



Control Number: 20366



Item Number: 766

Addendum StartPage: 0



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January 16, 2004

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PUBLIC UTILITY COMMISSION OF TEXAS
1701 N. Congress Avenue, Room G-112
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Dear Filing Clerk:

The Public Utility Holding Company Act of 1935 requires certain informational filings with applicable state commissions. Enclosed for filing, in Project No. 20366, are three (3) copies of the following documents:

Post-Effective Amendment No. 1 to Form U-1 Application/Declaration (File No. 70-10152) filed with the Securities & Exchange Commission ("SEC") by Xcel Energy Inc on November 17, 2003, and Post-Effective Amendment No. 2 to Form U-1 Application/Declaration (File No. 70-10152) filed with the SEC by Xcel Energy Inc on December 1, 2003.

Sincerely,

James Bagley
Regulatory Administrator

JB/jm
Enclosures

766

As filed with the Securities and Exchange Commission on November 17, 2003

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

POST-EFFECTIVE
AMENDMENT NO. 1 TO
FORM U-1
APPLICATION-DECLARATION
UNDER
THE PUBLIC UTILITY HOLDING COMPANY ACT OF 1935

Xcel Energy Inc.

800 Nicollet Mall
Minneapolis, Minnesota 55402

NRG Energy, Inc.

901 Marquette Avenue
Suite 2300
Minneapolis, MN 55402-3265

NRG Power Marketing, Inc.

c/o NRG Energy, Inc.
901 Marquette Avenue
Suite 2300
Minneapolis, MN 55402-3265

(Name of company filing this statement and address of principal executive offices)

Xcel Energy Inc.

800 Nicollet Mall
Minneapolis, Minnesota 55402

(Name of top registered holding company parent)

The Commission is requested to send copies of all notices, orders and communications in connection with this Application-Declaration to:

Gary R. Johnson
Vice President and General Counsel
Xcel Energy
800 Nicollet Mall
Minneapolis, Minnesota 55402
Phone: 612-215-4505
Fax: 612-215-4501

Peter D. Clarke
Debra J. Schnebel
Jones Day
77 West Wacker, Suite 3500
Chicago, Illinois 60601-1692
Phone: 312-782-3939
Fax: 312-782-7575

Scott J. Davido
NRG Energy, Inc.
901 Marquette Avenue
Suite 2300
Minneapolis, MN 55402-3265
Phone: 612-373-5300
Fax: 612-373-5392

Mitchell F. Hertz
Kirkland & Ellis
655 Fifteenth Street, N.W.
Suite 1200
Washington, D.C. 20005
Phone: 202-879-5000
Fax: 202-879-5200

This Post-Effective Amendment No. 1 to the Application-Declaration on Form U-1, amends the Application-Declaration on Form U-1 in File No. 70-10152, originally filed on July 28, 2003, as amended on September 30, 2003, by filing the Plan Supplement filed with the Bankruptcy Court as new Exhibit B-9:

ITEM 6 Exhibits and Financial Statements

A. Exhibits

<u>Exhibit No.</u>	<u>Description of Document</u>
B-9	Plan Supplement

1

SIGNATURE

Pursuant to the requirements of the Public Utility Holding Company Act of 1935, as amended, the Applicant has duly caused this Application to be signed on its behalf by the undersigned thereunto duly authorized.

Date: November 17, 2003

Xcel Energy Inc.

By: /s/ Gary R. Johnson

Gary R. Johnson
Vice President and General Counsel

NRG Energy, Inc.

By: /s/ Scott J. Davido

Scott J. Davido
Senior Vice President and General Counsel

NRG Power Marketing, Inc.

By: /s/ Scott J. Davido

Scott J. Davido
Vice President and Secretary

	x	
In re	:	Chapter 11
	:	
NRG ENERGY, INC., et al.,	:	
	:	Case No. 03-13024 (PCB)
Debtors	:	
	:	(Jointly Administered)
	x	

X	All Debtors	X	NRG Power Marketing Inc.
	NRG Energy, Inc.	X	NRG Capital LLC
	Arthur Kill Power LLC	X	NRG Finance Company I LLC
	Astoria Gas Turbine Power LLC		NRG Central U.S. LLC
	Berrians I Gas Turbine Power LLC		NRG Eastern LLC
	Big Cajun II Unit 4 LLC	X	NRGenerating Holdings (No. 23) B.V.
	Connecticut Jet Power LLC		NRG New Roads Holdings LLC
	Devon Power LLC		NRG Northeast Generating LLC
	Dunkirk Power LLC		NRG South Central Generating LLC
	Huntley Power LLC		Oswego Harbor Power LLC
	Louisiana Generating LLC		Somerset Power LLC
	Middletown Power LLC		South Central Generation Holding LLC
	Montville Power LLC		Norwalk Power LLC
	Northeast Generation Holding LLC		NRG McClain LLC
	LSP Nelson Energy, LLC		NRG Nelson Turbines LLC

Xcel Settlement Agreement (Final Version)
Tax Matters Agreement
Form of New NRG Senior Note Indenture
Form of Xcel Note
Employee Matters Agreement
General terms of Employment Agreements for Reorganized NRG's
Officers and Executive Employees
Management Incentive Program
Form of Registration Rights Agreement

Pursuant to Section 15.14 of the Plan, (i) the Plan Supplement may be inspected in the office of the Clerk of the Bankruptcy Court during normal court hours and (ii) holders of Claims or Equity Interests may obtain a copy of the Plan Supplement t on the Bankruptcy Court's official website at www.nysb.uscourts.gov, the Claims Agents' website at www.kccllc.net/nrg, or may be obtained upon written request from Kurtzman Carson Consultants LLC, 5301 Beethoven Street, Suite 102, Los Angeles, California 90066.

Robert G. Burns (RB 0970)
Michael A. Cohen (MC 1277)
153 East 53rd Street
New York, New York 10022-4675
Telephone: (212) 446-4800
Facsimile: (212) 446-4900
Attorneys for Debtors and Debtors in Possession

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Second Amended Plan of Reorganization Under Chapter 11 of the Bankruptcy Code for the Debtors, dated as of October 10, 2003 (as may be amended, the "Plan")

SETTLEMENT AGREEMENT

This Settlement Agreement (this "Agreement") is entered into as of , 2003 by and among (1) Xcel Energy Inc., a Minnesota corporation ("Xcel"), (2) NRG Energy, Inc., a Delaware corporation ("NRG"), on behalf of itself and each of its direct and indirect majority-owned subsidiaries (the "NRG Subsidiaries," and together with NRG, the "NRG Entities"), and (3) each of the NRG Subsidiaries listed as signatories to this Agreement (Xcel and the NRG Entities are collectively referred to herein as the "Parties").

WHEREAS, NRG and certain of the NRG Subsidiaries have commenced voluntary chapter 11 bankruptcy cases (the "Chapter 11 Cases") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court");

WHEREAS, Xcel and NRG are parties to that certain Support and Capital Subscription Agreement dated May 29, 2002 (the "Capital Support Agreement");

WHEREAS, certain disputes exist between Xcel and NRG and/or NRG's creditors with respect to Xcel's funding obligations, if any, under the Capital Support Agreement;

WHEREAS, certain other disputes exist between Xcel and NRG and/or the NRG Entities' creditors, including various disputes relating to tax matters, service agreements, and claims allegedly held by some of the NRG Entities' creditors against Xcel;

WHEREAS, Xcel vigorously denies (i) that it has any liability to NRG or its creditors under the Capital Support Agreement, (ii) that it has any liability to NRG relating to tax matters and services agreements, and (iii) that it has any liability to any creditor of NRG or of any NRG Subsidiary in such creditor's capacity as such;

WHEREAS, the Parties wish to settle and compromise the disputes and issues between and among them on the terms set forth herein to avoid the expense, delay, uncertainty, and risks of litigation and so that NRG can emerge successfully from chapter 11;

WHEREAS, as a result, the Parties acknowledge that the Released-Based Amount (as defined below) is being paid by Xcel pursuant to this Agreement solely to facilitate the NRG Plan (as defined below) and the benefits to Xcel thereunder and is expressly not being paid as any concession as to the validity of any claims, whether or not being released, against the Released Parties (as defined below) pursuant to this Agreement; and

WHEREAS, this Agreement is essential and integral to the NRG Plan.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby consent and agree as follows:

1. Definitions. As used herein, the following terms shall have the respective meanings specified below:

"4/1/03 Ratings" shall mean the credit ratings of BBB- by Standard & Poor's Rating Service and Baa3 by Moody's Investor Services on the Xcel Debt on April 1, 2003.

"9019 Motion" shall mean a motion for approval of this Agreement and the provisions of sections 9.2, 9.3.B., 9.3.D., and 9.3.G. of the Plan under Bankruptcy Rule 9019 with respect to NRG Entities that are part of the Chapter 11 Cases but are not part of the NRG Plan, in the form attached hereto as Exhibit A, which shall be approved by the Confirmation Order.

"Affiliate" shall have the meaning set forth in section 2(a)(11) of the Public Utility Holding Company Act of 1935 (other than the NRG Entities when the term "Affiliate" is used in connection with Xcel).

"Assumed Agreements" shall mean those agreements between the Debtors and Xcel (or an Xcel Affiliate) described on Schedule 8(m) hereto to be assumed by the Debtors.

"Authorized Party" shall mean, collectively, the Creditors' Committee and the Global Steering Committee. The Creditors' Committee or the Global Steering Committee acting without the other shall not be an Authorized Party.

"Ballots" shall mean the ballots for the Unsecured Creditor Class under the NRG Plan, in the forms attached hereto as Exhibit B.

"Bank Group" shall mean the legal or beneficial holders of all of the Claims under the Lender Facilities.

"Bankruptcy Code" shall mean title 11 of the United States Code.

"Bankruptcy Court" shall have the meaning set forth in the recitals to this Agreement.

"Bankruptcy Rules" shall mean the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, as amended from time to time, and any Local Rules of the Bankruptcy Court, as amended from time to time.

"Bar Date Order" shall mean the Final Order of the Bankruptcy Court, attached hereto as Exhibit C, setting a bar date for claims against NRG in the Chapter 11 Cases.

"Business Day" shall mean any day other than a Saturday, Sunday, or any other day on which commercial banks in the State of New York are required or authorized to close by law or executive order.

"Capital Support Agreement" shall have the meaning set forth in the recitals to this Agreement.

“Cash Refund” shall mean the amount of any cash refund of taxes (including any interest paid thereon) to be generated by the carryback of the Worthless Stock Deduction in whole or in part to any taxable year prior to the Loss Year.

“Cause of Action” shall mean all actions, causes of action, liabilities, obligations, rights, suits, damages, judgments, remedies, demands, setoffs, defenses, recoupments, crossclaims, counterclaims, third-party Claims, indemnity Claims, contribution Claims or any other Claims whatsoever, whether known or unknown, matured or unmatured, fixed or contingent, liquidated or unliquidated, disputed or undisputed, suspected or unsuspected, foreseen or unforeseen, direct or indirect, choate or inchoate, existing or hereafter arising, in law, equity or otherwise, based in whole or in part upon any act or omission or other event occurring prior to the Petition Date or during the course of the Chapter 11 Cases, including through the Effective Date.

“Chapter 11 Cases” shall have the meaning set forth in the recitals to this Agreement.

“Claims” shall have the meaning set forth in section 101(5) of Bankruptcy Code and shall be deemed to include any “Claim” arising on or after the Petition Date through the Effective Date.

“Confirmation Date” shall mean the date on which there occurs the entry of the Confirmation Order on the docket of the Bankruptcy Court.

“Confirmation Order” shall mean the order of the Bankruptcy Court, in the form attached hereto as Exhibit E, confirming the NRG Plan and approving this Agreement, and the compromises and transactions contemplated by this Agreement; provided that the Confirmation Order may be modified or supplemented from the form attached hereto as Exhibit E in a manner which does not adversely affect Xcel in its sole opinion.

“Creditors’ Committee” shall mean the Official Committee of Unsecured Creditors appointed in the Chapter 11 Cases.

“Cross-Over Lenders” shall have the meaning set forth in section 8(i) of this Agreement.

“Cure Obligations” shall mean the cure obligations of the Debtors pursuant to section 365(b) of the Bankruptcy Code in connection with the Assumed Agreements.

“D&O Expiration Date” shall mean August 18, 2003.

“D&O Policies” shall mean insurance policies covering director and officer liabilities, including without limitation: (i) Directors and Officers Liability Insurance Policy No. D0969A1A00, issued by Associated Electric & Gas Insurance Services Limited (AEGIS), policy period beginning August 18, 2000; (ii) Following Form Combined Liability Indemnity Policy No. 800005-00CL, issued by Energy Insurance Mutual (EIM), policy period beginning August 18, 2000; (iii) Excess Policy No. 8179-96-58 DAL, issued by Federal Insurance Company (FIC), policy period beginning August 18, 2000; (iv) Directors and Officers Liability Insurance Policy No. D0217A1A99, issued by AEGIS, policy period beginning November 15, 1999 (including specifically, but not

limited to, runoff endorsement effective as of August 18, 2000); (v) Following Form Combined Liability Indemnity Policy No. 800002-97CL, issued by EIM, policy period beginning November 15, 1997 (including specifically, but not limited to, runoff endorsement effective as of August 18, 2000); (vi) Excess Policy No. 8151-42-64B, issued by FIC, policy period beginning November 15, 1999 (including specifically, but not limited to, runoff endorsement effective as of August 16, 2000); and (vii) Fiduciary and Employee Benefit Liability Insurance Policy No. F0969A1A00, issued by AEGIS, policy period beginning August 18, 2000.

“Debtors” shall mean NRG and any of the NRG Subsidiaries which are part of the Chapter 11 Cases.

“Disclosure Statement” shall mean the disclosure statement in connection with the NRG Plan, in the form attached hereto as Exhibit E.

“Disclosure Statement Order” shall mean the Final Order of the Bankruptcy Court, in the form attached hereto as Exhibit F, approving various procedures in connection with solicitation of votes with respect to the NRG Plan.

“Downgrade Date” shall mean the first date on which the Xcel Debt has not retained at least the 4/1/03 Ratings for a period of at least 120 consecutive days.

“Effective Date” shall mean the date on which the NRG Plan becomes effective in accordance with its terms.

“Employee Matters Agreement” shall mean that agreement, in the form attached hereto as Exhibit G, pursuant to which various obligations with respect to employees and benefit plans shall be allocated between Xcel and NRG as of the Effective Date on the terms set forth therein.

“Excluded Claims” shall mean any claims against Xcel under (i) this Agreement; (ii) the Employee Matters Agreement; (iii) the Tax Matters Agreement; (iv) the Assumed Agreements; and (v) any Separate Bank Claims and any claims reserved pursuant to section C. of the Separate Bank Release Agreement.

“Final Order” shall mean an order or judgment of the relevant court of competent jurisdiction as entered on the docket in the relevant cases that has not been reversed, stayed, modified or amended, and as to which the time to appeal or seek certiorari has expired and no appeal or petition for certiorari has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been timely filed has been resolved by the highest court to which the order or judgment was appealed from or from which certiorari was sought.

“Global Steering Committee” shall mean the persons identified on Schedule A, being legal or beneficial holders of various Claims under the Lender Facilities and certain other credit facilities with respect to certain NRG Subsidiaries.

“Guarantees” shall mean all Xcel guarantees, equity contribution obligations, indemnification obligations, arrangements whereby Xcel or any Affiliate has posted cash collateral, and all other credit support obligations with respect to NRG or any NRG Subsidiary, in each case set forth on Schedule 5(a)(i) hereto.

“Initial Contribution” shall mean \$238 million of the Xcel Contribution.

“Lender Facilities” shall mean, collectively, the NRG FinCo Secured Revolver Agreement, the NRG Letter of Credit Facility, and the NRG Unsecured Revolver Agreement.

“Liabilities” shall mean all debts, liabilities, guarantees, assurances, commitments and obligations, whether fixed, contingent or absolute, asserted or unasserted, matured or unmatured, liquidated or unliquidated, accrued or not accrued, known or unknown, due or to become due, whenever or however arising (including, without limitation, whether arising out of any contract or tort based on negligence or strict liability) and whether or not the same would be required by generally accepted principles and accounting policies to be reflected in financial statements or disclosed in the notes thereto. For purposes of any indemnification hereunder, “Liabilities” shall be deemed also to include any and all damages, claims, suits, judgments, fines, penalties, costs and expenses of any kind or character, including attorney’s fees.

“Loss Year” shall mean the year in which the Effective Date occurs.

“Non-Plan Debtors” shall mean those NRG Subsidiaries having commenced Chapter 11 Cases that are not subject to the NRG Plan.

“Notes” shall mean those public notes of NRG listed on Schedule B to this Agreement.

“NRG” shall have the meaning set forth in the preamble to this Agreement.

“NRG Entities” shall have the meaning set forth in the preamble to this Agreement.

“NRG FinCo” shall mean NRG Finance Company I LLC, a Delaware corporation.

“NRG FinCo Secured Revolver Agreement” shall mean the revolving credit agreement entered into by and among NRG FinCo, Credit Suisse First Boston and certain other lenders party thereto and NRG Audrain Generation LLC, LSP-Nelson Energy, LLC, LSP-Pike Energy, LLC and NRG Turbine LLC, as sub-borrowers, as of May 8, 2001 with the purpose of financing certain domestic construction projects of the Debtors, together with all amendments, modifications, renewals, restatements, substitutions and replacements thereof and all documents, agreements or instruments related thereto, including, but not limited to, the NRG Equity Undertaking (as defined in Exhibit F of the NRG Plan).

“NRG Letter of Credit Facility” shall mean the \$125,000,000 Standby Letter of Credit Facility, dated as of November 30, 1999, among NRG, the financial institutions party thereto and the Australia and New Zealand Banking Group Limited, as administrative

agent, as amended, supplemented, restated or modified from time to time, together with all documents, agreements or instruments related thereto.

“NRG Payment Request” shall mean a written notice pursuant to which the Authorized Party may request that Xcel not exercise the Xcel Downgrade Election as set forth in section 2(f)(ii) of this Agreement.

“NRG Payment Revocation” shall mean a written notice pursuant to which the Authorized Party may revoke the NRG Payment Request as set forth in section 2(f)(ii) of this Agreement.

“NRG Plan” shall mean the chapter 11 plan of reorganization for NRG, in the form attached hereto as Exhibit H; provided that the NRG Plan may be modified or supplemented from the form attached hereto as Exhibit H, as set forth therein, in a manner which does not adversely affect Xcel in its sole opinion.

“NRG Released Causes of Action” shall mean, collectively, all Claims or Causes of Action of any kind or nature (whether known or unknown) which NRG, any of the NRG Subsidiaries, or any creditor of any of the Debtors, directly or indirectly, has or may have as of the Effective Date against any of the Released Parties in respect of any matter relating to NRG or any of the NRG Subsidiaries, including, without limitation, the Specified Claims, but the NRG Released Causes of Action shall not include any Excluded Claims.

“NRG Unsecured Revolver Agreement” shall mean that certain 364-Day Revolving Credit Agreement dated as of March 8, 2002 among NRG, the financial institutions party thereto, ABN Amro Bank N.V., as administrative agent, Salomon Smith Barney, Inc., as syndication agent, Barclays Bank PLC, as co-syndication agent, and The Royal Bank of Scotland PLC, and Bayerische Hypo-und Vereinsbank AG, New York Branch, as co-documentation agents, as amended, supplemented, restated or modified from time to time, together with all documents, agreements or instruments related thereto.

“NRG Subsidiaries” shall have the meaning set forth in the preamble to this Agreement.

“Parties” shall have the meaning set forth in the preamble to this Agreement.

“Person” has the meaning set forth in section 101(41) of the Bankruptcy Code.

“Petition Date” shall mean May 14, 2003.

“Plan Support Agreement” shall mean that Plan Support Agreement dated May 13, 2003 among NRG, Xcel, and the Supporting Creditors.

“Reimbursable Claims” shall mean amounts billed under the Services Agreement related to corporate insurance obtained for the benefit of NRG and other services requested by NRG.

"Release-Based Amount" shall mean up to \$390 million of the Xcel Contribution payable as follows: (i) \$38 million out of the Second Installment, and (ii) the entire Third Installment.

"Released-Based Amount Agreement" shall mean that agreement among NRG and Xcel, in the form attached hereto as Exhibit I, which specifies how to calculate the Released-Based Amount payable by Xcel to NRG at any time.

"Released Parties" shall mean, in respect of any NRG Released Causes of Action: (i) the Xcel Released Parties, and (ii) any other person or entity to the extent that such person or entity is entitled to a claim for indemnification, reimbursement, contribution, subrogation or otherwise against any of the persons or entities listed in clause (i) in respect of the NRG Released Causes of Action.

"Reorganized NRG" shall mean NRG on and after the Effective Date pursuant to the NRG Plan.

"Second Installment" shall mean \$50 million of the Xcel Contribution.

"Separate Bank Claims" shall mean those Claims against the Released Parties being released as part of the Separate Bank Release Agreement.

"Separate Bank Release Agreement" shall mean that certain release agreement between Xcel and the Bank Group in the form attached hereto as Exhibit J.

"Services Agreement" shall mean the Service Agreement between Xcel Energy Services Inc. and NRG dated June, 2002.

"Settled Claims" shall mean all Claims of Xcel or any Affiliate against any NRG Entity arising or accruing on or prior to January 31, 2003 for the provision of intercompany goods or services under the Services Agreement and all Claims for amounts paid by Xcel or any Affiliate on or prior to January 31, 2003 under any Guaranty.

"Specified Claims" shall mean (i) any Claim that is property of any Debtor's estate pursuant to section 541 of the Bankruptcy Code or otherwise; (ii) any preference, fraudulent conveyance and other actions under sections 510, 544, 545, 547, 548, 549, 550 or 553 of the Bankruptcy Code or any state law equivalents; (iii) any Claim arising out of illegal dividends or similar theories of liability; (iv) any Claim asserting veil piercing, alter ego liability or any similar theory; (v) any Claim based upon unjust enrichment; (vi) any Claim for breach of fiduciary duty; (vii) any Claim for fraud, misrepresentation or any state or federal securities law violations; and (viii) any Claim that NRG or any NRG Subsidiary may have as a result of having been a member of the Xcel affiliated tax group or a signatory to an Xcel tax sharing agreement.

"Support Agreement Amount" shall mean \$250 million of the Xcel Contribution payable out of the entire Initial Contribution and \$12 million of the Second Installment.

“Support Agreement Claims” shall mean all Claims against Xcel arising under or related to the Capital Support Agreement.

“Supporting Creditors” shall mean, collectively, the Supporting Lenders and Supporting Noteholders.

“Supporting Lenders” shall mean the Bank Group members that are signatories to the Plan Support Agreement.

“Supporting Noteholders” shall mean the Noteholders that are signatories to the Plan Support Agreement.

“Tax Matters Agreement” shall mean that tax matters agreement between NRG and Xcel, in the form attached hereto as Exhibit K.

“Third Installment” shall mean up to \$352 million of the Xcel Contribution.

“Transfer” shall mean (a) the sale, transfer, assignment, pledge, or other disposal, directly or indirectly, of any right, title or interest in respect of any and all Claims and Causes of Action against the Released Parties, in whole or in part, or any interest therein, and/or (b) the grant of any proxies, deposit of any Claims or Causes of Action against the Released Parties into a voting trust, or the entry into a voting agreement with respect to any of such Claims or Causes of Action.

“Transferee” means any party who obtains, at any time, a Transfer from a NRG Entity.

“Unsecured Creditor Class” shall mean Class 5 under the NRG Plan, together with Class 6 under the NRG Plan in the event Debtor NRG Power Marketing, Inc. is substantively consolidated with NRG under the NRG Plan.

“Voting Deadline” shall mean the initial voting deadline for accepting or rejecting the NRG Plan as established by the Debtors pursuant to the Disclosure Statement Order.

“Voting Record Date” shall be the voting record date established by the Disclosure Statement Order.

“Worthless Stock Deduction” shall mean the deduction that Xcel or its Affiliates will claim under Section 165(g)(3) of the Internal Revenue Code and any comparable provision of state or local law with respect to the loss of its investment in NRG.

“Xcel” shall have the meaning set forth in the preamble to this Agreement.

“Xcel Contribution” shall mean, collectively, (1) up to \$640 million, subject to the provisions of this Agreement; and (2) the Xcel Released Causes of Action.

“Xcel Credit Waiver” shall have the meaning set forth in section 8(i) of this Agreement.

“Xcel Debt” shall mean Xcel’s senior unsecured public notes.

“Xcel Downgrade Election” shall mean Xcel’s right to pay up to \$150 million of the Initial Contribution in XEL Stock no later than 10 Business Days after the Xcel Payment Date pursuant to the terms of section 2(f)(i) of this Agreement.

“Xcel Payment Date” shall mean the later of (i) 90 days after the Confirmation Date, and (ii) one Business Day after the Effective Date.

“Xcel Plan Note” shall mean that certain unsecured, 2.5 year non-amortizing promissory note issued by Reorganized NRG in favor of Xcel with a principal amount of \$10 million bearing interest at the per annum rate of 3% in the form attached hereto as Exhibit L.

“Xcel Released Causes of Action” shall mean collectively, all Claims or Causes of Action of any kind or nature (whether known or unknown) which Xcel has or may have against any of the NRG Entities or any officer, director, employee, Affiliate or agent of any of the NRG Entities, in each case in their capacity as such, but the Xcel Released Causes of Action shall not include: (1) the obligations of any of the NRG Entities to Xcel or any Affiliate of Xcel under this Agreement, the Separate Bank Release Agreement, the NRG Plan, the Confirmation Order, the Employee Matters Agreement, the Release-Based Amount Agreement, the Tax Matters Agreement, the Xcel Plan Note or any document or agreement executed in connection with this Agreement, the Separate Bank Release Agreement, the NRG Plan, or the Confirmation Order, or (2) any rights of subrogation which Xcel may have against any of the NRG Entities as a result of Xcel’s payment of all or any part of the Claim of any creditor of such NRG Entity.

“Xcel Released Parties” shall mean Xcel or any officer, director, employee, subsidiary, Affiliate (other than NRG and the NRG Subsidiaries), agent, or other party acting on behalf of Xcel or a subsidiary or an Affiliate of Xcel (other than NRG or the NRG Subsidiaries), in each case in their capacity as such.

“Xcel Shares Option” shall mean the option of Xcel to make any or all of the Second Installment in XEL Stock as described in Section 2(d) hereof.

“Xcel Tax Benefit” shall mean the reduction in federal income tax liability of Xcel, any Affiliate, and the Xcel consolidated group, as the case may be, attributable to the Worthless Stock Deduction, including without limitation, the Cash Refund and the reduction of any estimated payments of federal income tax liability in the Loss Year or any subsequent year, which reduction may be made (or not made) by Xcel in its sole discretion.

“XEL Stock” shall mean common stock of Xcel that has been registered under the Securities Act of 1933, as amended, pursuant to an effective registration statement.

2. Xcel Consideration. Subject to the terms and conditions of this Agreement, the NRG Plan, the Confirmation Order, and all other agreements or documents contemplated by this Agreement, the NRG Plan and the Confirmation Order, Xcel shall contribute the Xcel Contribution to NRG. The Xcel Contribution shall be paid or provided as follows:
- (a) Initial Contribution. The Initial Contribution shall be paid in cash to NRG on the Xcel Payment Date, except to the extent that payment of up to \$150 million of the Initial Contribution is payable by Xcel in XEL Stock pursuant to the exercise by Xcel of the Xcel Downgrade Election under Section 2(f)(i) hereof or Section 2(f)(iii) hereof and except to the extent that payment of up to \$150 million of the Initial Contribution is delayed pursuant to the delivery by the Authorized Party of the NRG Payment Request to Xcel under Section 2(f)(i) hereof or Section 2(f)(iii) hereof.
 - (b) Second Installment. The Second Installment shall be paid to NRG on the later of January 1, 2004 or the Xcel Payment Date in cash, except to the extent that all or any part of the Second Installment is payable by Xcel in XEL Stock pursuant to the exercise by Xcel of the Xcel Shares Option under Section 2(d) hereof.

(c) Third Installment.

(i) The amount of the Third Installment that is payable on the later of April 30, 2004 or the Xcel Payment Date pursuant, subject to paragraph 3(d) below, to the Release-Based Amount Agreement shall be paid to NRG in cash on the later of April 30, 2004 or the Xcel Payment Date, except to the extent that payment of such amount is delayed pursuant to Section 2(f)(iv) hereof to the later of June 30, 2004 or 60 days after the Xcel Payment Date and except that the portion of the amount payable on the later of April 30, 2004 or the Xcel Payment Date (or, if Section 2(f)(iv) hereof is applicable, the later of June 30, 2004 or 60 days after the Xcel Payment Date) in excess of the Cash Refund received by Xcel as of such date shall not be due and payable until 30 days after the later of April 30, 2004 or the Xcel Payment Date (or if Section 2(f)(iv) is applicable, until 30 days after the later of June 30, 2004 or 60 days after the Xcel Payment Date). Additional portions of the Third Installment payable by Xcel to NRG as a result of the allowance or other liquidation of contingent, unliquidated, or disputed claims against NRG shall be paid by Xcel to NRG in cash on such dates as are required by the Release-Based Amount Agreement, subject to paragraph 3(d) below.

(ii) The payment of the Third Installment will be required regardless of whether any Cash Refund is ever received or whether any Xcel Tax Benefit is later reduced or eliminated on audit by a taxing authority. The Third Installment shall be payable without interest; provided, if Xcel defaults in the timely payment of the Third Installment, as required, subject to paragraph 3(d) below, by the Release-Based Amount Agreement (taking into account the 30 day grace period set forth in section 2(c)(i) above and the provisions of section 2(f)(iv) below), the unpaid amount shall accrue simple interest at 10% per annum from the date of non-payment until the date of payment (in addition to any other remedies such as collection actions, the reasonable cost of which shall also be payable by Xcel).

(d) Xcel Shares Option. No later than five Business Days after the Confirmation Date, Xcel can exercise the Xcel Shares Option by issuing a press release stating that it has elected to exercise the Xcel Shares Option and the amount (which can be 100%) of the Second Installment to be paid in XEL Stock. If Xcel exercises the Xcel Shares Option, Xcel shall pay in XEL Stock the amount of the Second Installment designated by Xcel in such press release to be paid in XEL Stock. The number of shares that Xcel shall be required to deliver shall be the nearest whole number of shares equal to (x) the amount of the Second Installment to be made in XEL Stock divided by (y) the average closing price for XEL Stock on the New York Stock Exchange for the last ten full trading days through and including the Business Day prior to the date the Second Installment is due.

- (e) Xcel Released Causes of Action. The component of the Xcel Contribution comprised of the Xcel Released Causes of Action shall be deemed delivered to NRG and effective as of the Effective Date.
- (f) Xcel Downgrade Election.
 - (i) In the event that on the Confirmation Date the Xcel Debt has not retained at least the 4/1/03 Ratings for a period of at least 120 consecutive days through and including the Confirmation Date, then Xcel, in its sole discretion, may, subject to an NRG Payment Request described below, exercise the Xcel Downgrade Election by, no later than five Business Days after the Confirmation Date, issuing a press release stating that it has exercised the Xcel Downgrade Election and the amount (which can be up to \$150 million) of the Initial Contribution that will be paid in XEL Stock. The number of shares of XEL Stock that Xcel shall be required to deliver shall be the nearest whole number of shares equal to (x) the amount of the Initial Contribution to be made in XEL Stock divided by (y) the average closing price on the New York Stock Exchange for Xcel common stock for the last ten full trading days through and including the Business Day prior to the date when the portion of the Initial Contribution to be paid in XEL Stock is made.
 - (ii) Notwithstanding the foregoing, the Authorized Party may request that Xcel not exercise the Xcel Downgrade Election by delivering to Xcel an NRG Payment Request within five Business Days after Xcel's issuance of the press release set forth in clause (i) above of this Section 2(f). After timely receipt by Xcel of an NRG Payment Request, Xcel shall be required to pay NRG in cash, and not in XEL Stock, the portion of the \$150 million of the Initial Contribution subject to the Xcel Downgrade Election on the Business Day after the Xcel Debt has achieved at least the 4/1/03 Ratings for a period of at least 120 consecutive days. In addition, through the Effective Date and prior to payment in full by Xcel of the Initial Contribution, the Authorized Party may revoke the NRG Payment Request by delivering to Xcel an NRG Payment Revocation. Once given, an NRG Payment Revocation shall be irrevocable. In addition, on the 180th day after receipt by Xcel of an NRG Payment Request, if Xcel shall not have been required to pay NRG in cash prior to such date the portion of the \$150 million of the Initial Contribution subject to the Xcel Downgrade Election, then the NRG Payment Revocation shall be deemed to have been given to Xcel. Upon receipt or deemed receipt by Xcel of an NRG Payment Revocation, Xcel shall pay the portion of the Initial Contribution subject to the Xcel Downgrade Election in XEL Stock within 10 Business Days after the later of (1) receipt or deemed receipt of the NRG Payment Revocation and (2) the Xcel Payment Date. The number of shares of XEL Stock that Xcel shall be required to deliver shall be the nearest whole number of shares equal to (x) the amount of the Initial Contribution to be made in XEL Stock divided by (y) the average closing

price on the New York Stock Exchange for Xcel common stock for the last ten full trading days through and including the Business Day prior to the date when the portion of the Initial Contribution to be paid in XEL Stock is made.

(iii) If (1) on the Confirmation Date the Xcel Debt has retained at least the 4/1/03 Ratings for a period of at least 120 consecutive days but (2) at any time after the Confirmation Date and prior to the Xcel Payment Date the Xcel Debt has not retained at least the 4/1/03 Ratings for a period of at least 120 consecutive days, then the provisions of subsections (i) and (ii) above shall apply, but Xcel, in its sole discretion, may, subject to an NRG Payment Request, exercise the Xcel Downgrade Election and pay the requisite XEL Stock no later than the later of (1) 10 Business Days after the Xcel Payment Date and (2) 105 days after the Downgrade Date. In such event, Xcel shall issue a press release stating the specifics of its Xcel Downgrade Election no later than five Business Days after the Downgrade Date. In addition, if Xcel has exercised an Xcel Downgrade Election pursuant to this subsection (iii) and has subsequently received an NRG Payment Revocation, then Xcel shall pay the portion of the Initial Contribution subject to the Xcel Downgrade Election in XEL Stock within the later of (i) 10 Business Days after receipt of the NRG Payment Revocation and (ii) 105 days after the Downgrade Date.

(iv) In addition to the foregoing, in the event that on the Xcel Payment Date the Xcel Debt has not retained at least the 4/1/03 Ratings for a period of at least 120 consecutive days through and including the date that the initial portion of the Third Installment is due, then the due date for the initial portion of the Third Installment shall be extended to the later of June 30, 2004 and sixty days after the Xcel Payment Date.

(g) Tax Treatment of Xcel Contribution. The Parties shall treat the Xcel Contribution as a contribution to the capital of NRG for federal, state, and local income tax purposes.

3. Allocation of Xcel Contribution and NRG Releases.

(a) Support Agreement Amount. The Support Agreement Amount shall be made in exchange for the release of the NRG Released Causes of Action comprised of the Support Agreement Claims.

(b) Released-Based Amount. The Release-Based Amount together with the Xcel Released Causes of Action shall be made in exchange for the releases described in Sections 3(c) and (d) hereof and such other releases and injunctions for the benefit of the Released Parties set forth in the Confirmation Order.

(c) Check the Box Releases. Subject to the terms of the Release-Based Amount Agreement, the Released-Based Amount shall be distributed pro rata to

each allowed Claim in the Unsecured Creditor Class that checks the appropriate box on a Ballot indicating that the holder of such Claim is releasing the Released Parties from all NRG Released Causes of Action and causes the relevant balloting agent to receive such Ballot by the Voting Deadline. Subject to paragraph 3(d) of this Agreement, creditors not checking the box on their Ballots and so causing the relevant balloting agent to receive such Ballots by the Voting Deadline shall not receive any portion of the Release-Based Amount; instead, the aggregate share of the Release-Based Amount of those creditors who did not check the box on their Ballots which otherwise would have been payable to such creditors (if they had checked the box) will be credited against and deducted from the Xcel Contribution as set forth in the Release-Based Amount Agreement.

- (d) Third Party Releases. Notwithstanding anything to the contrary in this Agreement, if the third party releases and injunctions for the benefit of the Released Parties set forth in sections 9.2 and 9.3 of the NRG Plan are approved in their entirety pursuant to a Final Order of the Bankruptcy Court in form acceptable to Xcel, then Xcel shall be obligated to pay to NRG for distribution to creditors in the Unsecured Creditor Class the entire \$390 million of the Released-Based Amount; provided, however, (a) the timing of the payment of the Third Installment shall not be altered by an obligation to pay the entire \$390 million of Released-Based Amount, and (b) until there is such a Final Order of the Bankruptcy Court, Xcel's obligation to pay the Released-Based Amount shall be as otherwise set forth in this Agreement and the Released-Based Amount Agreement. In addition, if the third party releases and injunctions for the benefit of the Released Parties set forth in sections 9.2 and 9.3 of the NRG Plan are approved in their entirety pursuant to a Final Order of the Bankruptcy Court in form acceptable to Xcel, the Released-Based Amount Agreement shall not be effective except for the indemnity provisions set forth in section 9 thereof and any other portion of that agreement applicable to section 9.

4. Xcel Tax Benefit. The Parties agree that:

- (a) Worthless Stock Deduction. For federal income tax purposes, after the Effective Date Xcel or its Affiliates shall claim the Worthless Stock Deduction for the Loss Year. Neither Xcel nor any of its Affiliates shall claim the Worthless Stock Deduction for any year before the Loss Year.
- (b) Tax Related Plan Provisions.
- (i) The Xcel Tax Benefit shall be the sole and exclusive property of Xcel, and the NRG Entities and any party claiming by or through them hereby release as of the Effective Date any right or interest that they might otherwise have in the Xcel Tax Benefit.
- (ii) NRG and its direct and indirect subsidiaries shall not be (a) reconsolidated with Xcel or any of its other Affiliates for tax purposes at any time after their March, 2001 deconsolidation unless otherwise

required by state or local tax law, or (b) treated as a party to or otherwise entitled to the benefits of any tax sharing agreement with Xcel, other than the Tax Matters Agreement.

5. Xcel Guaranties, Insurance, and Intercompany Claims.

(a) Xcel Guaranties and Insurance. The Parties agree that:

- (i) On the Effective Date, all Guarantees shall either be terminated or Xcel and NRG shall enter into other arrangements satisfactory to Xcel and NRG with respect to such obligations (with Xcel and any Affiliates thereof having no further liability for such obligations or arrangements) and all cash collateral posted by Xcel or any Affiliate shall be returned as soon as practicable to Xcel, including, if not previously returned, the \$11.5 million of cash collateral posted by Xcel for the Mid-Atlantic project. With respect to the \$11.5 million of cash collateral posted by Xcel for the Mid-Atlantic project, NRG shall cooperate with Xcel in seeking the return at the earliest practical date after the current expiration of the relevant Mid-Atlantic agreement in July of 2003.
- (ii) NRG and the NRG Subsidiaries shall be solely responsible for renewing, administering, and paying for their own insurance policies starting with insurance policies relating to property and other coverages expiring as of June 2003, and D&O Policies expiring on the D&O Expiration Date; provided, however, that Xcel shall (1) not cancel any D&O Policy before the D&O Expiration Date, (2) reasonably cooperate with NRG's past or current officers and directors who may be entitled to coverage under any D&O Policy to allow them to administer their claims, and (3) if available and at the sole cost of NRG, and after receiving sufficient funds from NRG, at NRG's request purchase customary tail coverage, commencing on the D&O Expiration Date, for NRG's officers and non-Xcel directors in office on the day prior to the Petition Date and who are eligible for coverage under any D&O Policy.
- (iii) The Parties acknowledge and agree that the rights and obligations of Xcel, NRG, and all other persons or entities insured under any D&O Policy have been and shall remain unaffected by the Chapter 11 Cases or any subsequent bankruptcy cases or proceedings commenced by any of the NRG Subsidiaries and that upon the Effective Date, Xcel, NRG, and all other persons or entities insured under any D&O Policy shall have the same status with respect to, and rights under, any D&O Policy as immediately prior to the Petition Date, notwithstanding, among other things, the automatic stay in the Chapter 11 Case for NRG previously in effect or the automatic stay that may thereafter remain in effect in the chapter 11 case of any other NRG Subsidiary.

(b) Intercompany Claims. The Parties agree that:

- (i) Any prepetition or postpetition Claims of Xcel or any Affiliate against any of the NRG Entities arising from the provision of intercompany goods or services of the type set forth on Schedule 5(b)(i) hereto to any of the NRG Entities or from payment by Xcel or any Affiliate under any Guaranty shall be paid in full in cash by NRG in the ordinary course (including payment during the Chapter 11 Cases) in the appropriate amount based on the underlying contracts or agreements between the parties (including all agreements listed on Schedule 8(m) to this Agreement), without any subordination or recharacterization of such Claims, except that the Claims which are to be paid in full in the ordinary course during the Chapter 11 Cases shall not include Claims of Xcel or any Affiliate arising under the Guarantees listed in Schedule 5(b)(i) hereto (such Claims, subject to the next sentence, to be paid in full in cash by NRG on the Effective Date as provided in clause (ii) below) but shall include any Claims of Xcel or any Affiliate related to Northern States Power Company, NRG Energy Center-Rock Tenn LLC, NRG Thermal f/k/a Norencor Corporation, NRG Resource Recovery, Inc., Minnesota Waste Processing Company LLC, and NRG Energy, Inc. Notwithstanding the foregoing, (A) Settled Claims shall not be paid until the Effective Date, at which time Xcel shall receive, on account of and in full and final settlement of such Claims, the Xcel Plan Note; and (B) after January 31, 2003 NRG shall only be responsible under the Services Agreement for Reimbursable Claims. NRG agrees that it shall not order services from Xcel or any Affiliate under the Services Agreement or otherwise inconsistent with any provisions of this Agreement.
- (ii) To the extent, if any, that intercompany Claims of Xcel or any Affiliate (other than Settled Claims and other than Claims under the Services Agreement which are not Reimbursable Claims, but including Claims for reimbursement of payments made by Xcel or any Affiliate under Guarantees) are unpaid as of the Petition Date, such amounts shall be paid in full in cash on the Effective Date by the relevant NRG Entity or NRG under the NRG Plan without any subordination or recharacterization of such Claims.
- (iii) The provisions of clauses (i) and (ii) of this Section 5(b) shall not apply to any tax sharing agreement. All tax sharing agreements or understandings to the extent otherwise binding on Xcel and NRG, shall terminate (without any residual or ongoing liability of either party to the other) as of the Effective Date for all taxable periods, past, present and future. On and after the Effective Date, tax matters between NRG, Xcel, and any Affiliates thereof shall be governed exclusively by the Tax Matters Agreement.

6. Representations and Warranties.

- (a) Each Party represents and warrants to the other Party that it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation.
- (b) Each Party represents and warrants to the other Party that its execution, delivery and performance of this Agreement are within the power and authority of such party and have been duly authorized by such party.
- (c) Each Party represents and warrants to the other Party that this Agreement has been duly executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable in accordance with the terms hereof, except to the extent that any Party requires regulatory or other approvals set forth in section 8(f) of this Agreement and such approvals have not been obtained; provided, that each Party's acknowledgement that the Effective Date of this Agreement has occurred shall constitute a representation that it has obtained all such approvals.
- (d) Each Party represents and warrants to the other Party that neither the execution and delivery of this Agreement nor compliance with the terms and provisions hereof will violate, conflict with or result in a breach of, its certificate of incorporation or bylaws or other constitutive document, any applicable law or regulation, any order, writ, injunction or decree of any court or governmental authority or agency, or any agreement or instrument to which it is a party or by which it is bound or to which it is subject, except to the extent that any Party requires regulatory or other approvals set forth in section 8(f) of this Agreement and such approvals have not been obtained; provided, that each Party's acknowledgement that the Effective Date of this Agreement has occurred shall constitute a representation that it has obtained all such approvals.
- (e) NRG represents and warrants to Xcel that from January 1, 2003 through the Confirmation Date, (A) no NRG Entity has caused or permitted to be made any distribution from an NRG Subsidiary to the extent that (1) the distribution would be treated as a dividend to NRG for federal income tax purposes and (2) the distribution or portion thereof treated as a dividend to NRG, alone or in combination with any other distribution treated as a dividend to NRG during that period and any taxable gain described in clause (B) of this paragraph would exceed \$63 million, and (B) NRG has not engaged in any transaction that is treated as a sale by NRG of stock or securities for federal income tax purposes and that resulted in a taxable gain, to the extent that the amount of such taxable gain, alone or in combination with any other taxable gain described in this clause (B) and any distribution described in clause (A) of this paragraph would exceed \$63 million.
- (f) NRG represents and warrants to Xcel that from the Petition Date through the Effective Date, no NRG Entity has taken any action that would increase, or failed to take any action that would minimize, the likelihood that Xcel or any

Affiliate will be required to make any payment on any Guaranty during the Chapter 11 Cases.

- (g) NRG represents that all NRG Subsidiaries have been included on the signature pages to this Agreement.

7. Covenants.

- (a) Neither Party shall take any action that would delay or frustrate the occurrence of the Effective Date, the transactions contemplated by this Agreement, or the transactions contemplated by any other agreements or documents referenced in this Agreement, or the consummation of the NRG Plan.
- (b) Each Party shall take all actions necessary or appropriate to consummate the transactions contemplated by this Agreement.
- (c) During the period beginning on the date of this Agreement and ending on the Effective Date, NRG shall not (A) cause or permit to be made any distribution from an NRG Subsidiary to the extent that (1) the distribution would be treated as a dividend to NRG for federal income tax purposes and (2) the distribution or portion thereof treated as a dividend to NRG, alone or in combination with any other distribution treated as a dividend to NRG between January 1, 2003 and the Effective Date and any taxable gain described in clause (B) of this paragraph would exceed \$63 million, and (B) engage in any transaction that is treated as a sale by NRG of stock or securities for federal income tax purposes and that results in a taxable gain, to the extent that the amount of such taxable gain, alone or in combination with any other taxable gain described in this clause (B) between January 1, 2003 and the Effective Date and any distribution described in clause (A) of this paragraph would exceed \$63 million; provided, however, that this covenant shall not apply to any sales or distributions made during any period following the date of this Agreement in which persons effectively nominated or designated by Xcel hold a majority of the seats on NRG's board of directors or on the managing board of the applicable NRG Subsidiary.
- (d) No NRG Entity shall take any action that would increase, or fail to take any action that would minimize, the likelihood that Xcel or any Affiliate will be required to make any payment on any Guaranty during the Chapter 11 Cases.
- (e) Except to the extent otherwise provided in the NRG Plan, NRG shall use its reasonable best efforts to cause all NRG Subsidiaries which become part of the Chapter 11 Cases or other bankruptcy cases or proceedings instituted as part of the reorganization of the NRG Entities to seek a Final Order in a form acceptable to Xcel from the Bankruptcy Court making the provisions of sections 9.2, 9.3.C., and 9.3.G. of the NRG Plan applicable to such NRG Subsidiaries.

8. Condition to Xcel's Obligations Hereunder. All obligations of Xcel under this Agreement, including the obligation of Xcel to make all or any part of the Xcel

Contribution, are expressly subject to the satisfaction or waiver by Xcel of each of the following conditions as of the Effective Date:

- (a) NRG shall have received the requisite votes in favor of confirmation of the NRG Plan under section 1129(a) of the Bankruptcy Code from the Unsecured Creditor Class by the Voting Deadline for the NRG Plan.
- (b) NRG shall have received votes in favor of confirmation of the NRG Plan from each of the Supporting Creditors by the Voting Deadline for the NRG Plan, and no such vote shall have been revoked or withdrawn.
- (c) Unless the third party releases and injunctions for the benefit of the Released Parties set forth in sections 9.2 and 9.3 of the NRG Plan are approved in their entirety pursuant to a Final Order of the Bankruptcy Court in form acceptable to Xcel, the following persons shall have released the Released Parties from all NRG Released Causes of Action by "checking the box" (as described in Section 3(c) hereof) on their Ballots and causing the relevant balloting agent to receive such Ballots no later than the Voting Deadline for the NRG Plan and such releases shall be in full force and effect and shall not be stayed or modified:
 - (i) holders of a majority in number representing 85% in principal amount outstanding of the Claims in respect of the Notes, including 100% of the Supporting Noteholders;
 - (ii) holders of 100% in principal amount outstanding of the Claims in respect of each of the NRG Unsecured Revolver Agreement, the NRG Letter of Credit Facility, and the NRG FinCo Secured Revolver Agreement; and
 - (iii) holders of 85% in amount of all Claims in the Unsecured Creditor Class as determined by the Release-Based Amount Agreement.
- (d) The Confirmation Order shall have been entered on the docket of the Bankruptcy Court for 11 days (except to the extent such delay shall cause the Effective Date of the NRG Plan to occur after December 15, 2003), and the Confirmation Order shall (i) fully incorporate all of the relevant provisions of this Agreement (including the releases and injunctions described herein) and any other matters agreed to in writing by Xcel, (ii) not contain any provisions inconsistent with this Agreement or such other matters (other than a provision to which Xcel has previously consented to in writing), (iii) confirm the NRG Plan under section 1129(a) of the Bankruptcy Code and approve this Agreement, and all other agreements and documents contemplated or referenced in this Agreement, or the NRG Plan, (iv) not approve any amendments or supplements to the NRG Plan (other than amendments or supplements to which Xcel has previously consented to in writing) which Xcel determines to be adverse to it in its sole reasonable discretion, and (v) be in full force and effect and not be stayed or modified.

- (e) The filing by the relevant NRG Entities of the 9019 Motion, and the entry on the docket of the Bankruptcy Court of the Confirmation Order which shall approve the 9019 Motion.
- (f) The receipt by Xcel and any required Affiliate, and, to the extent applicable, NRG of all regulatory and other approvals (including any approvals from the Federal Energy Regulatory Commission and the Securities and Exchange Commission) necessary for Xcel or any such Affiliate and, to the extent applicable, NRG to perform such obligations set forth in this Agreement, the other agreements and documents contemplated or referenced herein, and in the NRG Plan and Confirmation Order.
- (g) Each NRG Entity shall comply in all respects with every covenant, agreement, or other obligation under this Agreement applicable to it.
- (h) All representations and warranties made by any NRG Entity under this Agreement shall be true and correct in all material respects when made and as of the Effective Date.
- (i) Each of the members of the Bank Group that has a Claim against Xcel under any Xcel credit facility (the "Cross-Over Lenders") shall have approved, without payment of any special fee or expense, any waiver or amendment that Xcel and the administrative agent under such credit facility believe is necessary under such credit facility to implement this Agreement, the NRG Plan, and any of the transactions contemplated thereby or by agreements referenced herein (an "Xcel Credit Waiver"), except that if other lenders to Xcel under any credit facility shall receive a special fee or expense for their waiver or amendment, the Cross-Over Lenders shall be entitled to the same pro rata fee or expense, and, in any case, all Xcel Credit Waivers having been fully obtained by Xcel and being in full force and effect.
- (j) Xcel (or to the extent applicable, any Affiliate of Xcel) shall have received full payment or satisfaction of all intercompany Claims in accordance with the provisions of Section 5(b) of this Agreement.
- (k) (1) the Bank Group shall have executed and delivered to Xcel the Separate Bank Release Agreement, (2) NRG shall have executed and delivered to Xcel the Release-Based Amount Agreement, the Employee Matters Agreement, the Tax Matters Agreement, the Xcel Plan Note, and all other agreements and documents contemplated by this Agreement and the Separate Bank Release Agreement simultaneously with the execution and delivery of this Agreement, and (3) this Agreement, the Separate Bank Release Agreement, the Release-Based Amount Agreement, the Employee Matters Agreement, the Tax Matters Agreement, the Xcel Plan Note, all such other agreements and documents, the NRG Plan, the Confirmation Order, and any other orders contemplated by any of the foregoing agreements or documents shall be in full force and effect and shall not have been stayed or modified.

- (l) Such procedures as are acceptable to Xcel shall have been approved by the Disclosure Statement Order and shall have been fully instituted and followed so as to permit Xcel to determine (i) all parties holding or who have held Notes as of the Voting Record Date and who have released Xcel from all NRG Released Causes of Action by checking the appropriate box on the relevant Ballot, and (ii) all parties holding or who have held Notes and to whom NRG should pay the requisite Released-Based Amount at any time.
- (m) The Confirmation Order shall approve the assumption by the Debtors of the Assumed Agreements, and the Debtors shall have satisfied for the benefit of Xcel (or any applicable Affiliate) all Cure Obligations with respect thereto. To the extent the Assumed Agreements are between Xcel or its Affiliates and an NRG Entity which is not a Debtor, NRG will cause such NRG Entity (i) to pay any and all amounts due to Xcel or its Affiliates under such Assumed Agreements and will ensure that such NRG Entity's obligations under such Assumed Agreements remains current, and (ii) to seek an order in a form acceptable to Xcel from the Bankruptcy Court authorizing the assumption of such Assumed Agreements in the event that such NRG Entity subsequently commences a case under the Bankruptcy Code.
- (n) There shall have been no amendments or supplements to the Confirmation Order, the NRG Plan, the Bar Date Order, Disclosure Statement, or the Disclosure Statement Order, other than those amendments or supplements approved by Xcel in writing.
- (o) The Effective Date for the NRG Plan, and the satisfaction of all of the other conditions set forth in this Section 8, shall have occurred by no later than December 15, 2003.

Should the "Effective Date" of this Agreement not occur, all obligations of the Parties set forth in this Agreement shall be null and void ab initio and all Xcel Released Causes of Action, NRG Released Causes of Action, and any other Claims, Causes of Action, remedies, defenses, setoffs, rights or other benefits of the Parties or any of their respective Affiliates shall be fully preserved without any estoppel, evidentiary or other effect of any kind or nature whatsoever. Upon Xcel's determination, which may not be unreasonably delayed, that each of the foregoing conditions has been satisfied in accordance with the terms of this Agreement, Xcel shall deliver a written notice to NRG stating as such and that the effective date of this Agreement has occurred. For purposes of any agreement or document contemplated by this Agreement, including the NRG Plan, the "Effective Date" of this Agreement shall be the date on which Xcel delivers to NRG such written notice. The "Effective Date" of this Agreement shall not occur unless and until such written notice has been delivered to NRG by Xcel.

9. Condition to NRG's Obligations Hereunder. All obligations of NRG under this Agreement are expressly subject to the execution by Xcel of the Tax Matters Agreement in the form agreed to by the Parties.
10. Termination. If all of the conditions set forth in section 8 of this Agreement shall not have occurred by December 15, 2003, this Agreement shall terminate on December 31, 2003 unless Xcel on or prior to such date shall have waived any such conditions or shall have extended such termination date, in each case by written notice delivered by Xcel to NRG. Upon the termination of this Agreement, all obligations of the Parties under this Agreement shall terminate and shall be of no further force and effect; provided, however, that any claim of any Party for breach of this Agreement shall survive termination and all rights and remedies with respect to such claims shall not be prejudiced in any way.
11. Indemnification by NRG. NRG shall, for itself and on behalf of each of the NRG Subsidiaries, and as agent for each NRG Subsidiary, indemnify, defend (or, where applicable, pay the reasonable defense costs for) and hold harmless the Released Parties from and against any and all Liabilities that any entity seeks to impose upon the Released Parties, or which are imposed upon the Released Parties, if and to the extent such Liabilities relate to, arise out of or result from the failure of any NRG Subsidiary to pay its creditors in full except to the extent provided for in the NRG Plan and except with respect to (i) LSP-Pike Energy, LLC, (ii) LSP-Nelson Energy, LLC, (iii) NRG Nelson Turbines, LLC, (iv) NRG Gila Bend Holdings, and (v) NRG Audrain Generating LLC, or the failure to have the provisions of sections 9.2, 9.3.B., 9.3.C., and 9.3.G. of the NRG Plan be fully applicable pursuant to a Final Order of the Bankruptcy Court to any Non-Plan Debtor or any NRG Subsidiary which subsequently becomes part of the Chapter 11 Cases or other bankruptcy cases or proceedings.
12. Release and Covenant Not to Sue.
 - (a) Release. As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, each of the NRG Entities, in their individual capacities and, to the extent applicable, as debtors in possession for and on behalf of their estates and any entity that may assert a Claim or Cause of Action derivatively or otherwise, hereby release and discharge, absolutely, unconditionally, irrevocably and forever, the Released Parties from any and all NRG Released Causes of Action.
 - (b) Applicability of Release to Transferees. The releases set forth in Section 12(a) above shall be binding upon all Transferees of the releasing party.
 - (c) Binding Effect of Releases. Each party to which the releases set forth in Section 12(a) above applies shall be deemed to have granted such release notwithstanding that it may hereafter discover facts in addition to, or different from, those which it now knows or believes to be true, and without regard to the subsequent discovery or existence of such different or additional facts, and such party expressly waives any and all rights that it may have under any statute or

common law principle, including section 1542 of the California Civil Code, which would limit the effect of such releases to those Claims or Causes of Action actually known or suspected to exist at the time of execution of the release. Section 1542 of the California Civil Code generally provides as follows: "a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him may have materially affected his settlement with the debtor."

- (d) NRG Entity Covenant Not to Sue. As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, each of the NRG Entities, in their individual capacities and, to the extent applicable, as debtors in possession for and on behalf of their estates and any entity that may assert a claim or cause of action derivatively or otherwise, hereby covenant and agree not to commence or prosecute any lawsuit or other legal action, proceeding, or arbitration against any of the Released Parties in respect of any and all NRG Released Causes of Action.
- (e) Xcel Covenant Not to Sue. As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, Xcel and, to the extent applicable, any entity that may assert a claim or cause of action derivatively or otherwise, hereby covenants and agrees not to commence or prosecute any lawsuit or other legal action, proceeding, or arbitration against any of the NRG Entities in respect of any and all Xcel Released Causes of Action.

13. Miscellaneous Provisions.

- (a) Specific Performance. It is understood and agreed that money damages would not be a sufficient remedy for any breach of this Agreement, and each non-breaching Party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for such breach.
- (b) Successors and Assigns. This Agreement is intended to bind and inure to the benefit of each of the Parties and each of their respective successors, assigns, heirs, executors, administrators, and representatives.
- (c) Governing Law; Jurisdiction. This Agreement will be governed by the laws of the State of New York, without regard to its conflicts of laws principles that would require the law of another jurisdiction to be applied. Through the first anniversary of the Effective Date, each of the Parties irrevocably (a) submits and consents in advance to the exclusive jurisdiction of the Bankruptcy Court for the purpose of any action or proceeding in which any NRG Entity is a party arising out of or relating to this Agreement; (b) agrees that all claims in respect to such action or proceeding may be heard and determined exclusively in such court; and (c) waives any objection that such Party may have based upon lack of personal jurisdiction, improper venue, or *forum non conveniens*.

- (d) **Entire Agreement.** This Agreement, the exhibits and schedules hereto, and the applicable provisions in the NRG Plan constitute the complete and entire agreement between the Parties with respect to the matters contained in this Agreement, and supersede all prior agreements, negotiations, and discussions between the Parties with respect thereto.
- (e) **Non-Reliance.** Each of the Parties acknowledges that, in entering into this Agreement, it is not relying upon any representations or warranties made by anyone other than those representations, warranties, terms and provisions expressly set forth in this Agreement, the exhibits and schedules hereto, and the applicable provisions in the NRG Plan.
- (f) **Notices.** Any notice required or desired to be served, given or delivered under this Agreement shall be in writing, and shall be deemed to have been validly served, given or delivered if provided by personal delivery, or upon receipt of fax delivery, as follows:
- (i) if to any of the NRG Entities, to Matthew A. Cantor, Kirkland & Ellis, Citigroup Center, 153 East 53rd Street, New York, New York 10022-4611, fax: 212-446-4900;
 - (ii) if to Xcel, to Brad B. Erens, Jones Day, 77 West Wacker, Chicago, Illinois, 60601-1692, fax: 312-782-8585, with a copy to Scott J. Friedman and Brian E. Greer, Jones Day, 222 East 41st Street, New York, New York 10017, fax: 212-755-7306; and
 - (iii) if to the Creditors' Committee (through its dissolution), to Evan D. Flaschen, Bingham McCutchen LLP, One State Street, Hartford, Connecticut 06103-3178.
- (g) **Amendment; Waiver.** It is expressly understood and agreed that this Agreement may not be altered, amended, modified or otherwise changed in any respect whatsoever except by a writing duly executed by authorized representatives of each of the Parties, and the Parties further acknowledge and agree that they will make no claim at any time or place that this Agreement has been orally supplemented, modified, or altered in any respect whatsoever. In addition, no failure on the part of any party to this Agreement to exercise, and no delay on its part in exercising, any right or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.
- (h) **No Admissions.** This Agreement shall in no event be construed as or be deemed to be evidence of an admission or concession on the part of the Parties of any Claim or any fault or liability or damages whatsoever. Each of them denies any and all wrongdoing or liability of any kind, and does not concede any infirmity in the Claims or defenses which it has asserted or would assert.

- (i) **Headings.** The headings of this Agreement are for reference only and shall not limit or otherwise affect the meaning hereof.
- (j) **Representation by Counsel.** Each Party acknowledges that it has been represented by counsel with this Agreement and the transactions contemplated herein. Accordingly, any rule of law or any legal decision that would provide any Party with a defense to the enforcement of the terms of this Agreement against such Party based upon lack of legal counsel shall have no application and is expressly waived.
- (k) **Interpretation.** This Agreement is the product of negotiations of the Parties, and in the enforcement or interpretation hereof, is to be interpreted in a neutral manner, and any presumption with regard to interpretation for or against any Party by reason of that Party having drafted or caused to be drafted this Agreement, or any portion hereof, shall not be effective in regard to the interpretation hereof.
- (l) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement. Delivery of an executed signature page of this Agreement by facsimile shall be as effective as delivery of a manually executed signature page of this Agreement.

NRG ENERGY INC. on its behalf and on
behalf of the NRG Subsidiaries

/s/ _____
By: _____
Its: _____

ARTHUR KILL POWER LLC

/s/ _____
By: _____
Its: _____

BAYOU COVE PEAKING POWER, LLC

/s/ _____
By: _____
Its: _____

XCEL ENERGY, INC.

/s/ _____
By: _____
Its: _____

ASTORIA GAS TURBINE POWER LLC

/s/ _____
By: _____
Its: _____

BERRIANS I GAS TURBINE POWER LLC

/s/ _____
By: _____
Its: _____

BIG CAJUN I PEAKING POWER LLC

/s/

By: _____

Its: _____

BRAZOS VALLEY ENERGY LP

/s/

By: _____

Its: _____

CABRILLO POWER II LLC

/s/

By: _____

Its: _____

CADILLAC RENEWABLE ENERGY LLC

/s/

By: _____

Its: _____

CAMAS POWER BOILER LP

/s/

By: _____

Its: _____

CHICKAHOMINY RIVER ENERGY CORP.

/s/

By: _____

Its: _____

BIG CAJUN II UNIT 4 LLC

/s/

By: _____

Its: _____

BRAZOS VALLEY TECHNOLOGY LP

/s/

By: _____

Its: _____

CABRILLO POWER LLC

/s/

By: _____

Its: _____

CAMAS POWER BOILER INC.

/s/

By: _____

Its: _____

CAPISTRANO COGENERATION
COMPANY

/s/

By: _____

Its: _____

CLARK POWER LLC

/s/

By: _____

Its: _____

COBEE ENERGY DEVELOPMENT LLC

/s/

By: _____

Its: _____

COBEE HOLDINGS INC.

/s/

By: _____

Its: _____

COMMONWEALTH ATLANTIC POWER LLC

/s/

By: _____

Its: _____

CONNECTICUT JET POWER LLC

/s/

By: _____

Its: _____

DEVON POWER LLC

/s/

By: _____

Its: _____

EASTERN SIERRA ENERGY COMPANY

COBEE HOLDINGS INC.

/s/

By: _____

Its: _____

COMMONWEALTH ATLANTIC LIMITED
PARTNERSHIP

/s/

By: _____

Its: _____

CONEMAUGH POWER LLC

/s/

By: _____

Its: _____

DENVER CITY ENERGY ASSOCIATES L.P.

/s/

By: _____

Its: _____

DUNKIRK POWER LLC

/s/

By: _____

Its: _____

EL SEGUNDO POWER II LLC

/s/

By: _____

Its: _____

EL SEGUNDO POWER II LLC

/s/

By: _____

Its: _____

ELK RIVER RESOURCE RECOVERY, INC.

/s/

By: _____

Its: _____

ENI CROCKETT LIMITED PARTNERSHIP

/s/

By: _____

Its: _____

ENIGEN INC.

/s/

By: _____

Its: _____

ESOCO ORRINGTON, INC.

/s/

By: _____

Its: _____

/s/

By: _____

Its: _____

EL SEGUNDO POWER LLC

/s/

By: _____

Its: _____

ENFIELD OPERATIONS, LLC

/s/

By: _____

Its: _____

ENIFUND, INC.

/s/

By: _____

Its: _____

ESOCO MOLOKAI, INC.

/s/

By: _____

Its: _____

ESOCO SOLEDAD, INC.

/s/

By: _____

Its: _____

ESOCO, INC.

/s/ _____

By: _____

Its: _____

GRANITE II HOLDING, LLC

/s/ _____

By: _____

Its: _____

HANOVER ENERGY COMPANY

/s/ _____

By: _____

Its: _____

INDIAN RIVER OPERATIONS INC.

/s/ _____

By: _____

Its: _____

JACKSON VALLEY ENERGY PARTNERS, L.P.

/s/ _____

By: _____

Its: _____

JAMES RIVER POWER LLC

/s/ _____

By: _____

Its: _____

GPP INVESTORS I, LLC

/s/ _____

By: _____

Its: _____

GRANITE POWER PARTNERS II, L.P.

/s/ _____

By: _____

Its: _____

HUNTLEY POWER LLC

/s/ _____

By: _____

Its: _____

INDIAN RIVER POWER LLC

/s/ _____

By: _____

Its: _____

JAMES RIVER COGENERATION COMPANY

/s/ _____

By: _____

Its: _____

KAUFMAN COGEN LP

/s/ _____

By: _____

Its: _____

KEYSTONE POWER LLC

/s/

By: _____

Its: _____

LAKEFIELD JUNCTION LLC

/s/

By: _____

Its: _____

LOUISIANA GENERATING LLC

/s/

By: _____

Its: _____

LSP BATESVILLE FUNDING CORPORATION

/s/

By: _____

Its: _____

LSP ENERGY INC.

/s/

By: _____

Its: _____

LSP EQUIPMENT, LLC

/s/

By: _____

Its: _____

KISSIMMEE POWER PARTNERS,
LIMITED PARTNERSHIP

/s/

By: _____

Its: _____

LONG BEACH GENERATION LLC

/s/

By: _____

Its: _____

LS POWER MANAGEMENT, LLC

/s/

By: _____

Its: _____

LSP BATESVILLE HOLDING LLC

/s/

By: _____

Its: _____

LSP ENERGY LP

/s/

By: _____

Its: _____

LSP-DENVER CITY, INC.

/s/

By: _____

Its: _____

LSP-HARDEE ENERGY, LLC

/s/ _____
By: _____
Its: _____

LSP-NELSON ENERGY, LLC

/s/ _____
By: _____
Its: _____

MERIDEN GAS TURBINES LLC

/s/ _____
By: _____
Its: _____

MID-CONTINENT POWER COMPANY, LLC

/s/ _____
By: _____
Its: _____

MINNESOTA WASTE PROCESSING
COMPANY,
LLC

/s/ _____
By: _____
Its: _____

LSP-KENDALL ENERGY, LLC

/s/ _____
By: _____
Its: _____

LSP-PIKE ENERGY, LLC

/s/ _____
By: _____
Its: _____

MIDATLANTIC GENERATION HOLDING
LLC

/s/ _____
By: _____
Its: _____

MIDDLETOWN POWER LLC

/s/ _____
By: _____
Its: _____

MM FT. SMITH ENERGY, LLC

/s/ _____
By: _____
Its: _____

MONTVILLE POWER LLC

/s/

By: _____

Its: _____

NEO BURNSVILLE, LLC

/s/

By: _____

Its: _____

NEO CHESTER-GEN LLC

/s/

By: _____

Its: _____

NEO CORPORATION

/s/

By: _____

Its: _____

NEO FT. SMITH LLC

/s/

By: _____

Its: _____

NEO LANDFILL GAS INC.

/s/

By: _____

Its: _____

NEO CALIFORNIA POWER LLC

/s/

By: _____

Its: _____

NEO CORONA LLC

/s/

By: _____

Its: _____

NEO ERIE LLC

/s/

By: _____

Its: _____

NEO FREEHOLD-GEN LLC

/s/

By: _____

Its: _____

NEO HACKENSACK, LLC

/s/

By: _____

Its: _____

NEO LANDFILL GAS HOLDINGS INC.

/s/

By: _____

Its: _____

NEO PHOENIX LLC

/s/ _____

By: _____

Its: _____

NEO PRIMA DESHECHA LLC

/s/ _____

By: _____

Its: _____

NEO RIVERSIDE LLC

/s/ _____

By: _____

Its: _____

NEO TAJIGUAS LLC

/s/ _____

By: _____

Its: _____

NEO WOODVILLE LLC

/s/ _____

By: _____

Its: _____

NORTHEAST GENERATION HOLDING LLC

/s/ _____

By: _____

Its: _____

NEO NASHVILLE LLC

/s/ _____

By: _____

Its: _____

NEO POWER SERVICES INC.

/s/ _____

By: _____

Its: _____

NEO SKB LLC

/s/ _____

By: _____

Its: _____

NEO TOLEDO-GEN LLC

/s/ _____

By: _____

Its: _____

NEO-MONTAUK GENCO MANAGEMENT
LLC

/s/ _____

By: _____

Its: _____

NORWALK POWER LLC

/s/ _____

By: _____

Its: _____

NRG AFFILIATE SERVICES INC.

/s/

By: _____

Its: _____

NRG ASHTABULA GENERATING LLC

/s/

By: _____

Its: _____

NRG ASIA-PACIFIC LTD.

/s/

By: _____

Its: _____

NRG AUDRAIN GENERATING LLC

/s/

By: _____

Its: _____

NRG BATESVILLE LLC

/s/

By: _____

Its: _____

NRG BAYOU COVE LLC

/s/

By: _____

Its: _____

NRG ARTHUR KILL OPERATIONS INC.

/s/

By: _____

Its: _____

NRG ASHTABULA OPERATIONS INC.

/s/

By: _____

Its: _____

NRG ASTORIA GAS TURBINE OPERATIONS
INC.

/s/

By: _____

Its: _____

NRG AUDRAIN HOLDING LLC

/s/

By: _____

Its: _____

NRG BAY SHORE OPERATIONS INC.

/s/

By: _____

Its: _____

NRG BOURBONNAIS EQUIPMENT LLC

/s/

By: _____

Its: _____

NRG BOURBONNAIS LLC

/s/ _____
By: _____
Its: _____

NRG BRAZOS VALLEY LP LLC

/s/ _____
By: _____
Its: _____

NRG CADILLAC INC.

/s/ _____
By: _____
Its: _____

NRG CAPITAL LLC

/s/ _____
By: _____
Its: _____

NRG COMLEASE LLC

/s/ _____
By: _____
Its: _____

NRG CONNECTICUT EQUIPMENT LLC

/s/ _____
By: _____
Its: _____

NRG BRAZOS VALLEY GP LLC

/s/ _____
By: _____
Its: _____

NRG BRAZOS VALLEY TECHNOLOGY LP
LLC

/s/ _____
By: _____
Its: _____

NRG CAPITAL II LLC

/s/ _____
By: _____
Its: _____

NRG CENTRAL U.S. LLC

/s/ _____
By: _____
Its: _____

NRG CONNECTICUT AFFILIATE SERVICES
INC.

/s/ _____
By: _____
Its: _____

NRG CONNECTICUT EQUIPMENT LLC

/s/ _____
By: _____
Its: _____

NRG CONNECTICUT GENERATING LLC

/s/ _____

By: _____

Its: _____

NRG DEVON OPERATIONS INC.

/s/ _____

By: _____

Its: _____

NRG EASTERN LLC

/s/ _____

By: _____

Its: _____

NRG ENERGY CENTER HARRISBURG, INC.

/s/ _____

By: _____

Its: _____

NRG ENERGY CENTER MINNEAPOLIS LLC

/s/ _____

By: _____

Its: _____

NRG DEVELOPMENT COMPANY INC.

/s/ _____

By: _____

Its: _____

NRG DUNKIRK OPERATIONS INC.

/s/ _____

By: _____

Its: _____

NRG EASTLAKE OPERATIONS INC.

/s/ _____

By: _____

Its: _____

NRG ENERGY CENTER DOVER LLC

/s/ _____

By: _____

Its: _____

NRG ENERGY CENTER PAXTON, INC.

/s/ _____

By: _____

Its: _____

NRG ENERGY CENTER PITTSBURGH LLC

/s/ _____

By: _____

Its:

NRG ENERGY CENTER SAN DIEGO LLC

/s/ _____

By: _____

Its:

NRG ENERGY CENTER SMYRNA LLC

/s/ _____

By: _____

Its:

NRG ENERGY JACKSON VALLEY I, INC.

/s/ _____

By: _____

Its:

NRG ENERGY JACKSON VALLEY II, INC.

/s/ _____

By: _____

Its:

NRG ENERGY CENTER ROCK TENN LLC

/s/ _____

By: _____

Its:

NRG ENERGY CENTER SAN FRANCISCO
LLC

/s/ _____

By: _____

Its:

NRG ENERGY CENTER WASHCO LLC

/s/ _____

By: _____

Its:

NRG ENERGY JACKSON VALLEY II, INC.

/s/ _____

By: _____

Its:

NRG ENERGY JACKSON VALLEY, INC.

/s/ _____

By: _____

Its:

NRG EQUIPMENT COMPANY LLC

/s/

By: _____

Its: _____

NRG GILA BEND HOLDINGS INC.

/s/

By: _____

Its: _____

NRG GRANITE ACQUISITION LLC

/s/

By: _____

Its: _____

NRG ILION LIMITED PARTNERSHIP

/s/

By: _____

Its: _____

NRG INTERNATIONAL DEVELOPMENT
INC.

/s/

By: _____

Its: _____

NRG INTERNATIONAL III INC.

/s/

By: _____

Its: _____

NRG FINANCE COMPANY I LLC

/s/

By: _____

Its: _____

NRG GILA BEND HOLDINGS, INC.

/s/

By: _____

Its: _____

NRG HUNTLEY OPERATIONS INC.

/s/

By: _____

Its: _____

NRG ILION LP LLC

/s/

By: _____

Its: _____

NRG INTERNATIONAL II INC.

/s/

By: _____

Its: _____

NRG INTERNATIONAL INC.

/s/

By: _____

Its: _____

NRG INTERNATIONAL SERVICES
COMPANY

/s/ _____

By: _____

Its: _____

NRG KAUFMAN LLC

/s/ _____

By: _____

Its: _____

NRG LAKEFIELD JUNCTION LLC

/s/ _____

By: _____

Its: _____

NRG LAKESHORE OPERATIONS INC.

/s/ _____

By: _____

Its: _____

NRG LATIN AMERICA, INC.

/s/ _____

By: _____

Its: _____

NRG MCCLAIN LLC

/s/ _____

By: _____

Its: _____

NRG INTERNATIONAL SERVICES
COMPANY.

/s/ _____

By: _____

Its: _____

NRG LAKEFIELD INC.

/s/ _____

By: _____

Its: _____

NRG LAKESHORE GENERATING LLC

/s/ _____

By: _____

Its: _____

NRG LATIN AMERICA INC.

/s/ _____

By: _____

Its: _____

NRG LOUISIANA LLC

/s/ _____

By: _____

Its: _____

NRG MESQUITE LLC

/s/ _____

By: _____

Its: _____

NRG MEXTRANS INC.

/s/

By: _____

Its: _____

NRG MIDATLANTIC GENERATING LLC

/s/

By: _____

Its: _____

NRG MIDDLETOWN OPERATIONS INC.

/s/

By: _____

Its: _____

NRG NELSON TURBINES LLC

/s/

By: _____

Its: _____

NRG NEW ROADS GENERATING LLC

/s/

By: _____

Its: _____

NRG NEWBERRY GENERATION LLC

/s/

By: _____

Its: _____

NRG MIDATLANTIC AFFILIATE SERVICES
INC.

/s/

By: _____

Its: _____

NRG MIDATLANTIC LLC

/s/

By: _____

Its: _____

NRG MONTVILLE OPERATIONS INC.

/s/

By: _____

Its: _____

NRG NEW JERSEY ENERGY SALES LLC

/s/

By: _____

Its: _____

NRG NEW ROADS HOLDINGS LLC

/s/

By: _____

Its: _____

NRG NORTH CENTRAL OPERATIONS INC.

/s/

By: _____

Its: _____

NRG NORTHEAST AFFILIATE SERVICES
INC.

/s/ _____
By: _____
Its: _____

NRG NORTHERN OHIO GENERATING LLC

/s/ _____
By: _____
Its: _____

NRG OHIO ASH DISPOSAL LLC

/s/ _____
By: _____
Its: _____

NRG OSWEGO HARBOR POWER
OPERATIONS INC.

/s/ _____
By: _____
Its: _____

NRG PEAKER FINANCE COMPANY LLC

/s/ _____
By: _____
Its: _____

NRG NORTHEAST GENERATING LLC

/s/ _____
By: _____
Its: _____

NRG NORWALK HARBOR OPERATIONS
INC.

/s/ _____
By: _____
Its: _____

NRG OPERATING SERVICES, INC.

/s/ _____
By: _____
Its: _____

NRG PACGEN INC.

/s/ _____
By: _____
Its: _____

NRG POWER MARKETING INC.

/s/ _____
By: _____
Its: _____

NRG POWER OPTIONS INC.

/s/

By: _____

Its: _____

NRG ROCKFORD ACQUISITION LLC

/s/

By: _____

Its: _____

NRG ROCKFORD EQUIPMENT LLC

/s/

By: _____

Its: _____

NRG ROCKFORD LLC

/s/

By: _____

Its: _____

NRG SABINE RIVER WORKS GP LLC

/s/

By: _____

Its: _____

NRG SERVICES CORPORATION

/s/

By: _____

Its: _____

NRG PROCESSING SOLUTIONS LLC

/s/

By: _____

Its: _____

NRG ROCKFORD EQUIPMENT II LLC

/s/

By: _____

Its: _____

NRG ROCKFORD II LLC

/s/

By: _____

Its: _____

NRG ROCKY ROAD LLC

/s/

By: _____

Its: _____

NRG SABINE RIVER WORKS LP LLC

/s/

By: _____

Its: _____

NRG SOUTH CENTRAL AFFILIATE
SERVICES INC.

/s/

By: _____

Its: _____

NRG SOUTH CENTRAL GENERATING LLC

/s/ _____

By: _____

Its: _____

NRG STERLINGTON POWER LLC

/s/ _____

By: _____

Its: _____

NRG SUNNYSIDE OPERATIONS LP INC.

/s/ _____

By: _____

Its: _____

NRG TELOGIA POWER LLC

/s/ _____

By: _____

Its: _____

NRG THERMAL OPERATING SERVICES LLC

/s/ _____

By: _____

Its: _____

NRG TURBINES LLC

/s/ _____

By: _____

Its: _____

NRG SOUTH CENTRAL OPERATIONS INC.

/s/ _____

By: _____

Its: _____

NRG SUNNYSIDE OPERATIONS GP INC.

/s/ _____

By: _____

Its: _____

NRG TELOGIA POWER LLC

/s/ _____

By: _____

Its: _____

NRG THERMAL CORPORATION

/s/ _____

By: _____

Its: _____

NRG THERMAL SERVICES, INC.

/s/ _____

By: _____

Its: _____

NRG VALMY POWER HOLDINGS LLC

/s/ _____

By: _____

Its: _____