **ARTICLE II ORGANIZATION**

2.1 *Formation.* The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the “**Certificate**”) under and pursuant to the Act.

2.2 *Name.* The name of the Company is “NRG Energy Services Group LLC” and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3 *Registered Office; Registered Agent; Principal Office; Other Offices.* The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4 *Purposes.* The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5 *Foreign Qualification.* Prior to the Company’s conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.



2.6 *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7 *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8 *Unit Certificates.* The number of authorized Units shall initially be one thousand (1,000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine.

2.9 *All Interests shall be Securities.* All interests in the Company shall be securities governed by Article 8 of the Uniform Commercial Code and shall be evidenced by certificates. The certificated interests shall be in registered form within the meaning of Article 8 of the Uniform Commercial Code.

### **ARTICLE III MEMBERS, UNITS AND DISTRIBUTIONS**

3.1 *Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2 *Liability of Members.* Except as otherwise required by applicable law and as explicitly set forth in this Agreement, no Member shall have any personal liability whatsoever in its capacity as a Member, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company, and therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein. To the extent that, at law or in equity, a Member or other Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or another Person, such Member or other Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement.

3.3 *Member Units.* Each Member's interest in the Company, including such Member's interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4 *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5 *Distributions.* Subject to the provision of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

#### **ARTICLE IV MANAGEMENT**

4.1 *Management by the Members.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Majority Members, and the Majority Members shall make all decisions and take all actions for the Company.

4.2 *Actions by Members; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Majority Members shall act through (i) meetings and written consents pursuant to

Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles (including, without limitation, chairman, chief executive officer, president, vice president, secretary, assistant secretary, treasurer and assistant treasurer) to any such Persons and delegate to such other individuals certain authority and duties. Any number of titles may be held by the same individual. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3 *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Majority Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4 *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5 *Conflicts of Interest.* Each Member and officer of the Company at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation to offer to the Company or any other Member or officer the right to participate therein. The Company may transact business with any Member, officer or affiliate

thereof *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6 *Officers.*

(a) The Majority Members may, from time to time, designate one or more persons to be officers of the Company. No officer need be a resident of the State of Delaware, or a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

**ARTICLE V  
INDEMNIFICATION**

5.1 *Exculpation.* Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, none of the Members, managers, or any other officers, directors, stockholders, partners, employees, affiliates, representatives, or agents of any of the foregoing, nor any officer, employee, representative or agent of the Company (individually, a "Covered Person" and collectively, the "Covered Persons") shall be liable to the Company or any other person bound by this Agreement for any act or omission (in relation to the Company, its property or the conduct of its business or affairs, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted by a Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

5.2 *Indemnification.* To the fullest extent permitted by law, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or

investigative (“Claims”), in which the Covered Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Section 5.2 with respect to (i) any Claim with respect to which such Covered Person has engaged in fraud, willful misconduct, bad faith or gross negligence or (ii) any Claim initiated by such Covered Person unless such Claim (or part thereof) (A) was brought to enforce such Covered Person’s rights to indemnification hereunder or (B) was authorized or consented to by the Board. Expenses incurred by a Covered Person in defending any Claim shall be paid by the Company in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Section 5.2.

5.3 *Amendments.* Any repeal or modification of this Article V by the Members shall not adversely affect any rights of such Covered Person pursuant to this Article V, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

#### **ARTICLE VI TAXES AND BOOKS**

6.1 *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2 *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

#### **ARTICLE VII TRANSFERS**

7.1 *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member’s Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2 *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7.3 *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4 *Effect of Assignment.*

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5 *Effect of Incapacity.* Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

**ARTICLE VIII  
DISSOLUTION, LIQUIDATION AND TERMINATION**

8.1 *Dissolution.* The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

- (a) the written consent of the Majority Members; and
- (b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or
- (c) on the date set forth in the Certificate.

8.2 *Liquidation and Termination.* On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final

distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

(a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and

(b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3 *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

## ARTICLE IX GENERAL PROVISIONS

9.1 *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested or by delivering that writing to the recipient in person, by courier, or by facsimile transmission; and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it. All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

9.2 *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3 *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4 *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5 *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6 *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7 *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

\* \* \* \* \*



IN WITNESS WHEREOF, the Sole Member has executed this Agreement as of the date first set forth above.

SOLE MEMBER:

**NRG ENERGY, INC.**

Its: Sole Member

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Vice President & Treasurer

*SCHEDULE A*

<b>MEMBERS</b>	<b>UNITS</b>
NRG Energy, Inc.	1,000
<b>TOTAL</b>	<b>1,000</b>

AMENDED AND RESTATED  
CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
INDECK-ILION LIMITED PARTNERSHIP

Indeck-Ilion Limited Partnership, a limited partnership organized under the Delaware Revised Uniform Limited Partnership Act (the "Act"), for the purpose of amending and restating its Certificate of Limited Partnership filed with the office of the Secretary of State of Delaware on November 9, 1990, under the name of Indeck-Ilion Limited Partnership, hereby certifies that effective on December 5, 1990, its Certificate of Limited Partnership is amended and restated to read in its entirety as follows:

1. The name of the limited partnership is Indeck-Ilion Limited Partnership.
2. The address of the registered office of the limited partnership in Delaware is 32 Lookerman Square, Suite L-100, Dover, Delaware 19901. The limited partnership's registered agent at that address is The Prentice-Hall Corporation System, Inc.
3. The name and address of the general partner is:

<u>NAME</u>	<u>ADDRESS</u>
Indeck Energy Services of Ilion, Inc.	1130 Lake Cook Road Buffalo Grove, IL 60094

IN WITNESS WHEREOF, this Amended and Restated Certificate of Limited Partnership, which restates and integrates and also further amends the Certificate of Limited Partnership as heretofore amended or supplemented, has been duly executed as of the 5th day of December, 1990 and is being filed in accordance with Section 17-210 of the Act by a general partner thereunto duly authorized.

By: /s/ John Salyer  
INDECK ENERGY SERVICES OF ILION, INC.,  
General Partner  
John Salyer, Vice President

---

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

INDECK ENERGY SERVICES  
OF ILION, INC.:

ATTEST:

\_\_\_\_\_ By: \_\_\_\_\_  
[CORPORATE SEAL]

INDECK ILION COGENERATION  
CORPORATION

ATTEST:

\_\_\_\_\_ By: \_\_\_\_\_  
[CORPORATE SEAL]

**STATE OF DELAWARE  
CERTIFICATE TO RESTORE TO GOOD  
STANDING A DELAWARE LIMITED PARTNERSHIP  
(Pursuant to Title 6, Sec. 17-1109)**

1. Name of Limited Partnership Indeck-Ilion Limited Partnership.
2. Date of original filing with Delaware Secretary of State November 9, 1990.

I, Gerald F. DeNotto, Secretary of Indeck Energy Services of Ilion, Inc., General Partner or Liquidating Trustee of the above named limited partnership do hereby certify that this limited partnership is paying all annual taxes, penalties, and interest due to the State of Delaware.

I do hereby request this limited partnership be restored to Good Standing.

/s/ Gerald F. DeNotto  
\_\_\_\_\_  
Indeck Energy Services of Ilion, Inc.  
General Partner

STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 09:00 AM 03/30/1995  
950071765 - 2246114

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STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 02:30 PM 08/06/1997  
971262660 - 2246114

CERTIFICATE OF AMENDMENT OF  
CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
INDECK-ILION LIMITED PARTNERSHIP

The undersigned, desiring to amend the Certificate of Limited Partnership of Indeck-Illion Limited Partnership pursuant to the provisions of Section 17-202 of the Revised Uniform Limited Partnership Act of the State of Delaware, does hereby certify as follows:

FIRST: The name of the Limited Partnership is Indeck-Illion Limited Partnership.

SECOND: Article 2 of the Certificate of Limited Partnership shall be amended as follows:

The address of the Partnership's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The name of the Partnership's registered agent for service of process in the State of Delaware at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned executed this Amendment to the Certificate of Limited Partnership on this 21st day of July, 1997.

Indeck-Illion Limited Partnership

By: /s/ Gerald F. DeNotto  
Indeck Energy Services of Illion, Inc.

Gerald F. DeNotto, V.P. & Secy.

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**CERTIFICATE OF AMENDMENT  
TO THE  
CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
Indeck-Ilion Limited Partnership**

The undersigned hereby desires to amend the Certificate of Limited Partnership of Indeck-Ilion Limited Partnership pursuant to the provisions of Section 17-202 of the Revised Uniform Limited Partnership Act of the State of Delaware, and hereby certifies as follows:

1. The name of the Limited Partnership is Indeck-Ilion Limited Partnership.
2. Number 1. of the Certificate of Limited Partnership shall be amended to read as follows:

“The name of the partnership is **NRG Ilion Limited Partnership**”

3. The name and address of the general partner is:

<u>Name</u>	<u>Address</u>
Indeck Energy Services of Ilion, Inc.	1130 Lake Cook Road Buffalo Grove, IL 60094

4. Number 3. of the Certificate of Limited Partnership shall be amended to read as follows:

<u>Name</u>	<u>Address</u>
“NRG Rockford Acquisition LLC	901 Marquette Avenue, Suite 2300 Minneapolis, MN 55402”

IN WITNESS WHEREOF, the undersigned executed this Amendment to the Certificate of Limited Partnership on this 2<sup>nd</sup> day of January 2002.

NRG Rockford Acquisition LLC, the new general partner

By: /s/ Kathryn J. Oстераas  
Name: Kathryn J. Oстераas  
Title: Assistant Secretary

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NRG Energy, Inc.  
901 Marquette Avenue  
Suite 2300  
Minneapolis, MN 55402-3265

Direct (612) 373-5300  
Fax (612) 373-5392

January 3, 2002

To the Secretary of State of Delaware

**Re: Consent to Use of Name**

Dear Sir or Madam:

NRG Ilion LP LLC, a limited liability company organized and existing under the laws of the State of Delaware, hereby consents to the use of the name NRG Ilion Limited Partnership in the State of Delaware.

By: /s/ Kathryn J. Osteraas  
Name: Kathryn J. Osteraas  
Title: Assistant Secretary

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**AMENDED AND RESTATED**  
**AGREEMENT OF LIMITED PARTNERSHIP**  
**OF**  
**NRG ILION LIMITED PARTNERSHIP**

THIS AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP (this "Agreement") OF NRG ILION LIMITED PARTNERSHIP (the "Partnership") is made as of the 3rd day of January, 2002 by and between NRG Rockford Acquisition LLC, a Delaware limited liability company (the "General Partner"), and NRG Ilion LP LLC, a Delaware limited liability company (the "Limited Partner"). The General Partner and the Limited Partner are sometimes collectively referred to as the "Partners," and each as a "Partner."

**RECITALS**

A. The Partnership was formed as a limited partnership with the name Indeck-Ilion Limited Partnership under the Act (as defined below) pursuant to the filing of a Certificate of Limited Partnership by Indeck Energy Services of Ilion, Inc., an Illinois corporation ("Indeck Ilion"), with the Secretary of State of the State of Delaware on November 9, 1990 (as amended and restated, the "Certificate"), and the execution of that certain Limited Partnership Agreement, dated as of October 31, 1990 (the "Original Agreement"), by and between Indeck Ilion and Indeck-Ilion Cogeneration Corporation, an Illinois corporation ("Indeck Cogen").

B. NRG Energy, Inc., a Delaware corporation ("NRG Energy"), Indeck Energy Services, Inc., an Illinois corporation, Indeck Ilion and Indeck Cogen entered into that certain Purchase Agreement, dated as of May 4, 2001, pursuant to which, among other things, NRG Energy acquired all of the partnership interests in the Partnership.

C. NRG Energy, the General Partner and the Limited Partner entered into that certain General Assignment and Assumption Agreement, dated as of July 13, 2001, pursuant to which, among other things, (i) NRG Energy assigned, and the General Partner assumed, all of the general partnership interests in the Partnership and (ii) NRG Energy assigned, and the Limited Partner assumed, all of the limited partnership interests in the Partnership.

D. The General Partner filed a Certificate of Amendment to the Certificate of Limited Partnership of Indeck-Ilion Limited Partnership on January 2, 2002, pursuant to which, among other things, the name of the Partnership was changed to "NRG Ilion Limited Partnership."

D. The Partners desire to amend and restate the Original Agreement in its entirety to reflect the General Partner and the Limited Partner as the general partner and limited partner, respectively, of the Partnership and to set forth the terms under which the Partnership will continue to operate.

NOW, THEREFORE, in consideration of the mutual promises made in this Agreement and other valuable consideration, the Partners agree as follows:

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**ARTICLE I.  
FORMATION OF PARTNERSHIP**

Section 1.1        Formation. The Partnership has been duly organized as a Delaware limited partnership under the Act by the filing of the Certificate. Except as otherwise provided in this Agreement, the rights and duties of the Partners and the administration and termination of the Partnership shall be governed by the Delaware Revised Uniform Limited Partnership Act (6 Del. C. § 17-101, et. seq.), as amended (the "Act").

Section 1.2        Ownership of Property. All property (irrespective of its nature) owned by the Partnership ("Property") shall be held in the name of the Partnership and shall be deemed to be owned by the Partnership as an entity. Accordingly, no Partner shall have the right to seek partition of any Property during the term of this Agreement or to apply to any court or authority having jurisdiction in the matter or commence or prosecute any action or proceeding for partition and the sale of any Property. Upon any breach of the provisions of the is subparagraph by any Partner, the other Partner in addition to all other rights and remedies at law and in equity it may have, shall be entitled to an order restraining and enjoining any application, action or proceeding.

Section 1.3        Name of the Partnership. The name of the Partnership shall be "NRG Ilion Limited Partnership" or any other name the General Partner shall elect.

Section 1.4        Principal Office and Agent. The Principal office of the Partnership shall be located at 901 Marquette Ave. Ste. 2300 Minneapolis, MN 55402-5300, or at any other place or places the General Partner (with the prior written approval of the Limited Partner) may designate from time to time. The Corporation Trust Company, or any other person the General Partner shall designate, shall be the agent for service of process on the Partnership, with offices located 1209 Orange Street, Wilmington, Delaware 19801. If the General Partner changes the office, agent or address set forth above, it shall file an amendment to the Certificate reflecting that change.

Section 1.5        Term of Partnership. The Partnership commenced on the date of the initial filing of the Certificate with the Secretary of State of Delaware. The Partnership shall continue in existence until it is terminated in accordance with this Agreement.

Section 1.6        Character of the Business. The character and purpose of the Partnership's business shall be to carry on any business which is permitted under the Act.

Section 1.7        Name and Address of Each Partner. The names and addresses of each Partner are shown on Exhibit A attached to this Agreement. All notices and other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered to have been properly delivered if mailed, by certified mail, with postage prepaid, addressed to the address set forth on Exhibit A for the respective Partner or to such other address as that Partner may have designed as its address by proper notice to the Partnership and the other Partner.

**ARTICLE II.**  
**CAPITAL CONTRIBUTIONS AND PARTNERSHIP UNITS**

Section 2.1 Additional Contributions to the Partnership. Each Partner shall make contributions, in accordance with the allocation percentages in Section 3.1(A), as necessary to enable the Partnership to continue to pursue its business purpose. The Partners may make additional contributions to the Partnership with the prior written agreement of all Partners.

Section 2.2 No Third Party Rights. Any agreement by the Partners to make additional contributions to the Partnership shall not be construed as conferring any rights or benefits to or upon any person not a party to this Agreement.

Section 2.3 Capital Accounts. A separate capital account shall be maintained for each Partner in accordance with regulations issued under Section 704 of the Internal Revenue Code of 1986, as amended ("Code").

Section 2.4 Partnership Units. Interests in the Partnership, which shall be represented by the issuance of partnership units (collectively, the "Units"), shall be divided into and consist of 10 Class A Units (as defined below) and 1,000 Class B Units (as defined below), or such other number of Class A or Class B Units as may be authorized from time to time by the General Partner. In addition to the above the General Partner may, from time to time, issue additional Units in exchange for cash or other property. This Agreement shall be amended to reflect the issuance of any additional Units by the Partnership. A "Class A Unit" shall represent an interest in the Partnership as a General Partner and a "Class B Unit" shall represent an interest in the Partnership as a Limited Partner. Each Unit shall be in all respects equal to every other Unit and shall be entitled to one vote on all matters for which Partners are entitled to vote as provided in this Agreement. The rights and powers represented by the Units shall include (a) the right to receive distributions, including liquidating distributions, from the Partnership, and (b) all other rights, benefits, and privileges enjoyed by the Partners (under the Act and this Agreement) in their capacities as either General Partner or a Limited Partner, as the case may be, including rights to vote consent and approve as provided in this Agreement.

Section 2.5 Partnership Interest Certificates. All interests in the Partnership shall be certificated in the form attached hereto as Exhibit B. The Partnership hereby irrevocably elects that all partnership interests in the Partnership shall be securities governed by Article 8 of the Uniform Commercial Code as in effect in the State of New York. Each certificate evidencing a partnership interest in the Partnership shall bear the following legend: "This certificate evidences an interest in NRG Ilion Limited Partnership and shall be a security for the purposes of Article 8 of the Uniform Commercial Code as in effect in the State of New York." This provision shall not be amended and no such purported amendment to this provision shall be effective until all outstanding certificates have been surrendered for cancellation.

**ARTICLE III.  
DISTRIBUTIONS AND ALLOCATIONS**

Section 3.1      Allocations.

(A)      Allocation of Income. All items of net income (after all operating expenses) of the Partnership for each taxable year shall be allocated to the Partners and shall be credited to each Partner's capital account pro rata in accordance with the following:

<u>Allocation</u>	<u>Percentage</u>
NRG Rockford Acquisition LLC	1.0%
NRG Ilion LP LLC	99.0%
	<u>100.0%</u>

(B)      Allocation of Loss and Deduction. All items of Partnership loss and deduction shall be allocated to the Partners and charged to each Partner's capital account in accordance with the allocation percentages in Section 3.1(A) above. Notwithstanding the foregoing, in no event shall any such loss or deduction be allocated to a Partner, to the extent that it would result in that Partner having a negative capital account balance, if any other Partner has a positive capital account balance. The foregoing reallocation of losses to a Partner with a positive capital account balance shall remain in effect only until those Partners with positive capital account balances have capital accounts balances of zero. In addition, after all capital accounts are reduced to zero, any losses of the Partnership which are deemed to be attributable to indebtedness of the Partnership for which a Partner bears the economic risk of loss (within the meaning of Code Section 752 and the regulations under that Section) shall be allocated to the Partner who bears such economic risk of loss.

Section 3.2      Distributions.

(A)      Distributions. The General Partner, in its discretion, may cause the Partnership to make cash distributions to the Partners, at those times and in amounts as it deems reasonable. All distributions to the Partners shall be made in proportion to the allocation percentages set forth in Section 3.1(A) above.

(B)      Distributions in Dissolution of the Partnership. All distributions to Partners on the dissolution of the Partnership shall be in accordance with the positive capital accounts of the Partners at that time after allocation of all net income and loss from the liquidation of all assets held by the Partnership and payment of all of the Partnership's liabilities.

**ARTICLE IV.  
MANAGEMENT**

Section 4.1      Management of the Partnership.

(A)      Management. Except as provided in Section 4.1(B) of this Agreement, the General Partner shall manage and control the business of the Partnership and is hereby authorized to take any reasonable action it deems necessary or desirable and in the best interest

of the Partnership, including causing the Partnership to enter into contracts with affiliates of the General Partner that are in the best interests of the Partnership, and shall take such other actions on behalf of the Partnership as it and the Limited Partner mutually agree in writing to be in the best interest of the Partnership. The Limited Partner shall not have any right to participate in or have any authority or right to act for or bind the Partnership.

(B) Restrictions on General Partner. Without the prior written approval of the Limited Partner, the General Partner shall not cause the Partnership to:

- (1) admit any other person or entity as a general or limited partner in the Partnership;
- (2) enter into any transactions with or except as provided in this Agreement, make any payments to the General Partner;
- (3) confess a judgment against the Partnership;
- (4) take any action that would subject the Limited Partner to liability in any jurisdiction;
- (5) do any act that would make it impossible for the Partnership to carry on its business in the ordinary course;
- (6) amend this Agreement or the Certificate;
- (7) merge or consolidate the Partnership with or into another entity;
- (8) sell, exchange, lease or otherwise transfer all or substantially all of the assets of the Partnership; or
- (9) liquidate or dissolve the Partnership.

Section 4.2 Duties and Obligations of the General Partner.

(A) Separate Operations. The General Partner shall cause the Partnership to conduct its business and operations separate and apart from that of the General Partner and any of its affiliates, including, without limitation, (i) segregating Partnership assets and not allowing funds or other assets of the Partnership to be commingled with the funds or other assets of, held by, or registered in the name of, the General Partner or any of its affiliates, (ii) maintaining books and financial records of the Partnership separate from the books and financial records of the General Partner and its affiliates, and observing all Partnership procedures and formalities, including, without limitation, maintaining minutes of the Partnership meetings and acting on behalf of the Partnership only pursuant to due authorization of the Partners as required in this Agreement, (iii) causing the Partnership to pay its liabilities when due from assets of the Partnership, and (iv) causing the Partnership to conduct its dealings with third parties in its own name and as a separate and independent entity.

(B) Compliance with Law. The General Partner shall take all actions that may be necessary or appropriate (i) for the General Partner and the Partnership to maintain all required licenses and permits, (ii) for the continuation of the Partnership's valid existence as a limited partnership under the laws of the State of Delaware and of each other jurisdiction in which that existence is necessary to protect the limited liability of the Limited Partner or to enable the Partnership to conduct the business in which it is engaged, and (iii) for the accomplishment of the Partnership's purposes, including the operation of the Partnership is business in accordance with the provisions of this Agreement and applicable laws and regulations.

(C) Fiduciary Obligation. The General Partner shall be under a fiduciary duty to conduct the affairs of the Partnership in the best interests of the Partnership, including the safekeeping and use of the Partnership's assets for the exclusive benefit of the Partnership.

(D) Insurance. The General Partner shall cause to be provided, or cause the Partnership to carry, insurance as is customary in the business in which the Partnership is engaged and in the places in which is so engaged.

(E) Tax Matters Partner. During periods for which the Partnership must have a "tax matters partner" within the meaning of Section 6231(a)(7) of the Code, the General Partner shall act as the tax matters partner of the partnership.

Section 4.3 Limitations on Obligations of the Limited Partner. The Limited Partner shall not participate in the management of the Partnership or its business. The Limited Partner shall not be deemed to participate in management if it or any of its shareholders, directors or officers acts as a contractor for, or agent or employee of, the Partnership, the General Partner or an affiliate of the General Partner, or if it takes any other action permitted to be taken by a limited partner under the Act. The liability of the Limited Partner to any third party shall be limited to the sum of its capital contributions.

Section 4.4 Other Activities of Partners. The Partners specifically acknowledge that the Partners and their affiliates will be engaged in other businesses including businesses which may be similar to the business of the Partnership. Nothing in this Agreement shall be deemed to restrict in any manner the freedom of the Partners to conduct any other business or activity whatsoever (including, without limitation, the acquisition, ownership, leasing or sale of real property), with the any accountability to the Partnership or to any Partner, even if that business or activity competes with the business of the Partnership.

Section 4.5 Compensation to General Partner and Affiliates. The General Partner shall not be entitled to any compensation from the Partnership, but will be entitled to reimbursement for reasonable expenses incurred on behalf of the Partnership.

#### **ARTICLE V. BOOKS AND RECORDS; ACCOUNTING; TAX ELECTIONS**

Section 5.1 Books and Records. The books, records and financial statements of the Partnership shall be maintained by the General Partner in accordance with generally accepted accounting principles. These and all other records of the Partnership, including a copy

of this Agreement and all amendments to this Agreement, copies of the Partnership's federal state and local tax returns and financial statements, information relating to the status of any Property, and all other information required by the Act shall be kept at the principal office or at another location as determined by the General Partner in compliance with the Act.

Section 5.2 Custody of Partnership Funds; Bank Accounts. The General Partner shall have fiduciary responsibility for the safekeeping and use of all funds and accounts of the Partnership, whether or not in the immediate possession or control of the General Partner. The funds of the Partnership shall not be commingled with the funds of any other person or entity, and the General Partner shall not employ, or permit any other person or entity to employ, Partnership funds in any manner except for the benefit of the Partnership.

Section 5.3 Tax Elections. The General Partner may elect to make any election permitted under any provision of the Code.

Section 5.4 Tax Information to the Limited Partners. The General Partner shall provide the Limited Partner with all necessary tax information within a reasonable time after the fiscal year end of the Partnership.

Section 5.5 Fiscal Year. The fiscal year of the Partnership shall be January 1 through December 31.

## **ARTICLE VI. CHANGE OF PARTNERS; TRANSFERS OF INTERESTS**

Section 6.1 Transfers of Interest. No Partner shall have the right or power to assign, transfer or otherwise dispose of its interest in the Partnership without the prior written approval of all other Partners. For this purpose, a transfer of the ownership interest in either Partner or the admission of a new partner by the Partners shall be deemed a transfer of a Partnership interest.

Section 6.2 Conditions of Transfer of Interest. No transfer of any Partnership interest shall be made except in compliance with all securities and other applicable laws. The Partnership may, in addition to the other requirements of this Agreement, require as a condition to permitting any transfer an opinion of counsel satisfactory to the Partnership showing that no violation of any applicable law shall result from the transfer.

Section 6.3 Substituted Partner. A valid transfer in accordance with this Article 6 shall vest rights to distributions from the Partnership as provided in this Agreement, but no transferee shall become a new Partner unless and until:

- (1) All Partners shall have approved the admission of the transferee as a Partner;
- (2) The transferee shall have executed this Agreement and any other documents reasonably required by the Partnership; and

(3) The transferee shall have reimbursed the Partnership for all expenses incurred in making the substitution, including legal fees and other expenses of preparing and filing an amended Certificate.

**ARTICLE VII.  
TERMINATION AND DISSOLUTION**

Section 7.1 Events Causing Dissolution. Although the Partners contemplate a long term business relationship, the Partnership shall be dissolved and its affairs wound up in the following circumstances:

- (1) The withdrawal of the General Partner from the Partnership as a result of the occurrence of any of the events set forth in the Act.
- (2) The unanimous written consent of the Partners;
- (3) Entry of a decree of judicial dissolution under the Act; or
- (4) Any other event causing the dissolution of the Partnership under the Act.

Section 7.2 Liquidation. Following the occurrence of the event resulting in the dissolution of the Partnership under Section 7.1, the Partnership shall be liquidated as promptly as possible in an orderly manner. The Partners shall continue to share net income and losses during liquidation in the same proportion as before dissolution. The proceeds from the liquidation of Partnership assets shall be applied as follows:

- (1) In payment to creditors of the Partnership, including Partners to the extent otherwise permitted by law, in the order of priority provided by law, in satisfaction of liabilities of the Partnership other than liabilities for distributions to Partners; and
- (2) Subject to Section 7.3 below, in payment to the Partners, both limited and general, of the credit balance in their capital accounts no later than 30 days after liquidation proceeds are received by the Partnership, less any reasonable reserves for known or contingent liabilities.

All Partners shall look solely to the assets of the Partnership for any distribution under this Agreement and no Partner shall have any recourse against the personal assets of any other Partner, whether general or limited, for this purpose.

Section 7.3 Gains and Losses in Liquidation. Any income, gain or loss on disposition of Property in the process of liquidation shall be credited or charged to the Partners in accordance with Section 3.1 of this Agreement.

**ARTICLE VIII.  
MISCELLANEOUS**

Section 8.1 Entire Agreement. This Agreement sets forth the entire agreement of the Partners with respect to the subject matter. This Agreement supersedes all prior



agreements or understandings among the Partners and may be modified or amended only by the unanimous written consent of all of the Partners.

Section 8.2 Governing Law. This Agreement and all questions arising in connection with this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware (excluding its conflict of law principles), provided that the law of the State of New York shall be the governing law with respect to the following matters: (a) the rights and duties of the Partnership with respect to registration of transfer of securities, (b) the effectiveness of registration of transfer of securities by the Partnership, (c) whether the Partnership owes any duties to an adverse claimant to a security and (d) whether an adverse claim can be asserted against a person to whom transfer of a certificated or uncertificated security is registered or a person who obtains control of an uncertificated security.

Section 8.3 Interpretation and Severance. All paragraph headings in this Agreement are for convenience only, and this Agreement shall be construed according to its full terms and not by its headings. If any provision of this Agreement is determined by a court of proper jurisdiction to be invalid or unenforceable, that provision may be severed or modified to the extent necessary to make it valid and enforceable, and the other provisions of this Agreement shall remain fully effective and binding on the Partners. When the context in which words are used in this Agreement permits use of the singular shall include the plural, and use of masculine or neuter pronouns shall include masculine, neuter and feminine.

Section 8.4 Counterparts. This Agreement may be executed in a number of counterparts and, when so executed, all of those counterparts shall constitute a single instrument binding on all Partners notwithstanding the fact that all Partners did not sign the original or the same counterpart.

Section 8.5 Successors and Assigns. This Agreement shall be binding on and, subject to the restrictions on transfer in this Agreement, shall inure to the benefit of the Partners and their respective personal representatives, heirs, successors and permitted assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Partners have caused this Agreement to be executed and delivered by their proper and duly authorized officers as of the day and year first above written.

NRG Rockford Acquisition LLC,  
as General Partner,

By: /s/ Craig A. Mataczynski  
Name: Craig A. Mataczynski  
Title: President

NRG Ilion LP LLC,  
as Limited Partner,

By: /s/ Craig A. Mataczynski  
Name: Craig A. Mataczynski  
Title: President

*(Signature Page to Amended and Restated Partnership Agreement of NRG Ilion LP)*

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General Partner:

NRG Rockford Acquisition LLC  
Attention: Kathryn Osteraas  
901 Marquette Ave., Suite 2300  
Minneapolis, MN 55402

Limited Partner:

NRG Ilion LP LLC  
Attention: Kathryn Osteraas  
901 Marquette Ave., Suite 2300  
Minneapolis, MN 55402

THE INTERESTS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”) OR ANY STATE SECURITIES LAWS. ACCORDINGLY, SUCH INTERESTS MAY NOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF WITHOUT COMPLIANCE WITH SUCH ACT AND SUCH STATE SECURITIES LAWS, AND THE PARTNERSHIP MAY REQUIRE AN OPINION OF COUNSEL SATISFACTORY TO IT THAT NO VIOLATION OF SUCH ACT AND SUCH STATE SECURITIES LAWS WILL RESULT FROM ANY PROPOSED SALE, TRANSFER, OR OTHER DISPOSITION SUCH INTERESTS.

THIS CERTIFICATE EVIDENCES AN INTEREST IN NRG ILION LIMITED PARTNERSHIP AND SHALL BE A SECURITY FOR THE PURPOSES OF ARTICLE 8 OF THE UNIFORM COMMERCIAL CODE AS IN EFFECT N THE STATE OF NEW YORK.

No. [ ]

NRG ILION LIMITED PARTNERSHIP

A Limited Partnership under the laws of the State of Delaware

Certificate of Interest

This certifies that [ ] is the owner of a [general][limited] partnership interest in NRG Ilion Limited Partnership (the “Partnership”) represented by [ ] Class [ ] Units, which [general][limited] partnership interest is subject to the terms of the Amended and Restated Agreement of Limited Partnership of NRG Ilion Limited Partnership, dated as of January 3, 2002, by and between NRG Rockford Acquisition LLC and the limited partners party thereto, as the same may be amended from time to time in accordance with the terms thereof (the “Limited Partnership Agreement”).

This Certificate of Interest may be transferred by the lawful holders hereof only in accordance with the provisions of the Limited Partnership Agreement.

THIS SECURITY IS SUBJECT TO THE PROVISIONS OF THE AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF NRG ILION LIMITED PARTNERSHIP.

IN WITNESS WHEREOF, the said Partnership has caused this Certificate of Interest to be signed by its duly authorized General Partner this       day  
of       .

NRG ILION LIMITED PARTNERSHIP

By: NRG Rockford Acquisition LLC,  
as General Partner

By: /s/ Craig A. Mataczynski  
Name: Craig A. Mataczynski  
Title: President

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STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 03:00 PM 07/10/2001  
010332442 - 3412960

**CERTIFICATE OF FORMATION  
OF  
NRG ILION LP LLC**

The undersigned, being a natural person 18 years of age or older and for the purpose of forming a limited liability company for general business purposes under the Delaware Limited Liability Act, hereby adopts the following Certificate of Formation:

1. Name: The name of the limited liability company is NRG Ilion LP LLC.
2. Registered Office: The address of the registered office of the limited liability company is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.
3. Organizer: The name and address of the sole organizer of the limited liability company is William H. Rice, II, NRG Energy, Inc., 901 Marquette Avenue, Suite 2300, Minneapolis, Minnesota 55402.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of NRG Ilion LP LLC this 10<sup>th</sup> day of July, 2001.

/s/ William H. Rice, II  
William H. Rice, II  
Authorized Person

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**AMENDED AND RESTATED  
LIMITED LIABILITY COMPANY AGREEMENT  
OF  
NRG ILION LP LLC,  
a Delaware Limited Liability Company**

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT of NRG ILION LP LLC (this "Agreement"), dated as of December 24, 2003 is adopted by, and executed and agreed to, for good and valuable consideration, by the sole Member.

WHEREAS, the sole Member is party to the Limited Liability Company Agreement dated as of July 10, 2001, as amended from time to time (the "Original LLC Agreement"); and

WHEREAS, the sole Member and the Independent Member (as such term is defined in the Original LLC Agreement) have agreed to the amendment and restatement of the Original LLC Agreement in accordance with the terms of the Original LLC Agreement pursuant to the unanimous written consent of the sole Member and the Independent Member dated as of December 16, 2003.

**ARTICLE I  
DEFINITIONS**

1.1 *Definitions.* As used in this Agreement, the following terms have the following meanings:

"Act" means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

"Agreement" has the meaning given that term in the introductory paragraph.

"Capital Contribution" means the aggregate contribution by a Member to the capital of the Company.

"Certificate" has the meaning given that term in Section 2.1.

"Company" means NRG Ilion LP LLC, a Delaware limited liability company.

"Dispose," "Disposed," "Disposing" or "Disposition" means a sale, assignment, transfer, exchange, mortgage, pledge, grant of a security interest or other disposition or encumbrance (including, without limitation, by operation of law) or the acts thereof.

"Incapacity" or "Incapacitated" means (a) with respect to a natural person, the bankruptcy, death, incompetency or insanity of such person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

"Majority Members" means Members holding a majority of the Units owned by all Members or if there is only one Member, such Member.

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“Member” means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

“Original LLC Agreement” has the meaning given such term in the recitals.

“Person” means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

“Proceeding” has the meaning given such term in Section 5.1.

“Units” means the units of each Member representing such Member’s interest in the income, gains, losses, deductions and expenses of the Company as set forth on Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2. *Construction.* Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

## **ARTICLE II ORGANIZATION**

2.1. *Formation.* The Company has been organized as a Delaware limited liability company by the filing of a Amended and Restated Certificate of Formation (the “Certificate”) under and pursuant to the Act.

2.2. *Name.* The name of the Company is “NRG Ilion LP LLC,” and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3. *Registered Office; Registered Agent; Principal Office; Other Offices.* The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4. *Purposes.* The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5. *Foreign Qualification.* Prior to the Company’s conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to



the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6. *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7. *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8. *Unit Certificates; Applicability of Article 8 of UCC.* The number of authorized Units shall initially be one thousand (1,000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, shall be recorded in a register thereof maintained by the Company, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine. Units shall be subject to the provisions of Article 8 of the Uniform Commercial Code as may be applicable from time to time.

### **ARTICLE III MEMBERS, UNITS AND DISTRIBUTIONS**

#### *3.1. Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2. *Liability of Members.* Except as otherwise required by applicable law and as explicitly set forth in this Agreement, no Member shall have any personal liability whatsoever in its capacity as a Member, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other

obligations of the Company or for any losses of the Company, and therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein. To the extent that, at law or in equity, a Member or other Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or another Person, such Member or other Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement.

3.3. *Member Units.* Each Member's interest in the Company, including such Member's interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4. *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5. *Distributions.* Subject to the provision of Section 18-607 of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

#### **ARTICLE IV MANAGEMENT**

4.1. *Management by the Members.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Majority Members, and the Majority Members shall make all decisions and take all actions for the Company.

4.2. *Actions by Members; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Majority Members shall act through (i) meetings and written consents pursuant to Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles (including, without limitation, chairman, chief executive

officer, president, vice president, secretary, assistant secretary, treasurer and assistant treasurer) to any such Persons and delegate to such other individuals certain authority and duties. Any number of titles may be held by the same individual. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

#### 4.3. Meetings.

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Majority Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4. *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5. *Conflicts of Interest.* Each Member and officer of the Company at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation to offer to the Company or any other Member or officer the right to participate therein. The Company may transact business with any Member, officer or affiliate thereof; *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

#### 4.6. Officers.

(a) The Majority Members may, from time to time, designate one or more persons to be officers of the Company. No officer need be a resident of the State of Delaware, or a Member. Any officers so designated shall have such authority and perform such duties as the

Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

## ARTICLE V INDEMNIFICATION

5.1. *Right to Indemnification.* Subject to the limitations and conditions as provided in this ARTICLE V, each Person who was or is made a party or is threatened to be made a party to or is otherwise involved (including involvement as a witness) in any action, suit or proceeding, whether civil, criminal, administrative, arbitratative or investigative (hereinafter a "Proceeding"), by reason of the fact that he or she is or was a Member or officer of the Company or while a Member or officer of the Company is or was serving at the request of the Company as a director, officer, employee, partner, member, manager, trustee, fiduciary or agent of another foreign or domestic limited liability company, corporation, partnership, joint venture or other entity or enterprise, may be indemnified and held harmless by the Company to the fullest extent permitted by the Act, as the same exists or may hereafter be amended, against all expense, liability and loss (including attorney's fees, judgments, fines, excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Person in connection with such Proceeding; *provided* that such Person acted in good faith and in a manner such Person reasonably believed to be in, or not opposed to, the best interests of the Company, and indemnification under this ARTICLE V shall continue as to a Person who has ceased to serve in the capacity which initially entitled such Person to indemnity hereunder. If the Company elects to provide indemnification hereunder, such rights granted pursuant to this ARTICLE V shall be a contract right, and no amendment, modification or repeal of this ARTICLE V shall adversely affect such rights of any Member or officer in respect of any act, omission or condition existing or event or circumstance occurring prior to the time of such amendment, repeal or modification. It is expressly acknowledged that the indemnification provided in this ARTICLE V could involve indemnification for negligence or under theories of strict liability.

5.2. *Advance Payment.* The right to indemnification conferred in this ARTICLE V may include the right to be paid or reimbursed by the Company the reasonable expenses incurred by a Person of the type entitled to be indemnified under Section 5.1 who was, is or is threatened to be made a named defendant or respondent in a Proceeding in advance of the final disposition of the

Proceeding and without any determination as to the Person's ultimate entitlement to indemnification; *provided, however*, that the payment of such expenses incurred by any such Person in advance of the final disposition of a Proceeding shall be made only upon delivery to the Company of a written affirmation by such Person of a good faith belief that such Person has met the standard of conduct necessary for indemnification under this ARTICLE V and a written undertaking, by or on behalf of such Person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified Person is not entitled to be indemnified under this ARTICLE V or otherwise.

*5.3. Indemnification of Employees and Agents.* The Company may indemnify and advance expenses to an employee or agent of the Company to the same extent and subject to the same conditions under which it may indemnify and advance expenses to Persons who are not or were not Members or officers of the Company but who are or were serving at the request of the Company as a manager, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in such a capacity or arising out of his status as such a Person to the same extent that it may indemnify and advance expenses to Members and officers under this ARTICLE V.

*5.4. Appearance as a Witness.* Notwithstanding any other provision of this ARTICLE V, the Company may pay or reimburse expenses incurred by a Member or officer in connection with his appearance as a witness or other participation in a Proceeding at a time when such Person is not a named defendant or respondent in the Proceeding.

*5.5. Nonexclusivity of Rights.* The right to indemnification and the advancement and payment of expenses conferred in this ARTICLE V shall not be exclusive of any other right which a Member, officer or other Person indemnified pursuant to Section 5.3 may have or hereafter acquire under any law (common or statutory), provision of the Certificate or this Agreement, vote of Members or otherwise.

*5.6. Insurance.* The Company may purchase and maintain insurance, at its expense, to protect itself and any Person who is or was serving as a Member, officer or agent of the Company or is or was serving at the request of the Company as a manager, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any expense, liability or loss, whether or not the Company would have the power to indemnify such Person against such expense, liability or loss under this ARTICLE V.

*5.7. Savings Clause.* If this ARTICLE V or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Member or any other Person indemnified pursuant to this ARTICLE V as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative to the full extent permitted by any applicable portion of this

ARTICLE V that shall not have been invalidated and to the fullest extent permitted by applicable law.

5.8. *Waiver of Fiduciary Duties.* The provisions of this Agreement to the extent that they expand or restrict the duties (including fiduciary duties) and liabilities of any Member or other Person bound hereby otherwise existing at law or in equity are agreed by the Members and such other Persons to expand or restrict such duties and liabilities of such Member or other Person. Whenever in this Agreement a Member is permitted to make a decision in its “sole discretion” or in its “discretion,” a Member shall be entitled to consider only such interests and factors as it desires, including its own interests, and shall to the fullest extent permitted by applicable law, have no duty or obligation to give any consideration to any interest of or factors affecting the Company or any other Member. Any such decision shall be final and binding.

#### **ARTICLE VI TAXES AND BOOKS**

6.1. *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2. *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

#### **ARTICLE VII TRANSFERS**

7.1. *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member’s Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2. *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7.3. *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

*7.4. Effect of Assignment.*

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

*7.5. Effect of Incapacity.* Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

**ARTICLE VIII  
DISSOLUTION, LIQUIDATION AND TERMINATION**

8.1. *Dissolution.* The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

- (a) the written consent of the Majority Members; and
- (b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act.

8.2. *Liquidation and Termination.* On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

- (a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and
- (b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3. *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

## **ARTICLE IX GENERAL PROVISIONS**

9.1. *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested or by delivering that writing to the recipient in person, by courier, or by facsimile transmission; and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it. All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

9.2. *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3. *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4. *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.



9.5. *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6. *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7. *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

IN WITNESS WHEREOF, the sole Member has executed this Agreement as of the date first set forth above.

SOLE MEMBER:

NRG ENERGY, INC.

By: /s/ Scott J. Davido

Name: Scott J. Davido

Title: Senior Vice President, General Counsel and Secretary

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*SCHEDULE A*

MEMBERS	UNITS
NRG Energy, Inc.	1,000
<b>TOTAL</b>	1,000

*State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 11:26 PM 12/21/2006  
FILED 11:13 PM 12/21/2006  
SRV 061178467 - 4273256 FILE*

**CERTIFICATE OF FORMATION  
OF  
NRG TEXAS MAINTENANCE SERVICES LLC**

This Certificate of Formation, dated December 21, 2006, has been duly executed and is filed pursuant to Section 18-201 of the Delaware Limited Liability Company Act (the "Act") to form a limited liability company (the "Company") under the Act.

1. **Name.** The name of the Company is "NRG Texas Maintenance Services LLC".
2. **Registered Office; Registered Agent.** The address of the registered office required to be maintained by Section 18-104 of the Act is:

Corporation Trust Center  
1209 Orange Street  
Wilmington, Delaware 19801

The name and address of the registered agent for service of process required to be maintained by Section 18-104 of the Act are:

The Corporation Trust Company  
Corporation Trust Center  
1209 Orange Street  
Wilmington, Delaware 19801

**EXECUTED** as of the date first written above.

/s/ Steve Winn  
Steve Winn, Authorized Person

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*State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 12:43 PM 04/27/2007  
FILED 12:35 PM 04/27/2007  
SRV 070487729 – 4273256 FILE*

**STATE OF DELAWARE  
CERTIFICATE OF AMENDMENT**

1. Name of Limited Liability Company:  
**NRG Texas Maintenance Services LLC**
  
2. The Certificate of Formation of the limited liability company is hereby amended as follows:  
**“1. Name: The name of the Company is “NRG Maintenance Services LLC.”**

**IN WITNESS WHEREOF**, the undersigned have executed this Certificate on the 26<sup>th</sup> day of April, A.D. 2007.

SOLE MEMBER:

NRG TEXAS LP

By: New Genco GP, LLC  
It's Managing Partner

/s/ Thad Hill  
Thad Hill, Authorized Person

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**SECOND AMENDED AND RESTATED  
LIMITED LIABILITY COMPANY AGREEMENT  
OF  
NRG MAINTENANCE SERVICES LLC  
a Delaware Limited Liability Company**

THIS SECOND AMENDED & RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “**Agreement**”) of NRG MAINTENANCE SERVICES LLC (the “**Company**”), dated as of December 1, 2010 is adopted by, and executed and agreed to, for good and valuable consideration, by the sole member of the Company, NRG Energy Services Group LLC, a Delaware limited liability company.

**ARTICLE I  
DEFINITIONS**

1.1 *Definitions.* As used in this Agreement, the following terms have the following meanings:

“Act” means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

“Agreement” has the meaning given that term in the introductory paragraph.

“Capital Contribution” means the aggregate contribution by a Member to the capital of the Company.

“Certificate” has the meaning given that term in Section 2.1.

“Company” means NRG Maintenance Services LLC, a Delaware limited liability company.

“Dispose,” “Disposed,” “Disposing” or “Disposition” means a sale, assignment, transfer, exchange, mortgage, pledge, grant of a security interest or other disposition or encumbrance (including, without limitation, by operation of law) or the acts thereof.

“Incapacity” or “Incapacitated” means (a) with respect to a natural person, the bankruptcy, death, incompetency or insanity of such person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

“Majority Members” means Members holding a majority of the Units owned by all Members or if there is only one Member, such Member.

“Member” means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

“Person” means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

“Proceeding” has the meaning given such term in Section 5.1.

“Units” means the units of each Member representing such Member’s interest in the income, gains, losses, deductions and expenses of the Company as set forth on Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2 *Construction.* Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

## **ARTICLE II ORGANIZATION**

2.1 *Formation.* The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the “**Certificate**”) under and pursuant to the Act.

2.2 *Name.* The name of the Company is “NRG Maintenance Services LLC” and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3 *Registered Office; Registered Agent; Principal Office; Other Offices.* The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4 *Purposes.* The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5 *Foreign Qualification.* Prior to the Company’s conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6 *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7 *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venture of any other Member, for any purposes other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8 *Unit Certificates.* The number of authorized Units shall initially be one thousand (1,000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, shall be recorded in a register thereof maintained by the Company, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine.

### **ARTICLE III MEMBERS, UNITS AND DISTRIBUTIONS**

#### 3.1 *Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2 *Liability of Members.* Except as otherwise required by applicable law and as explicitly set forth in this Agreement, no Member shall have any personal liability whatsoever in its capacity as a Member, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other



obligations of the Company or for any losses of the Company, and therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein. To the extent that, at law or in equity, a Member or other Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or another Person, such Member or other Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement.

3.3 *Member Units.* Each Member's interest in the Company, including such Member's interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4 *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5 *Distributions.* Subject to the provision of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

#### **ARTICLE IV MANAGEMENT**

4.1 *Management by the Members.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Majority Members, and the Majority Members shall make all decisions and take all actions for the Company.

4.2 *Actions by Members; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Majority Members shall act through (i) meetings and written consents pursuant to Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles (including, without limitation, chairman, chief executive officer, president, vice president, secretary, assistant secretary, treasurer and assistant treasurer) to any such Persons and delegate to such other individuals certain authority and duties. Any number of titles may be held by the same individual. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3 *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Majority Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4 *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5 *Conflicts of Interest.* Each Member and officer of the Company at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation to offer to the Company or any other Member or officer the right to participate therein. The Company may transact business with any Member, officer or affiliate thereof *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6 *Officers.*

(a) The Majority Members may, from time to time, designate one or more persons to be officers of the Company. No officer need be a resident of the State of Delaware, or a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

**ARTICLE V  
INDEMNIFICATION**

5.1 *Exculpation.* Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, none of the Members, managers, or any other officers, directors, stockholders, partners, employees, affiliates, representatives, or agents of any of the foregoing, nor any officer, employee, representative or agent of the Company (individually, a "Covered Person" and collectively, the "Covered Persons") shall be liable to the Company or any other person bound by this Agreement for any act or omission (in relation to the Company, its property or the conduct of its business or affairs, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted by a Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

5.2 *Indemnification.* To the fullest extent permitted by law, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative ("Claims"), in which the Covered Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Section 5.2 with respect to (i) any

Claim with respect to which such Covered Person has engaged in fraud, willful misconduct, bad faith or gross negligence or (ii) any Claim initiated by such Covered Person unless such Claim (or part thereof) (A) was brought to enforce such Covered Person's rights to indemnification hereunder or (B) was authorized or consented to by the Board. Expenses incurred by a Covered Person in defending any Claim shall be paid by the Company in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Section 5.2.

5.3 *Amendments.* Any repeal or modification of this Article V by the Members shall not adversely affect any rights of such Covered Person pursuant to this Article V, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

#### **ARTICLE VI TAXES AND BOOKS**

6.1 *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2 *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

#### **ARTICLE VII TRANSFERS**

7.1 *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member's Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2 *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7.3 *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of

such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4 *Effect of Assignment.*

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5 *Effect of Incapacity.* Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

**ARTICLE VIII  
DISSOLUTION, LIQUIDATION AND TERMINATION**

8.1 *Dissolution.* The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

- (a) the written consent of the Majority Members; and
- (b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or
- (c) on the date set forth in the Certificate.

8.2 *Liquidation and Termination.* On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

- (a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses

incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and

(b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3 *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

## ARTICLE IX GENERAL PROVISIONS

9.1 *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested or by delivering that writing to the recipient in person, by courier, or by facsimile transmission; and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it. All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

9.2 *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3 *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance

by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4 *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5 *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6 *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7 *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

\* \* \* \* \*

IN WITNESS WHEREOF, the sole Member has executed this Agreement as of the date first set forth above.

SOLE MEMBER:

**NRG ENERGY SERVICES GROUP LLC**

/s/ Lynne Przychodzki

Lynne Przychodzki

Assistant Secretary



*SCHEDULE A*

<b>MEMBERS</b>	<b>UNITS</b>
NRG ENERGY SERVICES GROUP LLC	1,000
<b>TOTAL</b>	<b>1,000</b>

STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 01:00 PM 09/21/1999  
991394429 - 3099526

**CERTIFICATE OF INCORPORATION  
OF  
NRG MEXTRANS INC.**

FIRST. The name of the corporation is NRG Mextrans Inc.

SECOND. The address of the corporation's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801 (New Castle County). The name of its registered agent at such address is The Corporation Trust Company.

THIRD. The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH. The total number of shares which the corporation shall have authority to issue is 1,000 shares of capital stock, and the par value of each such share is \$1.00 per share.

FIFTH. The name and mailing address of the incorporator is Kathryn J. Osteraas, 1221 Nicollet Mall, Suite 700, Minneapolis, Minnesota 55403.

SIXTH. The corporation is to have perpetual existence.

SEVENTH. The Board of Directors of the corporation is expressly authorized to make, alter or repeal by-laws of the corporation, but the stockholders may make additional by-laws and may alter or repeal any by-law, whether adopted by them or otherwise.

EIGHTH. Elections of directors need not be by written ballot except and to the extent provided in the by-laws of the corporation.

NINTH. The corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

TENTH. No director shall be personally liable to the corporation or any of its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (a) for any breach of the director's duty of loyalty to the corporation or its

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stockholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) pursuant to Section 174 of the General Corporation Law of Delaware or (d) for any transaction from which the director derived any improper personal benefit. Any repeal or modification of this Article Ninth by the stockholders of the corporation shall not adversely affect any right or protection of a director of the corporation existing at the time of such repeal or modification with respect to acts or omissions occurring prior to such repeal or modification.

The undersigned incorporator hereby acknowledges that the foregoing certificate of incorporation is his act and deed and that the facts stated therein are true.

/s/ Kathryn J. Oстераas

Kathryn J. Oстераas

Incorporator

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**BYLAWS  
OF  
NRG MEXTRANS INC.**

ARTICLE I

Stockholders

Section 1.1. Annual Meetings. An annual meeting of stockholders shall be held for the election of directors at such date, time and place, either within or without the State of Delaware, as may be designated by resolution of the Board of Directors from time to time. Any other proper business may be transacted at the annual meeting.

Section 1.2. Special Meetings. Special meetings of stockholders for any purpose or purposes may be called at any time by the Board of Directors, or by a committee of the Board of Directors which has been duly designated by the Board of Directors and whose powers and authority, as expressly provided in a resolution of the Board of Directors, include the power to call such meetings, but such special meetings may not be called by any other person or persons.

Section 1.3. Notice of Meetings. Whenever stockholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which shall state the place, date and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided by law, the certificate of incorporation or these bylaws, the written notice of any meeting shall be given not less than ten nor more than sixty days before the date of the meeting to each stockholder entitled to vote at such meeting. If mailed, such notice shall be deemed to be given when deposited in the mail, postage prepaid, directed to the stockholder at his, her or its address as it appears on the records of the corporation.

Section 1.4. Adjournments. Any meeting of stockholders, annual or special, may adjourn from time to time to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 1.5. Quorum. Except as otherwise provided by law, the certificate of incorporation or these bylaws, at each meeting of stockholders the presence in person or

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by proxy of the holders of shares of stock having a majority of the votes which could be cast by the holders of all outstanding shares of stock entitled to vote at the meeting shall be necessary and sufficient to constitute a quorum. In the absence of a quorum, the stockholders so present may, by majority vote, adjourn the meeting from time to time in the manner provided in Section 1.4 of these bylaws until a quorum shall attend. Shares of its own stock belonging to the corporation or to another corporation, if a majority of the shares entitled to vote in the election of directors of such other corporation is held, directly or indirectly, by the corporation, shall neither be entitled to vote nor be counted for quorum purposes; provided, however, that the foregoing shall not limit the right of the corporation to vote stock, including but not limited to its own stock, held by it in a fiduciary capacity.

Section 1.6. Organization. Meetings of stockholders shall be presided over by the Chairman of the Board, if any, or in his or her absence by the Vice Chairman of the Board, if any, or in his or her absence by the President, or in his or her absence by a Vice President, or in the absence of the foregoing persons by a chairman designated by the Board of Directors, or in the absence of such designation by a chairman chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his or her absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 1.7. Voting: Proxies. Except as otherwise provided by the certificate of incorporation, each stockholder entitled to vote at any meeting of stockholders shall be entitled to one vote for each share of stock held by him, her or it which has voting power upon the matter in question. Each stockholder entitled to vote at a meeting of stockholders may authorize another person or persons to act for him, her or it by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by filing an instrument in writing revoking the proxy or another duly executed proxy bearing a later date with the Secretary of the corporation. Voting at meetings of stockholders need not be by written ballot and need not be conducted by inspectors of election unless so determined by the holders of shares of stock having a majority of the votes which could be cast by the holders of all outstanding shares of stock entitled to vote thereon which are present in person or by proxy at such meeting. At all meetings of stockholders for the election of directors, a plurality of the votes cast shall be sufficient to elect. All other elections and questions shall, unless otherwise provided by law, the certificate of incorporation or these bylaws, be decided by the vote of the holders of shares of stock having a majority of the votes which could be cast by the holders of all shares of stock

entitled to vote thereon which are present in person or represented by proxy at the meeting.

Section 1.8. Fixing Date for Determination of Stockholders of Record. In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors and which record date: (1) in the case of determination of stockholders entitled to vote at any meeting of stockholders or adjournment thereof, shall, unless otherwise required by law, not be more than sixty nor less than ten days before the date of such meeting; (2) in the case of determination of stockholders entitled to express consent to corporate action in writing without a meeting, shall not be more than ten days from the date upon which the resolution fixing the record date is adopted by the Board of Directors and (3) in the case of any other action, shall not be more than sixty days prior to such other action. If no record date is fixed: (1) the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; (2) the record date for determining stockholders entitled to express consent to corporate action in writing without a meeting when no prior action of the Board of Directors is required by law, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the corporation in accordance with applicable law, or, if prior action by the Board of Directors is required by law, shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action and (3) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however that the Board of Directors may fix a new record date for the adjourned meeting.

Section 1.9. List of Stockholders Entitled to Vote. The Secretary shall prepare and make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least

ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof and may be inspected by any stockholder who is present. Upon the willful neglect or refusal of the directors to produce such a list at any meeting for the election of directors, they shall be ineligible for election to any office at such meeting. The stock ledger shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list of stockholders or the books of the corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 1.10. Action by Consent of Stockholders. Unless otherwise restricted by the certificate of incorporation, any action required or permitted to be taken at any annual or special meeting of the stockholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

## ARTICLE II

### Board of Directors

Section 2.1. Number: Qualifications. The Board of Directors shall consist of one or more members, the number thereof to be determined from time to time by resolution of the Board of Directors. Directors need not be stockholders.

Section 2.2. Election; Resignation; Removal; Vacancies. The Board of Directors shall initially consist of the persons named as directors in the certificate of incorporation, or a subsequent action of the incorporator, and each director so elected shall hold office until the first annual meeting of stockholders or until his or her successor is elected and qualified. At the first annual meeting of stockholders and at each annual meeting thereafter, the stockholders shall elect directors, each of whom shall hold office for a term of one year or until his or her successor is elected and qualified. Any director may resign at any time upon written notice to the corporation. Any newly created directorship or any vacancy occurring in the Board of Directors for any cause may be filled by a majority of the remaining members of the Board of Directors, although such majority is less than a quorum, or by a plurality of the votes cast at a meeting of stockholders, and each director so elected shall hold office until the expiration of the

term of office of the director whom he or she has replaced or until his or her successor is elected and qualified.

Section 2.3. Regular Meetings. Regular meetings of the Board of Directors may be held at such places within or without the State of Delaware and at such times as the Board of Directors may from time to time determine, and if so determined, notices thereof need not be given.

Section 2.4. Special Meetings. Special meetings of the Board of Directors may be held at any time or place within or without the State of Delaware whenever called by the President, any Vice President, the Secretary, or by any member of the Board of Directors. Notice of a special meeting of the Board of Directors shall be given by the person or persons calling the meeting at least twenty-four hours before the special meeting.

Section 2.5. Telephonic Meetings Permitted. Members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting thereof by means of conference telephone or similar communications equipment in which all persons participating in the meeting can hear each other, and participation in the meeting pursuant to this bylaw shall constitute presence in person at such meeting.

Section 2.6. Quorum; Vote Required for Action. At all meetings of the Board of Directors a majority of the whole Board of Directors shall constitute a quorum for the transaction of business. Except in cases in which the certificate of incorporation or these bylaws otherwise provide, the vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 2.7. Organization. Meetings of the Board of Directors shall be presided over by the Chairman of the Board, if any, or in his or her absence by the Vice Chairman of the Board, if any, or in his or her absence by the President, or in their absence by a chairman chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his or her absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 2.8. Informal Action by Directors. Unless otherwise restricted by the certificate of incorporation or these bylaws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board of Directors or such committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or such committee.



### ARTICLE III

#### Committees

Section 3.1. Committees. The Board of Directors may, by resolution passed by a majority of the whole Board of Directors, designate one or more committees, each committee to consist of one or more of the directors of the corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of the committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he, she or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of any such absent or disqualified member. Any such committee, to the extent permitted by law and to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation (if any) to be affixed to all papers which may require it.

Section 3.2. Committee Rules. Unless the Board of Directors otherwise provides, each committee designated by the Board of Directors may make, alter and repeal rules for the conduct of its business. In the absence of such rules each committee shall conduct its business in the same manner as the Board of Directors conducts its business pursuant to Article III of these bylaws.

### ARTICLE IV

#### Officers

Section 4.1. Executive Officers; Election; Qualifications; Term of Office; Resignation; Removal; Vacancies. The Board of Directors shall elect a President and Secretary, and it may, if it so determines, choose a Chairman of the Board and a Vice Chairman of the Board from among its members. The Board of Directors may also choose one or more Vice Presidents, one or more Assistant Secretaries, a Treasurer and one or more Assistant Treasurers. Each such officer shall hold office until the first meeting of the Board of Directors after the annual meeting of stockholders next succeeding his or her election, and until his or her successor is elected and qualified or until his or her earlier resignation or removal. Any officer may resign at any time upon written notice to the corporation. The Board of Directors may remove any officer with or without cause at any time, but such removal shall be without prejudice to the

contractual rights of such officer, if any, with the corporation. Any number of offices may be held by the same person. Any vacancy occurring in any office of the corporation by death, resignation, removal or otherwise may be filled for the unexpired portion of the term by the Board of Directors at any regular or special meeting.

Section 4.2. Powers and Duties of Executive Officers. The officers of the corporation shall have such powers and duties in the management of the corporation as may be prescribed by the Board of Directors and, to the extent not so provided, as generally pertain to their respective offices, subject to the control of the Board of Directors. The Board of Directors may require any officer, agent or employee to give security for the faithful performance of his or her duties.

## ARTICLE V

### Stock

Section 5.1. Certificates. Every holder of stock shall be entitled to have a certificate signed by or in the name of the corporation by the Chairman or a Vice Chairman of the Board of Directors, if any, or the President or a Vice President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary, of the corporation, certifying the number of shares owned by him, her or it in the corporation. Any of or all the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if he or she were such officer, transfer agent or registrar at the date of issue.

Section 5.2. Lost, Stolen or Destroyed Stock Certificates; Issuance of New Certificates. The corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the corporation may require the owner of the lost, stolen or destroyed certificate, or his, her or its legal representative, to give the corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

## ARTICLE VI

### Indemnification

Section 6.1. Right to Indemnification. The corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "proceeding") by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, enterprise or non-profit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses reasonably incurred by such person. The corporation shall be required to indemnify a person in connection with a proceeding initiated by such person only if the proceeding was authorized by the Board of Directors of the corporation.

Section 6.2. Repayment of Expenses. The corporation shall pay the expenses incurred in defending any proceeding in advance of its final disposition; provided, however, that the payment of expenses incurred by a director or officer in advance of the final disposition of the proceeding shall be made only upon receipt of an undertaking by the director or officer to repay all amounts advanced if it should be ultimately determined that the director or officer is not entitled to be indemnified under this Article or otherwise.

Section 6.3. Claims. If a claim for indemnification or payment of expenses under this Article is not paid in full within sixty days after a written claim therefor has been received by the corporation the claimant may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the corporation shall have the burden of proving that the claimant was not entitled to the requested indemnification or payment of expenses under applicable law.

Section 6.4. Non-Exclusivity of Rights. The rights conferred on any person by this Article VI shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, provision of the certificate or incorporation, these bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

Section 6.5. Other Indemnification. The corporation's obligation, if any, to indemnify any person who was or is serving at its request as a director, officer,

employee or agent of another corporation, partnership, joint venture, trust, enterprise or non-profit entity shall be reduced by any amount such person may collect as indemnification from such other corporation, partnership, joint venture, trust, enterprise or non-profit entity.

Section 6.6. Amendment or Repeal. Any repeal or modification of the foregoing provisions of this Article VI shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification.

## ARTICLE VII

### Miscellaneous

Section 7.1. Fiscal Year. The fiscal year of the corporation shall be determined by resolution of the Board of Directors.

Section 7.2. Seal. The Board of Directors shall determine whether or not the corporation shall have a corporate seal. The corporate seal (if any) shall have the name of the corporation inscribed thereon and shall be in such form as may be approved from time to time by the Board of Directors.

Section 7.3. Waiver of Notice of Meetings of Stockholders, Directors and Committees. Any written waiver of notice, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of any regular or special meeting of the stockholders, directors, or members of a committee of directors need be specified in any written waiver of notice.

Section 7.4. Interested Directors; Quorum. No contract or transaction between the corporation and one or more of its directors or officers, or between the corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his, her or their votes are counted for such purpose, if: (1) the material facts as to his, her or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of

Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (2) the material facts as to his, her or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders or (3) the contract or transaction is fair as to the corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof, or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction. Nothing in this Section 7.4 shall be construed to imply that any contract or transaction between the corporation and Northern States Power Company ("NSP"), or between the corporation and any other corporation that is a direct or indirect wholly-owned subsidiary of NSP, shall be void or voidable, whether or not such contract or transaction complies with the requirements of clauses (1), (2) or (3) of the immediately preceding sentence.

Section 7.5. Form of Records. Any records maintained by the corporation in the regular course of its business, including its stock ledger, books of account and minute books, may be kept on, or be in the form of, punch cards, magnetic tape, photographs, microphotographs or any other information storage device, provided that the records so kept can be converted into clearly legible form within a reasonable time. The corporation shall so convert any records so kept upon the request of any person entitled to inspect the same.

Section 7.6. Amendment of Bylaws. These bylaws may be altered or repealed, and new bylaws made, by the Board of Directors, but the stockholders may make additional bylaws and may alter and repeal any bylaws whether adopted by them or otherwise.

**UNANIMOUS WRITTEN CONSENT  
OF THE BOARD OF DIRECTORS OF  
NRG MEXTRANS INC.**

The undersigned, being all of the members of the Board of Directors of NRG Mextrans Inc., a Delaware corporation (the "Company"), do hereby adopt, by unanimous written consent, the following resolutions, effective as of September 21, 1999:

**RESOLVED**, that the President, the Treasurer and any Assistant Treasurer of the Company be, and each of them hereby is, designated as an "Authorized Signatory" and each is authorized by written notice to:

- (i) designate a bank or banks as a depository or depositories of the Company (each a "Bank");
  - (ii) authorize the establishment therein of a bank account or bank accounts;
  - (iii) make credit arrangements and borrow funds in the name of the Company for such amounts, for such times, at such rates of interest or discount, and upon such terms and conditions as deemed appropriate;
  - (iv) direct the Secretary or any Assistant Secretary of the Company to appoint and remove, from time to time, one or more employees of the Company, or its affiliates, as Authorized Signatories;
  - (v) provide to the Secretary or any Assistant Secretary of the Company executed wire transfer security agreements and executed wire transfer procedural authorization documents to be transmitted to each Bank requiring or requested to accept such wire transfer security agreements or wire transfer procedural authorization documents;
  - (vi) make arrangements to sell, pledge, assign and endorse for sale or transfer and arrange for delivery of bills and accounts receivable, stock, bonds, or other property of the Company as security; and
  - (vii) arrange for the withdrawal of funds and securities as may be necessary to effectuate the foregoing.
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**RESOLVED FURTHER**, that any check, draft, note or order drawn against Company funds on deposit at a Bank shall be signed by, or bear a facsimile of a signature of, any Authorized Signatory which signature or facsimile thereof shall be duly certified to the Bank by the Secretary or any Assistant Secretary of the Company, the Bank hereby is authorized and requested to honor and pay each such check, draft, note or order so drawn and no check, draft, note or order drawn against the Bank shall be valid unless so executed, except where otherwise authorized.

**RESOLVED FURTHER**, that, by written, telephonic, electronic or oral instructions to the Bank that comply with executed wire transfer security agreements with the Bank and executed wire transfer procedural authorization documents, any Authorized Signatory may authorize payment, transfer or withdrawal of Company funds on deposit with the Bank by wire, or otherwise without any written order being issued to the Bank with respect to such payment, transfer or withdrawal of funds and the Bank hereby is authorized and directed to honor any such request for payment, transfer or withdrawal of Company funds.

**RESOLVED FURTHER**, that the Secretary or any Assistant Secretary of the Company is authorized and instructed to furnish to each Bank a written list of Authorized Signatories, to give prompt written notice to each Bank of any change of Authorized Signatories and to provide each Bank with a specimen of the manual signature or a facsimile signature, or both, of each Authorized Signatory.

**RESOLVED FURTHER**, that the Secretary or any Assistant Secretary of the Company is authorized and instructed to furnish to each Bank a certified copy of each executed wire transfer security agreement with said Bank and each executed wire transfer procedural authorization document signed by the President, the Treasurer or any Assistant Treasurer, and any amendments thereto.

**RESOLVED FURTHER**, that the Secretary or any Assistant Secretary of the Company is authorized and instructed to transmit certified copies of these resolutions to each Bank and that each such Bank is authorized to rely upon such certificate until advised of any changes therein by the Secretary or any Assistant Secretary of the Company.

**RESOLVED FURTHER**, that in addition to the specific authorizations heretofore conferred, the President, the Treasurer, any Assistant Treasurer, the Secretary and any Assistant Secretary be, and each of them hereby is, authorized and empowered to do or cause to be done any and all such further acts and things, including the execution and delivery of any such further papers, documents and

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instruments as they may deem necessary or appropriate in order to complete and carry into effect the intents and purposes of the foregoing resolutions.

**RESOLVED FURTHER**, that any acts or instruments of the kind mentioned in these resolutions, heretofore done or executed by any of said officers on behalf of the Company, are hereby adopted, ratified and confirmed.

/s/ David H. Peterson  
David H. Peterson

/s/ Craig A. Mataczynski  
Craig A. Mataczynski

/s/ Stanley M. Marks  
Stanley M. Marks

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STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 11:30 AM 10/28/1997  
971364331 - 2813644

**CERTIFICATE OF INCORPORATION  
OF  
NRG PACGEN INC.**

FIRST. The name of the corporation is NRG PacGen Inc.

SECOND. The address of the corporation's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801 (New Castle County). The name of its registered agent at such address is The Corporation Trust Company.

THIRD. The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH. The total number of shares which the corporation shall have authority to issue is 1,000 shares of capital stock, and the par value of each such share is \$1.00 per share.

FIFTH. The name and mailing address of the incorporator is Michael J. Young, 1221 Nicollet Mall, Suite 700, Minneapolis, Minnesota 55403.

SIXTH. The corporation is to have perpetual existence.

SEVENTH. The Board of Directors of the corporation is expressly authorized to make, alter or repeal by-laws of the corporation, but the stockholders may make additional by-laws and may alter or repeal any by-law, whether adopted by them or otherwise.

EIGHTH. Elections of directors need not be by written ballot except and to the extent provided in the by-laws of the corporation.

NINTH. The corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

TENTH. No director shall be personally liable to the corporation or any of its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (a) for any breach of the director's duty of loyalty to the corporation or its

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stockholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) pursuant to Section 174 of the General Corporation Law of Delaware or (d) for any transaction from which the director derived any improper personal benefit. Any repeal or modification of this Article Ninth by the stockholders of the corporation shall not adversely affect any right or protection of a director of the corporation existing at the time of such repeal or modification with respect to acts or omissions occurring prior to such repeal or modification.

The undersigned incorporator hereby acknowledges that the foregoing certificate of incorporation is his act and deed and that the facts stated therein are true.

/s/ Michael J. Young

Michael J. Young

Incorporator

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**BYLAWS  
OF  
NRG PACGEN INC.**

ARTICLE I

Stockholders

Section 1.1. Annual Meetings. An annual meeting of stockholders shall be held for the election of directors at such date, time and place, either within or without the State of Delaware, as may be designated by resolution of the Board of Directors from time to time. Any other proper business may be transacted at the annual meeting.

Section 1.2. Special Meetings. Special meetings of stockholders for any purpose or purposes may be called at any time by the Board of Directors, or by a committee of the Board of Directors which has been duly designated by the Board of Directors and whose powers and authority, as expressly provided in a resolution of the Board of Directors, include the power to call such meetings, but such special meetings may not be called by any other person or persons.

Section 1.3. Notice of Meetings. Whenever stockholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which shall state the place, date and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided by law, the certificate of incorporation or these bylaws, the written notice of any meeting shall be given not less than ten nor more than sixty days before the date of the meeting to each stockholder entitled to vote at such meeting. If mailed, such notice shall be deemed to be given when deposited in the mail, postage prepaid, directed to the stockholder at his, her or its address as it appears on the records of the corporation.

Section 1.4. Adjournments. Any meeting of stockholders, annual or special, may adjourn from time to time to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

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Section 1.5. Quorum. Except as otherwise provided by law, the certificate of incorporation or these bylaws, at each meeting of stockholders the presence in person or by proxy of the holders of shares of stock having a majority of the votes which could be cast by the holders of all outstanding shares of stock entitled to vote at the meeting shall be necessary and sufficient to constitute a quorum. In the absence of a quorum, the stockholders so present may, by majority vote, adjourn the meeting from time to time in the manner provided in Section 1.4 of these bylaws until a quorum shall attend. Shares of its own stock belonging to the corporation or to another corporation, if a majority of the shares entitled to vote in the election of directors of such other corporation is held, directly or indirectly, by the corporation, shall neither be entitled to vote nor be counted for quorum purposes; provided, however, that the foregoing shall not limit the right of the corporation to vote stock, including but not limited to its own stock, held by it in a fiduciary capacity.

Section 1.6. Organization. Meetings of stockholders shall be presided over by the Chairman of the Board, if any, or in his or her absence by the Vice Chairman of the Board, if any, or in his or her absence by the President, or in his or her absence by a Vice President, or in the absence of the foregoing persons by a chairman designated by the Board of Directors, or in the absence of such designation by a chairman chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his or her absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 1.7. Voting; Proxies. Except as otherwise provided by the certificate of incorporation, each stockholder entitled to vote at any meeting of stockholders shall be entitled to one vote for each share of stock held by him, her or it which has voting power upon the matter in question. Each stockholder entitled to vote at a meeting of stockholders may authorize another person or persons to act for him, her or it by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by filing an instrument in writing revoking the proxy or another duly executed proxy bearing a later date with the Secretary of the corporation. Voting at meetings of stockholders need not be by written ballot and need not be conducted by inspectors of election unless so determined by the holders of shares of stock having a majority of the votes which could be cast by the holders of all outstanding shares of stock entitled to vote thereon which are present in person or by proxy at such meeting. At all meetings of stockholders for the election of directors, a plurality of the votes cast shall be sufficient to elect. All other elections and questions shall, unless otherwise provided by law, the certificate of incorporation or these bylaws, be decided by the vote of the holders of shares of stock

having a majority of the votes which could be cast by the holders of all shares of stock entitled to vote thereon which are present in person or represented by proxy at the meeting.

Section 1.8. Fixing Date for Determination of Stockholders of Record. In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors and which record date: (1) in the case of determination of stockholders entitled to vote at any meeting of stockholders or adjournment thereof, shall, unless otherwise required by law, not be more than sixty nor less than ten days before the date of such meeting; (2) in the case of determination of stockholders entitled to express consent to corporate action in writing without a meeting, shall not be more than ten days from the date upon which the resolution fixing the record date is adopted by the Board of Directors and (3) in the case of any other action, shall not be more than sixty days prior to such other action. If no record date is fixed: (1) the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; (2) the record date for determining stockholders entitled to express consent to corporate action in writing without a meeting when no prior action of the Board of Directors is required by law, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the corporation in accordance with applicable law, or, if prior action by the Board of Directors is required by law, shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action and (3) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however that the Board of Directors may fix a new record date for the adjourned meeting.

Section 1.9. List of Stockholders Entitled to Vote. The Secretary shall prepare and make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any

purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof and may be inspected by any stockholder who is present. Upon the willful neglect or refusal of the directors to produce such a list at any meeting for the election of directors, they shall be ineligible for election to any office at such meeting. The stock ledger shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list of stockholders or the books of the corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 1.10. Action By Consent of Stockholders. Unless otherwise restricted by the certificate of incorporation, any action required or permitted to be taken at any annual or special meeting of the stockholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

## ARTICLE II

### Board of Directors

Section 2.1. Number: Qualifications. The Board of Directors shall consist of one or more members, the number thereof to be determined from time to time by resolution of the Board of Directors. Directors need not be stockholders.

Section 2.2. Election; Resignation; Removal; Vacancies. The Board of Directors shall initially consist of the persons named as directors in the certificate of incorporation, or a subsequent action of the incorporator, and each director so elected shall hold office until the first annual meeting of stockholders or until his or her successor is elected and qualified. At the first annual meeting of stockholders and at each annual meeting thereafter, the stockholders shall elect directors, each of whom shall hold office for a term of one year or until his or her successor is elected and qualified. Any director may resign at any time upon written notice to the corporation. Any newly created directorship or any vacancy occurring in the Board of Directors for any cause may be filled by a majority of the remaining members of the Board of Directors, although such majority is less than a quorum, or by a plurality of the votes cast at a meeting of

stockholders, and each director so elected shall hold office until the expiration of the term of office of the director whom he or she has replaced or until his or her successor is elected and qualified.

Section 2.3. Regular Meetings. Regular meetings of the Board of Directors may be held at such places within or without the State of Delaware and at such times as the Board of Directors may from time to time determine, and if so determined, notices thereof need not be given.

Section 2.4. Special Meetings. Special meetings of the Board of Directors may be held at any time or place within or without the State of Delaware whenever called by the President, any Vice President, the Secretary, or by any member of the Board of Directors. Notice of a special meeting of the Board of Directors shall be given by the person or persons calling the meeting at least twenty-four hours before the special meeting.

Section 2.5. Telephonic Meetings Permitted. Members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting thereof by means of conference telephone or similar communications equipment in which all persons participating in the meeting can hear each other, and participation in the meeting pursuant to this bylaw shall constitute presence in person at such meeting.

Section 2.6. Quorum: Vote Required for Action. At all meetings of the Board of Directors a majority of the whole Board of Directors shall constitute a quorum for the transaction of business. Except in cases in which the certificate of incorporation or these bylaws otherwise provide, the vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 2.7. Organization. Meetings of the Board of Directors shall be presided over by the Chairman of the Board, if any, or in his or her absence by the Vice Chairman of the Board, if any, or in his or her absence by the President, or in their absence by a chairman chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his or her absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 2.8. Informal Action by Directors. Unless otherwise restricted by the certificate of incorporation or these bylaws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board of Directors or such committee, as the

case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or such committee.

### ARTICLE III

#### Committees

Section 3.1. Committees. The Board of Directors may, by resolution passed by a majority of the whole Board of Directors, designate one or more committees, each committee to consist of one or more of the directors of the corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of the committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he, she or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of any such absent or disqualified member. Any such committee, to the extent permitted by law and to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation (if any) to be affixed to all papers which may require it.

Section 3.2. Committee Rules. Unless the Board of Directors otherwise provides, each committee designated by the Board of Directors may make, alter and repeal rules for the conduct of its business. In the absence of such rules each committee shall conduct its business in the same manner as the Board of Directors conducts its business pursuant to Article III of these bylaws.

### ARTICLE IV

#### Officers

Section 4.1. Executive Officers; Election; Qualifications; Term of Office; Resignation; Removal; Vacancies. The Board of Directors shall elect a President and Secretary, and it may, if it so determines, choose a Chairman of the Board and a Vice Chairman of the Board from among its members. The Board of Directors may also choose one or more Vice Presidents, one or more Assistant Secretaries, a Treasurer and one or more Assistant Treasurers. Each such officer shall hold office until the first meeting of the Board of Directors after the annual meeting of stockholders next succeeding his or her election, and until his or her successor is elected and qualified or until his or her earlier resignation or removal. Any officer may resign at any time upon



written notice to the corporation. The Board of Directors may remove any officer with or without cause at any time, but such removal shall be without prejudice to the contractual rights of such officer, if any, with the corporation. Any number of offices may be held by the same person. Any vacancy occurring in any office of the corporation by death, resignation, removal or otherwise may be filled for the unexpired portion of the term by the Board of Directors at any regular or special meeting.

Section 4.2. Powers and Duties of Executive Officers. The officers of the corporation shall have such powers and duties in the management of the corporation as may be prescribed by the Board of Directors and, to the extent not so provided, as generally pertain to their respective offices, subject to the control of the Board of Directors. The Board of Directors may require any officer, agent or employee to give security for the faithful performance of his or her duties.

## ARTICLE V

### Stock

Section 5.1. Certificates. Every holder of stock shall be entitled to have a certificate signed by or in the name of the corporation by the Chairman or a Vice Chairman of the Board of Directors, if any, or the President or a Vice President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary, of the corporation, certifying the number of shares owned by him, her or it in the corporation. Any of or all the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if he or she were such officer, transfer agent or registrar at the date of issue.

Section 5.2. Lost, Stolen or Destroyed Stock Certificates; Issuance of New Certificates. The corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the corporation may require the owner of the lost, stolen or destroyed certificate, or his, her or its legal representative, to give the corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

## ARTICLE VI

### Indemnification

Section 6.1. Right to Indemnification. The corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "proceeding") by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, enterprise or non-profit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses reasonably incurred by such person. The corporation shall be required to indemnify a person in connection with a proceeding initiated by such person only if the proceeding was authorized by the Board of Directors of the corporation.

Section 6.2. Repayment of Expenses. The corporation shall pay the expenses incurred in defending any proceeding in advance of its final disposition; provided, however, that the payment of expenses incurred by a director or officer in advance of the final disposition of the proceeding shall be made only upon receipt of an undertaking by the director or officer to repay all amounts advanced if it should be ultimately determined that the director or officer is not entitled to be indemnified under this Article or otherwise.

Section 6.3. Claims. If a claim for indemnification or payment of expenses under this Article is not paid in full within sixty days after a written claim therefor has been received by the corporation the claimant may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the corporation shall have the burden of proving that the claimant was not entitled to the requested indemnification or payment of expenses under applicable law.

Section 6.4. Non-Exclusivity of Rights. The rights conferred on any person by this Article VI shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, provision of the certificate or incorporation, these bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

Section 6.5. Other Indemnification. The corporation's obligation, if any, to indemnify any person who was or is serving at its request as a director, officer,

employee or agent of another corporation, partnership, joint venture, trust, enterprise or non-profit entity shall be reduced by any amount such person may collect as indemnification from such other corporation, partnership, joint venture, trust, enterprise or non-profit entity.

Section 6.6. Amendment or Repeal. Any repeal or modification of the foregoing provisions of this Article VI shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification.

## ARTICLE VII

### Miscellaneous

Section 7.1. Fiscal Year. The fiscal year of the corporation shall be determined by resolution of the Board of Directors.

Section 7.2. Seal. The Board of Directors shall determine whether or not the corporation shall have a corporate seal. The corporate seal (if any) shall have the name of the corporation inscribed thereon and shall be in such form as may be approved from time to time by the Board of Directors.

Section 7.3. Waiver of Notice of Meetings of Stockholders, Directors and Committees. Any written waiver of notice, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of any regular or special meeting of the stockholders, directors, or members of a committee of directors need be specified in any written waiver of notice.

Section 7.4. Interested Directors; Quorum. No contract or transaction between the corporation and one or more of its directors or officers, or between the corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his, her or their votes are counted for such purpose, if: (1) the material facts as to his, her or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of

Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (2) the material facts as to his, her or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders or (3) the contract or transaction is fair as to the corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof, or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction. Nothing in this Section 7.4 shall be construed to imply that any contract or transaction between the corporation and Northern States Power Company ("NSP"), or between the corporation and any other corporation that is a direct or indirect wholly-owned subsidiary of NSP, shall be void or voidable, whether or not such contract or transaction complies with the requirements of clauses (1), (2) or (3) of the immediately preceding sentence.

Section 7.5. Form of Records. Any records maintained by the corporation in the regular course of its business, including its stock ledger, books of account and minute books, may be kept on, or be in the form of, punch cards, magnetic tape, photographs, microphotographs or any other information storage device, provided that the records so kept can be converted into clearly legible form within a reasonable time. The corporation shall so convert any records so kept upon the request of any person entitled to inspect the same.

Section 7.6. Amendment of Bylaws. These bylaws may be altered or repealed, and new bylaws made, by the Board of Directors, but the stockholders may make additional bylaws and may alter and repeal any bylaws whether adopted by them or otherwise.

**CERTIFICATE OF FORMATION  
OF  
NRG ROCKFORD ACQUISITION LLC**

The undersigned, being a natural person 18 years of age or older and for the purpose of forming a limited liability company for general business purposes under the Delaware Limited Liability Act, hereby adopts the following Certificate of Formation:

1. Name: The name of the limited liability company is NRG Rockford Acquisition LLC.
2. Registered Office: The address of the registered office of the limited liability company is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.
3. Organizer: The name and address of the sole organizer of the limited liability company is William H. Rice, II, NRG Energy, Inc., 901 Marquette Avenue, Suite 2300, Minneapolis, Minnesota 55402.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of NRG Rockford Acquisition LLC this 6<sup>th</sup> day of July, 2001.

/s/ William H. Rice, II  
William H. Rice, II  
Authorized Person

*STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 02:00 PM 07/06/2001  
010326801 - 3411837*

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**AMENDED AND RESTATED  
LIMITED LIABILITY COMPANY AGREEMENT  
OF  
NRG Rockford Acquisition LLC,  
a Delaware Limited Liability Company**

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT of NRG Rockford Acquisition LLC (this "Agreement"), dated as of July 27, 2004 is adopted, and executed and agreed to, for good and valuable consideration, by the Member.

WHEREAS, the Member is a party to the Limited Liability Company Agreement dated as of July 6, 2001 (the "Original LLC Agreement"); and

WHEREAS, in connection with the confirmation of the plan of reorganization of NRG Energy, Inc. and certain of its subsidiaries, the Member desires to amend and restate the Original LLC Agreement.

**ARTICLE I  
DEFINITIONS**

1.1. *Definitions.* As used in this Agreement, the following terms have the following meanings:

"Act" means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

"Agreement" has the meaning given that term in the introductory paragraph.

"Capital Contribution" means the aggregate contribution by a Member to the capital of the Company specified on Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

"Certificate" has the meaning given that term in Section 2.1.

"Company" means NRG Rockford Acquisition LLC, a Delaware limited liability company.

"Dispose," "Disposed," "Disposing" or "Disposition" means a sale, assignment, transfer, exchange, mortgage, pledge, grant of a security interest or other disposition or encumbrance (including, without limitation, by operation of law) or the acts thereof.

"Incapacity" or "Incapacitated" means (a) with respect to a natural person, the bankruptcy, death, incompetency or insanity of such person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

"Majority Members" means Members holding a majority of the Units owned by all Members or if there is only one Member, such Member.

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“Member” means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

“Original LLC Agreement” has the meaning given such term in the recitals.

“Person” means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

“Proceeding” has the meaning given such term in Section 5.1.

“Units” means the units of each Member representing such Member’s interest in the income, gains, losses, deductions and expenses of the Company as set forth on Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2. *Construction.* Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

## **ARTICLE II ORGANIZATION**

2.1. *Formation.* The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation, dated as of July 6, 2001 (the “Certificate”), with the Secretary of State of Delaware under and pursuant to the Act.

2.2. *Name.* The name of the Company is “NRG Rockford Acquisition LLC,” and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3. *Registered Office; Registered Agent; Principal Office; Other Offices.* The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4. *Purposes.* The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5. *Foreign Qualification.* Prior to the Company’s conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to

the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6. *Term.* The term of the Company commenced on the date the Certificate was filed with the office of the Secretary of State of Delaware and shall continue in existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7. *No State-Law Partnership.* The Member intends that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to suggest otherwise. The Member intends that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8. *Unit Certificates; Applicability of Article 8 of UCC.* The number of authorized Units shall be one hundred (100). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, shall be recorded in a register thereof maintained by the Company, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine. Units shall be subject to the provisions of Article 8 of the Uniform Commercial Code as may be applicable from time to time.

### ARTICLE III MEMBERS, UNITS AND DISTRIBUTIONS

#### 3.1. *Member.*

(a) The name, residence, business or mailing address, Capital Contribution and the Units of the Member are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address, Capital Contribution and Units.

3.2. *Liability of Members.* Except as otherwise required by applicable law and as explicitly set forth in this Agreement, no Member shall have any personal liability whatsoever in its capacity as a Member, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other



obligations of the Company or for any losses of the Company, and therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein. To the extent that, at law or in equity, a Member or other Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or another Person, such Member or other Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement.

3.3. *Member Units.* Each Member's interest in the Company, including such Member's interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4. *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5. Subject to the provision of Section 18-607 of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

#### **ARTICLE IV MANAGEMENT**

4.1. *Management by the Members.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Majority Members, and the Majority Members shall make all decisions and take all actions for the Company.

4.2. *Actions by Members; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Majority Members shall act through (i) meetings and written consents pursuant to Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles (including, without limitation, chairman, chief executive

officer, president, vice president, secretary, assistant secretary, treasurer and assistant treasurer) to any such Persons and delegate to such other individuals certain authority and duties. Any number of titles may be held by the same individual. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3. *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Majority Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4. *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5. *Conflicts of Interest.* Each Member and officer of the Company at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation to offer to the Company or any other Member or officer the right to participate therein. The Company may transact business with any Member, officer or affiliate thereof; *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6. *Officers.*

(a) The Majority Members may, from time to time, designate one or more persons to be officers of the Company. No officer need be a resident of the State of Delaware, or a Member. Any officers so designated shall have such authority and perform such duties as the

Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

## ARTICLE V INDEMNIFICATION

5.1. *Right to Indemnification.* Subject to the limitations and conditions as provided in this Article 5, each Person who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitral (hereinafter a "Proceeding"), or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding, by reason of the fact that he or she, or a Person of whom he or she is the legal representative, is or was a Member or officer of the Company or while a Member or officer of the Company is or was serving at the request of the Company as a manager, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise may be indemnified by the Company to the fullest extent permitted by the Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Company to provide broader indemnification rights than said law permitted the Company to provide prior to such amendment) against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable expenses (including, without limitation, attorneys' fees) actually incurred by such Person in connection with such Proceeding; *provided* that such Person acted in good faith and in a manner such Person reasonably believed to be in, or not opposed to, the best interests of the Company, and indemnification under this Article 5 shall continue as to a Person who has ceased to serve in the capacity which initially entitled such Person to indemnity hereunder. The rights granted pursuant to this Article 5 shall be deemed contract rights, and no amendment, modification or repeal of this Article 5 shall have the effect of limiting or denying any such rights with respect to actions taken or Proceedings arising prior to any amendment, modification or repeal. It is expressly acknowledged that the indemnification provided in this Article 5 could involve indemnification for negligence or under theories of strict liability.

5.2. *Advance Payment.* The right to indemnification conferred in this Article 5 may include the right to be paid or reimbursed by the Company the reasonable expenses incurred by a Person of the type entitled to be indemnified under Section 5.1 who was, is or is threatened to be made a named defendant or respondent in a Proceeding in advance of the final disposition of the Proceeding and without any determination as to the Person's ultimate entitlement to indemnification; *provided, however*, that the payment of such expenses incurred by any such Person in advance of the final disposition of a Proceeding shall be made only upon delivery to the Company of a written affirmation by such Person of a good faith belief that such Person has met the standard of conduct necessary for indemnification under this Article 5 and a written undertaking, by or on behalf of such Person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified Person is not entitled to be indemnified under this Article 5 or otherwise.

5.3. *Indemnification of Employees and Agents.* The Company may indemnify and advance expenses to an employee or agent of the Company to the same extent and subject to the same conditions under which it may indemnify and advance expenses to Persons who are not or were not Members or officers of the Company but who are or were serving at the request of the Company as a manager, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in such a capacity or arising out of his status as such a Person to the same extent that it may indemnify and advance expenses to Members and officers under this Article 5.

5.4. *Appearance as a Witness.* Notwithstanding any other provision of this Article 5, the Company may pay or reimburse expenses incurred by a Member or officer in connection with his appearance as a witness or other participation in a Proceeding at a time when such Person is not a named defendant or respondent in the Proceeding.

5.5. *Nonexclusivity of Rights.* The right to indemnification and the advancement and payment of expenses conferred in this Article 5 shall not be exclusive of any other right which a Member, officer or other Person indemnified pursuant to Section 5.3 may have or hereafter acquire under any law (common or statutory), provision of the Certificate or this Agreement, vote of Members or otherwise.

5.6. *Insurance.* The Company may purchase and maintain insurance, at its expense, to protect itself and any Person who is or was serving as a Member, officer or agent of the Company or is or was serving at the request of the Company as a manager, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any expense, liability or loss, whether or not the Company would have the power to indemnify such Person against such expense, liability or loss under this Article 5.

5.7. *Savings Clause.* If this Article 5 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Member or any other Person indemnified pursuant to this Article 5 as to

costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative to the full extent permitted by any applicable portion of this Article 5 that shall not have been invalidated and to the fullest extent permitted by applicable law.

5.8. *Waiver of Fiduciary Duties.* The provisions of this Agreement to the extent that they expand or restrict the duties (including fiduciary duties) and liabilities of any Member or other Person bound hereby otherwise existing at law or in equity are agreed by the Members and such other Persons to expand or restrict such duties and liabilities of such Member or other Person. Whenever in this Agreement a Member is permitted to make a decision in its "sole discretion" or in its "discretion," a Member shall be entitled to consider only such interests and factors as it desires, including its own interests, and shall to the fullest extent permitted by applicable law, have no duty or obligation to give any consideration to any interest of or factors affecting the Company or any other Member.

#### **ARTICLE VI TAXES AND BOOKS**

6.1. *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2. *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

#### **ARTICLE VII TRANSFERS**

7.1. *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member's Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2. *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7.3. *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4. *Effect of Assignment.*

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5. *Effect of Incapacity.* Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

**ARTICLE VIII  
DISSOLUTION, LIQUIDATION AND TERMINATION**

8.1. *Dissolution.* The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

- (a) the written consent of the Majority Members; and
- (b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act.

8.2. *Liquidation and Termination.* On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

- (a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and
- (b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3. *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

## **ARTICLE IX GENERAL PROVISIONS**

9.1. *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested or by delivering that writing to the recipient in person, by courier, or by facsimile transmission; and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it. All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

9.2. *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3. *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4. *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5. *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6. *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7. *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

\* \* \* \* \*



IN WITNESS WHEREOF, the Member has executed this Agreement as of the date first set forth above.

MEMBER:

**NRG ENERGY, INC.**

By: /s/ Timothy W.J. O'Brien  
Name: Timothy W.J. O'Brien  
Title: Vice President & General Counsel

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*SCHEDULE A*

<b>MEMBER</b>	<b>CAPITAL CONTRIBUTION</b>	<b>UNITS</b>
NRG Energy, Inc.	\$ 1,000.00	100
<b>TOTAL</b>	<b>\$ 1,000.00</b>	<b>100</b>

STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 10:30 AM 06/06/1996  
960164632 – 2631117

**CERTIFICATE OF INCORPORATION  
OF  
NRG SERVICES CORPORATION**

FIRST. The name of the corporation is NRG Services Corporation.

SECOND. The address of the corporation's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801 (New Castle County). The name of its registered agent at such address is The Corporation Trust Company.

THIRD. The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH. The total number of shares which the corporation shall have authority to issue is 1,000 shares of capital stock, and the par value of each such share is \$1.00 per share.

FIFTH. The name and mailing address of the incorporator is Michael J. Young, 1221 Nicollet Mall, Suite 700, Minneapolis, Minnesota 55403.

SIXTH. The corporation is to have perpetual existence.

SEVENTH. The Board of Directors of the corporation is expressly authorized to make, alter or repeal by-laws of the corporation, but the stockholders may make additional by-laws and may alter or repeal any by-law, whether adopted by them or otherwise.

EIGHTH. Elections of directors need not be by written ballot except and to the extent provided in the by-laws of the corporation.

NINTH. The corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

TENTH. No director shall be personally liable to the corporation or any of its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (a) for any breach of the director's duty of loyalty to the corporation or its stockholders, (b) for acts or omissions not in good faith or which involve intentional

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misconduct or a knowing violation of law, (c) pursuant to Section 174 of the General Corporation Law of Delaware or (d) for any transaction from which the director derived any improper personal benefit. Any repeal or modification of this Article Ninth by the stockholders of the corporation shall not adversely affect any right or protection of a director of the corporation existing at the time of such repeal or modification with respect to acts or omissions occurring prior to such repeal or modification.

The undersigned incorporator hereby acknowledges that the foregoing certificate of incorporation is his act and deed and that the facts stated therein are true.

/s/ Michael J. Young

Michael J. Young

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**BYLAWS  
OF  
NRG SERVICES CORPORATION**

ARTICLE I

Stockholders

Section 1.1. Annual Meetings. An annual meeting of stockholders shall be held for the election of directors at such date, time and place, either within or without the State of Delaware, as may be designated by resolution of the Board of Directors from time to time. Any other proper business may be transacted at the annual meeting.

Section 1.2. Special Meetings. Special meetings of stockholders for any purpose or purposes may be called at any time by the Board of Directors, or by a committee of the Board of Directors which has been duly designated by the Board of Directors and whose powers and authority, as expressly provided in a resolution of the Board of Directors, include the power to call such meetings, but such special meetings may not be called by any other person or persons.

Section 1.3. Notice of Meetings. Whenever stockholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which shall state the place, date and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided by law, the certificate of incorporation or these bylaws, the written notice of any meeting shall be given not less than ten nor more than sixty days before the date of the meeting to each stockholder entitled to vote at such meeting. If mailed, such notice shall be deemed to be given when deposited in the mail, postage prepaid, directed to the stockholder at his, her or its address as it appears on the records of the corporation.

Section 1.4. Adjournments. Any meeting of stockholders, annual or special, may adjourn from time to time to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

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Section 1.5. Quorum. Except as otherwise provided by law, the certificate of incorporation or these bylaws, at each meeting of stockholders the presence in person or by proxy of the holders of shares of stock having a majority of the votes which could be cast by the holders of all outstanding shares of stock entitled to vote at the meeting shall be necessary and sufficient to constitute a quorum. In the absence of a quorum, the stockholders so present may, by majority vote, adjourn the meeting from time to time in the manner provided in Section 1.4 of these bylaws until a quorum shall attend. Shares of its own stock belonging to the corporation or to another corporation, if a majority of the shares entitled to vote in the election of directors of such other corporation is held, directly or indirectly, by the corporation, shall neither be entitled to vote nor be counted for quorum purposes; provided, however, that the foregoing shall not limit the right of the corporation to vote stock, including but not limited to its own stock, held by it in a fiduciary capacity.

Section 1.6. Organization. Meetings of stockholders shall be presided over by the Chairman of the Board, if any, or in his or her absence by the Vice Chairman of the Board, if any, or in his or her absence by the President, or in his or her absence by a Vice President, or in the absence of the foregoing persons by a chairman designated by the Board of Directors, or in the absence of such designation by a chairman chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his or her absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 1.7. Voting; Proxies. Except as otherwise provided by the certificate of incorporation, each stockholder entitled to vote at any meeting of stockholders shall be entitled to one vote for each share of stock held by him, her or it which has voting power upon the matter in question. Each stockholder entitled to vote at a meeting of stockholders may authorize another person or persons to act for him, her or it by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by filing an instrument in writing revoking the proxy or another duly executed proxy bearing a later date with the Secretary of the corporation. Voting at meetings of stockholders need not be by written ballot and need not be conducted by inspectors of election unless so determined by the holders of shares of stock having a majority of the votes which could be cast by the holders of all outstanding shares of stock entitled to vote thereon which are present in person or by proxy at such meeting. At all meetings of stockholders for the election of directors, a plurality of the votes cast shall be sufficient to elect. All other elections and questions shall, unless otherwise provided by law, the certificate of incorporation or these

bylaws, be decided by the vote of the holders of shares of stock having a majority of the votes which could be cast by the holders of all shares of stock entitled to vote thereon which are present in person or represented by proxy at the meeting.

Section 1.8. Fixing Date for Determination of Stockholders of Record. In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors and which record date: (1) in the case of determination of stockholders entitled to vote at any meeting of stockholders or adjournment thereof, shall, unless otherwise required by law, not be more than sixty nor less than ten days before the date of such meeting; (2) in the case of determination of stockholders entitled to express consent to corporate action in writing without a meeting, shall not be more than ten days from the date upon which the resolution fixing the record date is adopted by the Board of Directors and (3) in the case of any other action, shall not be more than sixty days prior to such other action. If no record date is fixed: (1) the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; (2) the record date for determining stockholders entitled to express consent to corporate action in writing without a meeting when no prior action of the Board of Directors is required by law, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the corporation in accordance with applicable law, or, if prior action by the Board of Directors is required by law, shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action and (3) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however that the Board of Directors may fix a new record date for the adjourned meeting.

Section 1.9. List of Stockholders Entitled to Vote. The Secretary shall prepare and make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any

purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof and may be inspected by any stockholder who is present. Upon the willful neglect or refusal of the directors to produce such a list at any meeting for the election of directors, they shall be ineligible for election to any office at such meeting. The stock ledger shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list of stockholders or the books of the corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 1.10. Action By Consent of Stockholders. Unless otherwise restricted by the certificate of incorporation, any action required or permitted to be taken at any annual or special meeting of the stockholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

## ARTICLE II

### Board of Directors

Section 2.1. Number: Qualifications. The Board of Directors shall consist of one or more members, the number thereof to be determined from time to time by resolution of the Board of Directors. Directors need not be stockholders.

Section 2.2. Election; Resignation; Removal; Vacancies. The Board of Directors shall initially consist of the persons named as directors in the certificate of incorporation, or a subsequent action of the incorporator, and each director so elected shall hold office until the first annual meeting of stockholders or until his or her successor is elected and qualified. At the first annual meeting of stockholders and at each annual meeting thereafter, the stockholders shall elect directors, each of whom shall hold office for a term of one year or until his or her successor is elected and qualified. Any director may resign at any time upon written notice to the corporation. Any newly created directorship or any vacancy occurring in the Board of Directors for any cause may be filled by a majority of the remaining members of the Board of Directors, although such majority is less than a quorum, or by a plurality of the votes cast at a meeting of stockholders, and each director



so elected shall hold office until the expiration of the term of office of the director whom he or she has replaced or until his or her successor is elected and qualified.

Section 2.3. Regular Meetings. Regular meetings of the Board of Directors may be held at such places within or without the State of Delaware and at such times as the Board of Directors may from time to time determine, and if so determined, notices thereof need not be given.

Section 2.4. Special Meetings. Special meetings of the Board of Directors may be held at any time or place within or without the State of Delaware whenever called by the President, any Vice President, the Secretary, or by any member of the Board of Directors. Notice of a special meeting of the Board of Directors shall be given by the person or persons calling the meeting at least twenty-four hours before the special meeting.

Section 2.5. Telephonic Meetings Permitted. Members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting thereof by means of conference telephone or similar communications equipment in which all persons participating in the meeting can hear each other, and participation in the meeting pursuant to this bylaw shall constitute presence in person at such meeting.

Section 2.6. Quorum: Vote Required for Action. At all meetings of the Board of Directors a majority of the whole Board of Directors shall constitute a quorum for the transaction of business. Except in cases in which the certificate of incorporation or these bylaws otherwise provide, the vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 2.7. Organization. Meetings of the Board of Directors shall be presided over by the Chairman of the Board, if any, or in his or her absence by the Vice Chairman of the Board, if any, or in his or her absence by the President, or in their absence by a chairman chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his or her absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 2.8. Informal Action by Directors. Unless otherwise restricted by the certificate of incorporation or these bylaws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board of Directors or such committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or such committee.

ARTICLE III

Committees

Section 3.1. Committees. The Board of Directors may, by resolution passed by a majority of the whole Board of Directors, designate one or more committees, each committee to consist of one or more of the directors of the corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of the committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he, she or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of any such absent or disqualified member. Any such committee, to the extent permitted by law and to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation (if any) to be affixed to all papers which may require it.

Section 3.2. Committee Rules. Unless the Board of Directors otherwise provides, each committee designated by the Board of Directors may make, alter and repeal rules for the conduct of its business. In the absence of such rules each committee shall conduct its business in the same manner as the Board of Directors conducts its business pursuant to Article III of these bylaws.

ARTICLE IV

Officers

Section 4.1. Executive Officers; Election; Qualifications; Term of Office; Resignation; Removal; Vacancies. The Board of Directors shall elect a President and Secretary, and it may, if it so determines, choose a Chairman of the Board and a Vice Chairman of the Board from among its members. The Board of Directors may also choose one or more Vice Presidents, one or more Assistant Secretaries, a Treasurer and one or more Assistant Treasurers. Each such officer shall hold office until the first meeting of the Board of Directors after the annual meeting of stockholders next succeeding his or her election, and until his or her successor is elected and qualified or until his or her earlier resignation or removal. Any officer may resign at any time upon written notice to the corporation. The Board of Directors may remove any officer with or without cause at any time, but such removal shall be without prejudice to the contractual

rights of such officer, if any, with the corporation. Any number of offices may be held by the same person. Any vacancy occurring in any office of the corporation by death, resignation, removal or otherwise may be filled for the unexpired portion of the term by the Board of Directors at any regular or special meeting.

Section 4.2. Powers and Duties of Executive Officers. The officers of the corporation shall have such powers and duties in the management of the corporation as may be prescribed by the Board of Directors and, to the extent not so provided, as generally pertain to their respective offices, subject to the control of the Board of Directors. The Board of Directors may require any officer, agent or employee to give security for the faithful performance of his or her duties.

## ARTICLE V

### Stock

Section 5.1. Certificates. Every holder of stock shall be entitled to have a certificate signed by or in the name of the corporation by the Chairman or a Vice Chairman of the Board of Directors, if any, or the President or a Vice President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary, of the corporation, certifying the number of shares owned by him, her or it in the corporation. Any of or all the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if he or she were such officer, transfer agent or registrar at the date of issue.

Section 5.2. Lost, Stolen or Destroyed Stock Certificates; Issuance of New Certificates. The corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the corporation may require the owner of the lost, stolen or destroyed certificate, or his, her or its legal representative, to give the corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

## ARTICLE VI

### Indemnification

Section 6.1. Right to Indemnification. The corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "proceeding") by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, enterprise or non-profit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses reasonably incurred by such person. The corporation shall be required to indemnify a person in connection with a proceeding initiated by such person only if the proceeding was authorized by the Board of Directors of the corporation.

Section 6.2. Repayment of Expenses. The corporation shall pay the expenses incurred in defending any proceeding in advance of its final disposition; provided, however, that the payment of expenses incurred by a director or officer in advance of the final disposition of the proceeding shall be made only upon receipt of an undertaking by the director or officer to repay all amounts advanced if it should be ultimately determined that the director or officer is not entitled to be indemnified under this Article or otherwise.

Section 6.3. Claims. If a claim for indemnification or payment of expenses under this Article is not paid in full within sixty days after a written claim therefor has been received by the corporation the claimant may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the corporation shall have the burden of proving that the claimant was not entitled to the requested indemnification or payment of expenses under applicable law.

Section 6.4. Non-Exclusivity of Rights. The rights conferred on any person by this Article VI shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, provision of the certificate or incorporation, these bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

Section 6.5. Other Indemnification. The corporation's obligation, if any, to indemnify any person who was or is serving at its request as a director, officer, employee

or agent of another corporation, partnership, joint venture, trust, enterprise or non-profit entity shall be reduced by any amount such person may collect as indemnification from such other corporation, partnership, joint venture, trust, enterprise or non-profit entity.

Section 6.6. Amendment or Repeal. Any repeal or modification of the foregoing provisions of this Article VI shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification.

## ARTICLE VII

### Miscellaneous

Section 7.1. Fiscal Year. The fiscal year of the corporation shall be determined by resolution of the Board of Directors.

Section 7.2. Seal. The Board of Directors shall determine whether or not the corporation shall have a corporate seal. The corporate seal (if any) shall have the name of the corporation inscribed thereon and shall be in such form as may be approved from time to time by the Board of Directors.

Section 7.3. Waiver of Notice of Meetings of Stockholders, Directors and Committees. Any written waiver of notice, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of any regular or special meeting of the stockholders, directors, or members of a committee of directors need be specified in any written waiver of notice.

Section 7.4. Interested Directors; Quorum. No contract or transaction between the corporation and one or more of its directors or officers, or between the corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his, her or their votes are counted for such purpose, if: (1) the material facts as to his, her or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the

committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (2) the material facts as to his, her or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders or (3) the contract or transaction is fair as to the corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof, or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction. Nothing in this Section 7.4 shall be construed to imply that any contract or transaction between the corporation and Northern States Power Company ("NSP"), or between the corporation and any other corporation that is a direct or indirect wholly-owned subsidiary of NSP, shall be void or voidable, whether or not such contract or transaction complies with the requirements of clauses (1), (2) or (3) of the immediately preceding sentence.

Section 7.5. Form of Records. Any records maintained by the corporation in the regular course of its business, including its stock ledger, books of account and minute books, may be kept on, or be in the form of, punch cards, magnetic tape, photographs, microphotographs or any other information storage device, provided that the records so kept can be converted into clearly legible form within a reasonable time. The corporation shall so convert any records so kept upon the request of any person entitled to inspect the same.

Section 7.6. Amendment of Bylaws. These bylaws may be altered or repealed, and new bylaws made, by the Board of Directors, but the stockholders may make additional bylaws and may alter and repeal any bylaws whether adopted by them or otherwise.

*State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 01:52 PM 12/02/2010  
FILED 01:49 PM 12/02/2010  
SRV 101141874 - 4906217 FILE*

**CERTIFICATE OF FORMATION  
OF  
NRG SIMPLY SMART SOLUTIONS LLC**

1. Name: The name of the limited liability company is NRG Simply Smart Solutions LLC.
2. Registered Office: The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.
3. Organizer: The name and address of the sole organizer of the limited liability company is Lynne Przychodzki, NRG Energy, Inc., 211 Carnegie Center, Princeton, NJ 08540.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of NRG Simply Smart Solutions LLC this 2nd day of December, 2010.

/s/ Lynne Przychodzki  
\_\_\_\_\_  
Lynne Przychodzki  
Authorized Person

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*State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 03:44 PM 12/08/2010  
FILED 03:44 PM 12/08/2010  
SRV 101163842 - 4906217 FILE*

**State of Delaware  
Certificate of Correction  
of a Limited Liability Company  
to be filed pursuant to Section 18-211(a)**

1. The name of the Limited Liability Company is: NRG Simply Smart Solutions LLC
2. That a Certificate of Formation was filed by the Secretary of State of Delaware on 12/2/2010, and that said Certificate requires correction as permitted by Section 18-211 of the Limited Liability Company Act.
3. The inaccuracy or defect of said Certificate is: (must give specific reason)
  1. The name of the limited liability company Was incorrectly stated as NRG Simply Smart Solutions LLC.
4. The Certificate is hereby corrected to read as follows:
  1. The name of the limited liability company is NRG SimplySmart Solutions LLC.

**IN WITNESS WHEREOF**, the undersigned have executed this Certificate on the 7th day of December, A.D. 2010.

By: /s/ Lynne Przychodzki

Authorized Person

Name: Lynne Przychodzki

Print or Type

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**LIMITED LIABILITY COMPANY AGREEMENT  
OF  
NRG SimplySmart Solutions LLC  
a Delaware Limited Liability Company**

THIS LIMITED LIABILITY COMPANY AGREEMENT (this “**Agreement**”) of NRG SimplySmart Solutions LLC (the “**Company**”), dated as of December 2, 2010 is adopted by, and executed and agreed to, for good and valuable consideration, by the Sole Member of the Company, NRG Energy, Inc., a Delaware corporation.

**ARTICLE I  
DEFINITIONS**

1.1 *Definitions.* As used in this Agreement, the following terms have the following meanings:

“Act” means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

“Agreement” has the meaning given that term in the introductory paragraph.

“Capital Contribution” means the aggregate contribution by a Member to the capital of the Company.

“Certificate” has the meaning given that term in Section 2.1.

“Company” means NRG SimplySmart Solutions LLC, a Delaware limited liability company.

“Dispose,” “Disposed,” “Disposing” or “Disposition” means a sale, assignment, transfer, exchange, mortgage, pledge or other disposition (including, without limitation, by operation of law); provided, however, that this definition does not include the granting and/ or perfection of a security interest lien or encumbrance.

“Incapacity” or “Incapacitated” means (a) with respect to a natural person, the bankruptcy, death, incompetency or insanity of such person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

“Majority Members” means Members holding a majority of the Units owned by all Members or if there is only one Member, such Member.

“Member” means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

“Person” means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

“Proceeding” has the meaning given such term in Section 5.1.

“Units” means the units of each Member representing such Member’s interest in the income, gains, losses, deductions and expenses of the Company as set forth on Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2 *Construction.* Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

## ARTICLE II ORGANIZATION

2.1 *Formation.* The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the “**Certificate**”) under and pursuant to the Act.

2.2 *Name.* The name of the Company is “NRG SimplySmart Solutions LLC” and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3 *Registered Office; Registered Agent; Principal Office; Other Offices.* The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4 *Purposes.* The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5 *Foreign Qualification.* Prior to the Company’s conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6 *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7 *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8 *Unit Certificates.* The number of authorized Units shall initially be one thousand (1,000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine.

2.9 *All Interests shall be Securities.* All interests in the Company shall be securities governed by Article 8 of the Uniform Commercial Code and shall be evidenced by certificates. The certificated interests shall be in registered form within the meaning of Article 8 of the Uniform Commercial Code.

### **ARTICLE III MEMBERS, UNITS AND DISTRIBUTIONS**

3.1 *Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2 *Liability of Members.* Except as otherwise required by applicable law and as explicitly set forth in this Agreement, no Member shall have any personal liability whatsoever in its capacity as a Member, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company, and therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein. To the extent that, at law or in equity, a Member or other Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or another Person, such Member or other Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement.

3.3 *Member Units.* Each Member's interest in the Company, including such Member's interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4 *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5 *Distributions.* Subject to the provision of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

#### **ARTICLE IV MANAGEMENT**

4.1 *Management by the Members.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Majority Members, and the Majority Members shall make all decisions and take all actions for the Company.

4.2 *Actions by Members; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Majority Members shall act through (i) meetings and written consents pursuant to

Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles (including, without limitation, chairman, chief executive officer, president, vice president, secretary, assistant secretary, treasurer and assistant treasurer) to any such Persons and delegate to such other individuals certain authority and duties. Any number of titles may be held by the same individual. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3 *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Majority Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4 *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5 *Conflicts of Interest.* Each Member and officer of the Company at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation to offer to the Company or any other Member or officer the right to participate therein. The Company may transact business with any Member, officer or affiliate

thereof *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6 *Officers.*

(a) The Majority Members may, from time to time, designate one or more persons to be officers of the Company. No officer need be a resident of the State of Delaware, or a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

**ARTICLE V  
INDEMNIFICATION**

5.1 *Exculpation.* Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, none of the Members, managers, or any other officers, directors, stockholders, partners, employees, affiliates, representatives, or agents of any of the foregoing, nor any officer, employee, representative or agent of the Company (individually, a "Covered Person" and collectively, the "Covered Persons") shall be liable to the Company or any other person bound by this Agreement for any act or omission (in relation to the Company, its property or the conduct of its business or affairs, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted by a Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

5.2 *Indemnification.* To the fullest extent permitted by law, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or

investigative (“Claims”), in which the Covered Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Section 5.2 with respect to (i) any Claim with respect to which such Covered Person has engaged in fraud, willful misconduct, bad faith or gross negligence or (ii) any Claim initiated by such Covered Person unless such Claim (or part thereof) (A) was brought to enforce such Covered Person’s rights to indemnification hereunder or (B) was authorized or consented to by the Board. Expenses incurred by a Covered Person in defending any Claim shall be paid by the Company in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Section 5.2.

5.3 *Amendments.* Any repeal or modification of this Article V by the Members shall not adversely affect any rights of such Covered Person pursuant to this Article V, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

#### **ARTICLE VI TAXES AND BOOKS**

6.1 *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2 *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

#### **ARTICLE VII TRANSFERS**

7.1 *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member’s Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2 *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7.3 *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4 *Effect of Assignment.*

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5 *Effect of Incapacity.* Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

**ARTICLE VIII  
DISSOLUTION, LIQUIDATION AND TERMINATION**

8.1 *Dissolution.* The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

- (a) the written consent of the Majority Members; and
- (b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or
- (c) on the date set forth in the Certificate.

8.2 *Liquidation and Termination.* On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final



distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

(a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and

(b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3 *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

## ARTICLE IX GENERAL PROVISIONS

9.1 *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested or by delivering that writing to the recipient in person, by courier, or by facsimile transmission; and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it. All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

9.2 *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3 *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4 *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5 *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6 *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7 *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

\* \* \* \* \*

IN WITNESS WHEREOF, the Sole Member has executed this Agreement as of the date first set forth above.

SOLE MEMBER:

**NRG ENERGY, INC.**

Its: Sole Member

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Vice President & Treasurer

*SCHEDULE A*

<u>MEMBERS</u>	<u>UNITS</u>
NRG ENERGY, INC.	1,000
<b>TOTAL</b>	<b>1,000</b>

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CERTIFICATE OF INCORPORATION

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The undersigned, in order to form a corporation for the purposes hereinafter stated, under and pursuant to the provisions of the General Corporation Law of the State of Delaware, does hereby certify as follows:

I. The corporate name is O'BRIEN COGENERATION, INC. II

II. The address of the registered office of the corporation in the State of Delaware is 11th Floor, Rodney Square North, 11th and Market Streets, Wilmington, New Castle County, Delaware 19801.

The registered agent in charge thereof is Corporation Guarantee and Trust Company.

III. The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

IV. The corporation is authorized to issue capital stock to the extent of One Thousand (1,000) shares of capital stock without par value.

V. The Board of Directors is authorized and empowered to adopt, amend and repeal the By-Laws of the Corporation.

VI. The name and address of each Incorporator is as follows:

Name:	Address:
Sanders D. Newman	Green & Washington Streets Downingtown, PA 19335

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 30th day of December , 1985.

[ILLEGIBLE]

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**CERTIFICATE OF CHANGE OF REGISTERED AGENT**

**AND**

**REGISTERED OFFICE**

\* \* \* \* \*

O' Brien Cogeneration, Inc. II, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

The present registered agent of the corporation is Corporation Guarantee and Trust Company and the present registered office of the corporation is in the country of New Castle

The Board of Directors of O'Brien Cogeneration, Inc. II adopted the following resolution on the 14th day of August, 1997.

Resolved, that the registered office of O'Brien Cogeneration, Inc. II in the state of Delaware be and it hereby is changed to Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, and the authorization of the present registered agent of this corporation be and the same is hereby withdrawn, and THE CORPORATION TRUST COMPANY, shall be and is hereby constituted and appointed the registered agent of this corporation at the address of its registered office.

IN WITNESS WHEREOF, O'Brien Cogeneration, Inc. II has caused this statement to be signed by Michael J. Young Secretary \*, this 14th day of August, 1997.

/s/ Michael J. Young

Michael J. Young, Secretary

(Title)

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\* Any authorized officer or the chairman or Vice-Chairman of the Board of Directors may execute this certificate.

(DEL. - 264 - 6/15/94)

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**AMENDED AND RESTATED  
BYLAWS  
OF  
O'BRIEN COGENERATION, INC. II**

ARTICLE I

Stockholders

Section 1.1. Annual Meetings. An annual meeting of stockholders shall be held for the election of directors at such date, time and place, either within or without the State of Delaware, as may be designated by resolution of the Board of Directors from time to time. Any other proper business may be transacted at the annual meeting.

Section 1.2. Special Meetings. Special meetings of stockholders for any purpose or purposes may be called at any time by the Board of Directors, or by a committee of the Board of Directors which has been duly designated by the Board of Directors and whose powers and authority, as expressly provided in a resolution of the Board of Directors, include the power to call such meetings, but such special meetings may not be called by any other person or persons.

Section 1.3. Notice of Meetings. Whenever stockholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which shall state the place, date and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided by law, the certificate of incorporation or these bylaws, the written notice of any meeting shall be given not less than ten nor more than sixty days before the date of the meeting to each stockholder entitled to vote at such meeting. If mailed, such notice shall be deemed to be given when deposited in the mail, postage prepaid, directed to the stockholder at his, her or its address as it appears on the records of the corporation.

Section 1.4. Adjournments. Any meeting of stockholders, annual or special, may adjourn from time to time to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

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Section 1.5. Quorum. Except as otherwise provided by law, the certificate of incorporation or these bylaws, at each meeting of stockholders the presence in person or by proxy of the holders of shares of stock having a majority of the votes which could be cast by the holders of all outstanding shares of stock entitled to vote at the meeting shall be necessary and sufficient to constitute a quorum. In the absence of a quorum, the stockholders so present may, by majority vote, adjourn the meeting from time to time in the manner provided in Section 1.4 of these bylaws until a quorum shall attend. Shares of its own stock belonging to the corporation or to another corporation, if a majority of the shares entitled to vote in the election of directors of such other corporation is held, directly or indirectly, by the corporation, shall neither be entitled to vote nor be counted for quorum purposes; provided, however, that the foregoing shall not limit the right of the corporation to vote stock, including but not limited to its own stock, held by it in a fiduciary capacity.

Section 1.6. Organization. Meetings of stockholders shall be presided over by the Chairman of the Board, if any, or in his or her absence by the Vice Chairman of the Board, if any, or in his or her absence by the President, or in his or her absence by a Vice President, or in the absence of the foregoing persons by a chairman designated by the Board of Directors, or in the absence of such designation by a chairman chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his or her absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 1.7. Voting; Proxies. Except as otherwise provided by the certificate of incorporation, each stockholder entitled to vote at any meeting of stockholders shall be entitled to one vote for each share of stock held by him, her or it which has voting power upon the matter in question. Each stockholder entitled to vote at a meeting of stockholders may authorize another person or persons to act for him, her or it by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by filing an instrument in writing revoking the proxy or another duly executed proxy bearing a later date with the Secretary of the corporation. Voting at meetings of stockholders need not be by written ballot and need not be conducted by inspectors of election unless so determined by the holders of shares of stock having a majority of the votes which could be cast by the holders of all outstanding shares of stock entitled to vote thereon which are present in person or by proxy at such meeting. At all meetings of stockholders for the election of directors, a plurality of the votes cast shall be sufficient to elect. All other elections and



questions shall, unless otherwise provided by law, the certificate of incorporation or these bylaws, be decided by the vote of the holders of shares of stock having a majority of the votes which could be cast by the holders of all shares of stock entitled to vote thereon which are present in person or represented by proxy at the meeting.

Section 1.8. Fixing Date for Determination of Stockholders of Record. In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors and which record date: (1) in the case of determination of stockholders entitled to vote at any meeting of stockholders or adjournment thereof, shall, unless otherwise required by law, not be more than sixty nor less than ten days before the date of such meeting; (2) in the case of determination of stockholders entitled to express consent to corporate action in writing without a meeting, shall not be more than ten days from the date upon which the resolution fixing the record date is adopted by the Board of Directors and (3) in the case of any other action, shall not be more than sixty days prior to such other action. If no record date is fixed: (1) the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; (2) the record date for determining stockholders entitled to express consent to corporate action in writing without a meeting when no prior action of the Board of Directors is required by law, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the corporation in accordance with applicable law, or, if prior action by the Board of Directors is required by law, shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action and (3) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however that the Board of Directors may fix a new record date for the adjourned meeting.

Section 1.9. List of Stockholders Entitled to Vote. The Secretary shall prepare and make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each

stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof and may be inspected by any stockholder who is present. Upon the willful neglect or refusal of the directors to produce such a list at any meeting for the election of directors, they shall be ineligible for election to any office at such meeting. The stock ledger shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list of stockholders or the books of the corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 1.10. Action By Consent of Stockholders. Unless otherwise restricted by the certificate of incorporation, any action required or permitted to be taken at any annual or special meeting of the stockholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

## ARTICLE II

### Board of Directors

Section 2.1. Number; Qualifications. The Board of Directors shall consist of one or more members, the number thereof to be determined from time to time by resolution of the Board of Directors. Directors need not be stockholders.

Section 2.2. Election; Resignation; Removal; Vacancies. The Board of Directors shall initially consist of the persons named as directors in the certificate of incorporation, or a subsequent action of the incorporator, and each director so elected shall hold office until the first annual meeting of stockholders or until his or her successor is elected and qualified. At the first annual meeting of stockholders and at each annual meeting thereafter, the stockholders shall elect directors, each of whom shall hold office for a term of one year or until his or her successor is elected and qualified. Any director may resign at any time upon written notice to the corporation. Any newly created directorship or any vacancy occurring in the Board of Directors for any cause may be filled by a majority of the remaining members of the Board of Directors, although such majority is less than a

quorum, or by a plurality of the votes cast at a meeting of stockholders, and each director so elected shall hold office until the expiration of the term of office of the director whom he or she has replaced or until his or her successor is elected and qualified.

Section 2.3. Regular Meetings. Regular meetings of the Board of Directors may be held at such places within or without the State of Delaware and at such times as the Board of Directors may from time to time determine, and if so determined, notices thereof need not be given.

Section 2.4. Special Meetings. Special meetings of the Board of Directors may be held at any time or place within or without the State of Delaware whenever called by the President, any Vice President, the Secretary, or by any member of the Board of Directors. Notice of a special meeting of the Board of Directors shall be given by the person or persons calling the meeting at least twenty-four hours before the special meeting.

Section 2.5. Telephonic Meetings Permitted. Members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting thereof by means of conference telephone or similar communications equipment in which all persons participating in the meeting can hear each other, and participation in the meeting pursuant to this bylaw shall constitute presence in person at such meeting.

Section 2.6. Quorum; Vote Required for Action. At all meetings of the Board of Directors a majority of the whole Board of Directors shall constitute a quorum for the transaction of business. Except in cases in which the certificate of incorporation or these bylaws otherwise provide, the vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 2.7. Organization. Meetings of the Board of Directors shall be presided over by the Chairman of the Board, if any, or in his or her absence by the Vice Chairman of the Board, if any, or in his or her absence by the President, or in their absence by a chairman chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his or her absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 2.8. Informal Action by Directors. Unless otherwise restricted by the certificate of incorporation or these bylaws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board of Directors or such committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or such committee.

### ARTICLE III

#### Committees

Section 3.1. Committees. The Board of Directors may, by resolution passed by a majority of the whole Board of Directors, designate one or more committees, each committee to consist of one or more of the directors of the corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of the committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he, she or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of any such absent or disqualified member. Any such committee, to the extent permitted by law and to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation (if any) to be affixed to all papers which may require it.

Section 3.2. Committee Rules. Unless the Board of Directors otherwise provides, each committee designated by the Board of Directors may make, alter and repeal rules for the conduct of its business. In the absence of such rules each committee shall conduct its business in the same manner as the Board of Directors conducts its business pursuant to Article III of these bylaws.

### ARTICLE IV

#### Officers

Section 4.1. Executive Officers; Election; Qualifications; Term of Office; Resignation; Removal; Vacancies. The Board of Directors shall elect a President and Secretary, and it may, if it so determines, choose a Chairman of the Board and a Vice Chairman of the Board from among its members. The Board of Directors may also choose one or more Vice Presidents, one or more Assistant Secretaries, a Treasurer and one or more Assistant Treasurers. Each such officer shall hold office until the first meeting of the Board of Directors after the annual meeting of stockholders next succeeding his or her election, and until his or her successor is elected and qualified or until his or her earlier resignation or removal. Any officer may resign at any time upon written notice to the corporation. The Board of Directors may remove any officer with or

without cause at any time, but such removal shall be without prejudice to the contractual rights of such officer, if any, with the corporation. Any number of offices may be held by the same person. Any vacancy occurring in any office of the corporation by death, resignation, removal or otherwise may be filled for the unexpired portion of the term by the Board of Directors at any regular or special meeting.

Section 4.2. Powers and Duties of Executive Officers. The officers of the corporation shall have such powers and duties in the management of the corporation as may be prescribed by the Board of Directors and, to the extent not so provided, as generally pertain to their respective offices, subject to the control of the Board of Directors. The Board of Directors may require any officer, agent or employee to give security for the faithful performance of his or her duties.

## ARTICLE V

### Stock

Section 5.1. Certificates. Every holder of stock shall be entitled to have a certificate signed by or in the name of the corporation by the Chairman or a Vice Chairman of the Board of Directors, if any, or the President or a Vice President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary, of the corporation, certifying the number of shares owned by him, her or it in the corporation. Any of or all the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if he or she were such officer, transfer agent or registrar at the date of issue.

Section 5.2. Lost, Stolen or Destroyed Stock Certificates; Issuance of New Certificates. The corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the corporation may require the owner of the lost, stolen or destroyed certificate, or his, her or its legal representative, to give the corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

## ARTICLE VI

### Indemnification

Section 6.1. Right to Indemnification. The corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "proceeding") by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, enterprise or non-profit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses reasonably incurred by such person. The corporation shall be required to indemnify a person in connection with a proceeding initiated by such person only if the proceeding was authorized by the Board of Directors of the corporation.

Section 6.2. Repayment of Expenses. The corporation shall pay the expenses incurred in defending any proceeding in advance of its final disposition; provided, however, that the payment of expenses incurred by a director or officer in advance of the final disposition of the proceeding shall be made only upon receipt of an undertaking by the director or officer to repay all amounts advanced if it should be ultimately determined that the director or officer is not entitled to be indemnified under this Article or otherwise.

Section 6.3. Claims. If a claim for indemnification or payment of expenses under this Article is not paid in full within sixty days after a written claim therefor has been received by the corporation the claimant may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the corporation shall have the burden of proving that the claimant was not entitled to the requested indemnification or payment of expenses under applicable law.

Section 6.4. Non-Exclusivity of Rights. The rights conferred on any person by this Article VI shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, provision of the certificate or incorporation, these bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

Section 6.5. Other Indemnification. The corporation's obligation, if any, to indemnify any person who was or is serving at its request as a director, officer, employee

or agent of another corporation, partnership, joint venture, trust, enterprise or non-profit entity shall be reduced by any amount such person may collect as indemnification from such other corporation, partnership, joint venture, trust, enterprise or non-profit entity.

Section 6.6. Amendment or Repeal. Any repeal or modification of the foregoing provisions of this Article VI shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification.

## ARTICLE VII

### Miscellaneous

Section 7.1. Fiscal Year. The fiscal year of the corporation shall be determined by resolution of the Board of Directors.

Section 7.2. Seal. The Board of Directors shall determine whether or not the corporation shall have a corporate seal. The corporate seal (if any) shall have the name of the corporation inscribed thereon and shall be in such form as may be approved from time to time by the Board of Directors.

Section 7.3. Waiver of Notice of Meetings of Stockholders, Directors and Committees. Any written waiver of notice, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of any regular or special meeting of the stockholders, directors, or members of a committee of directors need be specified in any written waiver of notice.

Section 7.4. Interested Directors; Quorum. No contract or transaction between the corporation and one or more of its directors or officers, or between the corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his, her or their votes are counted for such purpose, if (1) the material facts as to his, her or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the

committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (2) the material facts as to his, her or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders or (3) the contract or transaction is fair as to the corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof, or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction. Nothing in this Section 7.4 shall be construed to imply that any contract or transaction between the corporation and Northern States Power Company ("NSP"), or between the corporation and any other corporation that is a direct or indirect wholly-owned subsidiary of NSP, shall be void or voidable, whether or not such contract or transaction complies with the requirements of clauses (1), (2) or (3) of the immediately preceding sentence.

Section 7.5. Form of Records. Any records maintained by the corporation in the regular course of its business, including its stock ledger, books of account and minute books, may be kept on, or be in the form of, punch cards, magnetic tape, photographs, microphotographs or any other information storage device, provided that the records so kept can be converted into clearly legible form within a reasonable time. The corporation shall so convert any records so kept upon the request of any person entitled to inspect the same.

Section 7.6. Amendment of Bylaws. These bylaws may be altered or repealed, and new bylaws made, by the Board of Directors, but the stockholders may make additional bylaws and may alter and repeal any bylaws whether adopted by them or otherwise.



FILED  
[ILLEGIBLE]  
JAN 22 1986  
[ILLEGIBLE]  
CORPORATION COMMISSIONER

01238664946  
01787282  
ARTICLES OF INCORPORATION  
OF  
ONSITE ENERGY, INC.

The undersigned natural person of the age of 18 years or more, acting as incorporator under the Oregon Business Corporation Act, adopts the following Articles of Incorporation:

ARTICLE I

The name of the corporation is ONSITE Energy, Inc., and its duration shall be perpetual.

ARTICLE II

The purposes for which the corporation is organized are:

- A. To engage in the business of generating electricity.
- B. To engage in any other lawful activity for which corporations may be organized under Chapter 57, ORS.

ARTICLE III

- A. The aggregate number of shares which the corporation shall have authority to issue is 1,000 shares, par value \$1 a share, of voting common stock.

ARTICLE IV

No holder of shares or securities of the corporation now or hereafter authorized shall have any preemptive right or be entitled as of right to subscribe for, purchase or receive any unissued or treasury shares of any class, whether now or hereafter authorized, or any notes, bonds, debentures, or other

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securities convertible into, or carrying options or warrants to purchase, shares of any class; but all such unissued or treasury shares of any class, or notes, bonds, debentures or other securities convertible into, or carrying options or warrants to purchase, shares of any class may be issued or disposed of by the Board of Directors to such persons and on such terms as it, in its absolute discretion, may deem advisable.

ARTICLE V

Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors, or by a sole remaining director. Any directorship to be filled by reason of an increase in the number of directors of the corporation may be filled by the affirmative vote of a majority of the number of directors fixed by the bylaws prior to such increase. Any such directorship not so filled by the directors shall be filled by election at the next annual meeting of shareholders or at a special meeting of shareholders called for that purpose.

ARTICLE VI

The corporation shall indemnify to the fullest extent permitted by the Oregon Business Corporation Act any person who is made, or threatened to be made, a party to an action, suit or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including an action, suit or proceeding by or in the right of the corporation) by reason of the fact that

the person is or was a director or officer of the corporation or a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 with respect to any employee benefit plan of the corporation, or serves or served at the request of the corporation as a director or officer, or as a fiduciary of an employee benefit plan, of another corporation, partnership, joint venture, trust or other enterprise. The right to and amount of indemnification shall be determined in accordance with the provisions of the Oregon Business Corporation Act in effect at the time of the determination.

ARTICLE VII

The address of the initial registered office of the corporation is Suite 2300, 900 SW Fifth Avenue, Portland, Oregon 97204, and the name of its initial registered agent at such address is Marcus Wood. Division May Mail Notices to Above Address.

ARTICLE VIII

The number of directors constituting the initial Board of Directors of the corporation is six. The names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders and until their successors are elected and shall qualify are:

<u>Name</u>	<u>Address</u>
James F. Pienovi	920 SW Sixth Avenue Portland, OR 97204
Andrea K. Walters	920 SW Sixth Avenue Portland, OR 97204

Robert M. Smith	920 SW Sixth Avenue Portland, OR 97204
David Jermain	920 SW Sixth Avenue Portland, OR 97204
Nels Gabbert	851 SW Sixth Avenue Portland, OR 97204
Charles E. Peterson	805 Broadway Vancouver, WA 98668

ARTICLE IX

The name and address of the incorporator are:

Name	Address
J. Mark Morford	900 SW Fifth Avenue Portland, OR 97204

SIGNATURE AND VERIFICATION

I, the undersigned incorporator, declare under penalties of perjury that I have examined the foregoing and that to the best of my knowledge and belief, it is true, correct and complete.

Date: January 22, 1986.

/s/ J. Mark Morford  
J. Mark Morford, Incorporator

**ARTICLES OF MERGER  
OF  
PACIFIC AGT, INC.  
WITH AND INTO  
ONSITE ENERGY, INC.**

**FILED  
FEB - 1 1995  
SECRETARY OF STATE**

Pursuant to sections 60,481 and 60,494 of the Oregon Business Corporation Act, ONSITE ENERGY, INC., an Oregon corporation, does hereby adopt the following articles of merger.

1. The names of the merging corporations are ONSITE ENERGY, INC. (the surviving corporation), and PACIFIC AGT, INC. (the "Subsidiary"), all of which are wholly owned subsidiaries of PACIFIC GENERATION COMPANY, an Oregon corporation. Each of ONSITE ENERGY, INC. and the Subsidiary are Oregon corporations. ONSITE ENERGY, INC. is the surviving corporation in the merger.
2. Attached hereto as Exhibit A is the Agreement and Plan of Merger (the "Plan") for merging the Subsidiary with and into ONSITE ENERGY, INC.
3. As to each corporation participating in the merger, the class, number of shares outstanding at the record date for determining shareholders entitled to vote on the Plan and the number of votes cast for and against the Plan are as follows:

<b>Corporation</b>	<b>Class</b>	<b>Number of Shares Outstanding</b>	<b>Number of Votes Entitled To Be Cast</b>	<b>Number of Votes Cast For</b>	<b>Number of Votes Cast Against</b>
ONSITE Energy, Inc.	Common	100	100	100	0
Pacific AGT, Inc.	Common	100	100	100	0

4. The number of votes cast for the Plan by the sole shareholder of ONSITE ENERGY, INC., and the number of votes cast for the plan by the sole shareholder of the Subsidiary were sufficient for approval of the plan.

DATED as of December 19, 1994.

**ONSITE ENERGY, INC.**

By: /s/ John T. Miller  
John T. Miller, Senior Vice President

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**AGREEMENT AND PLAN OF MERGER  
OF  
PACIFIC AGT, INC.  
WITH AND INTO  
ONSITE ENERGY, INC.**

1. Parties. The names of the corporations proposing to merge are Pacific AGT, Inc. (the “Subsidiary”), into Onsite Energy, Inc. (collectively, the “Affiliates”). The Affiliates are Oregon corporations and wholly owned subsidiaries of Pacific Generation Company (“PGC”). The surviving corporation in the merger (the “Merger”) shall be Onsite Energy, Inc.

2. Terms and Conditions. The Merger shall be effective upon the date and time when Articles of Merger are duly filed with the Secretary of State of the State of Oregon (the “Effective Time”). Upon consummation of the Merger, the Subsidiary shall be merged with and into Onsite Energy, Inc., in the manner and with the effect provided by the Oregon Business Corporation Act, the separate corporate existence of the Subsidiary shall cease and thereupon the Subsidiary and Onsite Energy, Inc., shall be a single corporation subject to the Articles of Incorporation of Onsite Energy, Inc. and the Bylaws of Onsite Energy, Inc., then in effect. The outstanding shares of capital stock of Onsite Energy, Inc., shall remain in existence and outstanding without change as a result of the Merger, and the outstanding shares of capital stock of the Subsidiary shall be canceled, all on the basis, terms, and conditions described in Section 3.

3. Cancellation of Shares. The manner and basis of canceling the shares of the Subsidiary shall be as follows:

(a) Pacific AGT, Inc. Common Stock. The 100 shares of Pacific AGT, Inc., common stock outstanding immediately before the Effective Time, which is held by Onsite Energy, Inc., shall by virtue of the Merger and without any action on the part of Onsite Energy, Inc., as the holder thereof, be canceled and cease to exist.

4. Termination. This Plan of Merger may be terminated and abandoned at any time prior to the Effective Time by the mutual consent of Onsite Energy, Inc. and the Subsidiary by action of their respective boards of directors.

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IN WITNESS WHEREOF, Onsite Energy, Inc. and the Subsidiary have caused this Agreement and Plan of Merger to be duly executed as of December 19, 1994.

Onsite Energy, Inc.

By: /s/ John T. Miller  
John T. Miller, Senior Vice President

Pacific AGT, Inc.

By: /s/ John T. Miller  
John T. Miller, Senior Vice President

ARTICLES OF INCORPORATION

OF

ONSITE ENERGY, INC.

The undersigned natural person of the age of 18 years or more, acting as incorporator under the Oregon Business Corporation Act, adopts the following Articles of Incorporation:

ARTICLE I

The name of the corporation is ONSITE Energy, Inc., and its duration shall be perpetual.

ARTICLE II

The purposes for which the corporation is organized are:

- A. To engage in the business of generating electricity.
- B. To engage in any other lawful activity for which corporations may be organized under Chapter 57, ORS.

ARTICLE III

- A. The aggregate number of shares which the corporation shall have authority to issue is 1,000 shares, par value \$1 a share, of voting common stock.

ARTICLE IV

No holder of shares or securities of the corporation now or hereafter authorized shall have any preemptive right or be entitled as of right to subscribe for, purchase or receive any unissued or treasury shares of any class, whether now or hereafter authorized, or any notes, bonds, debentures, or other

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securities convertible into, or carrying options or warrants to purchase, shares of any class; but all such unissued or treasury shares of any class, or notes, bonds, debentures or other securities convertible into, or carrying options or warrants to purchase, shares of any class may be issued or disposed of by the Board of Directors to such persons and on such terms as it, in its absolute discretion, may deem advisable.

ARTICLE V

Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors, or by a sole remaining director. Any directorship to be filled by reason of an increase in the number of directors of the corporation may be filled by the affirmative vote of a majority of the number of directors fixed by the bylaws prior to such increase. Any such directorship not so filled by the directors shall be filled by election at the next annual meeting of shareholders or at a special meeting of shareholders called for that purpose.

ARTICLE VI

The corporation shall indemnify to the fullest extent permitted by the Oregon Business Corporation Act any person who is made, or threatened to be made, a party to an action, suit or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including an action, suit or proceeding by or in the right of the corporation) by reason of the fact that

the person is or was a director or officer of the corporation or a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 with respect to any employee benefit plan of the corporation, or serves or served at the request of the corporation as a director or officer, or as a fiduciary of an employee benefit plan, of another corporation, partnership, joint venture, trust or other enterprise. The right to and amount of indemnification shall be determined in accordance with the provisions of the Oregon Business Corporation Act in effect at the time of the determination.

ARTICLE VII

The address of the initial registered office of the corporation is Suite 2300, 900 SW Fifth Avenue, Portland, Oregon 97204, and the name of its initial registered agent at such address is Marcus Wood. DIVISION MAY MAIL NOTICES TO ABOVE ADDRESS

ARTICLE VIII

The number of directors constituting the initial Board of Directors of the corporation is six. The names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders and until their successors are elected and shall qualify are:

<u>Name</u>	<u>Address</u>
James F. Pienovi	920 SW Sixth Avenue Portland, OR 97204
Andrea K. Walters	920 SW Sixth Avenue Portland, OR 97204

Robert M. Smith	920 SW Sixth Avenue Portland, OR 97204
David Jermain	920 SW Sixth Avenue Portland, OR 97204
Nels Gabbert	851 SW Sixth Avenue Portland, OR 97204
Charles E. Peterson	805 Broadway Vancouver, WA 98668

ARTICLE IX

The name and address of the incorporator are:

Name	Address
J. Mark Morford	900 SW Fifth Avenue Portland, OR 97204

SIGNATURE AND VERIFICATION

I, the undersigned incorporator, declare under penalties of perjury that I have examined the foregoing and that to the best of my knowledge and belief, it is true, correct and complete.

Date: January 22, 1986.

/s/ J. Mark Morford  
J. Mark Morford, Incorporator

BYLAWS  
OF  
ONSITE ENERGY, INC.  
ARTICLE I  
SHAREHOLDERS

1.1 Annual Meeting. The annual meeting of the shareholders shall be held on the second Wednesday in the month of July in each year, unless a different date is fixed by the Board of Directors and stated in the notice of the meeting. If the day fixed for the annual meeting is a legal holiday, the meeting shall be held on the next succeeding Wednesday.

1.2 Failure to Hold Annual Meeting. If the annual meeting is not held at the designated time, the President or the Board of Directors may call the annual meeting at a time fixed by the calling party not more than 60 days after the designated time by proper notice designating the meeting as the annual meeting. If the annual meeting is not held at the designated time or during the 60-day period thereafter, the annual meeting may be called by the holders of not less than one-tenth of all the shares entitled to vote at the meeting. In such event, notice shall be given not more than 15 days after the expiration of such 60-day period. The notice shall fix the time of the meeting at the earliest date permissible under the applicable notice requirements.

1.3 Special Meetings. Special meetings of the shareholders may be called by the President or by the Board of Directors, and shall be called by the President (or, in the event of absence, incapacity or refusal of the President, by the Secretary or any other officer) at the request of the holders of not less than one-tenth of all the outstanding shares of the corporation entitled to vote at the meeting.

1.4 Place of Meetings. Meetings of the shareholders shall be held at the principal business office of the corporation or at such other place, within or without the State of Oregon, as may be determined by the Board of Directors.

1.5 Notice of Meetings. Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called shall be mailed to each shareholder entitled to vote at the meeting at the shareholder's address as it appears on the stock transfer records of the corporation, with postage thereon

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prepaid, not less than 10 nor more than 50 days before the date of the meeting, by or at the direction of the President, the Secretary or the officer or persons calling the meeting.

1.6 Waiver of Notice. Whenever any notice is required to be given to any shareholder of the corporation, a waiver thereof in writing, signed by the person entitled to such notice or his or her authorized attorney, whether signed before or after the event stated in the notice, shall be deemed equivalent to the giving of such notice. Any shareholder attending a meeting without objection shall be deemed to have waived notice of the meeting.

1.7 Closing of Transfer Books or Fixing of Record Date.

(a) For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or shareholders entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other proper purpose, the Board of Directors of the corporation may provide that the stock transfer books shall be closed for a stated period but not to exceed, in any case, 50 days. If the stock transfer books shall be closed for the purpose of determining shareholders entitled to notice of or to vote at a meeting of shareholders, such books shall be closed for at least 10 days immediately preceding such meeting.

(b) In lieu of closing the stock transfer books, the Board of Directors may fix in advance a date as the record date for any such determination of shareholders, such date in any case to be not more than 50 days and, in case of a meeting of shareholders, not less than 10 days prior to the date on which the particular action, requiring such determination of shareholders, is to be taken.

(c) If the stock transfer books are not closed and no record date is fixed for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders, or shareholders entitled to receive payment of a dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the Board of Directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of shareholders.

(d) When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this section, such determination shall apply to any adjournment thereof except where the determination has been made through the closing of the stock transfer books and the stated period of closing has expired.

1.8 Voting Records. The officer or agent having charge of the stock transfer books for shares of the corporation shall make, at least 10 days before each meeting of shareholders, a complete record of the shareholders entitled to vote at such meeting, or any adjournment thereof, arranged in alphabetical order, with the address of and the number of shares held by each, which record, for a period of 10 days prior to such meeting, shall be kept on file at the registered office of the corporation and shall be subject to inspection by any shareholder at any time during usual business hours. Such record shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting. The original stock transfer book shall be prima facie evidence as to who are the shareholders entitled to examine such record or transfer books or to vote at any meeting of shareholders. Failure to comply with the requirements of this section shall not affect the validity of any action taken at such meeting.

1.9 Quorum: Adjournment. A majority of the outstanding shares of the corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. If a quorum is present at a meeting, a majority may adjourn the meeting from time to time to a different time and place. At such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally held. The shareholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum.

1.10 Majority Vote: Action Without Meeting. The vote of the holders of a majority of the shares present and entitled to vote at any duly organized meeting shall decide any question unless the vote of a greater number shall be required by law or the Articles of Incorporation. Any action which is required or permitted to be taken by the shareholders at a meeting may be taken without a meeting if a consent in writing setting forth the action so taken is signed by all of the shareholders entitled to vote on the matter. The action shall be effective on the date when the last signature is placed on the consent or at such earlier time as is set forth therein. Such consent, which shall have the same effect as a unanimous vote of the shareholders, shall be filed with the minutes of the corporation.

1.11 Proxies. At all meetings of shareholders, a shareholder may vote by proxy executed in writing by the shareholder or by a duly authorized attorney in fact. The proxy shall be filed with the Secretary of the corporation before or at the time of the meeting. No proxy shall be valid after 11

months from the date of its execution, unless otherwise provided in the proxy.

1.12 Voting of Shares by Certain Holders.

(a) Shares standing in the name of another corporation may be voted by such officer, agent or proxy as the bylaws of such corporation may prescribe, or, in the absence of such provision, as the board of directors of such corporation may determine.

(b) Shares held by an administrator, executor, guardian or conservator may be voted by the holder, either in person or by proxy, without a transfer of such shares into the holder's name. Shares standing in the name of a trustee may be voted by that trustee, either in person or by proxy, but no trustee shall be entitled to vote shares without a transfer of such shares into the trustee's name.

(c) Shares standing in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into the receiver's name if authority to do so is contained in an appropriate order of the court by which such receiver was appointed.

(d) A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

(e) Neither treasury shares, nor shares of its own stock held by the corporation in a fiduciary capacity, nor shares held by another corporation if a majority of the shares entitled to vote for the election of directors of such other corporation is held by the corporation, shall be voted at any meeting or counted in determining the total number of outstanding shares at any given time.

ARTICLE II

BOARD OF DIRECTORS

2.1 General Powers. The business and affairs of the corporation shall be managed by its Board of Directors.

2.2 Number, Tenure and Qualification. The number of directors of the corporation shall be not less than two nor more than 14, as established from time to time by resolution of the Board of Directors. The directors shall hold office until the next annual meeting of shareholders and until their successors

shall have been elected and qualified, or until earlier death, resignation or removal. Directors need not be residents of the State of Oregon or shareholders of the corporation. The number of directors may be increased or decreased from time to time by the Board of Directors within the limits set forth, without amendment to the bylaws, but no decrease shall have the effect of shortening the term of any incumbent director.

2.3 Regular Meetings. A regular meeting of the Board of Directors shall be held without other notice than this bylaw immediately after, and at the same place as, the annual meeting of shareholders. The Board of Directors may provide, by resolution, the time and place, either within or without the State of Oregon, for the holding of additional regular meetings without other notice than the resolution.

2.4 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or by one-third of the directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or without the State of Oregon, as the place for holding any special meeting of the Board of Directors called by them.

2.5 Notice. Written notice of any special meeting of the Board of Directors shall be given at least two days prior to the meeting by personal delivery, by mail or by telegram. If mailed, notice shall be deemed to be given when deposited in the United States mails addressed to the director at the director's business address, with postage thereon prepaid. If by telegram, notice shall be deemed to be given when the telegram is delivered to the telegraph company. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

2.6 Waiver of Notice. Whenever any notice is required to be given to any director of the corporation, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the event stated therein, shall be deemed equivalent to the giving of such notice.

2.7 Quorum: Majority Vote. A majority of the number of directors fixed according to Section 2.2 of this Article II shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. The act of the majority of



the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless a different number is provided by law, the Articles of Incorporation or these bylaws.

2.8 Meeting by Telephone Conference; Consent in Lieu of Meeting.

(a) Members of the Board of Directors may hold a board meeting by conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at the meeting.

(b) Any action which is required or permitted to be taken by the directors at a meeting may be taken without a meeting if a consent in writing setting forth the action so taken is signed by all of the directors entitled to vote on the matter. The action shall be effective on the date when the last signature is placed on the consent or at such earlier time as is set forth therein. Such consent, which shall have the same effect as a unanimous vote of the directors, shall be filed with the minutes of the corporation.

2.9 Vacancies. Except as hereinafter provided, any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors, or by a sole remaining director. Any directorship to be filled by reason of an increase in the number of directors of the corporation may be filled by the affirmative vote of a majority of the number of directors fixed by the bylaws prior to such increase. Any such directorship not so filled by the directors shall be filled by election at the next annual meeting of shareholders or at a special meeting of shareholders called for that purpose. A director elected to fill a vacancy shall be elected to serve until the next annual meeting of shareholders and until a successor shall be elected and qualified.

2.10 Compensation. By resolution of the Board of Directors, the directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors, and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

2.11 Presumption of Assent. A director of the corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless the director's

dissent to the action is entered in the minutes of the meeting or unless a written dissent to the action is filed with the person acting as the secretary of the meeting before the adjournment thereof or forwarded by certified or registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. The right to dissent shall not apply to a director who voted in favor of the action.

2.12 Transactions with Directors.

(a) Any contract or other transaction or determination between the corporation and one or more of its directors, or between the corporation and another party in which one or more of its directors are financially interested, shall be valid notwithstanding the relationship or interest or the presence or participation of such director or directors in a meeting of the Board of Directors or a committee thereof which acts upon or in reference to such contract, transaction or determination, if: the fact of such relationship or interest is disclosed or known to the Board of Directors or committee and it authorizes, approves or ratifies the contract, transaction or determination by a vote or consent sufficient for the purpose without counting the votes or consents of such interested directors; or the fact of such relationship or interest is disclosed or known to the shareholders entitled to vote and they authorize, approve or ratify such contract, transaction or determination by vote or written consent; or the contract, transaction or determination is fair and reasonable to the corporation.

(b) Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or committee which authorizes or ratifies such contract, transaction or determination. The interested directors shall not be disqualified from voting as shareholders for ratification or approval of such contract, transaction or determination.

(c) None of the provisions of this section shall invalidate any contract, transaction or determination which would otherwise be valid under applicable law.

2.13 Removal. All or any number of the directors may be removed, with or without cause, at a meeting called expressly for that purpose, by a vote of the holders of a majority of the shares then entitled to vote at an election of directors.

2.14 Resignation. Any director may resign by delivering his or her resignation to the corporation at its principal office or to the President or Secretary. Such resignation shall be effective on receipt unless it is specified to be effective at some other time or upon the happening of some other event.

ARTICLE III

EXECUTIVE COMMITTEE

3.1 Designation. The Board of Directors may designate from among its members an executive committee. The designation of an executive committee, and the delegation of authority to it, shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed by law. No member of the committee shall continue to be a member thereof after ceasing to be a director of the corporation. The Board of Directors shall have the power at any time to increase or decrease the number of members of the committee, to fill vacancies thereon, to change any member thereof and to change the functions or terminate the existence thereof.

3.2 Powers. During the interval between meetings of the Board of Directors, and subject to such limitations as may be imposed by resolution of the Board of Directors, the executive committee may have and may exercise all the authority of the Board of Directors in the management of the corporation. Notwithstanding the foregoing, the executive committee shall not have the authority of the Board of Directors in reference to amending the Articles of Incorporation; adopting a plan of merger or consolidation; recommending to the shareholders the sale, lease, exchange, mortgage, pledge or other disposition of all or substantially all the property and assets of the corporation otherwise than in the usual regular course of its business; recommending to the shareholders a voluntary dissolution of the corporation or a revocation thereof; or amending the bylaws of the corporation.

3.3 Procedures; Meetings; Quorum.

(a) The Board of Directors shall appoint a chairman from among the members of the executive committee and shall appoint a secretary who may, but need not, be a member of the committee. The chairman shall preside at all committee meetings and the secretary of the committee shall keep a record of its acts and proceedings.

(b) Regular meetings of the executive committee, of which no notice shall be necessary, shall be held on such days and at such places as shall be fixed by resolution adopted by the committee. Special meetings of the committee shall be called at the request of the President or of any member of the committee, and shall be held upon such notice as is required by these bylaws for special meetings of the Board of Directors, provided that notice by word of mouth or telephone shall be sufficient if received in the city where the meeting is to be held not later than the day immediately preceding the day of the

meeting. A waiver of notice of a meeting, signed by the person or persons entitled to such notice, whether before or after the event stated therein, shall be deemed equivalent to the giving of such notice.

(c) Attendance of any member of the executive committee at a meeting shall constitute a waiver of notice of the meeting. A majority of the committee, from time to time, shall be necessary to constitute a quorum for the transaction of any business, and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee. Members of the committee may hold a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such a meeting shall constitute presence in person at the meeting.

(d) Any action which may be taken at a meeting of the executive committee may be taken without a meeting if a consent in writing setting forth the actions so taken shall be signed by all members of the committee entitled to vote with respect to the subject matter thereof. The action shall be effective on the date when the last signature is placed on the consent or at such earlier time as is set forth therein. The consent shall have the same effect as a unanimous vote of the committee.

(e) The Board of Directors may vote to the members of the executive committee a reasonable fee as compensation for attendance at meetings of the committee.

#### ARTICLE IV

##### OFFICERS

4.1 Number. The officers of the corporation shall be a President and a Secretary. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors and shall have such powers and duties as may be prescribed by the Board of Directors. Any two or more offices may be held by the same person.

4.2 Election and Term of Office. The officers of the corporation shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after the annual meeting of the shareholders. If the election of officers shall not be held at the meeting, it shall be held as soon thereafter as is convenient. Each officer shall hold office until a successor shall have been duly elected and shall have qualified or until the officer's death, resignation or removal in the manner hereinafter provided.

4.3 Qualification. No officer need be a director, stockholder or Oregon resident. Any officer may be required by the Board of Directors to give bond for the faithful performance of his or her duties to the corporation in such amount and with such sureties as the Board may determine. The corporation may pay the premium for such bond.

4.4 Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the corporation would be served thereby, but removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

4.5 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

4.6 President. The President shall be the chief executive and operating officer of the corporation and shall be in general charge of its business and affairs, subject to the control of the Board of Directors. The President shall preside at all meetings of shareholders and, in the absence of a Chairman of the Board, at all meetings of directors. The President may execute in behalf of the corporation all contracts, agreements, stock certificates and other instruments. The President shall from time to time report to the Board of Directors all matters within the President's knowledge affecting the corporation which should be brought to the attention of the Board. The President shall vote all shares of stock in other corporations owned by the corporation, and shall be empowered to execute proxies, waivers of notice, consents and other instruments in the name of the corporation with respect to such stock. The President shall perform such other duties as may be required by the Board of Directors.

4.7 Vice Presidents. If the Board designates a Vice President, then in the absence of the President or in the event of the President's death, inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order designated at the time of their election, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as may be assigned from time to time by the President or by the Board of Directors.

4.8 Secretary. The Secretary shall keep the minutes of all meetings of the directors and shareholders, and shall have custody of the minute books and other records pertaining to the corporate business. The Secretary shall countersign all stock certificates and other instruments requiring the seal of the corporation and shall perform such other duties as may be required by the Board of Directors.

4.9 Treasurer. If the Board designates a Treasurer, then the Treasurer shall be the chief financial and accounting officer of the corporation. The Treasurer shall keep correct and complete records of accounts showing the financial condition of the corporation. The Treasurer shall be legal custodian of all moneys, notes, securities and other valuables that may come into the possession of the corporation. The Treasurer shall deposit all funds of the corporation which come into the Treasurer's hands in depositories which the Board of Directors may designate. The Treasurer shall pay the funds out only on the check of the corporation signed in the manner authorized by the Board of Directors. The Treasurer shall perform such other duties as the Board of Directors may require. The Board may appoint one or more Assistant Treasurers.

4.10 Salaries. The salaries of the officers shall be fixed from time to time by the Board of Directors and no officer shall be prevented from receiving such salary because the officer is also a director of the corporation.

## ARTICLE V

### INDEMNIFICATION

The corporation shall indemnify to the fullest extent permitted by the Oregon Business Corporation Act any person who is made, or threatened to be made, a party to an action, suit or proceeding, whether civil, criminal, administrative, investigative or otherwise (including an action, suit or proceeding by or in the right of the corporation) by reason of the fact that the person is or was a director or officer of the corporation, or a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 with respect to any employee benefit plan of the corporation, or serves or served at the request of the corporation as a director or officer, or as a fiduciary of an employee benefit plan, of another corporation, partnership, joint venture, trust or other enterprise. The right to and amount of indemnification shall be determined in accordance with the provisions of the Oregon Business Corporation Act in effect at the time of the determination.

ARTICLE VI  
CAPITAL STOCK

6.1 Issuance of Capital Stock. Unless otherwise provided by law, the whole or any part of any unissued balance of the authorized capital stock of the corporation or the whole or any part of the capital stock of the corporation held in its treasury may be issued or disposed of by vote of the Board of Directors for such consideration, not less than the par value thereof, expressed in dollars, and on such terms as the directors may determine from time to time.

6.2 Certificates for Shares.

(a) Certificates representing shares of the corporation shall be in such form as shall be determined by the Board of Directors. Such certificates shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary and may be sealed with the seal of the corporation or a facsimile thereof. All certificates for shares shall be consecutively numbered or otherwise identified.

(b) Every certificate for shares of stock which are subject to any restriction on transfer pursuant to the Articles of Incorporation, the bylaws, applicable securities laws or any agreement to which the corporation is a party shall have conspicuously noted on the face or back of the certificate either the full text of the restriction or a statement of the existence of such restriction and that the corporation retains a copy of the restriction. Every certificate issued when the corporation is authorized to issue more than one class or series of stock shall set forth on its face or back either the full text of the preferences, voting powers, qualifications and special and relative rights of the shares of each class and series authorized to be issued or a statement of the existence of such preferences, powers, qualifications and rights and a statement that the corporation will furnish a copy thereof to the holder of such certificate upon written request and without charge.

(c) The name and mailing address of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the stock transfer books of the corporation. Each stockholder shall have the duty to notify the corporation of his or her mailing address. All certificates surrendered to the corporation for transfer shall be cancelled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and cancelled, except that in case of a lost, destroyed or mutilated certificate a new one may be

issued therefor upon such terms and indemnity to the corporation as the Board of Directors may prescribe.

6.3 Transfer of Shares. Transfer of shares of the corporation shall be made only on the stock transfer books of the corporation by the holder of record thereof or by the holder's legal representative, who shall furnish proper evidence of authority to transfer, or by the holder's attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the corporation. The person in whose name shares stand on the books of the corporation shall be deemed by the corporation to be the owner thereof for all purposes.

6.4 Transfer Agent and Registrar. The Board of Directors may from time to time appoint one or more Transfer Agents and one or more Registrars for the shares of the corporation, with such powers and duties as the Board of Directors shall determine by resolution. The signatures of the President or Vice President and the Secretary or Assistant Secretary upon a certificate may be facsimiles if the certificate is manually signed on behalf of a Transfer Agent or by a Registrar other than the corporation itself or an employee of the corporation.

6.5 Officer Ceasing to Act. In case any officer who has signed or whose facsimile signature has been placed upon a stock certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the corporation with the same effect as if the signer were such officer at the date of its issuance.

6.6 Fractional Shares. The corporation shall not issue certificates for fractional shares.

## ARTICLE VII

### CONTRACTS, LOANS, CHECKS AND OTHER INSTRUMENTS

7.1 Contracts. The Board of Directors may authorize any officer or officers and agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

7.2 Loans. No loans shall be contracted on behalf of the corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

7.3 Checks, Drafts, etc. All checks, drafts or other orders for the payment of money and notes or other evidences of

indebtedness issued in the name of the corporation shall be signed by such officer or officers and agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

#### ARTICLE VIII

##### MISCELLANEOUS PROVISIONS

8.1 Seal. The seal of the corporation shall be circular in form and shall have inscribed thereon the name of the corporation and the state of incorporation and the words "Corporate Seal."

8.2 Severability. Any determination that any provision of these bylaws is for any reason inapplicable, invalid, illegal or otherwise ineffective shall not affect or invalidate any other provision of these bylaws.

8.3 Evidence of Authority. A certificate by the Secretary or an Assistant Secretary as to any action taken by the stockholders, directors, any committee or any officer or representative of the corporation shall as to all persons who rely on the certificate in good faith be conclusive evidence of such action.

#### ARTICLE IX

##### AMENDMENTS

These bylaws may be altered, amended or repealed and new bylaws may be adopted by the Board of Directors at any regular or special meeting, subject to repeal or change by action of the shareholders of the corporation.



BYLAWS AMENDMENT

July 15, 1986

At a meeting of the Board of Directors of ONSITE Energy, Inc., the directors unanimously approved the following resolution:

RESOLVED, that the Bylaws of the Company are hereby amended by inserting the following paragraph after paragraph 4.5 of the Bylaws, and by renumbering the subsequent paragraphs of Article IV of the Bylaws accordingly:

“4.6 Chairman of the Board. If the Board of Directors designates a Chairman of the Board, the Chairman of the Board shall preside at all meetings of the Board of Directors and shall perform such other duties as may be prescribed from time to time by the Board of Directors.”

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BYLAWS  
OF  
ONSITE ENERGY, INC.  
ARTICLE I  
SHAREHOLDERS

1.1 Annual Meeting. The annual meeting of the shareholders shall be held on the second Wednesday in the month of July in each year, unless a different date is fixed by the Board of Directors and stated in the notice of the meeting. If the day fixed for the annual meeting is a legal holiday, the meeting shall be held on the next succeeding Wednesday.

1.2 Failure to Hold Annual Meeting. If the annual meeting is not held at the designated time, the President or the Board of Directors may call the annual meeting at a time fixed by the calling party not more than 60 days after the designated time by proper notice designating the meeting as the annual meeting. If the annual meeting is not held at the designated time or during the 60-day period thereafter, the annual meeting may be called by the holders of not less than one-tenth of all the shares entitled to vote at the meeting. In such event, notice shall be given not more than 15 days after the expiration of such 60-day period. The notice shall fix the time of the meeting at the earliest date permissible under the applicable notice requirements.

1.3 Special Meetings. Special meetings of the shareholders may be called by the President or by the Board of Directors, and shall be called by the President (or, in the event of absence, incapacity or refusal of the President, by the Secretary or any other officer) at the request of the holders of not less than one-tenth of all the outstanding shares of the corporation entitled to vote at the meeting.

1.4 Place of Meetings. Meetings of the shareholders shall be held at the principal business office of the corporation or at such other place, within or without the State of Oregon, as may be determined by the Board of Directors.

1.5 Notice of Meetings. Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called shall be mailed to each shareholder entitled to vote at the meeting at the shareholder's address as it appears on the stock transfer records of the corporation, with postage thereon

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prepaid, not less than 10 nor more than 50 days before the date of the meeting, by or at the direction of the President, the Secretary or the officer or persons calling the meeting.

1.6 Waiver of Notice. Whenever any notice is required to be given to any shareholder of the corporation, a waiver thereof in writing, signed by the person entitled to such notice or his or her authorized attorney, whether signed before or after the event stated in the notice, shall be deemed equivalent to the giving of such notice. Any shareholder attending a meeting without objection shall be deemed to have waived notice of the meeting.

1.7 Closing of Transfer Books or Fixing of Record Date.

(a) For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or shareholders entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other proper purpose, the Board of Directors of the corporation may provide that the stock transfer books shall be closed for a stated period but not to exceed, in any case, 50 days. If the stock transfer books shall be closed for the purpose of determining shareholders entitled to notice of or to vote at a meeting of shareholders, such books shall be closed for at least 10 days immediately preceding such meeting.

(b) In lieu of closing the stock transfer books, the Board of Directors may fix in advance a date as the record date for any such determination of shareholders, such date in any case to be not more than 50 days and, in case of a meeting of shareholders, not less than 10 days prior to the date on which the particular action, requiring such determination of shareholders, is to be taken.

(c) If the stock transfer books are not closed and no record date is fixed for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders, or shareholders entitled to receive payment of a dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the Board of Directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of shareholders.

(d) When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this section, such determination shall apply to any adjournment thereof except where the determination has been made through the closing of the stock transfer books and the stated period of closing has expired.

1.8 Voting Records. The officer or agent having charge of the stock transfer books for shares of the corporation shall make, at least 10 days before each meeting of shareholders, a complete record of the shareholders entitled to vote at such meeting, or any adjournment thereof, arranged in alphabetical order, with the address of and the number of shares held by each, which record, for a period of 10 days prior to such meeting, shall be kept on file at the registered office of the corporation and shall be subject to inspection by any shareholder at any time during usual business hours. Such record shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting. The original stock transfer book shall be prima facie evidence as to who are the shareholders entitled to examine such record or transfer books or to vote at any meeting of shareholders. Failure to comply with the requirements of this section shall not affect the validity of any action taken at such meeting.

1.9 Quorum; Adjournment. A majority of the outstanding shares of the corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. If a quorum is present at a meeting, a majority may adjourn the meeting from time to time to a different time and place. At such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally held. The shareholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum.

1.10 Majority Vote; Action Without Meeting. The vote of the holders of a majority of the shares present and entitled to vote at any duly organized meeting shall decide any question unless the vote of a greater number shall be required by law or the Articles of Incorporation. Any action which is required or permitted to be taken by the shareholders at a meeting may be taken without a meeting if a consent in writing setting forth the action so taken is signed by all of the shareholders entitled to vote on the matter. The action shall be effective on the date when the last signature is placed on the consent or at such earlier time as is set forth therein. Such consent, which shall have the same effect as a unanimous vote of the shareholders, shall be filed with the minutes of the corporation.

1.11 Proxies. At all meetings of shareholders, a shareholder may vote by proxy executed in writing by the shareholder or by a duly authorized attorney in fact. The proxy shall be filed with the Secretary of the corporation before or at the time of the meeting. No proxy shall be valid after 11

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months from the date of its execution, unless otherwise provided in the proxy.

1.12 Voting of Shares by Certain Holders.

- (a) Shares standing in the name of another corporation may be voted by such officer, agent or proxy as the bylaws of such corporation may prescribe, or, in the absence of such provision, as the board of directors of such corporation may determine.
- (b) Shares held by an administrator, executor, guardian or conservator may be voted by the holder, either in person or by proxy, without a transfer of such shares into the holder's name. Shares standing in the name of a trustee may be voted by that trustee, either in person or by proxy, but no trustee shall be entitled to vote shares without a transfer of such shares into the trustee's name.
- (c) Shares standing in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into the receiver's name if authority to do so is contained in an appropriate order of the court by which such receiver was appointed.
- (d) A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.
- (e) Neither treasury shares, nor shares of its own stock held by the corporation in a fiduciary capacity, nor shares held by another corporation if a majority of the shares entitled to vote for the election of directors of such other corporation is held by the corporation, shall be voted at any meeting or counted in determining the total number of outstanding shares at any given time.

ARTICLE II

BOARD OF DIRECTORS

2.1 General Powers. The business and affairs of the corporation shall be managed by its Board of Directors.

2.2 Number, Tenure and Qualification. The number of directors of the corporation shall be not less than two nor more than 14, as established from time to time by resolution of the Board of Directors. The directors shall hold office until the next annual meeting of shareholders and until their successors

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shall have been elected and qualified, or until earlier death, resignation or removal. Directors need not be residents of the State of Oregon or shareholders of the corporation. The number of directors may be increased or decreased from time to time by the Board of Directors within the limits set forth, without amendment to the bylaws, but no decrease shall have the effect of shortening the term of any incumbent director.

2.3 Regular Meetings. A regular meeting of the Board of Directors shall be held without other notice than this bylaw immediately after, and at the same place as, the annual meeting of shareholders. The Board of Directors may provide, by resolution, the time and place, either within or without the State of Oregon, for the holding of additional regular meetings without other notice than the resolution.

2.4 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or by one-third of the directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or without the State of Oregon, as the place for holding any special meeting of the Board of Directors called by them.

2.5 Notice. Written notice of any special meeting of the Board of Directors shall be given at least two days prior to the meeting by personal delivery, by mail or by telegram. If mailed, notice shall be deemed to be given when deposited in the United States mails addressed to the director at the director's business address, with postage thereon prepaid. If by telegram, notice shall be deemed to be given when the telegram is delivered to the telegraph company. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

2.6 Waiver of Notice. Whenever any notice is required to be given to any director of the corporation, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the event stated therein, shall be deemed equivalent to the giving of such notice.

2.7 Quorum; Majority Vote. A majority of the number of directors fixed according to Section 2.2 of this Article II shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. The act of the majority of

the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless a different number is provided by law, the Articles of Incorporation or these bylaws.

2.8 Meeting by Telephone Conference; Consent in Lieu of Meeting.

(a) Members of the Board of Directors may hold a board meeting by conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at the meeting.

(b) Any action which is required or permitted to be taken by the directors at a meeting may be taken without a meeting if a consent in writing setting forth the action so taken is signed by all of the directors entitled to vote on the matter. The action shall be effective on the date when the last signature is placed on the consent or at such earlier time as is set forth therein. Such consent, which shall have the same effect as a unanimous vote of the directors, shall be filed with the minutes of the corporation.

2.9 Vacancies. Except as hereinafter provided, any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors, or by a sole remaining director. Any directorship to be filled by reason of an increase in the number of directors of the corporation may be filled by the affirmative vote of a majority of the number of directors fixed by the bylaws prior to such increase. Any such directorship not so filled by the directors shall be filled by election at the next annual meeting of shareholders or at a special meeting of shareholders called for that purpose. A director elected to fill a vacancy shall be elected to serve until the next annual meeting of shareholders and until a successor shall be elected and qualified.

2.10 Compensation. By resolution of the Board of Directors, the directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors, and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

2.11 Presumption of Assent. A director of the corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless the director's

dissent to the action is entered in the minutes of the meeting or unless a written dissent to the action is filed with the person acting as the secretary of the meeting before the adjournment thereof or forwarded by certified or registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. The right to dissent shall not apply to a director who voted in favor of the action.

2.12 Transactions with Directors.

(a) Any contract or other transaction or determination between the corporation and one or more of its directors, or between the corporation and another party in which one or more of its directors are financially interested, shall be valid notwithstanding the relationship or interest or the presence or participation of such director or directors in a meeting of the Board of Directors or a committee thereof which acts upon or in reference to such contract, transaction or determination, if: the fact of such relationship or interest is disclosed or known to the Board of Directors or committee and it authorizes, approves or ratifies the contract, transaction or determination by a vote or consent sufficient for the purpose without counting the votes or consents of such interested directors; or the fact of such relationship or interest is disclosed or known to the shareholders entitled to vote and they authorize, approve or ratify such contract, transaction or determination by vote or written consent; or the contract, transaction or determination is fair and reasonable to the corporation.

(b) Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or committee which authorizes or ratifies such contract, transaction or determination. The interested directors shall not be disqualified from voting as shareholders for ratification or approval of such contract, transaction or determination.

(c) None of the provisions of this section shall invalidate any contract, transaction or determination which would otherwise be valid under applicable law.

2.13 Removal. All or any number of the directors may be removed, with or without cause, at a meeting called expressly for that purpose, by a vote of the holders of a majority of the shares then entitled to vote at an election of directors.

2.14 Resignation. Any director may resign by delivering his or her resignation to the corporation at its principal office or to the President or Secretary. Such resignation shall be effective on receipt unless it is specified to be effective at some other time or upon the happening of some other event.

## ARTICLE III

### EXECUTIVE COMMITTEE

3.1 Designation. The Board of Directors may designate from among its members an executive committee. The designation of an executive committee, and the delegation of authority to it, shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed by law. No member of the committee shall continue to be a member thereof after ceasing to be a director of the corporation. The Board of Directors shall have the power at any time to increase or decrease the number of members of the committee, to fill vacancies thereon, to change any member thereof and to change the functions or terminate the existence thereof.

3.2 Powers. During the interval between meetings of the Board of Directors, and subject to such limitations as may be imposed by resolution of the Board of Directors, the executive committee may have and may exercise all the authority of the Board of Directors in the management of the corporation. Notwithstanding the foregoing, the executive committee shall not have the authority of the Board of Directors in reference to amending the Articles of Incorporation; adopting a plan of merger or consolidation; recommending to the shareholders the sale, lease, exchange, mortgage, pledge or other disposition of all or substantially all the property and assets of the corporation otherwise than in the usual regular course of its business; recommending to the shareholders a voluntary dissolution of the corporation or a revocation thereof; or amending the bylaws of the corporation.

3.3 Procedures; Meetings; Quorum.

(a) The Board of Directors shall appoint a chairman from among the members of the executive committee and shall appoint a secretary who may, but need not, be a member of the committee. The chairman shall preside at all committee meetings and the secretary of the committee shall keep a record of its acts and proceedings.

(b) Regular meetings of the executive committee, of which no notice shall be necessary, shall be held on such days and at such places as shall be fixed by resolution adopted by the committee. Special meetings of the committee shall be called at the request of the President or of any member of the committee, and shall be held upon such notice as is required by these bylaws for special meetings of the Board of Directors, provided that notice by word of mouth or telephone shall be sufficient if received in the city where the meeting is to be held not later than the day immediately preceding the day of the



meeting. A waiver of notice of a meeting, signed by the person or persons entitled to such notice, whether before or after the event stated therein, shall be deemed equivalent to the giving of such notice.

(c) Attendance of any member of the executive committee at a meeting shall constitute a waiver of notice of the meeting. A majority of the committee, from time to time, shall be necessary to constitute a quorum for the transaction of any business, and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee. Members of the committee may hold a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such a meeting shall constitute presence in person at the meeting.

(d) Any action which may be taken at a meeting of the executive committee may be taken without a meeting if a consent in writing setting forth the actions so taken shall be signed by all members of the committee entitled to vote with respect to the subject matter thereof. The action shall be effective on the date when the last signature is placed on the consent or at such earlier time as is set forth therein. The consent shall have the same effect as a unanimous vote of the committee.

(e) The Board of Directors may vote to the members of the executive committee a reasonable fee as compensation for attendance at meetings of the committee.

#### ARTICLE IV

##### OFFICERS

4.1 Number. The officers of the corporation shall be a President and a Secretary. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors and shall have such powers and duties as may be prescribed by the Board of Directors. Any two or more offices may be held by the same person.

4.2 Election and Term of Office. The officers of the corporation shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after the annual meeting of the shareholders. If the election of officers shall not be held at the meeting, it shall be held as soon thereafter as is convenient. Each officer shall hold office until a successor shall have been duly elected and shall have qualified or until the officer's death, resignation or removal in the manner hereinafter provided.

4.3 Qualification. No officer need be a director, stockholder or Oregon resident. Any officer may be required by the Board of Directors to give bond for the faithful performance of his or her duties to the corporation in such amount and with such sureties as the Board may determine. The corporation may pay the premium for such bond.

4.4 Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the corporation would be served thereby, but removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

4.5 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

4.6 President. The President shall be the chief executive and operating officer of the corporation and shall be in general charge of its business and affairs, subject to the control of the Board of Directors. The President shall preside at all meetings of shareholders and, in the absence of a Chairman of the Board, at all meetings of directors. The President may execute in behalf of the corporation all contracts, agreements, stock certificates and other instruments. The President shall from time to time report to the Board of Directors all matters within the President's knowledge affecting the corporation which should be brought to the attention of the Board. The President shall vote all shares of stock in other corporations owned by the corporation, and shall be empowered to execute proxies, waivers of notice, consents and other instruments in the name of the corporation with respect to such stock. The President shall perform such other duties as may be required by the Board of Directors.

4.7 Vice Presidents. If the Board designates a Vice President, then in the absence of the President or in the event of the President's death, inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order designated at the time of their election, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as may be assigned from time to time by the President or by the Board of Directors.

4.8 Secretary. The Secretary shall keep the minutes of all meetings of the directors and shareholders, and shall have custody of the minute books and other records pertaining to the corporate business. The Secretary shall countersign all stock certificates and other instruments requiring the seal of the corporation and shall perform such other duties as may be required by the Board of Directors.

4.9 Treasurer. If the Board designates a Treasurer, then the Treasurer shall be the chief financial and accounting officer of the corporation. The Treasurer shall keep correct and complete records of accounts showing the financial condition of the corporation. The Treasurer shall be legal custodian of all moneys, notes, securities and other valuables that may come into the possession of the corporation. The Treasurer shall deposit all funds of the corporation which come into the Treasurer's hands in depositories which the Board of Directors may designate. The Treasurer shall pay the funds out only on the check of the corporation signed in the manner authorized by the Board of Directors. The Treasurer shall perform such other duties as the Board of Directors may require. The Board may appoint one or more Assistant Treasurers.

4.10 Salaries. The salaries of the officers shall be fixed from time to time by the Board of Directors and no officer shall be prevented from receiving such salary because the officer is also a director of the corporation.

## ARTICLE V

### INDEMNIFICATION

The corporation shall indemnify to the fullest extent permitted by the Oregon Business Corporation Act any person who is made, or threatened to be made, a party to an action, suit or proceeding, whether civil, criminal, administrative, investigative or otherwise (including an action, suit or proceeding by or in the right of the corporation) by reason of the fact that the person is or was a director or officer of the corporation, or a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 with respect to any employee benefit plan of the corporation, or serves or served at the request of the corporation as a director or officer, or as a fiduciary of an employee benefit plan, of another corporation, partnership, joint venture, trust or other enterprise. The right to and amount of indemnification shall be determined in accordance with the provisions of the Oregon Business Corporation Act in effect at the time of the determination.

ARTICLE VI  
CAPITAL STOCK

6.1 Issuance of Capital Stock. Unless otherwise provided by law, the whole or any part of any unissued balance of the authorized capital stock of the corporation or the whole or any part of the capital stock of the corporation held in its treasury may be issued or disposed of by vote of the Board of Directors for such consideration, not less than the par value thereof, expressed in dollars, and on such terms as the directors may determine from time to time.

6.2 Certificates for Shares.

(a) Certificates representing shares of the corporation shall be in such form as shall be determined by the Board of Directors. Such certificates shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary and may be sealed with the seal of the corporation or a facsimile thereof. All certificates for shares shall be consecutively numbered or otherwise identified.

(b) Every certificate for shares of stock which are subject to any restriction on transfer pursuant to the Articles of Incorporation, the bylaws, applicable securities laws or any agreement to which the corporation is a party shall have conspicuously noted on the face or back of the certificate either the full text of the restriction or a statement of the existence of such restriction and that the corporation retains a copy of the restriction. Every certificate issued when the corporation is authorized to issue more than one class or series of stock shall set forth on its face or back either the full text of the preferences, voting powers, qualifications and special and relative rights of the shares of each class and series authorized to be issued or a statement of the existence of such preferences, powers, qualifications and rights and a statement that the corporation will furnish a copy thereof to the holder of such certificate upon written request and without charge.

(c) The name and mailing address of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the stock transfer books of the corporation. Each stockholder shall have the duty to notify the corporation of his or her mailing address. All certificates surrendered to the corporation for transfer shall be cancelled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and cancelled, except that in case of a lost, destroyed or mutilated certificate a new one may be

issued therefor upon such terms and indemnity to the corporation as the Board of Directors may prescribe.

6.3 Transfer of Shares. Transfer of shares of the corporation shall be made only on the stock transfer books of the corporation by the holder of record thereof or by the holder's legal representative, who shall furnish proper evidence of authority to transfer, or by the holder's attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the corporation. The person in whose name shares stand on the books of the corporation shall be deemed by the corporation to be the owner thereof for all purposes.

6.4 Transfer Agent and Registrar. The Board of Directors may from time to time appoint one or more Transfer Agents and one or more Registrars for the shares of the corporation, with such powers and duties as the Board of Directors shall determine by resolution. The signatures of the President or Vice President and the Secretary or Assistant Secretary upon a certificate may be facsimiles if the certificate is manually signed on behalf of a Transfer Agent or by a Registrar other than the corporation itself or an employee of the corporation.

6.5 Officer Ceasing to Act. In case any officer who has signed or whose facsimile signature has been placed upon a stock certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the corporation with the same effect as if the signer were such officer at the date of its issuance.

6.6 Fractional Shares. The corporation shall not issue certificates for fractional shares.

## ARTICLE VII

### CONTRACTS, LOANS, CHECKS AND OTHER INSTRUMENTS

7.1 Contracts. The Board of Directors may authorize any officer or officers and agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

7.2 Loans. No loans shall be contracted on behalf of the corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

7.3 Checks, Drafts, etc. All checks, drafts or other orders for the payment of money and notes or other evidences of

indebtedness issued in the name of the corporation shall be signed by such officer or officers and agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

#### ARTICLE VIII

##### MISCELLANEOUS PROVISIONS

8.1 Seal. The seal of the corporation shall be circular in form and shall have inscribed thereon the name of the corporation and the state of incorporation and the words "Corporate Seal."

8.2 Severability. Any determination that any provision of these bylaws is for any reason inapplicable, invalid, illegal or otherwise ineffective shall not affect or invalidate any other provision of these bylaws.

8.3 Evidence of Authority. A certificate by the Secretary or an Assistant Secretary as to any action taken by the stockholders, directors, any committee or any officer or representative of the corporation shall as to all persons who rely on the certificate in good faith be conclusive evidence of such action.

#### ARTICLE IX

##### AMENDMENTS

These bylaws may be altered, amended or repealed and new bylaws may be adopted by the Board of Directors at any regular or special meeting, subject to repeal or change by action of the shareholders of the corporation.

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 12:16 PM 06/24/2010  
FILED 12:10 PM 06/24/2010  
SRV 100687044 - 4840509 FILE

**CERTIFICATE OF FORMATION  
OF  
RELIANT ENERGY NORTHEAST LLC**

1. Name: The name of the limited liability company is Reliant Energy Northeast LLC.
2. Registered Office: The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.
3. Organizer: The name and address of the sole organizer of the limited liability company is Lynne Przychodzki, NRG Energy, Inc., 211 Carnegie Center, Princeton, NJ 08540.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Reliant Energy Northeast LLC this 24th day of June, 2010.

/s/ Lynne Przychodzki  
Lynne Przychodzki  
Authorized Person

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**LIMITED LIABILITY COMPANY AGREEMENT  
OF  
RELIANT ENERGY NORTHEAST LLC  
a Delaware Limited Liability Company**

THIS LIMITED LIABILITY COMPANY AGREEMENT (this “**Agreement**”) of Reliant Energy Northeast LLC (the “**Company**”), dated as of June 24, 2010 is adopted by, and executed and agreed to, for good and valuable consideration, by the Sole Member of the Company, Reliant Energy Retail Holdings, LLC, a Delaware limited liability company.

**ARTICLE I  
DEFINITIONS**

1.1 *Definitions.* As used in this Agreement, the following terms have the following meanings:

“Act” means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

“Agreement” has the meaning given that term in the introductory paragraph.

“Capital Contribution” means the aggregate contribution by a Member to the capital of the Company.

“Certificate” has the meaning given that term in Section 2.1.

“Company” means Reliant Energy Northeast LLC, a Delaware limited liability company.

“Dispose,” “Disposed,” “Disposing” or “Disposition” means a sale, assignment, transfer, exchange, mortgage, pledge or other disposition (including, without limitation, by operation of law); provided, however, that this definition does not include the granting and/ or perfection of a security interest lien or encumbrance.

“Incapacity” or “Incapacitated” means (a) with respect to a natural person, the bankruptcy, death, incompetency or insanity of such person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

“Majority Members” means Members holding a majority of the Units owned by all Members or if there is only one Member, such Member.

“Member” means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.



“Person” means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

“Proceeding” has the meaning given such term in Section 5.1.

“Units” means the units of each Member representing such Member’s interest in the income, gains, losses, deductions and expenses of the Company as set forth on Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2 *Construction.* Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

## **ARTICLE II ORGANIZATION**

2.1 *Formation.* The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the “**Certificate**”) under and pursuant to the Act.

2.2 *Name.* The name of the Company is “Reliant Energy Northeast LLC” and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3 *Registered Office; Registered Agent; Principal Office; Other Offices.* The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4 *Purposes.* The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5 *Foreign Qualification.* Prior to the Company’s conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6 *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7 *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8 *Unit Certificates.* The number of authorized Units shall initially be one thousand (1,000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, shall be recorded in a register thereof maintained by the Company, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine.

### **ARTICLE III MEMBERS, UNITS AND DISTRIBUTIONS**

#### 3.1 *Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2 *Liability of Members.* Except as otherwise required by applicable law and as explicitly set forth in this Agreement, no Member shall have any personal liability whatsoever in its capacity as a Member, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other

obligations of the Company or for any losses of the Company, and therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein. To the extent that, at law or in equity, a Member or other Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or another Person, such Member or other Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement.

3.3 *Member Units.* Each Member's interest in the Company, including such Member's interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4 *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5 *Distributions.* Subject to the provision of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

#### **ARTICLE IV MANAGEMENT**

4.1 *Management by the Members.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Majority Members, and the Majority Members shall make all decisions and take all actions for the Company.

4.2 *Actions by Members; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Majority Members shall act through (i) meetings and written consents pursuant to Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles (including, without limitation, chairman, chief executive officer, president, vice president, secretary, assistant secretary, treasurer and assistant treasurer) to any such Persons and delegate to such other individuals certain authority and duties. Any number of titles may be held by the same individual. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3 *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Majority Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4 *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5 *Conflicts of Interest.* Each Member and officer of the Company at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation to offer to the Company or any other Member or officer the right to participate therein. The Company may transact business with any Member, officer or affiliate thereof *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6 *Officers.*

(a) The Majority Members may, from time to time, designate one or more persons to be officers of the Company. No officer need be a resident of the State of Delaware, or a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

**ARTICLE V  
INDEMNIFICATION**

5.1 *Exculpation.* Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, none of the Members, managers, or any other officers, directors, stockholders, partners, employees, affiliates, representatives, or agents of any of the foregoing, nor any officer, employee, representative or agent of the Company (individually, a "Covered Person" and collectively, the "Covered Persons") shall be liable to the Company or any other person bound by this Agreement for any act or omission (in relation to the Company, its property or the conduct of its business or affairs, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted by a Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

5.2 *Indemnification.* To the fullest extent permitted by law, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative ("Claims"), in which the Covered Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Section 5.2 with respect to (i) any

Claim with respect to which such Covered Person has engaged in fraud, willful misconduct, bad faith or gross negligence or (ii) any Claim initiated by such Covered Person unless such Claim (or part thereof) (A) was brought to enforce such Covered Person's rights to indemnification hereunder or (B) was authorized or consented to by the Board. Expenses incurred by a Covered Person in defending any Claim shall be paid by the Company in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Section 5.2.

5.3 *Amendments.* Any repeal or modification of this Article V by the Members shall not adversely affect any rights of such Covered Person pursuant to this Article V, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

#### **ARTICLE VI TAXES AND BOOKS**

6.1 *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2 *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

#### **ARTICLE VII TRANSFERS**

7.1 *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member's Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2 *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7.3 *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of

such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4 *Effect of Assignment.*

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5 *Effect of Incapacity.* Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

**ARTICLE VIII  
DISSOLUTION, LIQUIDATION AND TERMINATION**

8.1 *Dissolution.* The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

- (a) the written consent of the Majority Members; and
- (b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or
- (c) on the date set forth in the Certificate.

8.2 *Liquidation and Termination.* On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

- (a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses

incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and

(b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3 *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

## ARTICLE IX GENERAL PROVISIONS

9.1 *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested or by delivering that writing to the recipient in person, by courier, or by facsimile transmission; and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it. All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

9.2 *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3 *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance



by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4 *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5 *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6 *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7 *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

\* \* \* \* \*

IN WITNESS WHEREOF, the Sole Member has executed this Agreement as of the date first set forth above.

SOLE MEMBER:

**Reliant Energy Retail Holdings, LLC**  
Its: Sole Member

By: /s/ Christopher Sotos

Name: Christopher Sotos

Title: Vice President

*SCHEDULE A*

<b>MEMBERS</b>	<b>UNITS</b>
Reliant Energy Retail Holdings, LLC	1,000
<b>TOTAL</b>	<b>1,000</b>

## FORTY-THIRD SUPPLEMENTAL INDENTURE

FORTY-THIRD SUPPLEMENTAL INDENTURE (this "*Supplemental Indenture*"), dated as of April 22, 2011, among NRG Energy, Inc., a Delaware corporation (the "*Company*"), the guarantors set forth on the signature pages hereto (the "*Guarantors*") and Law Debenture Trust Company of New York, as trustee under the indentures referred to below (the "*Trustee*").

## WITNESSETH

WHEREAS, the Thirty-Sixth Supplemental Indenture (the "*Thirty-Sixth Supplemental Indenture*"), dated as of August 20, 2010, among the Company, the guarantors named therein and the Trustee, which amended the indenture (the "*Base Indenture*" and together with the Thirty-Sixth Supplemental Indenture, the "*Indenture*"), dated as of February 2, 2006, between the Company and the Trustee, providing for the original issuance of an aggregate principal amount of \$1,100 million of 8.25% Senior Notes due 2020 (the "*Initial Notes*"), and, subject to the terms of the Thirty-Sixth Supplemental Indenture, future unlimited issuances of 8.25% Senior Notes due 2020 (the "*Additional Notes*," and together with the Initial Notes, the "*Notes*"), currently permits Notes to be issued in denominations of \$5,000 and integral multiples of \$5,000;

WHEREAS, the Company wishes to issue Notes in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof; and

WHEREAS, pursuant to Section 9.01(4) of the Thirty-Sixth Supplemental Indenture, the Trustee, the Company and the Guarantors are authorized to amend the Thirty-Sixth Supplemental Indenture to provide additional rights or benefits to the Holders of Notes.

NOW THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt of which is hereby acknowledged, the Trustee, the Company and the Guarantors mutually covenant and agree as follows:

1. *Capitalized Terms.* Unless otherwise defined in this Supplemental Indenture, capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.
2. *Amendments to the Thirty-Sixth Supplemental Indenture.* Effective upon the date hereof:
  - (a) Section 2.01(a) of the Thirty-Sixth Supplemental Indenture shall be amended by deleting the sentence "The Notes shall be in denominations of \$5,000 and integral multiples of \$5,000." and replacing it with "The Notes shall be in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof."
  - (b) The third and fourth paragraphs of Section 3.02 of the Thirty-Sixth Supplemental Indenture shall be deleted in their entirety and replaced with the following:

"The Trustee shall promptly notify the Company in writing of the Notes selected for redemption and, in the case of any Note selected for partial redemption, the principal amount thereof to be redeemed. Notes and portions of Notes selected shall be in amounts of \$2,000 or whole multiples of \$1,000 in excess of \$2,000; except that if all of the Notes of a Holder are to be redeemed, the entire outstanding amount of Notes held by such Holder, even if not a multiple of \$1,000, shall be redeemed. Except as provided in the preceding sentence, provisions of this Supplemental Indenture that apply to Notes called for redemption also apply to portions of Notes called for redemption.

No Notes of \$2,000 or less shall be redeemed in part. Notices of redemption shall be mailed by first class mail at least 30 but not more than 60 days before the redemption date to each Holder of Notes to be redeemed at its registered address, except that redemption notices may be mailed more than 60 days prior to a redemption date if the notice is issued in connection with a defeasance of the Notes or a satisfaction and discharge of this Supplemental Indenture.”

- (c) Subsection (5) within Section 3.09 of the Thirty-Sixth Supplemental Indenture shall be deleted in its entirety and replaced with the following:

“(5) that Holders electing to have a Note purchased pursuant to an Asset Sale Offer may elect to have Notes purchased in minimum denominations of \$2,000, or integral multiples of \$1,000 in excess thereof;”

- (d) Subsection (8) within Section 3.09 of the Thirty-Sixth Supplemental Indenture shall be deleted in its entirety and replaced with the following:

“(8) that, if the aggregate principal amount of Notes and other *pari passu* Indebtedness surrendered in connection with the Asset Sale Offer exceeds the Offer Amount, the Company shall select the Notes and other *pari passu* Indebtedness to be purchased on a *pro rata* basis based on the principal amount of Notes and such other *pari passu* Indebtedness surrendered (with such adjustments as may be deemed appropriate by the Company so that only Notes in minimum denominations of \$2,000, or integral multiples of \$1,000 in excess thereof, will be purchased); and”

- (e) The first sentence of Section 4.14(a) of the Thirty-Sixth Supplemental Indenture shall be deleted in its entirety and replaced with the following:

“Upon the occurrence of a Change of Control Triggering Event, each Holder of Notes shall have the right to require the Company to make an offer (a “*Change of Control Offer*”) to each Holder to repurchase all or any part (equal to \$2,000 or integral multiples of \$1,000 in excess thereof) of each Holder’s Notes at a purchase price equal to 101% of the aggregate principal amount of the Notes plus accrued and unpaid interest on the Notes, if any, to the date of purchase, subject to the rights of Holders of Notes on the relevant record date to receive interest due on the relevant interest payment date (the “*Change of Control Payment*”).”

- (f) Subsection (7) within Section 4.14 of the Thirty-Sixth Supplemental Indenture shall be deleted in its entirety and replaced with the following:

“(7) that Holders whose Notes are being purchased only in part will be issued new Notes equal in principal amount to the unpurchased portion of the Notes surrendered, which unpurchased portion must be equal to \$2,000 in principal amount or integral multiples of \$1,000 in excess thereof.”

- (g) The last paragraph of Section 4.14(b) of the Thirty-Sixth Supplemental Indenture shall be deleted in its entirety and replaced with the following:

“The Paying Agent shall promptly distribute to each Holder of Notes properly tendered the Change of Control Payment for the Notes, and the Trustee shall promptly

authenticate and deliver (or cause to be transferred by book entry) to each Holder a new Note equal in principal amount to any unpurchased portion of the Notes surrendered, if any; *provided* that each new Note shall be in a principal amount of \$2,000 or integral multiples of \$1,000 in excess thereof. The Company shall publicly announce the results of the Change of Control Offer on or as soon as practicable after the Change of Control Payment Date.”

- (h) The first sentence of Section 6(a) of Exhibit A to the Thirty-Sixth Supplemental Indenture shall be deleted in its entirety and replaced with the following:

“If there is a Change of Control Triggering Event, the Company shall be required to make an offer (a “*Change of Control Offer*”) to repurchase all or any part (equal to \$2,000 or integral multiples of \$1,000 in excess thereof) of each Holder’s Notes at a purchase price equal to 101% of the aggregate principal amount of the Notes plus accrued and unpaid interest to the date of purchase (the “*Change of Control Payment*”).”

- (i) The second sentence of Section 7 of Exhibit A to the Thirty-Sixth Supplemental Indenture shall be deleted in its entirety and replaced with the following:

“Notes in denominations larger than \$2,000 may be redeemed in part but only in whole multiples of \$1,000 in excess thereof, unless all of the Notes held by a Holder are to be redeemed.”

- (j) The first sentence of Section 8 of Exhibit A to the Thirty-Sixth Supplemental Indenture shall be deleted in its entirety and replaced with the following:

“The Notes are in registered form without coupons in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof.”

3. ***NEW YORK LAW TO GOVERN. THE INTERNAL LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS SUPPLEMENTAL INDENTURE BUT WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.***

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

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

6. *The Trustee.* The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Company and the Guarantors.

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

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

ISSUER:

NRG ENERGY, INC.

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Vice President and Treasurer

GUARANTORS:

ARTHUR KILL POWER LLC  
ASTORIA GAS TURBINE POWER LLC  
BERRIANS I GAS TURBINE POWER LLC  
BIG CAJUN II UNIT 4 LLC  
CABRILLO POWER I LLC  
CABRILLO POWER II LLC  
CARBON MANAGEMENT SOLUTIONS LLC  
CLEAN EDGE ENERGY LLC  
CONEMAUGH POWER LLC  
CONNECTICUT JET POWER LLC  
COTTONWOOD DEVELOPMENT LLC  
COTTONWOOD GENERATING PARTNERS I LLC  
COTTONWOOD GENERATING PARTNERS II LLC  
COTTONWOOD GENERATING PARTNERS III LLC  
COTTONWOOD ENERGY COMPANY LP  
COTTONWOOD TECHNOLOGY PARTNERS LP  
DEVON POWER LLC  
DUNKIRK POWER LLC  
EASTERN SIERRA ENERGY COMPANY  
EL SEGUNDO POWER, LLC  
EL SEGUNDO POWER II LLC  
GREEN MOUNTAIN ENERGY COMPANY  
HUNTLEY IGCC LLC  
HUNTLEY POWER LLC  
INDIAN RIVER IGCC LLC  
INDIAN RIVER OPERATIONS INC.  
INDIAN RIVER POWER LLC  
JAMES RIVER POWER LLC

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KEYSTONE POWER LLC  
LANGFORD WIND POWER, LLC  
LOUISIANA GENERATING LLC  
MIDDLETOWN POWER LLC  
MONTVILLE IGCC LLC  
MONTVILLE POWER LLC  
NEO CORPORATION  
NEO FREEHOLD-GEN LLC  
NEO POWER SERVICES INC.  
NEW GENCO GP, LLC  
NORWALK POWER LLC  
NRG AFFILIATE SERVICES INC.  
NRG ARTESIAN ENERGY LLC  
NRG ARTHUR KILL OPERATIONS INC.  
NRG ASTORIA GAS TURBINE OPERATIONS INC.  
NRG BAYOU COVE LLC  
NRG CABRILLO POWER OPERATIONS INC.  
NRG CALIFORNIA PEAKER OPERATIONS LLC  
NRG CEDAR BAYOU DEVELOPMENT COMPANY, LLC  
NRG CONNECTICUT AFFILIATE SERVICES INC.  
NRG DEVON OPERATIONS INC.  
NRG DUNKIRK OPERATIONS INC.  
NRG EL SEGUNDO OPERATIONS INC.  
NRG ENERGY SERVICES LLC  
NRG GENERATION HOLDINGS, INC.  
NRG HUNTLEY OPERATIONS INC.  
NRG INTERNATIONAL LLC  
NRG MIDATLANTIC AFFILIATE SERVICES INC.  
NRG MIDDLETOWN OPERATIONS INC.  
NRG MONTVILLE OPERATIONS INC.  
NRG NEW JERSEY ENERGY SALES LLC  
NRG NEW ROADS HOLDINGS LLC  
NRG NORTH CENTRAL OPERATIONS INC.  
NRG NORTHEAST AFFILIATE SERVICES INC.  
NRG NORWALK HARBOR OPERATIONS INC.  
NRG OPERATING SERVICES, INC.  
NRG OSWEGO HARBOR POWER OPERATIONS INC.  
NRG POWER MARKETING LLC  
NRG RETAIL LLC  
NRG SAGUARO OPERATIONS INC.

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NRG SOUTH CENTRAL AFFILIATE SERVICES INC.  
NRG SOUTH CENTRAL GENERATING LLC  
NRG SOUTH CENTRAL OPERATIONS INC.  
NRG TEXAS C&I SUPPLY LLC  
NRG TEXAS HOLDING INC.  
NRG TEXAS LLC  
NRG TEXAS POWER LLC  
NRG WEST COAST LLC  
NRG WESTERN AFFILIATE SERVICES INC.  
OSWEGO HARBOR POWER LLC  
PENNYWISE POWER LLC  
RE RETAIL RECEIVABLES, LLC  
RELIANT ENERGY POWER SUPPLY, LLC  
RELIANT ENERGY RETAIL HOLDINGS, LLC  
RELIANT ENERGY RETAIL SERVICES, LLC  
RELIANT ENERGY TEXAS RETAIL, LLC  
RERH HOLDINGS, LLC  
SAGUARO POWER LLC  
SOMERSET OPERATIONS INC.  
SOMERSET POWER LLC  
TEXAS GENCO FINANCING CORP.  
TEXAS GENCO GP, LLC  
TEXAS GENCO HOLDINGS, INC.  
TEXAS GENCO OPERATING SERVICES, LLC  
VIENNA OPERATIONS INC.  
VIENNA POWER LLC  
WCP (GENERATION) HOLDINGS LLC  
WEST COAST POWER LLC

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Treasurer

Elbow Creek Wind Project LLC

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Vice President and Controller

GCP Funding Company, LLC

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Management Board Member

Green Mountain Energy Company

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Vice President and Treasurer

NRG Construction LLC

By: /s/ Rachel Smith  
Name: Rachel Smith  
Title: Treasurer

NRG South Texas LP

By: Texas Genco GP, LLC, its General Partner

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Treasurer

Texas Genco LP, LLC

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Management Committee Member

Texas Genco Services, LP

By: New Genco GP, LLC, its General Partner

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Treasurer

Signature Page to Forty-Third Supplemental Indenture

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LAW DEBENTURE TRUST COMPANY OF NEW YORK, as Trustee

By: /s/ James D. Heaney  
Name: James D. Heaney  
Title: Managing Director

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## FORTY-FOURTH SUPPLEMENTAL INDENTURE

FORTY-FOURTH SUPPLEMENTAL INDENTURE (this "*Supplemental Indenture*"), dated as of May 9, 2011, among NRG Energy, Inc., a Delaware corporation (the "*Company*"), the guarantors set forth on the signature pages hereto (the "*Guarantors*") and Law Debenture Trust Company of New York, as trustee under the indentures referred to below (the "*Trustee*").

## WITNESSETH

WHEREAS, the Second Supplemental Indenture (the "*Second Supplemental Indenture*"), dated as of February 2, 2006, among the Company, the guarantors named therein and the Trustee, which amended the indenture (the "*Base Indenture*") and together with the Second Supplemental Indenture, the "*Indenture*"), dated as of February 2, 2006, between the Company and the Trustee, providing for the original issuance of an aggregate principal amount of \$2,400 million of 7.375% Senior Notes due 2016 (the "*Initial Notes*"), and, subject to the terms of the Second Supplemental Indenture, future unlimited issuances of 7.375% Senior Notes due 2016 (the "*Additional Notes*," and together with the Initial Notes, the "*Notes*"), currently permits Notes to be issued in denominations of \$5,000 and integral multiples of \$5,000;

WHEREAS, the Company wishes to issue Notes in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof; and

WHEREAS, pursuant to Section 9.01(4) of the Second Supplemental Indenture, the Trustee, the Company and the Guarantors are authorized to amend the Second Supplemental Indenture to provide additional rights or benefits to the Holders of Notes.

NOW THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt of which is hereby acknowledged, the Trustee, the Company and the Guarantors mutually covenant and agree as follows:

1. *Capitalized Terms.* Unless otherwise defined in this Supplemental Indenture, capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.
2. *Amendments to the Second Supplemental Indenture.* Effective upon the date hereof:
  - (a) Section 2.01(a) of the Second Supplemental Indenture shall be amended by deleting the sentence "The Notes shall be in denominations of \$5,000 and integral multiples of \$5,000." and replacing it with "The Notes shall be in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof."
  - (b) The third and fourth paragraphs of Section 3.02 of the Second Supplemental Indenture shall be deleted in their entirety and replaced with the following:

"The Trustee shall promptly notify the Company in writing of the Notes selected for redemption and, in the case of any Note selected for partial redemption, the principal amount thereof to be redeemed. Notes and portions of Notes selected shall be in amounts of \$2,000 or whole multiples of \$1,000 in excess of \$2,000; except that if all of the Notes of a Holder are to be redeemed, the entire outstanding amount of Notes held by such Holder, even if not a multiple of \$1,000, shall be redeemed. Except as provided in the preceding sentence, provisions of this Supplemental Indenture that apply to Notes called for redemption also apply to portions of Notes called for redemption.

No Notes of \$2,000 or less shall be redeemed in part. Notices of redemption shall be mailed by first class mail at least 30 but not more than 60 days before the redemption date to each Holder of Notes to be redeemed at its registered address, except that redemption notices may be mailed more than 60 days prior to a redemption date if the notice is issued in connection with a defeasance of the Notes or a satisfaction and discharge of this Supplemental Indenture.”

- (c) Subsection (5) within Section 3.10 of the Second Supplemental Indenture shall be deleted in its entirety and replaced with the following:

“(5) that Holders electing to have a Note purchased pursuant to an Asset Sale Offer may elect to have Notes purchased in minimum denominations of \$2,000, or integral multiples of \$1,000 in excess thereof;”

- (d) Subsection (8) within Section 3.10 of the Second Supplemental Indenture shall be deleted in its entirety and replaced with the following:

“(8) that, if the aggregate principal amount of Notes and other *pari passu* Indebtedness surrendered in connection with the Asset Sale Offer exceeds the Offer Amount, the Company shall select the Notes and other *pari passu* Indebtedness to be purchased on a *pro rata* basis based on the principal amount of Notes and such other *pari passu* Indebtedness surrendered (with such adjustments as may be deemed appropriate by the Company so that only Notes in minimum denominations of \$2,000, or integral multiples of \$1,000 in excess thereof, will be purchased); and”

- (e) The first sentence of Section 4.14(a) of the Second Supplemental Indenture shall be deleted in its entirety and replaced with the following:

“Upon the occurrence of a Change of Control, each Holder of Notes shall have the right to require the Company to make an offer (a “*Change of Control Offer*”) to each Holder to repurchase all or any part (equal to \$2,000 or integral multiples of \$1,000 in excess thereof) of each Holder’s Notes at a purchase price equal to 101% of the aggregate principal amount of Notes repurchased plus accrued and unpaid interest on the Notes repurchased, if any, to the date of purchase, subject to the rights of Holders of Notes on the relevant record date to receive interest due on the relevant interest payment date (the “*Change of Control Payment*”).”

- (f) Subsection (7) within Section 4.14(a) of the Second Supplemental Indenture shall be deleted in its entirety and replaced with the following:

“(7) that Holders whose Notes are being purchased only in part will be issued new Notes equal in principal amount to the unpurchased portion of the Notes surrendered, which unpurchased portion must be equal to \$2,000 in principal amount or integral multiples of \$1,000 in excess thereof.”

- (g) The last paragraph of Section 4.14(b) of the Second Supplemental Indenture shall be deleted in its entirety and replaced with the following:

“The Paying Agent shall promptly distribute to each Holder of Notes properly tendered the Change of Control Payment for the Notes, and the Trustee shall promptly

authenticate and deliver (or cause to be transferred by book entry) to each Holder a new Note equal in principal amount to any unpurchased portion of the Notes surrendered, if any; *provided* that each new Note shall be in a principal amount of \$2,000 or integral multiples of \$1,000 in excess thereof. The Company shall publicly announce the results of the Change of Control Offer on or as soon as practicable after the Change of Control Payment Date.”

- (h) The first sentence of Section 8(a) of Exhibit A to the Second Supplemental Indenture shall be deleted in its entirety and replaced with the following:

“If there is a Change of Control, the Company shall be required to make an offer (a “*Change of Control Offer*”) to repurchase all or any part (equal to \$2,000 or integral multiples of \$1,000 in excess thereof) of each Holder’s Notes at a purchase price equal to 101% of the aggregate principal amount of Notes repurchased plus accrued and unpaid interest to the date of purchase (the “*Change of Control Payment*”).”

- (i) The second sentence of Section 9 of Exhibit A to the Second Supplemental Indenture shall be deleted in its entirety and replaced with the following:

“Notes in denominations larger than \$2,000 may be redeemed in part but only in whole multiples of \$1,000 in excess thereof, unless all of the Notes held by a Holder are to be redeemed.”

- (j) The first sentence of Section 10 of Exhibit A to the Second Supplemental Indenture shall be deleted in its entirety and replaced with the following:

“The Notes are in registered form without coupons in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof.”

3. ***NEW YORK LAW TO GOVERN. THE INTERNAL LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS SUPPLEMENTAL INDENTURE BUT WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.***

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

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

6. *The Trustee.* The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Company and the Guarantors.

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

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

ISSUER:

NRG ENERGY, INC.

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Vice President and Treasurer

GUARANTORS:

ARTHUR KILL POWER LLC  
ASTORIA GAS TURBINE POWER LLC  
BERRIANS I GAS TURBINE POWER LLC  
BIG CAJUN II UNIT 4 LLC  
CABRILLO POWER I LLC  
CABRILLO POWER II LLC  
CARBON MANAGEMENT SOLUTIONS LLC  
CLEAN EDGE ENERGY LLC  
CONEMAUGH POWER LLC  
CONNECTICUT JET POWER LLC  
COTTONWOOD DEVELOPMENT LLC  
COTTONWOOD GENERATING PARTNERS I LLC  
COTTONWOOD GENERATING PARTNERS II LLC  
COTTONWOOD GENERATING PARTNERS III LLC  
COTTONWOOD ENERGY COMPANY LP  
COTTONWOOD TECHNOLOGY PARTNERS LP  
DEVON POWER LLC  
DUNKIRK POWER LLC  
EASTERN SIERRA ENERGY COMPANY  
EL SEGUNDO POWER, LLC  
EL SEGUNDO POWER II LLC  
GREEN MOUNTAIN ENERGY COMPANY  
HUNTLEY IGCC LLC  
HUNTLEY POWER LLC  
INDIAN RIVER IGCC LLC  
INDIAN RIVER OPERATIONS INC.  
INDIAN RIVER POWER LLC  
JAMES RIVER POWER LLC

KEYSTONE POWER LLC  
LANGFORD WIND POWER, LLC  
LOUISIANA GENERATING LLC  
MIDDLETOWN POWER LLC  
MONTVILLE IGCC LLC  
MONTVILLE POWER LLC  
NEO CORPORATION  
NEO FREEHOLD-GEN LLC  
NEO POWER SERVICES INC.  
NEW GENCO GP, LLC  
NORWALK POWER LLC  
NRG AFFILIATE SERVICES INC.  
NRG ARTESIAN ENERGY LLC  
NRG ARTHUR KILL OPERATIONS INC.  
NRG ASTORIA GAS TURBINE OPERATIONS INC.  
NRG BAYOU COVE LLC  
NRG CABRILLO POWER OPERATIONS INC.  
NRG CALIFORNIA PEAKER OPERATIONS LLC  
NRG CEDAR BAYOU DEVELOPMENT COMPANY, LLC  
NRG CONNECTICUT AFFILIATE SERVICES INC.  
NRG DEVON OPERATIONS INC.  
NRG DUNKIRK OPERATIONS INC.  
NRG EL SEGUNDO OPERATIONS INC.  
NRG ENERGY SERVICES LLC  
NRG GENERATION HOLDINGS, INC.  
NRG HUNTLEY OPERATIONS INC.  
NRG INTERNATIONAL LLC  
NRG MIDATLANTIC AFFILIATE SERVICES INC.  
NRG MIDDLETOWN OPERATIONS INC.  
NRG MONTVILLE OPERATIONS INC.  
NRG NEW JERSEY ENERGY SALES LLC  
NRG NEW ROADS HOLDINGS LLC  
NRG NORTH CENTRAL OPERATIONS INC.  
NRG NORTHEAST AFFILIATE SERVICES INC.  
NRG NORWALK HARBOR OPERATIONS INC.  
NRG OPERATING SERVICES, INC.  
NRG OSWEGO HARBOR POWER OPERATIONS INC.  
NRG POWER MARKETING LLC  
NRG RETAIL LLC  
NRG SAGUARO OPERATIONS INC.



NRG SOUTH CENTRAL AFFILIATE SERVICES INC.  
NRG SOUTH CENTRAL GENERATING LLC  
NRG SOUTH CENTRAL OPERATIONS INC.  
NRG TEXAS C&I SUPPLY LLC  
NRG TEXAS HOLDING INC.  
NRG TEXAS LLC  
NRG TEXAS POWER LLC  
NRG WEST COAST LLC  
NRG WESTERN AFFILIATE SERVICES INC.  
OSWEGO HARBOR POWER LLC  
PENNYWISE POWER LLC  
RE RETAIL RECEIVABLES, LLC  
RELIANT ENERGY POWER SUPPLY, LLC  
RELIANT ENERGY RETAIL HOLDINGS, LLC  
RELIANT ENERGY RETAIL SERVICES, LLC  
RELIANT ENERGY TEXAS RETAIL, LLC  
RERH HOLDINGS, LLC  
SAGUARO POWER LLC  
SOMERSET OPERATIONS INC.  
SOMERSET POWER LLC  
TEXAS GENCO FINANCING CORP.  
TEXAS GENCO GP, LLC  
TEXAS GENCO HOLDINGS, INC.  
TEXAS GENCO OPERATING SERVICES, LLC  
VIENNA OPERATIONS INC.  
VIENNA POWER LLC  
WCP (GENERATION) HOLDINGS LLC  
WEST COAST POWER LLC

By: /s/ Christopher Sotos

Name: Christopher Sotos  
Title: Treasurer

ELBOW CREEK WIND PROJECT LLC

By: /s/ Christopher Sotos

Name: Christopher Sotos  
Title: Vice President and Controller

GCP FUNDING COMPANY, LLC

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Management Board Member

GREEN MOUNTAIN ENERGY COMPANY

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Vice President and Treasurer

NRG CONSTRUCTION LLC

By: /s/ Rachel Smith  
Name: Rachel Smith  
Title: Treasurer

NRG SOUTH TEXAS LP

By: Texas Genco GP, LLC, its General Partner

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Treasurer

TEXAS GENCO LP, LLC

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Management Committee Member

TEXAS GENCO SERVICES, LP

By: New Genco GP, LLC, its General Partner

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Treasurer

LAW DEBENTURE TRUST COMPANY OF NEW YORK,  
as Trustee

By: /s/ James D. Heaney

Name: James D. Heaney

Title: Managing Director

Signature Page to Forty-Fourth Supplemental Indenture

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**KIRKLAND & ELLIS LLP**

AND AFFILIATED PARTNERSHIPS

300 North LaSalle  
Chicago, Illinois 60654

(312) 862-2000

www.kirkland.com

July 11, 2011

Facsimile:  
(312) 862-2200

NRG Energy, Inc.  
and the Guarantors set forth on Exhibits A, B, C, D, E and F  
211 Carnegie Center  
Princeton, New Jersey 08540

Re: Registration Statement on Form S-4

Ladies and Gentlemen:

We are issuing this opinion letter in our capacity as special legal counsel to NRG Energy, Inc., a Delaware corporation (the "Issuer"), the Delaware entities set forth on Exhibit A hereto (the "Delaware Guarantors"), the California entity set forth on Exhibit B hereto (the "California Guarantor"), the Texas entities set forth on Exhibit C hereto (the "Texas Guarantors"), the Minnesota entity set forth on Exhibit D hereto (the "Minnesota Guarantor"), the Oregon entity set forth on Exhibit E hereto (the "Oregon Guarantor") and the Vermont entity set forth on Exhibit F hereto (the "Vermont Guarantor," and together with the Delaware Guarantors, the California Guarantor, the Texas Guarantors, the Minnesota Guarantor and the Oregon Guarantor, the "Guarantors"). The Guarantors and the Issuer are collectively referred to herein as the "Registrants." This opinion letter is being delivered in connection with the proposed registration of \$1,200,000,000 in aggregate principal amount of the Issuer's 7.625% Senior Notes due 2018, Series B (the "Exchange Notes") pursuant to a Registration Statement on Form S-4 (as supplemented or amended, the "Registration Statement"), filed with the Securities and Exchange Commission (the "Commission") on July 11, 2011, under the Securities Act of 1933, as amended (the "Securities Act"). The Registration Statement is being filed in accordance with a Registration Rights Agreement entered into by the Issuer, the Guarantors and certain initial purchasers on January 26, 2011, and the Exchange Notes are being offered in exchange for \$1,200,000,000 7.625% Senior Notes due 2018 issued by the Issuer on January 26, 2011 (the "Old Notes") through a private placement exempt from the registration requirements of the Securities Act.

The obligations of the Issuer under the Exchange Notes will be guaranteed by the Guarantors (the "Guarantees"). The Exchange Notes are to be issued pursuant to the Indenture

Hong Kong London Los Angeles Munich New York Palo Alto San Francisco Shanghai Washington, D.C.

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(the "Base Indenture"), dated as of February 2, 2006, among the Issuer and Law Debenture Trust Company of New York, as trustee (the "Trustee"), as supplemented by the Forty-Second Supplemental Indenture, dated as of January 26, 2011, among the Issuer, the Guarantors party thereto, certain other guarantors named therein and the Trustee (the "Forty-Second Supplemental Indenture"), and the Forty-Ninth Supplemental Indenture, dated as of May 20, 2011, among the Issuer, the Guarantors and the Trustee (the "Forty-Ninth Supplemental Indenture" and together with the Forty-Second Supplemental Indenture and the Base Indenture, the "Indenture").

In connection with issuing this opinion letter, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such documents, corporate records and other instruments as we have deemed necessary for the purposes of this opinion, including (i) resolutions of the Registrants with respect to the issuance of the Exchange Notes and the Guarantees, (ii) organizational documents of the Registrants, (iii) the Indenture and (iv) the Registration Statement.

For purposes of this opinion, we have assumed the authenticity of all documents submitted to us as originals, the conformity to the originals of all documents submitted to us as copies and the authenticity of the originals of all documents submitted to us as copies. We have also assumed the genuineness of the signatures of persons signing all documents in connection with which this opinion is rendered, the authority of such persons signing on behalf of the parties thereto (other than the Registrants) and the due authorization, execution and delivery of all documents by the parties thereto (other than the Registrants). As to any facts material to the opinions expressed herein which we have not independently established or verified, we have relied upon statements and representations of officers and other representatives of the Registrants and others.

Our opinion expressed below is subject to the qualifications that we express no opinion as to the applicability of, compliance with, or effect of (i) any bankruptcy, insolvency, reorganization, fraudulent transfer, fraudulent conveyance, moratorium or other similar law affecting the enforcement of creditors' rights generally, (ii) general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law) or (iii) other commonly recognized statutory and judicial constraints on enforceability including statutes of limitations.

Based upon and subject to the foregoing qualifications, assumptions and limitations and the further limitations set forth below, we are of the opinion that when (i) the Registration Statement becomes effective, (ii) the Indenture has been duly qualified under the Trust Indenture Act of 1939, as amended, and (iii) the Exchange Notes and the Guarantees have been duly executed and authenticated in accordance with the provisions of the Indenture and duly delivered to holders of the Old Notes in exchange for the Old Notes and the guarantees related thereto, the Exchange Notes will be validly issued and binding obligations of the Issuers and the Guarantees will be validly issued and binding obligations of the Guarantors.

We hereby consent to the filing of this opinion with the Commission as an exhibit to the Registration Statement. We also consent to the reference to our firm under the heading "Legal Matters" in the Registration Statement. In giving this consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission.

Our advice on every legal issue addressed in this letter is based exclusively on the law of the States of California, Delaware and New York or the federal law of the United States. The manner in which any particular issue relating to the opinions would be treated in any actual court case would depend in part on facts and circumstances particular to the case and would also depend on how the court involved chose to exercise the wide discretionary authority generally available to it. For purposes of our opinion that the Exchange Notes will be binding obligations of the Issuer and the Guarantees will be binding obligations of the Guarantors, we have, without conducting any research or investigation with respect thereto, relied on the opinions of (i) Vinson & Elkins LLP, with respect to the Texas Guarantors and (ii) Leonard, Street and Deinard, with respect to the Minnesota Guarantor for certain other matters under the laws of their respective states of organization. We have made no investigation of, and do not express or imply an opinion on, the laws of such states. This letter is not intended to guarantee the outcome of any legal dispute which may arise in the future. We are not qualified to practice law in the State of Delaware and our opinions herein regarding Delaware law are limited solely to our review of provisions of the General Corporation Law of the State of Delaware and the Limited Liability Company Act of the State of Delaware (including the statutory provisions, all applicable provisions of the Delaware constitution and reported judicial decisions interpreting the foregoing) which we consider normally applicable to transactions of this type, without our having made any special investigation as to the applicability of another statute, law, rule or regulation. None of the opinions or other advice contained in this letter considers or covers any foreign or state securities (or "blue sky") laws or regulations.

This opinion is limited to the specific issues addressed herein, and no opinion may be inferred or implied beyond that expressly stated herein. We assume no obligation to revise or supplement this opinion after the date of effectiveness of the Registration Statement should the present laws of the States of California, Delaware or New York be changed by legislative action, judicial decision or otherwise.

This opinion is furnished to you in connection with the filing of the Registration Statement and in accordance with the requirements of Item 601(b)(5)(i) of Regulation S-K promulgated under the Securities Act, and is not to be used, circulated, quoted or otherwise relied upon for any other purposes.

Very truly yours,

/s/ Kirkland & Ellis LLP

KIRKLAND & ELLIS LLP

**Delaware Entities**

Arthur Kill Power LLC  
Astoria Gas Turbine Power LLC  
Cabrillo Power I LLC  
Cabrillo Power II LLC  
Carbon Management Solutions LLC  
Clean Edge Energy LLC  
Conemaugh Power LLC  
Connecticut Jet Power LLC  
Cottonwood Development LLC  
Cottonwood Energy Company LP  
Cottonwood Generating Partners I LLC  
Cottonwood Generating Partners II LLC  
Cottonwood Generating Partners III LLC  
Cottonwood Technology Partners LP  
Devon Power LLC  
Dunkirk Power LLC  
El Segundo Power, LLC  
El Segundo Power II LLC  
GCP Funding Company, LLC  
Green Mountain Energy Company  
Huntley Power LLC  
Indian River Operations Inc.  
Indian River Power LLC  
Keystone Power LLC  
Louisiana Generating LLC  
Meriden Gas Turbines LLC  
Middletown Power LLC  
Montville Power LLC  
NEO Freehold-Gen LLC  
NEO Power Services Inc.  
New Genco GP, LLC  
Norwalk Power LLC  
NRG Affiliate Services Inc.  
NRG Artesian Energy LLC  
NRG Arthur Kill Operations Inc.  
NRG Astoria Gas Turbine Operations Inc.  
NRG Bayou Cove LLC  
NRG Cabrillo Power Operations Inc.  
NRG California Peaker Operations LLC  
NRG Cedar Bayou Development Company, LLC  
NRG Connecticut Affiliate Services Inc.

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NRG Construction LLC  
NRG Development Company Inc.  
NRG Devon Operations Inc.  
NRG Dunkirk Operations Inc.  
NRG El Segundo Operations Inc.  
NRG Energy Labor Services LLC  
NRG Energy Services Group LLC  
NRG Energy Services LLC  
NRG Generation Holdings Inc.  
NRG Huntley Operations Inc.  
NRG Ilion Limited Partnership  
NRG Ilion LP LLC  
NRG International LLC  
NRG Maintenance Services LLC  
NRG Mextrans Inc.  
NRG MidAtlantic Affiliate Services Inc.  
NRG Middletown Operations Inc.  
NRG Montville Operations Inc.  
NRG New Jersey Energy Sales LLC  
NRG New Roads Holdings LLC  
NRG North Central Operations Inc.  
NRG Northeast Affiliate Services Inc.  
NRG Norwalk Harbor Operations Inc.  
NRG Operating Services, Inc.  
NRG Oswego Harbor Power Operations Inc.  
NRG PacGen Inc.  
NRG Power Marketing LLC  
NRG Retail LLC  
NRG Rockford Acquisition LLC  
NRG Saguaro Operations Inc.  
NRG Services Corporation  
NRG SimplySmart Solutions LLC  
NRG South Central Affiliate Services Inc.  
NRG South Central Generating LLC  
NRG South Central Operations Inc.  
NRG Texas C&I Supply LLC  
NRG Texas Holding Inc.  
NRG Texas LLC  
NRG Texas Power LLC  
NRG West Coast LLC  
NRG Western Affiliate Services Inc.  
O'Brien Cogeneration, Inc. II  
Oswego Harbor Power LLC

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Pennywise Power LLC  
RE Retail Receivable LLC  
Reliant Energy Northeast LLC  
Reliant Energy Power Supply LLC  
Reliant Energy Retail Holdings LLC  
Reliant Energy Retail Services LLC  
Reliant Energy Texas Retail LLC  
RERH Holdings LLC  
Saguaro Power LLC  
Somerset Operations Inc.  
Somerset Power LLC  
Texas Genco Financing Corp.  
Texas Genco LP, LLC  
Texas Genco Operating Services LLC  
Vienna Operations Inc.  
Vienna Power LLC  
WCP (Generation Holdings) LLC  
West Coast Power LLC

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**California Entity**

Eastern Sierra Energy Company

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**Texas Entities**

Elbow Creek Wind Project LLC  
Langford Wind Power, LLC  
NRG South Texas LP  
Texas Genco GP, LLC  
Texas Genco Holdings, Inc.  
Texas Genco Services, LP

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**Minnesota Entity**

NEO Corporation

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**Oregon Entity**

ONSITE Energy, Inc.

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**Vermont Entity**

Energy Protection Insurance Company

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LEONARD STREET AND DEINARD

150 SOUTH FIFTH STREET SUITE 2300  
MINNEAPOLIS, MINNESOTA 55402  
612-335-1500 MAIN  
612-335-1657 FAX

MARK S. WEITZ  
612-335-1517 DIRECT  
MARK.WEITZ@LEONARD.COM

July 11, 2011

NEO Corporation  
211 Carnegie Center  
Princeton, NJ 08540

Re: Registration Statement on Form S-4

Ladies and Gentlemen:

We are issuing this opinion letter in our capacity as special counsel to NEO Corporation, a Minnesota corporation (the "Guarantor"), in connection with the Guarantor's proposed guarantee, along with the other guarantors under the Indenture (as defined below), of \$1,200,000,000 in aggregate principal amount of 7.625% Senior Notes due 2018 (the "Notes"). The Notes are to be issued by NRG Energy, Inc., a Delaware corporation (the "Issuer"), in connection with an offering made pursuant to a Registration Statement on Form S-4 (such Registration Statement, as supplemented or amended, is hereinafter referred to as the "Registration Statement"), filed with the Securities and Exchange Commission (the "Commission") on July 11, 2011 under the Securities Act of 1933, as amended (the "Securities Act"). The Registration Statement is being filed in accordance with a Registration Rights Agreement entered into by the Issuer, the guarantors party thereto, including the Guarantor, and certain initial purchasers on January 26, 2011, and the Notes are being offered in exchange for \$1,200,000,000 7.625% Senior Notes due 2018 issued by the Issuer on January 26, 2011 through a private placement exempt from the registration requirements of the Securities Act, all of which are eligible to be exchanged for the Notes. The obligations of the Issuer under the Notes will be guaranteed by the Guarantor (the "Guarantee"), jointly and severally with other guarantors. The Notes are to be issued pursuant to the Indenture ("Indenture"), dated as of February 2, 2006, between the Issuer and Law Debenture Trust Company of New York, as Trustee (the "Trustee"), as supplemented by the Forty-Second Supplemental Indenture relating to the Notes, dated as of January 26, 2011 (the "Forty-Second Supplemental Indenture"), among the Issuer, the guarantors set forth therein and the Trustee. The Guarantee is to be issued pursuant to the Indenture and the Forty-Second Supplemental Indenture.

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In connection with this opinion, we have examined originals, or copies certified or otherwise identified to our satisfaction, of the following documents, corporate records and other instruments: (i) the articles of incorporation and by-laws of the Guarantor, (ii) a written consent of the sole director of the Guarantor with respect to the issuance of the Guarantee and the execution of the Forty-Second Supplemental Indenture, (iii) the Registration Statement, (iv) the Indenture and the Forty-Second Supplemental Indenture and (v) the Notation of Guarantee dated January 26, 2011.

For purposes of this opinion, we have assumed the authenticity of all documents submitted to us as originals, the conformity to the originals of all documents submitted to us as copies and the authenticity of the originals of all documents submitted to us as copies. We have also assumed the genuineness of the signatures of persons signing all documents in connection with which this opinion is rendered, the authority of such persons signing on behalf of the parties thereto other than the Guarantor and the due authorization, execution and delivery of all documents by the parties thereto other than the Guarantor. As to any facts material to the opinions expressed herein which we have not independently established or verified, we have relied upon statements and representations of officers and other representatives of the Guarantor, public officials and others.

Our opinions expressed below are subject to the qualifications that we express no opinion as to the applicability of, compliance with, or effect of (i) any bankruptcy, insolvency, reorganization, fraudulent transfer, fraudulent conveyance, moratorium or other similar law affecting the enforcement of creditors' rights generally, (ii) general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law), (iii) public policy considerations which may limit the rights of parties to obtain certain remedies, (iv) any law except the laws of the State of Minnesota and the Minnesota case law decided thereunder and (v) the "Blue Sky" laws and regulations of Minnesota.

Based upon and subject to the assumptions, qualifications, assumptions and limitations and the further limitations set forth below, we are of the opinion that:

1. The Guarantor is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Minnesota.
2. The Indenture and the Forty-Second Supplemental Indenture have been duly authorized, executed and delivered by the Guarantor. The Indenture and the Forty-Second Supplemental Indenture are valid and binding obligations of the Guarantor and are enforceable against the Guarantor in accordance with their terms.
3. When the Notes have been duly executed and authenticated in accordance with the Indenture and the Forty-Second Supplemental Indenture, and duly delivered to the holders thereof, the Guarantee of the Notes will be a valid and binding obligation of the Guarantor, enforceable against the Guarantor in accordance with its terms.
4. The execution and delivery of the Indenture and the Forty-Second Supplemental Indenture by the Guarantor and the performance by the Guarantor of its obligations



thereunder (including with respect to the Guarantee) do not conflict with or constitute or result in a breach or default under (or an event which with notice or the passage of time or both would constitute a default under) or result in the creation of a lien or encumbrance under or violation of any of (i) the articles of incorporation, bylaws or other organizational documents of the Guarantor or (ii) Applicable Laws. As used herein, "Applicable Laws" means those laws, rules and regulations of governmental authorities (other than those of counties, towns, municipalities and special political subdivisions) of the State of Minnesota which we, in the exercise of customary professional diligence, would reasonably recognize as being applicable to the Guarantor and the transactions contemplated by the Indenture and the Forty-Second Supplemental Indenture.

5. No consent, waiver, approval, authorization or order of any State of Minnesota court or governmental authority of the State of Minnesota or any political subdivision thereof is required pursuant to any Applicable Laws for the issuance by the Guarantor of the Guarantee.

Our opinion expressed in Paragraph 1 above with respect to the good standing of the Guarantor is based solely on a Certificate of Good Standing issued with respect to the Guarantor by the Secretary of State of Minnesota dated July 7, 2011.

This opinion is limited to the specific issues addressed herein, and no opinion may be inferred or implied beyond that expressly stated herein. We assume no obligation to revise or supplement this opinion should the present laws of the State of Minnesota be changed by legislative action, judicial decision or otherwise after the effective date of the Registration Statement.

This opinion is furnished to you in connection with the filing by the Issuer of a Registration Statement on Form S-4 which will be incorporated by reference into the Registration Statement and is not to be used, circulated, quoted or otherwise relied upon for any other purpose, except that Kirkland & Ellis LLP may rely on this opinion to the same extent as if it were an addressee hereof.

We hereby consent to the filing of this opinion with the commission as Exhibit 5.02 to the Registration Statement. We also consent to the reference to our firm under the heading "Legal Matters" in the Registration Statement. In giving this consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

Very truly yours,

/s/ Leonard, Street and Deinard

LEONARD, STREET AND DEINARD  
PROFESSIONAL ASSOCIATION

July 11, 2011

NRG South Texas LP,  
Texas Genco Services, LP  
Texas Genco Holdings, Inc.,  
Texas Genco GP, LLC  
Elbow Creek Wind Project LLC  
Langford Wind Power, LLC  
c/o NRG Energy, Inc.  
211 Carnegie Center  
Princeton, NJ 08540

Re: NRG Energy, Inc.'s 7.625% Senior Notes due 2018 – Texas Guarantors.

Ladies and Gentlemen:

We have acted as special counsel to NRG South Texas LP (formerly known as Texas Genco LP), a Texas limited partnership, Texas Genco Services, LP, a Texas limited partnership, Texas Genco Holdings, Inc., a Texas corporation, Texas Genco GP, LLC, a Texas limited liability company, Elbow Creek Wind Project LLC, a Texas limited liability company, and Langford Wind Power, LLC, a Texas limited liability company (collectively, the "Texas Guarantors" and individually, a "Texas Guarantor"), each Texas Guarantor being a subsidiary of NRG Energy, Inc., a Delaware corporation (the "Issuer"), in connection with the Registration Statement on Form S-4 (the "Registration Statement"), with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Act"), relating to the registration under the Act of \$1,200,000,000, in aggregate principal amount of the Issuer's 7.625% Senior Notes due 2018 (the "Exchange Notes") to be offered by the Issuer in exchange for \$1,200,000,000, in aggregate principal amount of the Issuer's 7.625% Senior Notes due 2018. The Exchange Notes are being issued pursuant to the Indenture (the "Base Indenture"), dated as of February 2, 2006, between the Issuer and Law Debenture Trust Company of New York, as Trustee (the "Trustee"), as supplemented by that certain Forty-Second Supplemental Indenture, dated as of January 26, 2011 (the "Supplemental Indenture"), among the Issuer, the Texas Guarantors and the other guarantors party thereto and the Trustee.

In connection with this opinion, we have examined originals, or copies certified or otherwise identified to our satisfaction, of the following: (i) the organizational documents of the Texas Guarantors, (ii) a certificate of existence issued as of a recent date by the Secretary of State of Texas as to each of the Texas Guarantors, (iii) a certificate of good standing issued as of a recent date by the Texas Comptroller of Public Accounts with respect to each of the Texas Guarantors, (iv) resolutions adopted by the board of directors or managers of each of the Texas Guarantors or its general partner with respect to, among other things, the execution and delivery by the Texas Guarantors of the Supplemental Indenture, (v) the Registration Statement, and (vi) the Base Indenture and the Supplemental Indenture. We have also examined such other

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documents and certificates and such matters of law as we have deemed necessary for the purposes of this opinion.

In such examination, we have assumed the authenticity of all documents submitted to us as originals and the conformity to the originals of all documents submitted to us as certified or photostatic copies. We have also assumed the genuineness of the signatures of persons signing all documents in connection with which this opinion is rendered. As to any facts material to the opinions expressed herein, we have made no independent investigation of such facts and have relied upon certificates of public officials and certificates of the Secretaries of the Texas Guarantors or their general partners.

Based upon the foregoing and subject to the assumptions, qualifications and limitations set forth herein, we are of the opinion that the Supplemental Indenture has been duly authorized, executed and delivered by the Texas Guarantors.

The opinion stated in this letter is limited to the applicable laws of the State of Texas.

We hereby consent to the filing of this opinion with the SEC as an exhibit to the Registration Statement. We also consent to the reference to our firm under the caption "Legal Matters" in the Registration Statement. In giving this consent, we do not thereby admit that we are included in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the SEC. This opinion is expressed as of the date hereof, and we disclaim any undertaking to advise you of any subsequent changes in the facts stated or assumed herein or of any subsequent changes in applicable law.

Very truly yours,

/s/ Andrews Kurth LLP

**NRG Energy, Inc.**  
**COMPUTATION OF RATIO OF EARNINGS TO FIXED CHARGES**

	For the Nine Months Ended September 30,		For the Year Ended December 31,				
	2010		2009	2008	2007	2006	2005
(In millions, except ratio)							
<b>Earnings:</b>							
Income from continuing operations before income tax	\$	762	\$ 1,669	\$ 1,766	\$ 933	\$ 861	\$ 110
Net loss attributable to noncontrolling interest		(1)	(1)	—	—	—	—
<b>Less:</b>							
Undistributed equity in earnings of unconsolidated affiliates		(41)	(41)	(44)	(33)	(33)	(8)
Capitalized interest		(11)	(37)	(45)	(11)	(5)	—
<b>Add:</b>							
Fixed charges		493	703	634	715	603	180
Amortization of capitalized interest		3	3	1	—	—	—
<b>Total Earnings:</b>	\$	<u>1,205</u>	\$ <u>2,296</u>	\$ <u>2,312</u>	\$ <u>1,604</u>	\$ <u>1,426</u>	\$ <u>282</u>
<b>Fixed Charges:</b>							
Interest expense	\$	447	\$ 610	\$ 546	\$ 657	\$ 562	\$ 166
Interest capitalized		11	37	45	11	5	—
Amortization of debt issuance costs		18	31	22	26	22	6
Amortization of debt discount/(premiums)		5	13	15	19	10	5
Approximation of interest in rental expense		12	12	6	2	4	3
<b>Total Fixed Charges:</b>	\$	<u>493</u>	\$ <u>703</u>	\$ <u>634</u>	\$ <u>715</u>	\$ <u>603</u>	\$ <u>180</u>
<b>Ratio of Earnings to Combined Fixed Charges</b>		<u>2.44</u>	<u>3.27</u>	<u>3.65</u>	<u>2.24</u>	<u>2.36</u>	<u>1.57</u>

Entity Name	Domestic Jurisdiction	Formation Date	Federal Tax ID
Alta Vista SunTower, LLC	Delaware	02-26-2008	26-2374411
Arthur Kill Gas Turbines LLC	Delaware	12-05-2007	26-1520660
Arthur Kill Power LLC	Delaware	03-11-1999	41-1937469
Astoria Gas Turbine Power LLC	Delaware	03-11-1999	41-1937470
Avenal Solar Holdings LLC	Delaware	01-01-2010	27-0215580
Bayou Cove Peaking Power, LLC	Delaware	09-11-2000	36-4498942
Berrians I Gas Turbine Power LLC	Delaware	06-04-2001	41-2008755
Big Cajun I Peaking Power LLC	Delaware	07-28-2000	41-1984052
Big Cajun II Unit 4 LLC	Delaware	09-14-2001	41-2018822
Big Rock SunTower, LLC	Delaware	11-27-2007	26-2397652
bioNRG Tonawanda Inc.	Delaware	12-18-2007	26-1598083
Bluewater Nautilus, LLC	Delaware	09-14-2009	27-1436253
Bluewater Wind Delaware LLC	Delaware	09-18-2006	20-5760002
Bluewater Wind Maryland LLC	Delaware	10-19-2007	27-1436423
Bluewater Wind New Jersey Energy LLC	Delaware	12-03-2007	27-1436369
Blythe Green LLC	Delaware	07-31-2009	27-2869099
Cabrillo Power I LLC	Delaware	12-11-1998	76-0595964
Cabrillo Power II LLC	Delaware	12-11-1998	76-0595963
Camas Power Boiler Limited Partnership	Oregon	02-06-1990	93-1025546
Camas Power Boiler, Inc.	Oregon	02-06-1990	93-1025544
Carbon Management Solutions LLC	Delaware	03-29-2010	27-2238021
Carlsbad Energy Center LLC	Delaware	08-14-2007	26-0731286
Chickahominy River Energy Corp.	Virginia	06-02-1988	13-3469941
Clean Edge Energy LLC	Delaware	03-30-2010	27-2244275
Cody SunTower, LLC	Delaware	10-16-2008	26-3573004
Commonwealth Atlantic Power LLC	Delaware	07-16-2001	41-2013264
Conemaugh Fuels, LLC	Delaware	07-12-2002	13-4210287
Conemaugh Power LLC	Delaware	05-08-2000	41-1973743
Connecticut Jet Power LLC	Delaware	07-30-1999	41-1949386
Continental Energy, LLC	Arizona	09-11-2009	90-0609459
Cottonwood Development LLC	Delaware	12-28-1999	52-2220177
Cottonwood Energy Company LP	Delaware	06-13-2000	76-0635621
Cottonwood Generating Partners I LLC	Delaware	03-03-2000	76-0635620
Cottonwood Generating Partners II LLC	Delaware	03-03-2000	52-2236732
Cottonwood Generating Partners III LLC	Delaware	03-03-2000	52-2236738

Cottonwood Technology Partners LP	Delaware	11-29-2000	76-0669423
Desert View SunTower, LLC	Delaware	02-26-2008	26-2397883
Devon Power LLC	Delaware	07-30-1999	41-1949385
Dunkirk Power LLC	Delaware	03-10-1999	41-1937466
Eastern Sierra Energy Company	California	03-28-1988	33-0299028
El Mirage Energy, LLC	Arizona	11-23-2010	45-2176092
El Segundo Energy Center II LLC	Delaware	04-26-2011	45-2043165
El Segundo Energy Center LLC	Delaware	02-26-2008	26-2075294
El Segundo Power II LLC	Delaware	11-14-2000	76-0663675
El Segundo Power, LLC	Delaware	11-25-1997	41-1893999
Elbow Creek Wind Project LLC	Texas	01-18-2007	26-0765836
Energy Investors Fund, L.P.	Delaware	01-06-1988	04-2994208
Energy National, Inc.	Utah	09-13-1984	87-0413354
Energy Protection Insurance Company	Vermont	06-29-2010	27-3660148
Enifund, Inc.	Utah	04-22-1988	87-0459854
Enigen, Inc.	Utah	08-17-1987	87-0449760
ESOCO Molokai, Inc.	Utah	02-06-1990	93-1022167
ESOCO, Inc.	Utah	02-01-1989	87-0463636
Fairmont SunTower, LLC	Delaware	02-26-2008	26-2398612
GCE Holding LLC	Connecticut	02-13-2009	26-4317212
GCP Funding Company, LLC	Delaware	10-18-2004	02-0732615
GenConn Devon LLC	Connecticut	07-23-2008	—
GenConn Energy LLC	Connecticut	01-30-2008	26-2589018
GenConn Middletown LLC	Connecticut	07-23-2008	—
Gladstone Power Station Joint Venture	Australia	03-30-1994	98-0152596
Granite II Holding, LLC	Delaware	07-16-1999	22-3685720
Granite Power Partners II, L.P.	Delaware	01-31-1996	22-3419844
Green Mountain Energy Company	Delaware	03-03-1999	—
Hanover Energy Company	California	11-15-1988	33-0334380
Huntley IGCC LLC	Delaware	06-23-2006	20-5080480
Huntley Power LLC	Delaware	03-10-1999	41-1937468
Indian River IGCC LLC	Delaware	06-23-2006	20-5080561
Indian River Operations Inc.	Delaware	05-08-2000	41-1973349
Indian River Power LLC	Delaware	05-08-2000	41-1973747
Ivanpah Master Holdings, LLC	Delaware	02-23-2011	45-1827140
Ivanpah Project I Holdings, LLC	Delaware	02-23-2011	45-1828019
Ivanpah Project II Holdings, LLC	Delaware	02-23-2011	45-1828344

Ivanpah Project III Holdings, LLC	Delaware	02-23-2011	45-1828638
Jackson Valley Energy Partners, L.P.	California	05-21-1991	68-0249058
James River Power LLC	Delaware	07-16-2001	41-2013263
Kaufman Cogen LP	Delaware	05-24-1999	76-0606757
Keystone Fuels, LLC	Delaware	10-24-2000	25-1885290
Keystone Power LLC	Delaware	05-08-2000	41-1973744
Kraftwerk Schkopau Betriebsgesellschaft mbH	Germany	12-10-1993	98-0152597
Kraftwerk Schkopau GbR	Germany	09-01-1992	98-0152651
Lake Erie Properties Inc.	Delaware	04-07-2006	20-5821703
Lambique Beheer B.V.	Netherlands	01-06-1977	98-0173523.
Langford Wind Power, LLC	Texas	10-16-2007	26-4418527
Long Beach Generation LLC	Delaware	02-04-1998	41-1899713
Long Beach Peakers LLC	Delaware	02-09-2007	20-8427305
Long Beach Power LLC	Delaware	12-21-2006	20-8355015
Longhorn Energy, LLC	Arizona	04-14-2010	27-3632585
Louisiana Generating LLC	Delaware	06-14-1996	41-1870498
LSP-Nelson Energy, LLC	Delaware	03-01-1999	22-3641212
Meriden Gas Turbines LLC	Delaware	12-20-2000	41-1991989
Middletown Power LLC	Delaware	07-30-1999	41-1949384
Monster Energy, LLC	Arizona	04-14-2010	27-3443367
Montville IGCC LLC	Delaware	06-23-2006	20-5080863
Montville Power LLC	Delaware	07-30-1999	41-1949383
Natural Gas Repowering LLC	Delaware	02-24-2011	27-5174427
NEO Chester-Gen LLC	Delaware	07-13-2000	41-1980236
NEO Corporation	Minnesota	05-27-1993	41-1753235
NEO Freehold-Gen LLC	Delaware	07-13-2000	41-1980237
NEO Power Services Inc.	Delaware	04-11-2000	23-3043507
Netherlands Holdco	Netherlands	01-01-1111	—
New Genco GP, LLC	Delaware	07-26-2004	02-0732611
New Jersey Power Development LLC	Delaware	12-09-2009	27-1739287
NINA Construction LLC	Delaware	11-23-2009	27-1374341
NINA Investments Holdings LLC	Delaware	04-09-2010	27-2330744
NINA Modularization LLC	Delaware	11-23-2009	27-1374392
NINA Nuclear Training LLC	Delaware	11-23-2009	27-1374461
NINA Steel Investments LLC	Delaware	04-22-2010	27-2424814
NINA Texas 3 LLC	Delaware	02-28-2008	26-2094997
NINA Texas 4 LLC	Delaware	02-28-2008	26-2095092

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Norwalk Power LLC	Delaware	07-30-1999	41-1949381
NRG Affiliate Services Inc.	Delaware	01-11-2000	41-1960764
NRG Alta Vista LLC	Delaware	02-17-2009	26-4322511
NRG Artesian Energy LLC	Delaware	03-30-2010	27-2243660
NRG Arthur Kill Operations Inc.	Delaware	04-29-1999	41-1939116
NRG Asia-Pacific, Ltd.	Delaware	04-23-1993	98-0138856
NRG Astoria Gas Turbine Operations Inc.	Delaware	04-29-1999	41-1939115
NRG Astoria Power LLC	Delaware	04-21-2008	26-2463416
NRG Audrain Generating LLC	Delaware	10-21-1999	56-2165136
NRG Audrain Holding LLC	Delaware	06-06-2001	41-2008837
NRG Bayou Cove LLC	Delaware	09-10-2001	41-2016940
NRG Bluewater Holdings LLC	Delaware	10-27-2009	27-1204315
NRG Bluewater Wind Great Lakes LLC	Delaware	02-23-2010	27-1972640
NRG Bluewater Wind Maine LLC	Delaware	02-02-2011	27-4810248
NRG Bluewater Wind Massachusetts LLC	Delaware	02-17-2011	27-5061839
NRG Bluewater Wind New York LLC	Delaware	02-23-2010	27-1972711
NRG Bourbonnais Equipment LLC	Delaware	12-07-2001	41-2022362
NRG Bourbonnais LLC	Illinois	03-02-2000	36-4350845
NRG Brazos Valley GP LLC	Delaware	05-24-2001	41-2007665
NRG Brazos Valley LP LLC	Delaware	05-24-2001	41-2007664
NRG Cabrillo Power Operations Inc.	Delaware	04-19-1999	41-1938132
NRG Cadillac Inc.	Delaware	04-15-1997	41-1880434
NRG Cadillac Operations Inc.	Delaware	08-15-1997	41-1910726
NRG California Peaker Operations LLC	Delaware	05-20-2003	20-0088453
NRG Capital II LLC	Delaware	04-22-2002	68-0500326
NRG Caymans Company	Cayman Islands	12-07-1999	—
NRG Caymans-C	Cayman Islands	12-09-1999	—
NRG Caymans-P	Cayman Islands	12-09-1999	—
NRG Cedar Bayou Development Company, LLC	Delaware	07-25-2007	260601018
NRG CleanTech Investments LLC	Delaware	12-03-2010	27-4204223
NRG Coal Development Company LLC	Delaware	02-08-2008	26-1948635
NRG ComLease LLC	Delaware	10-03-2000	41-1985255
NRG Common Stock Finance I LLC	Delaware	07-31-2006	20-5303763
NRG Common Stock Finance II LLC	Delaware	07-31-2006	20-5303766
NRG Connecticut Affiliate Services Inc.	Delaware	09-23-1999	41-1952333
NRG Connecticut Peaking Development LLC	Delaware	01-24-2008	26-1892200
NRG Construction LLC	Delaware	07-05-2007	26-0496159

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NRG Development Company Inc.	Delaware	08-30-1999	41-1959656
NRG Devon Operations Inc.	Delaware	08-23-1999	41-1950239
NRG Dunkirk Operations Inc.	Delaware	04-29-1999	41-1939114
NRG El Segundo Operations Inc.	Delaware	01-20-1998	41-1929997
NRG Electricity Sales Princeton LLC	Delaware	11-13-2009	27-1345886
NRG Energy Center Dover LLC	Delaware	07-12-2000	41-1980179
NRG Energy Center Harrisburg LLC	Delaware	04-25-2000	41-1972448
NRG Energy Center HCEC LLC	Delaware	09-23-2009	27-1018839
NRG Energy Center Minneapolis LLC	Delaware	10-27-1999	41-1957382
NRG Energy Center Paxton LLC	Delaware	04-25-2000	41-1972450
NRG Energy Center Phoenix LLC	Delaware	12-10-1999	86-0978745
NRG Energy Center Pittsburgh LLC	Delaware	10-25-1999	41-1957384
NRG Energy Center Princeton LLC	Delaware	11-13-2009	27-1345963
NRG Energy Center San Diego LLC	Delaware	10-27-1999	41-1957379
NRG Energy Center San Francisco LLC	Delaware	07-30-1991	34-1685955
NRG Energy Center Smyrna LLC	Delaware	12-20-2001	26-0035999
NRG Energy Center Tucson LLC	Arizona	09-08-2000	80-0009093
NRG Energy Jackson Valley I, Inc.	California	04-10-1991	68-0249171
NRG Energy Jackson Valley II, Inc.	California	04-10-1991	68-0249172
NRG Energy Labor Services LLC	Delaware	03-02-2011	27-5345464
NRG Energy Services Group LLC	Delaware	10-28-2010	27-3915519
NRG Energy Services LLC	Delaware	12-24-2002	41-1978725
NRG Energy, Inc.	Delaware	05-29-1992	41-1724239
NRG Equipment Company LLC	Nevada	09-19-2007	26-1132757
NRG EV Services LLC	Delaware	10-06-2010	27-3632157
NRG Gas Development Company, LLC	Delaware	07-25-2007	26-0600917
NRG Gaskell LLC	Delaware	02-17-2009	26-4322598
NRG Generation Holdings, Inc.	Delaware	11-22-2004	20-1911335
NRG Gladstone Operating Services Pty Ltd	Australia	09-23-1993	—
NRG Granite Acquisition LLC	Delaware	11-03-2000	41-1990640
NRG Harrisburg Cooling LLC	Delaware	01-30-2007	20-8354920
NRG Holdings, Inc.	Delaware	05-17-2007	26-0207189
NRG Huntley Operations Inc.	Delaware	04-29-1999	41-1939118
NRG Ilion Limited Partnership	Delaware	11-09-1990	36-3783670
NRG Ilion LP LLC	Delaware	07-10-2001	41-2016939
NRG International II Inc.	Delaware	12-04-1997	41-1893527
NRG International III Inc.	Delaware	11-17-2000	41-1988391

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NRG International LLC	Delaware	10-21-1992	41-1744096
NRG Kaufman LLC	Delaware	12-11-2000	74-2982419
NRG Latin America Inc.	Delaware	08-18-1997	41-1910733
NRG LC Facility Company LLC	Delaware	06-09-2010	27-2934905
NRG Limestone 3, LLC	Delaware	02-08-2008	26-1948742
NRG Maintenance Services LLC	Delaware	12-21-2006	20-8088165
NRG Merger Sub, Inc.	Delaware	05-17-2007	26-0524114
NRG Mesquite LLC	Delaware	12-11-2000	74-2982421
NRG Mextrans Inc.	Delaware	09-21-1999	41-1951078
NRG MidAtlantic Affiliate Services Inc.	Delaware	02-14-2001	41-1996587
NRG Middletown Operations Inc.	Delaware	08-23-1999	41-1950236
NRG Montville Operations Inc.	Delaware	08-23-1999	41-1950237
NRG Nelson Turbines LLC	Delaware	02-19-2002	01-0601096
NRG New Jersey Energy Sales LLC	Delaware	03-22-2002	03-0412726
NRG New Roads Holdings LLC	Delaware	03-07-2000	41-1968966
NRG NM Suntower LLC	Delaware	02-17-2009	26-4322654
NRG North Central Operations Inc.	Delaware	04-20-2001	41-2004025
NRG Northeast Affiliate Services Inc.	Delaware	05-19-1999	41-1940300
NRG Norwalk Harbor Operations Inc.	Delaware	08-23-1999	41-1950238
NRG Operating Services, Inc.	Delaware	10-21-1992	41-1744095
NRG Oswego Harbor Power Operations Inc.	Delaware	04-29-1999	41-1939117
NRG PacGen Inc.	Delaware	10-28-1997	41-1889830
NRG Peaker Finance Company LLC	Delaware	04-01-2002	47-0861187
NRG Power Marketing LLC	Delaware	12-31-2007	41-1910737
NRG Procurement Company LLC	Nevada	09-20-2007	26-1141486
NRG Repowering Holdings LLC	Delaware	12-18-2007	26-1597964
NRG Retail LLC	Delaware	02-24-2009	26-4341161
NRG Rockford Acquisition LLC	Delaware	07-06-2001	41-2011003
NRG Rockford Equipment II LLC	Illinois	09-15-2000	36-4397486
NRG Rockford Equipment LLC	Illinois	02-04-2000	36-4345222
NRG Rockford II LLC	Illinois	09-15-2000	36-4397489
NRG Rockford LLC	Illinois	12-14-1999	36-4344520
NRG Rocky Road LLC	Delaware	10-04-1999	41-1959448
NRG Saguaro Operations Inc.	Delaware	07-16-2001	41-2013262
NRG SanGencisco LLC	Delaware	07-02-2008	26-2932115
NRG Services Corporation	Delaware	06-06-1996	41-1841627
NRG Sherbino LLC	Delaware	08-14-2007	260720440

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NRG SimplySmart Solutions LLC	Delaware	12-02-2010	27-4204481
NRG Solar Agua Caliente Holdings LLC	Delaware	03-21-2011	45-0979890
NRG Solar Alpine LLC	Delaware	02-26-2008	26-2398932
NRG Solar Arrowhead LLC	Delaware	05-24-2011	45-2453731
NRG Solar Asset Management LLC	Delaware	03-16-2011	45-0697857
NRG Solar Blythe II LLC	Delaware	05-18-2009	27-2869041
NRG Solar Blythe III LLC	Delaware	05-18-2010	27-2869138
NRG Solar Blythe LLC	Delaware	12-18-2007	27-0579600
NRG Solar Borrego I LLC	Delaware	05-30-2008	26-3268182
NRG Solar Borrego II LLC	Delaware	05-01-2008	26-2535108
NRG Solar Desert Center LLC	Delaware	05-30-2008	26-3268866
NRG Solar Green Valley LLC	Delaware	02-17-2011	27-5061729
NRG Solar Hyder I LLC	Delaware	08-08-2008	26-3268776
NRG Solar Hyder II LLC	Delaware	08-08-2008	26-3268820
NRG Solar Hyder III LLC	Delaware	12-29-2008	27-2869252
NRG Solar Ivanpah LLC	Delaware	03-21-2011	45-0979625
NRG Solar LLC	Delaware	02-17-2009	26-4322315
NRG Solar PV LLC	Delaware	10-08-2009	27-1090637
NRG Solar Roadrunner Holdings LLC	Delaware	03-21-2011	45-0979251
NRG Solar Roadrunner LLC	Delaware	10-14-2008	26-3543476
NRG Solar Sunrise LLC	Delaware	03-16-2011	45-0697696
NRG Solar Ventures LLC	Delaware	04-20-2009	20-8419824
NRG Solar Wharton LLC	Delaware	10-08-2009	27-1090780
NRG South Central Affiliate Services Inc.	Delaware	02-14-2001	41-1996193
NRG South Central Generating LLC	Delaware	01-12-2000	41-1963217
NRG South Central Operations Inc.	Delaware	03-29-2001	41-2002465
NRG South Texas LP	Texas	12-21-2001	30-0083668
NRG South Trent Holdings LLC	Delaware	03-23-2010	27-2207561
NRG Southaven LLC	Delaware	03-10-2008	26-2181801
NRG Sterlington Power LLC	Delaware	11-13-1998	41-1991996
NRG SunCap Leasing I LLC	Delaware	01-19-2011	27-4619483
NRG SunCap LLC	Delaware	01-13-2011	27-4572970
NRG Switchyard Energy LLC	Delaware	11-16-2010	27-3982835
NRG Telogia Power LLC	Delaware	07-18-2001	41-2012520
NRG Texas C&I Supply LLC	Delaware	03-27-2009	26-4555466
NRG Texas Holding Inc.	Delaware	04-27-2009	26-4775586
NRG Texas LLC	Delaware	07-19-2004	20-1504355

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NRG Texas Power LLC	Delaware	06-28-2007	34-2019301
NRG Texas Retail LLC	Delaware	09-19-2007	26-1109801
NRG Thermal LLC	Delaware	10-25-1999	41-1956605
NRG Thermal Solar LLC	Delaware	02-17-2009	26-4322407
NRG Victoria I Pty Ltd	Australia	12-10-1996	—
NRG West Coast LLC	Delaware	12-31-2002	41-1942517
NRG West Holdings LLC	Delaware	07-18-2008	26-3042402
NRG West Procurement Company LLC	Delaware	06-02-2010	27-2775919
NRG Western Affiliate Services Inc.	Delaware	08-27-1999	41-1949168
NRG Wind Development Company, LLC	Delaware	07-25-2007	260600506
NRGenerating German Holdings GmbH	Switzerland	05-16-2001	—
NRGenerating International B.V.	Netherlands	07-15-1993	98-0173523.....
NRGenerating Luxembourg (No. 1) S.a.r.l.	Luxembourg	08-08-2000	—
NRGenerating Luxembourg (No. 2) S.a.r.l.	Luxembourg	01-01-1111	—
Nuclear Innovation North America Investments LLC	Delaware	02-28-2008	26-2094901
Nuclear Innovation North America LLC	Delaware	02-28-2008	26-2094798
O'Brien Cogeneration, Inc. II	Delaware	12-31-1985	23-2414656
ONSITE Energy, Inc.	Oregon	01-22-1986	93-0910742
Oswego Harbor Power LLC	Delaware	03-30-1999	41-1937465
P.T. Dayalistrik Pratama	Indonesia	05-15-1996	41-1854674
Pacific Crockett Holdings, Inc.	Oregon	02-14-1991	93-1050641
Pacific Generation Company	Oregon	08-03-1984	93-0886652
Pacific Generation Holdings Company	Oregon	01-12-1995	93-1191560
Pacific-Mt. Poso Corporation	Oregon	06-08-1987	93-0970468
Pennywise Power LLC	Delaware	10-15-2008	26-3576629
PESD Energy, LLC	Arizona	09-01-2010	—
Petra Nova LLC	Delaware	02-24-2011	27-5174593
Project Finance Fund III, L.P.	Delaware	10-28-1994	04-3277978
RE Retail Receivables, LLC	Delaware	06-12-2002	41-2046596
Reliant Energy Charitable Foundation	Delaware	08-16-2010	27-3283754
Reliant Energy Northeast LLC	Delaware	06-24-2010	32-0314140
Reliant Energy Power Supply, LLC	Delaware	04-17-2006	204823108
Reliant Energy Retail Holdings, LLC	Delaware	08-25-2000	76-0655580
Reliant Energy Retail Services, LLC	Delaware	08-25-2000	76-0655567
Reliant Energy Texas Retail, LLC	Delaware	10-14-2008	26-3576595
RERH Holdings, LLC	Delaware	07-17-2006	205222227
Roadrunner SunTower, LLC	Delaware	10-16-2008	—

Saale Energie GmbH	Germany	11-10-1993	98-0152604
Saale Energie Services GmbH	Germany	12-16-1994	98-0152606
Sachsen Holding B.V.	Netherlands	02-04-1994	98-0173523.....
Saguaro Power Company, a Limited Partnership	California	04-10-1989	33-0365673
Saguaro Power LLC	Delaware	07-16-2001	41-2013654
San Joaquin Valley Energy I, Inc.	California	01-21-1992	77-0314978
San Joaquin Valley Energy IV, Inc.	California	04-29-1992	77-0314979
San Joaquin Valley Energy Partners I, L.P	California	04-30-1992	68-0280124
Sherbino I Wind Farm LLC	Delaware	07-25-2007	—
Solar Partners I, LLC	Delaware	11-02-2006	20-8812461
Solar Partners II, LLC	Delaware	01-04-2007	36-4608152
Solar Partners VIII, LLC	Delaware	04-09-2007	36-4608159
Somerset Operations Inc.	Delaware	11-17-1998	41-1923722
Somerset Power LLC	Delaware	11-17-1998	41-1924606
South Trent Wind LLC	Delaware	08-22-2007	27-3410130
Statoil Energy Power/Pennsylvania, Inc.	Pennsylvania	11-21-1991	23-2669588
Sunshine State Power (No. 2) B.V.	Netherlands	02-24-1994	98-0173523,
Sunshine State Power B.V.	Netherlands	11-11-1993	98-0173523,,
Tacoma Energy Recovery Company	Delaware	06-24-1999	41-1963106
Texas Genco Financing Corp.	Delaware	11-24-2004	27-0110393
Texas Genco GP, LLC	Texas	12-18-2001	75-3013803
Texas Genco Holdings, Inc.	Texas	08-24-2001	76-0695920
Texas Genco LP, LLC	Delaware	12-18-2001	30-0381697
Texas Genco Operating Services, LLC	Delaware	10-07-2004	75-3172707
Texas Genco Services, LP	Texas	11-18-2003	38-3694336
Turners Falls Limited Partnership	Delaware	06-19-1987	36-3530599
USSV Land Company LLC	Delaware	06-10-2010	27-2822986
Vail Energy, LLC	Arizona	03-23-2011	—
Vienna Operations Inc.	Delaware	05-08-2000	41-1973351
Vienna Power LLC	Delaware	05-08-2000	41-1973745
WCP (Generation) Holdings LLC	Delaware	06-17-1999	74-2922374
West Coast Power LLC	Delaware	02-09-1999	36-4301246
Wildcat Energy, LLC	Arizona	04-14-2010	27-3632454

**Consent of Independent Registered Public Accounting Firm**

The Board of Directors  
NRG Energy, Inc.:

We consent to the use of our reports dated February 22, 2011, with respect to the consolidated balance sheets of NRG Energy, Inc. and subsidiaries as of December 31, 2010 and 2009, and the related consolidated statements of operations, stockholders' equity and comprehensive income, and cash flows, for each of the years in the three-year period ended December 31, 2010, and related financial statement schedule, and the effectiveness of internal control over financial reporting as of December 31, 2010, incorporated by reference in the registration statement on Form S-4 for \$1,200,000,000 7.625% Senior Notes due 2018, Series B. We also consent to the reference to our firm under the heading "Experts" in this registration statement.

Our report refers to the Company's adoption of Accounting Standards Update (ASU) 2009-17, "*Improvements to Financial Reporting by Enterprises Involved with Variable Interest Entities*" (incorporated into Accounting Standards Codification (ASC) Topic 810, "*Consolidation*"), effective January 1, 2010; the Company adopted Statement of Financial Accounting Standards (SFAS) 141R, "*Business Combinations*" (incorporated into Accounting Standards Codification (ASC) Topic 805, "*Business Combinations*"), SFAS No. 160, "*Noncontrolling Interests in Consolidated Financial Statements — an amendment of ARB No. 51, Consolidated Financial Statements*" (incorporated into ASC Topic 810, "*Consolidation*"), Financial Accounting Standards Board Staff Position (FSP FAS) 141R-1, "*Accounting for Assets and Liabilities Assumed in a Business Combination That Arise from Contingencies*" (incorporated into ASC Topic 805, "*Business Combinations*"), and FSP Accounting Principles Board (APB) No. 14-1, "*Accounting for Convertible Debt Instruments That May Be Settled in Cash upon Conversion (Including Partial Cash Settlements)*" (incorporated into ASC Topic 825, "*Financial Instruments*"), effective January 1, 2009; and SFAS No. 157, "*Fair Value Measurements*" (incorporated into ASC Topic 820, "*Fair Value Measurements and Disclosures*"), effective January 1, 2008.

(signed) KPMG LLP

Philadelphia, PA  
July 11, 2011

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**SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**Form T-1**

**STATEMENT OF ELIGIBILITY UNDER THE TRUST INDENTURE ACT OF 1939  
OF A  
CORPORATION DESIGNATED TO ACT AS TRUSTEE**

**CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A  
TRUSTEE PURSUANT TO SECTION 305(b)(2)**

**LAW DEBENTURE TRUST COMPANY OF NEW YORK**

(Exact name of trustee as specified in its charter)

**New York**  
(Jurisdiction of incorporation or organization if not a U.S.  
national bank)

**01-0622605**  
(I.R.S. Employer  
Identification  
Number)

**400 Madison Avenue, 4<sup>th</sup> Floor, New York, New York**  
(Address of principal executive offices)

**10017**  
(Zip Code)

**Law Debenture Trust Company of New York, 400 Madison Avenue, 4th Floor  
New York, NY 10017, James D. Heaney, Managing Director, (212) 750-6474**  
(Name, address and telephone number of agent for services)

**NRG Energy, Inc. \***  
(Exact name of obligor as specified in its charter)

**Delaware**  
(State or other jurisdiction of incorporation or organization)

**41-1724239**  
(I.R.S. Employer  
Identification No.)

**211 Carnegie Center  
Princeton, NJ**  
(Address of principal executive offices)

**08540**  
(Zip Code)

**7.625% Senior Notes due 2018, Series B  
Guarantees of 7.625% Senior Notes due 2018, Series B**  
(Title of the indenture securities)

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**Table of Additional Obligor**

<b>Exact Name of Additional Obligor*</b>	<b>Jurisdiction of Formation</b>	<b>I.R.S. Employer Identification No.</b>
Arthur Kill Power LLC	Delaware	41-1937649
Astoria Gas Turbine Power LLC	Delaware	41-1937470
Cabrillo Power I LLC	Delaware	76-0595964
Cabrillo Power II LLC	Delaware	76-0595963
Carbon Management Solutions LLC	Delaware	27-2238021
Clean Edge Energy LLC	Delaware	27-2244275
Conemaugh Power LLC	Delaware	41-1973743
Connecticut Jet Power LLC	Delaware	41-1949386
Cottonwood Development LLC	Delaware	52-2220177
Cottonwood Energy Company LP	Delaware	76-0635621
Cottonwood Generating Partners II LLC	Delaware	52-2236732
Cottonwood Generating Partners I LLC	Delaware	76-0635620
Cottonwood Generating Partners III LLC	Delaware	52-2236738
Cottonwood Technology Partners LP	Delaware	76-0669423
Devon Power LLC	Delaware	41-1949385
Dunkirk Power LLC	Delaware	41-1937466
Eastern Sierra Energy Company	California	33-0299028
El Segundo Power, LLC	Delaware	41-1893999
El Segundo Power II LLC	Delaware	76-0663675
Elbow Creek Wind Project LLC	Texas	26-0765836
Energy Protection Insurance Company	Vermont	27-3660148
GCP Funding Company, LLC	Delaware	33-0334380
Green Mountain Energy Company	Delaware	03-0360441
Huntley Power LLC	Delaware	41-1937468
Indian River Operations Inc.	Delaware	41-1973349
Indian River Power LLC	Delaware	41-1973747
Keystone Power LLC	Delaware	41-1973744
Langford Wind Power, LLC	Texas	26-4418527
Louisiana Generating LLC	Delaware	41-1870498
Meriden Gas Turbines LLC	Delaware	41-1991989
Middletown Power LLC	Delaware	41-1949384
Montville Power LLC	Delaware	41-1949383
NEO Corporation	Minnesota	41-1753235
NEO Freehold-Gen LLC	Delaware	41-1980237
NEO Power Services Inc.	Delaware	23-3043507
New Genco GP, LLC	Delaware	02-0732611
Norwalk Power LLC	Delaware	41-1949381



<b>Exact Name of Additional Obligors*</b>	<b>Jurisdiction of Formation</b>	<b>I.R.S. Employer Identification No.</b>
NRG Affiliate Services Inc.	Delaware	41-1960764
NRG Artesian Energy LLC	Delaware	27-2243660
NRG Arthur Kill Operations Inc.	Delaware	41-1939116
NRG Astoria Gas Turbine Operations Inc.	Delaware	41-1939115
NRG Bayou Cove LLC	Delaware	41-2016940
NRG Cabrillo Power Operations Inc.	Delaware	41-1938132
NRG California Peaker Operations LLC	Delaware	20-0088453
NRG Cedar Bayou Development Company, LLC	Delaware	26-0601018
NRG Connecticut Affiliate Services Inc.	Delaware	41-1952333
NRG Construction LLC	Delaware	26-0496159
NRG Development Company Inc.	Delaware	41-1959656
NRG Devon Operations Inc.	Delaware	41-1950239
NRG Dunkirk Operations Inc.	Delaware	41-1939114
NRG El Segundo Operations Inc.	Delaware	41-1929997
NRG Energy Labor Services LLC	Delaware	27-5345464
NRG Energy Services Group LLC	Delaware	27-3915519
NRG Energy Services LLC	Delaware	41-1978725
NRG Generation Holdings, Inc.	Delaware	20-1911335
NRG Huntley Operations Inc.	Delaware	41-1939118
NRG Ilion Limited Partnership	Delaware	36-3783670
NRG Ilion LP LLC	Delaware	41-2016939
NRG International LLC	Delaware	41-1744096
NRG Maintenance Services LLC	Delaware	20-8088165
NRG Mextrans Inc.	Delaware	41-1951078
NRG MidAtlantic Affiliate Services Inc.	Delaware	41-1996587
NRG Middletown Operations Inc.	Delaware	41-1950236
NRG Montville Operations Inc.	Delaware	41-1950237
NRG New Jersey Energy Sales LLC	Delaware	03-0412726
NRG New Roads Holdings LLC	Delaware	41-1968966
NRG North Central Operations Inc.	Delaware	41-2004025
NRG Northeast Affiliate Services Inc.	Delaware	41-1940300
NRG Norwalk Harbor Operations Inc.	Delaware	41-1950238
NRG Operating Services, Inc.	Delaware	41-1744095
NRG Oswego Harbor Power Operations Inc.	Delaware	41-1939117
NRG PacGen Inc.	Delaware	41-1889830
NRG Power Marketing LLC	Delaware	41-1910737
NRG Retail LLC	Delaware	26-4341161
NRG Rockford Acquisition LLC	Delaware	41-2011003
NRG Saguaro Operations Inc.	Delaware	41-2013262
NRG Services Corporation	Delaware	41-1841627
NRG SimplySmart Solutions LLC	Delaware	27-4204481
NRG South Central Affiliate Services Inc.	Delaware	41-1996193
NRG South Central Generating LLC	Delaware	41-1963217
NRG South Central Operations Inc.	Delaware	41-2002465
NRG South Texas LP	Texas	30-0083668

<b>Exact Name of Additional Obligors*</b>	<b>Jurisdiction of Formation</b>	<b>I.R.S. Employer Identification No.</b>
NRG Texas C&I Supply LLC	Delaware	26-4555466
NRG Texas Holding Inc.	Delaware	26-4775586
NRG Texas LLC	Delaware	20-1504355
NRG Texas Power LLC	Delaware	34-2019301
NRG West Coast LLC	Delaware	41-1942517
NRG Western Affiliate Services Inc.	Delaware	41-1949168
O'Brien Cogeneration, Inc. II	Delaware	23-2414656
ONSITE Energy, Inc.	Oregon	93-0910742
Oswego Harbor Power LLC	Delaware	41-1937465
Pennywise Power LLC	Delaware	26-3576629
RE Retail Receivables, LLC	Delaware	41-2046596
Reliant Energy Northeast LLC	Delaware	32-0314140
Reliant Energy Power Supply, LLC	Delaware	204823108
Reliant Energy Retail Holdings, LLC	Delaware	76-0655580
Reliant Energy Retail Services, LLC	Delaware	76-0655567
Reliant Energy Texas Retail, LLC	Delaware	26-3576595
RERH Holdings, LLC	Delaware	20-5222227
Saguaro Power LLC	Delaware	41-2013654
Somerset Operations Inc.	Delaware	41-1923722
Somerset Power LLC	Delaware	41-1924606
Texas Genco Financing Corp.	Delaware	27-0110393
Texas Genco GP, LLC	Texas	75-3013803
Texas Genco Holdings, Inc.	Texas	76-0695920
Texas Genco LP, LLC	Delaware	30-0381697
Texas Genco Operating Services LLC	Delaware	75-3172707
Texas Genco Services, LP	Texas	38-3694336
Vienna Operations Inc.	Delaware	41-1973351
Vienna Power LLC	Delaware	41-1973745
WCP (Generation) Holdings LLC	Delaware	74-2922374
West Coast Power LLC	Delaware	36-4301246

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\* The address for each of the additional Obligor is c/o NRG Energy, Inc., 211 Carnegie Center, Princeton, NJ 08540, Telephone: (609) 524-4500. The primary standard industrial classification number for each of the additional Registrants is 4911.

The name, address, including zip code of the agent for service for each of the additional Obligor is Michael R. Bramnick, Executive Vice President and General Counsel of NRG Energy, Inc., 211 Carnegie Center, Princeton, NJ 08540, Telephone: (609) 524-4500.

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**Item 1. General information.**

Furnish the following information as to the trustee-

**a. Name and address of each examining or supervising authority to which it is subject.**

Name	Address
Superintendent of Banks of the State of New York	2 Rector Street, New York, NY 10006, and Albany, NY 12203

**b. Whether it is authorized to exercise corporate trust powers.**

Yes

**Item 2. Affiliations with the obligor.**

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

**Items 3-14.**

No responses are included for Items 3-14 of this Form T-1 because the obligor is not in default as provided under Item 13.

**Item 15. Foreign Trustee.**

Not applicable.

**Item 16. List of exhibits.**

List below all exhibits filed as a part of this statement of eligibility.

1. A copy of the articles of association of the trustee as now in effect. (see Exhibit 1 to Form T-1 filed in connection with Registration Statement No. 333-127469, which is incorporated by reference).
  2. A copy of the certificate of authority of the trustee to commence business, if not contained in the articles of association. (see Exhibit 2 to Form T-1 filed in connection with Registration Statement No. 333-127469, which is incorporated by reference).
  3. A copy of the existing bylaws of the trustee, or instruments corresponding thereto. ( see Exhibit 3 to Form T-1 filed in connection with Registration Statement No. 333-127469, which is incorporated by reference).
  4. The consents of the Trustee required by Section 321(b) of the Act. (see Exhibit 4 to Form T-1 filed in connection with Registration Statement 333-133414, which is incorporated by reference).
-

5. A copy of the latest report of condition of the trustee published pursuant to law or the requirements of its supervising or examining authority.

**SIGNATURE**

Pursuant to the requirements of the Trust Indenture Act of 1939 the trustee, Law Debenture Trust Company of New York, a trust company organized and existing under the laws of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of New York, and State of New York, on the 24th day of June, 2011.

Law Debenture Trust Company of New York  
(Trustee)

By: /S/ James D. Heaney  
James D. Heaney  
Managing Director

T-1 Item 16

**Consolidated Report of Condition (attached as Exhibit A hereto) of**

**LAW DEBENTURE TRUST COMPANY OF NEW YORK**

of 400 Madison Avenue, New York, NY 10017,

a limited purpose trust company ("LDTC-NY") and U.S. subsidiary of Law Debenture Corporation plc, London, England ("Law Debenture"), at the close of business December 31, 2010 published with the Federal Financial Institutions Examination Council/Board of Governors of the Federal Reserve System, and in accordance with Chapter 2 of the Consolidated Laws of the State of New York Banking Department license granted on May 8, 2002.

Prior to this Consolidated Report of Condition dated December 31, 2010 a Guarantee and Keep Well Agreement (attached as Exhibit B hereto) was executed by subsidiaries of Law Debenture, to effect capitalization of LDTC-NY in the total aggregate amount of \$50,000,000, on July 12, 2002.

I, Kenneth Portera, Chief Executive Officer of Law Debenture Trust Company of New York do hereby declare that this Report of Condition has been prepared in conformance with instructions issued by the Board of Governors of the Federal Reserve System and is true to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have executed this certificate the 24th day of June, 2011.

/S/ Kenneth Portera  
Kenneth Portera  
Chief Executive Officer  
Law Debenture Trust Company of New York

I, James D. Heaney, Managing Director of Law Debenture Trust Company of New York, do hereby attest that the signature set forth above is the true and genuine signature of Kenneth Portera, Chief Executive Officer of Law Debenture Trust Company of New York.

Attested by: /S/ James D. Heaney  
James D. Heaney  
Its: Managing Director

Law Debenture Trust Company of New York

FFIEC 041 **Exhibit A**  
PAGE RC-1  
13

Consolidated Report of Condition for Insured Commercial and State-Chartered Savings Banks for December 31, 2010

All schedules are to be reported in thousands of dollars. Unless otherwise indicated, report the amount outstanding as of the last business day of the quarter.

Schedule RC—Balance Sheet

Dollar Amounts in Thousands	RCON	Bil	Mil	Thou	
<b>ASSETS</b>					
1. Cash and balances due from depository institutions (from Schedule RC-A):					
a. Noninterest-bearing balances and currency and coin(1)	0081		2	031	1.a.
b. Interest-bearing balances(2)	0071		2	848	1.b.
2. Securities:					
a. Held-to-maturity securities (from Schedule RC-B, column A)	1754				2.a.
b. Available-for-sale securities (from Schedule RC-B, column D)	1773				2.b.
3. Federal funds sold and securities purchased under agreements to resell:					

a.	Federal funds sold	B987			3.a.
b.	Securities purchased under agreements to resell(3)	B989			3.b.
4.	Loans and lease financing receivables (from Schedule RC-C)				
a.	Loans and leases held for sale	5369			4.a.
b.	Loans and leases, net of unearned income	B528			4.b.
c.	LESS: Allowance for loan and lease losses	3123			4.c.
d.	Loans and leases, net of unearned income and allowance (item 4.b minus 4.c)	B529			4.d.
5.	Trading assets (from Schedule RC-D)	3545			5.
6.	Premises and fixed assets (including capitalized leases)	2145			6.
7.	Other real estate owned (from Schedule RC-M)	2150			7.
8.	Investments in unconsolidated subsidiaries and associated companies	2130			8.
9.	<b>Direct and indirect investments in real estate ventures</b>	3656			9.
10.	Intangible assets:				
a.	Goodwill	3163			10.a.
b.	Other intangible assets (from Schedule RC-M)	0426			10.b.
11.	Other assets (from Schedule RC-F)	2160	1	046	11.
12.	Total assets (sum of items 1 through 11)	2170	5	925	12.

(1) Includes cash items in process of collection and unposted debits.

(2) Includes time certificates of deposit not held for trading.

(3) Includes all securities resale agreements, regardless of maturity.

FFIEC 041  
PAGE RC-2  
14

Schedule RC—Continued

Dollar Amounts in Thousands		RCON	Bil	Mil	Thou
<b>LIABILITIES</b>					
13.	Deposits:				
a.	In domestic offices (sum of totals of columns A and C from Schedule RC-E)	2200			13.a.
	(1) Noninterest-bearing(1)	6631			13.a.(1)
	(2) Interest-bearing	6636			13.a.(2)
b.	Not applicable				
14.	Federal funds purchased and securities sold under agreements to repurchase:				
a.	Federal funds purchased(2)	B993			14.a.
b.	Securities sold under agreements to repurchase(3)	B995			14.b.
15.	Trading liabilities (from Schedule RC-D)	3548			15.
16.	Other borrowed money (includes mortgage indebtedness and obligations under capitalized leases) (from Schedule RC-M)	3190			16.
17. and 18.	Not applicable				
19.	Subordinated notes and debentures(4)	3200			19.
20.	Other liabilities (from Schedule RC-G)	2930		1	950 20.
21.	Total liabilities (sum of items 13 through 20)	2948		1	950 21.
22.	<b>Not applicable</b>				
<b>EQUITY CAPITAL</b>					
<b>Bank Equity Capital</b>					
23.	Perpetual preferred stock and related surplus	3838			23.
24.	Common stock	3230			24.
25.	Surplus (excludes all surplus related to preferred stock)	3839			25.
26.	a. Retained earnings	3632			26.a.
	b. Accumulated other comprehensive income(5)	B530			26.b.
	c. Other equity capital components(6)	A130			26.c.
27.	a. <b>Total bank equity capital (sum of items 23 through 26.c)</b>	3210		3	975 27.a.
	b. <b>Noncontrolling (minority) interests in consolidated subsidiaries</b>	3000			27.b.
28.	<b>Total equity capital (sum of items 27.a and 27.b)</b>	G105		3	975 28.
29.	<b>Total liabilities and equity capital (sum of items 21 and 28)</b>	3300		5	925 29.

Memoranda

**To be reported with the March Report of Condition.**

	RCON	Number
1. Indicate in the box at the right the number of the statement below that best describes the most comprehensive level of auditing work performed for the bank by independent external auditors as of any date during 2009		M.1.

- |  |   |
|--|---|
| <p>1 = Independent audit of the bank conducted in accordance with generally accepted auditing standards by a certified public accounting firm which submits a report on the bank</p> <p>2 = Independent audit of the bank's parent holding company conducted in accordance with generally accepted auditing standards by a certified public accounting firm which submits a report on the consolidated holding company (but not on the bank separately)</p> <p>3 = Attestation on bank management's assertion on the effectiveness of the bank's internal control over financial reporting by a certified public accounting firm</p> | <p>4 = Directors' examination of the bank conducted in accordance with generally accepted auditing standards by a certified public accounting firm (may be required by state chartering authority)</p> <p>5 = Directors' examination of the bank performed by other external auditors (may be required by state chartering authority)</p> <p>6 = Review of the bank's financial statements by external auditors</p> <p>7 = Compilation of the bank's financial statements by external auditors</p> <p>8 = Other audit procedures (excluding tax preparation work)</p> <p>9 = No external audit work</p> |
|--|---|

**To be reported with the March Report of Condition.**

	RCON	MM	DD
<b>2. Bank's fiscal year-end date</b>	8678		M.2.

- (1) Includes total demand deposits and noninterest-bearing time and savings deposits.
- (2) Report overnight Federal Home Loan Bank advances in Schedule RC, item 16, "Other borrowed money."
- (3) Includes all securities repurchase agreements, regardless of maturity.
- (4) Includes limited-life preferred stock and related surplus.
- (5) Includes net unrealized holding gains (losses) on available-for-sale securities, accumulated net gains (losses) on cash flow hedges, and minimum pension liability adjustments.
- (6) Includes treasury stock and unearned Employee Stock Ownership Plan shares.

EXHIBIT B

**GUARANTEE AND KEEP WELL AGREEMENT**

This Guarantee and Keep Well Agreement (the "Agreement") dated as of July 12, 2002 is entered into by and among Law Debenture Guarantee Limited (the "Guarantor"), LDC Trust Management Limited (the "Parent"), and Law Debenture Trust Company of New York (the "Trust Company").

WHEREAS, the Guarantor and the Trust Company are wholly-owned subsidiaries of the Parent;

WHEREAS, in order to enable the Trust Company to conduct its corporate trust business and meet qualification requirements of documents pertaining to its acceptance of trust appointments, the Trust Company requires combined capital and surplus of U.S. \$50,000,000; and

WHEREAS, the Parent and the Guarantor have determined that the execution and delivery by them of this Agreement is necessary in order for the Trust Company to conduct, promote and attain corporate trust business in the United States.

Now, THEREFORE, in consideration of the premises herein and intending to be legally bound by this Agreement, each of the Guarantor, the Trust Company and the Parent hereby agree as follows:

1. Stock Ownership.

During the term of this Agreement, the Parent will own, indirectly or directly, all of the capital stock of the Trust Company and the Guarantor, provided, however, that, upon sixty (60) days' prior written notice to and the consent of the Trust Company (which consent shall not be unreasonably withheld), the Guarantor may sell, transfer or otherwise assign any such capital stock (or any interest therein) that it now owns or may hereafter acquire.

2. Covenants of the Parent.

It is understood and agreed by all parties hereto that the obligations under Section 3(a) are solely those of the Guarantor and no recourse can be had in connection therewith against the Parent.

(a) The Parent agrees that during the term of this Agreement, it shall not, without the prior written consent of the Trust Company and the Guarantor, unless it has already contributed the Maximum Aggregate Capitalization Amount (as defined below), cause the Guarantor to consolidate with or merge into any other corporation, or liquidate, wind up or dissolve the Guarantor (or otherwise cause the Guarantor to suffer any liquidation, winding up or dissolution), or sell, transfer, lease or otherwise dispose of all or substantially all of its assets, whether now owned or

Hereafter acquired, to any person, except (i) the merger or consolidation of the Guarantor and any person, provided, that the surviving corporation is the Guarantor, and (ii) sales, transfers, leases and other dispositions of assets in the ordinary course of the Guarantor's business, provided, that such sale, transfer, lease or other disposition of assets does not materially adversely affect the Guarantor's ability to perform its obligations hereunder.

(b) If, during the term of this Agreement, the Guarantor is unable or refuses to perform its obligations under section 3(a) of this Agreement, the Parent may, at its option or at the request of the Trust Company, cause such obligations to be performed. During the

term of this Agreement, the Parent agrees to monitor the financial condition and management of the Guarantor and the Trust Company.

3. The Guarantee

(a) The Guarantor hereby guarantees a combined capital and surplus to the Trust Company in the amount of U.S. \$50 Million; provided, however, that the maximum amount of capitalization shall not at any time exceed U.S. \$50,000,000 in the aggregate (the "Maximum Aggregate Capitalization Amount"). Under no circumstances shall the Guarantor be required to pay or contribute any amounts in excess of the Maximum Aggregate Capitalization Amount hereunder.

(b) If, during the term of this Agreement, the Trust Company is unable to make timely payment of any debt, liability or other obligation as the same shall become due (the "Guaranteed Obligations"), the Trust Company shall request from the Guarantor, and the Guarantor promptly shall provide the Trust Company, pursuant to its obligations under (a) above, such funds (in the form of cash or liquid assets in an amount sufficient to permit the Trust Company to make timely payment in respect of such debt, liability or other obligation) as equity, provided, however, that such Guaranteed Obligations shall not in the aggregate exceed the Maximum Aggregate Capitalization Amount. Any request for payment pursuant to this section shall specifically identify the debt, liability or other obligation in respect of which the Trust Company is unable to make timely payment and with respect to which the Trust Company seeks funds not to exceed the Maximum Aggregate Capitalization Amount. Each of the Trust Company and the Guarantor hereby acknowledges the any funds provided by the Guarantor pursuant thereto shall be used solely to make payment with respect to such identified Guaranteed Obligation and not for any other purposes. Notwithstanding any termination of this Agreement as provided hereunder or otherwise, this Agreement shall continue in effect or be reinstated with respect to the payment of a debt, liability or an obligation which is rescinded or must otherwise be returned upon the insolvency, bankruptcy, reorganization, dissolution or liquidation of the

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Trust Company, all as though such payment had not been made, provided, however, that such Guaranteed Obligations shall not in the aggregate exceed the Maximum Aggregate Capitalization Amount.

(c) Any payments made hereunder by the Guarantor to the Trust Company within 30 days after the end of a quarterly period shall be deemed to have been made as of the end of such period.

(d) This Agreement may be amended from time to time by mutual written consent of duly authorized officers of each of the Guarantor, the Parent and the Trust Company.

(e) This Agreement may be terminated only upon written notification to the Trust Company by the Guarantor and the Parent, and in no event shall termination occur earlier than ninety days following such written notification. Unless so terminated, this Agreement shall remain in effect for the duration of the Trust Company's conducting of trust business in the United States.

(f) The Guarantor hereby waives any failure or delay on the part of the Trust Company in asserting or enforcing any of its rights or in making any claims or demands hereunder. The Trust Company may at any time, without the Guarantor's consent, without notice to the Guarantor and without affecting or impairing the Trust Company's rights, or impairing the Guarantor's obligations hereunder, do any of the following with respect to any obligation: (a) grant renewals and extensions of time, for payment or otherwise, (b) accept new or additional documents, instruments or agreements relating to or in substitution of said obligation, or (c) otherwise handle the enforcement of its respective rights and remedies in accordance with its business judgment.

(g) Nothing in this Agreement, express or implied, shall give to any person, other than the parties hereto and their successors and assigns hereunder, any benefit or any legal or equitable right, remedy or claim under this Agreement.

(h) The covenants herein set forth shall be mutually binding upon, and ??? to the mutual benefit of the Guarantor and its successors and assignees, the Trust Company and its respective successors and assignees, and to the Parent and its respective successors and assignees.

(i) The obligations of the Guarantor under this Agreement are absolute and unconditional and shall remain in full force and effect without regard to, and shall not be released, suspended, discharged, terminated or otherwise affected by, any circumstance or occurrence whatsoever, including, without limitation:

(i) any lack of validity or enforceability of this Agreement or any other document or instrument relating hereto;

(ii) any extension or renewal for one or more periods (whether or not longer than the original period) or change in the time, manner, or place or payment of, or in any other term of, all or any of the Guaranteed Obligations;

(iii) any change in the ownership of capital stock of the Trust Company or any change in the identity or structure of the Trust Company, whether by consolidation, merger or otherwise;

(iv) any release or amendment or waiver of or consent to departure from the terms of this Agreement; or

(v) any other circumstance which might otherwise constitute a defense available to, or a discharge of, the Guarantor in respect of the Guaranteed Obligations in respect of this Agreement.

4. Representations and Warranties

(a) The Guarantor hereby represents that:



(i) the Guarantor is a corporation duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation; and

(ii) the Guarantor has the requisite power and authority to execute, deliver, and perform its obligations under this Agreement, and has taken all necessary action to authorize the execution, delivery and performance by it of this Agreement.

(b) The Parent hereby represents that the Parent owns directly or indirectly 100% of the issued and outstanding voting common stock of the Trust Company and the Guarantor.

5. Governing Law and Submission to Jurisdiction

(a) Governing Law - This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of law.

(b) The Parent and the Guarantor hereby irrevocably consent to and hereby submit themselves to the jurisdiction of the United States

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District Court of the Southern District of New York (the "New York Court") solely in connection with any proceeding relating hereto.

(c) The Parent and the Guarantor hereby severally represent and warrant each in respect of itself alone that it has no right to immunity from the service of process or jurisdiction or any judicial proceedings of any competent court located pursuant to section (b) above or from execution of any judgment in the United States or from the execution or enforcement therein of any arbitration decision in respect of any suit, action, proceeding or any other matter solely arising out of or relating to its obligations under this Agreement or the transactions contemplated hereby, and to the extent that the Parent or the Guarantor is or becomes entitled to any such immunity with respect to the service of process or jurisdiction or any judicial proceedings of any competent court located pursuant to section (b) above, and to the extent permitted by law, it does hereby and will inevitably and unconditionally agree not to plead or claim any such immunity solely with respect to its obligations hereunder or any other matter under or arising out of or in connection with this Agreement or the transactions contemplated hereby.

IN WITNESS WHEREOF, each of the Guarantor, the Trust Company and the Parent have caused this Agreement to be executed by their respective duly authorized officers as of this 12 day of July 2002.

LAW DEBENTURE GUARANTEE LIMITED

By: /s/ Caroline J Banszky  
Name: Caroline J Banszky  
Title: Director

LDC TRUST MANAGEMENT LIMITED

By: /s/ Julian Mason-Jebb  
Name: Julian Mason-Jebb  
Title: Director

LAW DEBENTURE TRUST COMPANY OF NEW YORK

By: /s/ Nancy Jo Kuenstner  
Name: Nancy Jo Kuenstner  
Title: President

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## Letter of Transmittal

### Offer to Exchange

7.625% Senior Notes due 2018, which have been registered under the Securities Act of 1933, as amended, for any and all outstanding 7.625% Senior Notes due 2018 144A Notes (CUSIP 629377 BL5 and ISIN US629377BL54) Regulation S Notes (CUSIP U66962 AF5 and ISIN USU66962AF52)

of

## NRG ENERGY, INC.

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THE EXCHANGE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 11:59 P.M., NEW YORK CITY TIME, ON , 2011 (THE "EXPIRATION DATE"), UNLESS EXTENDED BY NRG ENERGY, INC. IN ITS SOLE DISCRETION.

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The Exchange Agent for the Exchange Offer is:

### LAW DEBENTURE TRUST COMPANY OF NEW YORK, EXCHANGE AGENT

*By registered or certified mail, overnight delivery:*

Law Debenture Trust Company of New York  
400 Madison Avenue, 4th Floor  
New York, NY 10017  
Attention: Corporate Trust Department

*For Information or to Confirm Call:*  
(646) 750-6474

*For facsimile transmission  
(for eligible institutions only):*  
(212) 750-1361

Delivery of this Letter of Transmittal to an address other than as set forth above or transmission of this Letter of Transmittal via a facsimile transmission will not constitute a valid delivery.

**PLEASE READ THE ENTIRE LETTER OF TRANSMITTAL, INCLUDING THE INSTRUCTIONS TO THIS LETTER, CAREFULLY BEFORE CHECKING ANY BOX BELOW**

Capitalized terms used in this Letter of Transmittal and not defined herein shall have the respective meanings ascribed to them in the Prospectus.

List in Box 1 below the Old Notes of which you are the holder. If the space provided in Box 1 is inadequate, list the principal amount at maturity of Old Notes on a separate signed schedule and affix that schedule to this Letter of Transmittal.

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**BOX 1**

**DESCRIPTION OF OLD NOTES**

*Old Notes:*

Name(s) And Address(es) of Registered Holder(s) (Please Fill In)	Certificate Number(s)*	Aggregate Principal Amount Represented**	Principal Amount Tendered**
<b>Total principal amount of Old Notes</b>			

- \* Need not be completed by holders delivering by book-entry transfer (see below).
- \*\* Old Notes may be tendered in whole or in part in minimum denominations of U.S. \$2,000 and integral multiples of U.S. \$1,000 in excess thereof. All Old Notes held shall be deemed tendered unless a lesser number is specified in this column. See Instruction 4.

Check here if tendered Old Notes are being delivered by book-entry transfer made to the account maintained by the Exchange Agent with the DTC and complete the following:

Name of Tendering Institution: \_\_\_\_\_

Account Number with DTC: \_\_\_\_\_

Transaction Code Number: \_\_\_\_\_

By crediting the Old Notes to the Exchange Agent's Account at the Book-Entry Transfer Facility in accordance with the Book-Entry Transfer Facility's Automated Tender Offer Program ("ATOP") and by complying with applicable ATOP procedures with respect to the Exchange Offer, including transmitting an agent's message to the Exchange Agent in which the holder of the Old Notes acknowledges receipt of this Letter of Transmittal and agrees to be bound by the terms of this Letter of Transmittal, the participant in the Book-Entry Transfer Facility confirms on behalf of itself and the beneficial owners of such Old Notes all provisions of this Letter of Transmittal applicable to it and such beneficial owners as fully as if it had completed the information required herein and executed and transmitted this Letter of Transmittal to the Exchange Agent.

The undersigned acknowledges receipt of (i) the Prospectus, dated \_\_\_\_\_, 2011 (the "Prospectus"), of NRG Energy, Inc. (the "Issuer") and the subsidiaries of the Issuer named as additional registrants in the registration statement in which the Prospectus is included (together, the "Guarantors") and (ii) this Letter of Transmittal, which may be amended from time to time (as amended, this "Letter"), which together constitute the offer of the Issuer and the Guarantors (the "Exchange Offer") to exchange up to \$1,200,000,000 aggregate principal amount of 7.625% Senior Notes due 2018 (together with the guarantees thereof, the "Exchange Notes") that have been registered under the Securities Act of 1933, as amended (the "Securities Act"), for a like principal amount of the Issuer's outstanding 7.625% Senior Notes due 2018 (together with the guarantees thereof, the "Old Notes"). The Old Notes were issued and sold in transactions exempt from registration under the Securities Act.

The undersigned has completed, executed and delivered this Letter to indicate the action he or she desires to take with respect to the Exchange Offer.

A beneficial owner whose Old Notes are held by a broker, dealer, commercial bank, trust company or other nominee and who desires to tender such Old Notes in this Exchange Offer need not complete this Letter and must contact its nominee and instruct the nominee to tender its Old Notes on its behalf.

A participant through The Depository Trust Company ("DTC") who wishes to participate in the Exchange Offer must either (1) complete, sign, and mail or transmit this Letter to the Law Debenture Trust Company of New York (the "Exchange Agent") or (2) electronically submit its acceptance through DTC's ATOP system, in either case, prior to the Expiration Date.

**This Letter need not be completed by a DTC participant tendering through ATOP. A transmission of an acceptance to DTC through ATOP shall constitute your agreement to be bound by this letter of transmittal and your acceptance that we may enforce such agreement against you.**

**By crediting the Old Notes to the Exchange Agent's Account at the DTC in accordance with the ATOP and by complying with applicable ATOP procedures with respect to the Exchange Offer, including transmitting an agent's message to the Exchange Agent in which the holder of the Old Notes acknowledges receipt of this Letter and agrees to be bound by the terms of this Letter, the DTC Participant confirms on behalf of itself and the beneficial owners of such Old Notes all provisions of this Letter applicable to it and such beneficial owners as fully as if it had completed the information required herein and executed and transmitted this Letter to the Exchange Agent.**

**Such holders who wish to tender through DTC's ATOP procedures should allow sufficient time for completion of the ATOP procedures during the normal business hours of DTC on or before the Expiration Date.**

Tenders of Old Notes may be withdrawn at any time prior to the Expiration Date. For a withdrawal of Old Notes to be effective, the Exchange Agent must receive a written or facsimile transmission containing a notice of withdrawal prior to the Expiration Date, by a properly transmitted "Request Message" through ATOP.

Beneficial owners of Old Notes who are not direct participants in DTC must contact their broker, bank or other nominee or custodian to arrange for their direct participant in DTC or to submit an instruction to DTC on their behalf in accordance with its requirements. The beneficial owners of Old Notes that are held in the name of a broker, bank or other nominee or custodian should contact such entity sufficiently in advance of the Expiration Date if they wish to tender their Old Notes and ensure that the Old Notes in DTC are blocked in accordance with the requirements and deadlines of DTC. Such beneficial owners of the Old Notes should not submit such instructions directly to DTC, us or the Exchange Agent.

The Instructions included with this Letter must be followed in their entirety. Questions and requests for assistance or for additional copies of the Prospectus or this Letter may be directed to the Exchange Agent, at the address listed above.

**Ladies and Gentlemen:**

Upon the terms and subject to the conditions of the Exchange Offer, the undersigned tenders to the Issuer and the Guarantors the principal amount of Old Notes indicated above. Subject to, and effective upon, the acceptance for exchange of the Old Notes tendered with this Letter, the undersigned exchanges, assigns and transfers to, or upon the order of, the Issuer and the Guarantors, all right, title and interest in and to the Old Notes tendered.

The undersigned constitutes and appoints the Exchange Agent as his or her agent and attorney-in-fact (with full knowledge that the Exchange Agent also acts as the agent of the Issuer and the Guarantors) with respect to the tendered Old Notes, with full power of substitution, to: (a) deliver Old Notes and all accompanying evidence of transfer and authenticity to or upon the order of the Issuer upon receipt by the Exchange Agent, as the undersigned's agent, of the Exchange Notes to which the undersigned is entitled upon the acceptance by the Issuer and the Guarantors of the Old Notes tendered under the Exchange Offer and (b) receive all benefits and otherwise exercise all rights of beneficial ownership of the Old Notes, all in accordance with the terms of the Exchange Offer. The power of attorney granted in this paragraph shall be deemed irrevocable and coupled with an interest.

The undersigned hereby represents and warrants that he or she has full power and authority to tender, exchange, assign and transfer the Old Notes tendered hereby and to acquire Exchange Notes issuable upon exchange of the tendered Old Notes, and that, when the tendered Old Notes are accepted for exchange, the Issuer and the Guarantors will acquire good and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claims. The undersigned will, upon request, execute and deliver any additional documents deemed by the Issuer to be necessary or desirable to complete the exchange, assignment and transfer of the Old Notes tendered.

The undersigned agrees that acceptance of any tendered Old Notes by the Issuer and the Guarantors and the issuance of Exchange Notes in exchange therefore shall constitute performance in full by the Issuer and Guarantors of their respective obligations under the registration rights agreement that the Issuer and Guarantors entered into with the initial purchasers of the Old Notes (the "Registration Rights Agreement") and that, upon the issuance of the Exchange Notes, the Issuer and Guarantors will have no further obligations or liabilities under the Registration Rights Agreement (except in certain limited circumstances). By tendering Old Notes, the undersigned represents and certifies for the benefit of the Issuer that:

- the undersigned or any other person acquiring the Exchange Notes in exchange for Old Notes held for the account of the undersigned in the exchange offer, is acquiring such Exchange Notes in the ordinary course of business;
- neither the undersigned nor any other person acquiring Exchange Notes in exchange for Old Notes held for the account of the undersigned in the exchange offer is engaging in or intends to engage in (or has any arrangement or understanding with any person to participate in) a distribution of the Exchange Notes within the meaning of the federal securities laws;
- neither the undersigned nor any other person acquiring Exchange Notes in exchange for Old Notes held for the account of the undersigned is an "affiliate," as defined under Rule 405 of the Securities Act, of the Issuer;
- neither the undersigned nor any other person acquiring Exchange Notes in exchange for Old Notes held for the account of the undersigned in the exchange offer is a broker-dealer tendering Old Notes directly acquired from the Issuer for its own account; and
- the undersigned is not acting on behalf of any person or entity that could not truthfully make the foregoing representations.

The undersigned represents, certifies and acknowledges, for the benefit of the Issuer, that, if it is a broker-dealer that will receive Exchange Notes for its own account in exchange for Old Notes, it: (1) represents that the Old Notes to be exchanged for Exchange Notes were acquired by it as a result of market-making or other trading activities, (2) represents that it has not entered into any arrangement or understanding with the issuer or an affiliate of the issuer to distribute the Exchange Notes and (3) acknowledges that it will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of such Exchange Notes; however, by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

Any holder who tenders in the exchange offer with the intention of participating in any manner in a distribution of the Exchange Notes, who is an affiliate of our or who is a broker or dealer who acquired Old Notes directly from the Issuer cannot rely on the position of the staff of the SEC set forth in "Exxon Capital Holdings Corporation" or similar interpretive letters; and must comply with the registration and prospectus delivery requirements of the Securities Act in connection with a secondary resale transaction.

The undersigned understands that the Issuer and the Guarantors may accept the undersigned's tender by delivering oral (promptly confirmed in writing) or written notice of acceptance to the Exchange Agent following expiration of the Exchange Offer, at which time the undersigned's right to withdraw such tender will terminate.

All authority conferred or agreed to be conferred by this Letter shall survive the death or incapacity of the undersigned, and every obligation of the undersigned under this Letter shall be binding upon the undersigned's heirs, legal representatives, successors, assigns, executors and administrators of the undersigned. Tenders may be withdrawn only in accordance with the procedures set forth in the Instructions included with this Letter.

Unless otherwise indicated under "Special Delivery Instructions" below, the Exchange Agent will deliver Exchange Notes (and, if applicable, any Old Notes not tendered) to the undersigned's account indicated below by book-entry transfer.

**Broker-Dealer Status**

- Check here if you are a broker-dealer that acquired your tendered notes for your own account as a result of market-making or other trading activities and wish to receive 10 additional copies of the Prospectus and any amendments or supplements thereto.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**Note: signatures must be provided below**

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**BOX 2**

**PLEASE SIGN HERE**

This Letter of Transmittal must be signed by the registered holder(s) of Old Notes exactly as their name(s) appear(s) on certificate(s) for Old Notes, if any, or on a security position listing, or by person(s) authorized to become registered holder(s) by endorsements and documents transmitted with this Letter of Transmittal. If the signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer or other person acting in a fiduciary or representative capacity, such person must set forth his or her full title below under "Capacity" and submit evidence satisfactory to the Exchange Agent of such person's authority to so act. See Instruction 3 below.

If the signature appearing below is not of the registered holder(s) of the Old Notes, then the registered holder(s) must sign a valid power of attorney.

X \_\_\_\_\_

X \_\_\_\_\_

Signature(s) of Holder(s) or Authorized Signatory

Dated \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

Address \_\_\_\_\_

Including Zip Code

Area Code and Telephone No. \_\_\_\_\_

**Please Complete Substitute Form W-9 Herein**

SIGNATURE GUARANTEE (If required—see Instruction 3)

Certain Signatures Must be Guaranteed by a Signature Guarantor

\_\_\_\_\_  
(Name of Signature Guarantor Guaranteeing Signatures)

\_\_\_\_\_  
(Address (including zip code) and Telephone Number (including area code) of Firm)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name)

Dated \_\_\_\_\_ (Title)







**INSTRUCTIONS  
FORMING PART OF THE TERMS AND  
CONDITIONS OF THE EXCHANGE OFFER**

1. **Delivery of this Letter.** This Letter is to be completed by holders of Old Notes if certificates representing such Old Notes are to be forwarded herewith, or, unless an agent's message is utilized, if delivery of such certificates is to be made by book-entry transfer to the account maintained by DTC, pursuant to the procedures set forth in the Prospectus under "Exchange Offer—Procedures for Tendering." For a holder to properly tender Old Notes pursuant to the Exchange Offer, a properly completed and duly executed Letter (or a manually signed facsimile thereof), together with any signature guarantees and any other documents required by these Instructions, or a properly transmitted agent's message in the case of a book entry transfer, must be received by the Exchange Agent at its address set forth herein prior to 11:59 p.m., New York City time on the expiration date, and either (1) certificates representing such Old Notes must be received by the Exchange Agent at its address, or (2) such Old Notes must be transferred pursuant to the procedures for book-entry transfer described in the Prospectus under "Exchange Offer—Procedures for Tendering" and a book-entry confirmation must be received by the Exchange Agent prior to 11:59 p.m., New York City time on the expiration date.

The method of delivery of this Letter of Transmittal, the Old Notes and all other required documents to the Exchange Agent is at the election and sole risk of the holder. Instead of delivery by mail, holders should use an overnight or hand delivery service. In all cases, holders should allow for sufficient time to ensure delivery to the Exchange Agent prior to the expiration of the exchange offer. Holders may request their broker, dealer, commercial bank, trust company or nominee to effect these transactions for such holder. The delivery will be deemed made when actually received by the Exchange Agent. If delivery is by mail, the use of registered mail with return receipt requested, properly insured, is suggested.

All questions as to the validity, form, eligibility (including time of receipt), acceptance and withdrawal of tendered Old Notes will be determined by the Issuer, whose determination will be final and binding. The Issuer reserves the absolute right to reject any or all tenders that are not in proper form or the acceptances for exchange of which may, in the opinion of counsel to the Issuer, be unlawful. The Issuer also reserves the right to waive any of the conditions of the Exchange Offer or any defects or irregularities in tenders of any particular holder of Old Notes whether or not similar defects or irregularities are waived in the cases of other holders of Old Notes. All tendering holders, by execution of this Letter, waive any right to receive notice of acceptance of their Old Notes.

None of the Issuer, the Guarantors, the Exchange Agent or any other person shall be obligated to give notice of defects or irregularities in any tender, nor shall any of them incur any liability for failure to give any such notice.

2. **Partial Tenders; Withdrawals.** If less than the entire principal amount of any Old Note evidenced by a Book-Entry Confirmation is tendered, the tendering holder must fill in the principal amount tendered in the fourth column of Box 1 above. All of the Old Notes represented by a Book-Entry Confirmation delivered to the Exchange Agent will be deemed to have been tendered unless otherwise indicated.

If not yet accepted, a tender pursuant to the Exchange Offer may be withdrawn at any time prior to 11:59 p.m., New York City time, on the Expiration Date. To be effective with respect to the tender of Old Notes, a written or facsimile transmission notice of withdrawal must: (i) be received by the Exchange Agent at its address set forth above before 11:59 p.m., New York City time, on the Expiration Date; (ii) specify the person named in the applicable letter of transmittal as having tendered Old Notes to be withdrawn; (iii) specify the principal amount of Old Notes to be withdrawn, which must be an authorized denomination; (iv) state that the holder is withdrawing its election to have those Old Notes exchanged; (v) state the name of the registered holder of those Old Notes; and (vi) be signed by the holder in the same manner as the signature on the applicable letter of transmittal, including any required signature guarantees, or be accompanied by evidence satisfactory to the Issuer that the person withdrawing the tender has succeeded to the beneficial ownership of the Old Notes being withdrawn.

3. **Signatures on this Letter; Assignments; Guarantee of Signatures.** If this Letter is signed by the holder(s) of Old Notes tendered hereby, the signature must correspond with the name(s) of the holder(s) of the Old Notes.

If any of the Old Notes tendered hereby are owned by two or more joint owners, all owners must sign this Letter.

If this Letter is signed by the holder of record and (i) the entire principal amount of the holder's Old Notes are tendered; and/or (ii) untendered Old Notes, if any, are to be issued to the holder of record, then the holder of record need not endorse any certificates for tendered Old Notes, if any, nor provide a separate bond power. In any other case, the holder of record must transmit a separate bond power with this Letter.

If this Letter or any assignment is signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing and proper evidence satisfactory to the Issuer of its authority to so act must be submitted, unless waived by the Issuer.

Signatures on this Letter must be guaranteed by an Eligible Institution, unless Old Notes are tendered: (i) by a holder who has not completed the Box entitled "Special Issuance Instructions" or "Special Delivery Instructions" on this Letter; or (ii) for the account of an Eligible Institution. In the event that the signatures in this Letter or a notice of withdrawal, as the case may be, are required to be guaranteed, such guarantees must be by an Eligible Institution which is a member of The Securities Transfer Agents Medallion Program (STAMP), The New York Stock Exchange's Medallion Signature Program (MSP) or The Stock Exchanges Medallion Program (SEMP). If Old Notes are registered in the name of a person other than the signer of this Letter, the Old Notes surrendered for exchange must be endorsed by, or be accompanied by, a written instrument or instruments of transfer or exchange, in satisfactory form as determined by the Issuer, in its sole discretion, duly executed by the registered holder with the signature thereon guaranteed by an Eligible Institution.

**4. Special Issuance and Delivery Instructions.** Tendering holders should indicate, in Box 3 or 4, as applicable, the name and account to which the Exchange Notes or Old Notes not exchanged are to be issued, if different from the name and account of the person signing this Letter. In the case of issuance in a different name, the tax identification number of the person named must also be indicated. Holders tendering Old Notes by book-entry transfer may request that Old Notes not exchanged be credited to such account maintained at the Book-Entry Transfer Facility as such holder may designate.

**5. Taxpayer Identification Number and Substitute Form W-9.** Each tendering holder is required to provide the Exchange Agent with its correct taxpayer identification number, which, in the case of a holder who is an individual, is his or her social security number. If the Exchange Agent is not provided with the correct taxpayer identification number, the holder may be subject to backup withholding and a U.S. \$50 penalty imposed by the Internal Revenue Service. If withholding results in an over-payment of taxes, a refund may be obtained. Certain holders (including, among others, all corporations and certain foreign individuals) are not subject to these backup withholding and reporting requirements. See the enclosed "Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9" for additional instructions.

To prevent backup withholding, each holder tendering Old Notes must provide such holder's correct taxpayer identification number by completing the Substitute Form W-9, certifying that the taxpayer identification number provided is correct (or that such holder is awaiting a taxpayer identification number), and that (i) the holder has not been notified by the Internal Revenue Service that such holder is subject to backup withholding as a result of failure to report all interest or dividends or (ii) the Internal Revenue Service has notified the holder that such holder is no longer subject to backup withholding. If the Old Notes are registered in more than one name or are not in the name of the actual owner, consult the "Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9" for information on which tax payer identification number to report.

The Issuer reserves the right in its sole discretion to take whatever steps are necessary to comply with its obligation regarding backup withholding.

**6. Transfer Taxes.** The Issuer and/or the Guarantors will pay all transfer taxes, if any, applicable to the transfer of Old Notes to them or their order pursuant to the Exchange Offer. If, however, the Exchange Notes or Old Notes not exchanged are to be delivered to, or are to be issued in the name of, any person other than the record holder, or if a transfer tax is imposed for any reason other than the transfer of Old Notes to the Issuer and the Guarantors or their order pursuant to the Exchange Offer, then the amount of such transfer taxes (whether imposed on the record holder or any other person) will be payable by the tendering holder. If satisfactory evidence of payment of taxes or exemption from taxes is not submitted with this Letter, the amount of transfer taxes will be billed directly to the tendering holder.

Except as provided in this Instruction 6, it will not be necessary for transfer tax stamps to be affixed to the certificates, if any, listed in this Letter.

7. **Waiver of Conditions.** The Issuer reserves the absolute right to amend or waive any of the specified conditions in the Exchange Offer in the case of any Old Notes tendered.

8. **Requests for Assistance or Additional Copies.** Questions relating to the procedure for tendering, as well as requests for additional copies of the Prospectus or this Letter, may be directed to the Exchange Agent.

IMPORTANT: This Letter (together with a Book-Entry Confirmation and all other required documents) must be received by the Exchange Agent on or before the Expiration Date of the Exchange Offer (as described in the Prospectus).

QuickLinks

[Broker-Dealer Status](#)

[INSTRUCTIONS FORMING PART OF THE TERMS AND CONDITIONS OF THE EXCHANGE OFFER](#)

## Notice of Guaranteed Delivery

To Tender for Exchange of  
7.625% Senior Notes due 2020, which have been registered under the  
Securities Act of 1933, as amended,  
for any and all outstanding 7.625% Senior Notes due 2018  
144A Notes (CUSIP 629377 BL5 and ISIN US629377BL54)  
Regulation S Notes (CUSIP U66962 AF5 and ISIN USU66962AF52)

of

## NRG Energy, Inc.

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THE EXCHANGE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT  
11:59 P.M., NEW YORK CITY TIME, ON \_\_\_\_\_, 2011 (THE "*EXPIRATION DATE*"),  
UNLESS EXTENDED BY NRG ENERGY, INC., IN ITS SOLE DISCRETION.

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### The Exchange Agent for the Exchange Offer is: Law Debenture Trust Company of New York

*By Registered Mail or Overnight Carrier:*

Law Debenture Trust Company of New York  
400 Madison Avenue, 4th Floor  
New York, New York 10017  
Attention: Corporate Trust Department

*Facsimile Transmission:*

(for eligible institutions only)  
(212) 750-1361

*By Hand Delivery:*

Law Debenture Trust Company of New York  
400 Madison Avenue, 4th Floor  
New York, New York 10017  
Attention: Corporate Trust Department

Confirm by Telephone:  
(212) 750-6474

For any questions regarding this notice of guaranteed delivery or for any additional information, you may contact the exchange agent by telephone at (212) 750-6474.

Delivery of this notice of guaranteed delivery to an address other than as set forth above or transmission of this notice of guaranteed delivery via a facsimile transmission to a number other than as set forth above will not constitute a valid delivery.

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Registered holders of outstanding 7.625% Senior Notes due 2018 (together with the guarantees thereof, the "Outstanding Notes") who wish to tender their Outstanding Notes in exchange for a like principal amount of 7.625% Senior Notes due 2018 (together with the guarantees thereof, the "Exchange Notes") may use this Notice of Guaranteed Delivery or one substantially equivalent hereto to tender Outstanding Notes pursuant to the Exchange Offer (as defined below) if: (1) their Outstanding Notes are not immediately available or (2) they cannot deliver their Outstanding Notes (or a confirmation of book-entry transfer of Outstanding Notes into the account of the Exchange Agent at The Depository Trust Company), the Letter of Transmittal or any other documents required by the Letter of Transmittal to the Exchange Agent prior to the Expiration Date or (3) they cannot complete the procedure for book-entry transfer on a timely basis. This Notice of Guaranteed Delivery may be delivered by hand or sent by facsimile transmission or mail to the Exchange Agent. See "Exchange Offer—Procedures for Tendering" in the prospectus dated \_\_\_\_\_, 2011 (the "Prospectus"), which together with the related Letter of Transmittal constitutes the "Exchange Offer" of NRG Energy, Inc.

*Ladies and Gentlemen:*

The undersigned hereby tenders the principal amount of Outstanding Notes indicated below pursuant to the guaranteed delivery procedures set forth in the Prospectus and the Letter of Transmittal, upon the terms and subject to the conditions contained in the Prospectus and the Letter of Transmittal, receipt of which is hereby acknowledged.

All authority herein conferred or agreed to be conferred by this Notice of Guaranteed Delivery shall survive the death or incapacity of the undersigned and every obligation of the undersigned under this Notice of Guaranteed Delivery shall be binding upon the heirs, personal representatives, executors, administrators, successors, assigns, trustees in bankruptcy and other legal representatives of the undersigned.

The undersigned hereby tenders the Outstanding Notes listed below:

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<b>Certificate Number(s) (If Known) of Outstanding Notes or if Outstanding Notes will be Delivered by Book-Entry Transfer at the Depository Trust Company, Insert Account No.</b>	<b>Aggregate Principal Amount Represented</b>	<b>Aggregate Principal Amount Tendered*</b>

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\* Must be in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof



**PLEASE SIGN AND COMPLETE**

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Signature(s) of Registered Holder(s) or Authorized Signatory:

\_\_\_\_\_

\_\_\_\_\_

Name(s) of Registered Holder(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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Date:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Area Code and Telephone No.:

\_\_\_\_\_

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This notice of guaranteed delivery must be signed by the registered holder(s) exactly as their name(s) appear(s) on certificate(s) for notes or on a security position listing as the owner of notes, or by person(s) authorized to become registered holder(s) by endorsements and documents transmitted with this notice of guaranteed delivery. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer or other person acting in a fiduciary or representative capacity, such person must provide the following information:

Please print name(s) and address(es):

Name(s): \_\_\_\_\_

\_\_\_\_\_

Capacity:

\_\_\_\_\_

Address(es):

\_\_\_\_\_

\_\_\_\_\_

**DO NOT SEND NOTES WITH THIS FORM. NOTES SHOULD BE SENT TO THE EXCHANGE AGENT TOGETHER WITH A PROPERLY COMPLETED AND DULY EXECUTED LETTER OF TRANSMITTAL OR PROPERLY TRANSMITTED AGENT'S MESSAGE.**

**THE GUARANTEE BELOW MUST BE COMPLETED**

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**GUARANTEE**  
**(Not To Be Used for Signature Guarantee)**

The undersigned, an "eligible guarantor institution" within the meaning of Rule 17Ad-15 promulgated under the Securities Exchange Act of 1934, as amended, hereby guarantees that the notes to be tendered hereby are in proper form for transfer (pursuant to the procedures set forth in the prospectus under "Exchange Offer—Guaranteed Delivery Procedures"), and that the exchange agent will receive (a) such notes, or a book-entry confirmation of the transfer of such notes into the exchange agent's account at The Depository Trust Company, and (b) a properly completed and duly executed letter of transmittal (or facsimile thereof) with any required signature guarantees and any other documents required by the letter of transmittal, or a properly transmitted agent's message, within three New York Stock Exchange, Inc. trading days after the date of execution hereof.

The eligible guarantor institution that completes this form must communicate the guarantee to the exchange agent and must deliver the letter of transmittal, or a properly transmitted agent's message, and notes, or a book-entry confirmation in the case of a book-entry transfer, to the exchange agent within the time period described above. Failure to do so could result in a financial loss to such eligible guarantor institution.

Name of Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

(Zip Code)

Area Code and Telephone Number: \_\_\_\_\_

Dated: \_\_\_\_\_

QuickLinks

[Exhibit 99.02](#)

, 2011

**NRG ENERGY, INC.  
Tender for Exchange of**

**7.625% Senior Exchange Notes due 2018  
for Outstanding 7.625% Senior Notes due 2018  
144A Notes (CUSIP 629377 BL5 and ISIN US629377BL54)  
Regulation S Notes (CUSIP U66962 AF5 and ISIN USU66962AF52)**

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**THE EXCHANGE OFFER AND WITHDRAWAL RIGHTS WILL  
EXPIRE AT 11:59 P.M., NEW YORK CITY TIME, ON [•], 2011 (THE  
"EXPIRATION DATE"), UNLESS EXTENDED BY NRG ENERGY, INC.  
IN ITS SOLE DISCRETION**

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To Brokers, Dealers, DTC Participants, Commercial Banks, Trust Companies and Other Nominees:

Enclosed for your consideration is a prospectus, dated \_\_\_\_\_, 2011, of NRG Energy, Inc., a Delaware corporation (the "Issuer"), and a related letter of transmittal, that together constitute the Issuer's offer to exchange up to \$1,200,000,000 of 7.625% Senior Exchange Notes due 2018 (together with the guarantees thereof, the "Exchange Notes"), which have been registered under the Securities Act of 1933, as amended (the "Securities Act"), of the Issuer, for a like aggregate principal amount of 7.625% Senior Notes due 2018 (together with the guarantees thereof, the "Outstanding Notes") of the Issuer.

We are asking you to contact your clients for whom you hold Outstanding Notes registered in your name or in the name of your nominee. In addition, we ask you to contact your clients who, to your knowledge, hold Outstanding Notes registered in their own names.

Enclosed herewith are copies of the following documents for forwarding to your clients:

1. The prospectus dated \_\_\_\_\_, 2011;
  2. A letter of transmittal for your use and for the information of your clients, together with Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 providing information relating to backup U.S. federal income tax withholding;
  3. A form of notice of guaranteed delivery to be used to accept the exchange offer if certificates and all other required documents are not immediately available or if time will not permit all required documents to reach the exchange agent on or prior to the expiration date or if the procedure for book-entry transfer (including a properly transmitted agent's message) cannot be completed on a timely basis; and
  4. Instructions to a registered holder from the beneficial owner for obtaining your clients' instructions with regard to the exchange offer.
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**WE URGE YOU TO CONTACT YOUR CLIENTS AS PROMPTLY AS POSSIBLE IN ORDER TO OBTAIN THEIR INSTRUCTIONS.**

NRG Energy, Inc. will not pay any fees or commissions to any broker, dealer or other person (other than the exchange agent as described in the prospectus) in connection with the solicitation of tenders of outstanding notes pursuant to the exchange offer.

Please refer to "Exchange Offer—Procedures for Tendering" in the prospectus for a description of the procedures which must be followed to tender notes in the exchange offer.

Any inquiries you may have with respect to the exchange offer may be directed to the exchange agent at 212-750-6474 or at the address set forth on the cover of the letter of transmittal. Additional copies of the enclosed material may be obtained from the exchange agent.

Very truly yours,

NRG Energy, Inc.

**NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL CONSTITUTE YOU OR ANY OTHER PERSON, THE AGENT OF THE COMPANY OR THE EXCHANGE AGENT, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENT ON BEHALF OF ANY OF THEM IN CONNECTION WITH THE EXCHANGE OFFER OTHER THAN THE DOCUMENTS ENCLOSED HERewith AND THE STATEMENTS CONTAINED THEREIN.**

QuickLinks

[Exhibit 99.03](#)

[.2011](#)  
[NRG ENERGY, INC. Tender for Exchange of](#)  
[7.625% Senior Exchange Notes due 2018 for Outstanding 7.625% Senior Notes due 2018 144A Notes \(CUSIP 629377 BL5 and ISIN US629377BL54\)](#)  
[Regulation S Notes \(CUSIP U66962 AF5 and ISIN USU66962AF52\)](#)

**Instructions To Registered Holder And/Or  
Book-Entry Transfer Facility Participant  
From Beneficial Owner  
of  
NRG Energy, Inc.**

**7.625% Senior Notes due 2018  
144A Notes (CUSIP 629377 BL5 and ISIN US629377BL54)  
Regulation S Notes (CUSIP U66962 AF5 and ISIN USU66962AF52)**

*To Registered Holders and/or Participant of the Book-Entry Transfer Facility:*

The undersigned hereby acknowledges receipt of the prospectus, dated \_\_\_\_\_, 2011, of NRG Energy, Inc. and accompanying letter of transmittal, that together constitute NRG Energy, Inc.'s offer to exchange up to \$1,200,000,000 aggregate principal amount of 7.625% Senior Notes due 2018 (together with the guarantees thereof, the "Exchange Notes"), which have been registered under the Securities Act of 1933, as amended, of Radio One, Inc., for a like aggregate principal amount of 7.625% Senior Notes due 2018 (together with the guarantees thereof, the "Outstanding Notes") of NRG Energy, Inc.

This will instruct you, the registered holder and/or book-entry transfer facility participant, as to the action to be taken by you relating to the exchange offer with respect to the Outstanding Notes held by you for the account of the undersigned.

The aggregate face amount of the Outstanding Notes held by you for the account of the undersigned is:

U.S. \$ \_\_\_\_\_ of Outstanding Notes

With respect to the exchange offer, the undersigned hereby instructs you **(check appropriate box)**:

- TO TENDER ALL of the Outstanding Notes held by you for the account of the undersigned.
- TO TENDER the following Outstanding Notes held by you for the account of the undersigned  
**(insert principal amount of outstanding notes to be tendered (if any)):**

U.S. \$ \_\_\_\_\_ of Outstanding Notes

- NOT TO TENDER any Outstanding Notes held by you for the account of the undersigned.

If the undersigned instructs you to tender Outstanding Notes held by you for the account of the undersigned, it is understood that you are authorized to make, on behalf of the undersigned (and the undersigned, by its signature below, hereby makes to you), the representations and warranties contained in the letter of transmittal that are to be made with respect to the undersigned as a beneficial owner, including but not limited to the representations, that (1) the Exchange Notes acquired pursuant to the exchange offer are being acquired in the ordinary course of business of the undersigned, (2) the undersigned is not engaging in and does not intend to engage in a distribution of such Exchange Notes, (3) the undersigned does not have an arrangement or understanding with any person to participate in the distribution of such Exchange Notes, (4) the undersigned is not an "affiliate" of NRG Energy, Inc. within the meaning of Rule 405 under the Securities Act of 1933, as amended, and (5) the undersigned is not acting on behalf of any person who could not truthfully make the foregoing representations. If any Holder or any other person, including the undersigned, is an "affiliate," as defined under Rule 405 of the Securities Act, of us, or is engaged in or intends to engage in or has an arrangement or understanding with any person to participate in a distribution of the notes to be acquired in the Exchange Offer, the Holder or any other person, including the undersigned: (i) may not rely on applicable interpretations of the staff of the SEC; and (ii) must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction. If the undersigned is a broker-dealer that will receive Exchange Notes for its own account in exchange for Outstanding Notes that were acquired as a result of market-making activities or other trading activities, it acknowledges that it will deliver a prospectus meeting the requirements of the

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Securities Act in connection with any resale of such Exchange Notes. By acknowledging that it will deliver and by delivering a prospectus meeting the requirements of the Securities Act in connection with any resale of Exchange Notes, the undersigned is not deemed to admit that it is an "underwriter" within the meaning of the Securities Act. If the undersigned is a person in the United Kingdom, the undersigned represents that its ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business.

The undersigned acknowledges that if an executed copy of this letter of transmittal is returned, the entire principal amount of Outstanding Notes held for the undersigned's account will be tendered unless otherwise specified above.

The undersigned hereby represents and warrants that the undersigned (1) owns such Outstanding Notes tendered and is entitled to tender such Outstanding Notes, and (2) has full power and authority to tender, sell, exchange, assign and transfer such tendered Outstanding Notes and to acquire Exchange Notes issuable upon the exchange of such tendered Outstanding Notes, and that, when the same are accepted for exchange, NRG Energy, Inc. will acquire good and marketable title to the tendered Outstanding Notes, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim or right or restriction of any kind.

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**SIGN HERE**

Name of beneficial owner(s) (please print): \_\_\_\_\_

Signature(s): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Taxpayer Identification Number or Social Security Number: \_\_\_\_\_

Date: \_\_\_\_\_



QuickLinks

[Exhibit 99.04](#)