

NRG VALMY POWER LLC

/s/

By: _____

Its: _____

NRG WESTERN AFFILIATE SERVICES INC.

/s/

By: _____

Its: _____

O BRIEN COGENERATION, INC. II

/s/

By: _____

Its: _____

OKEECHOBEE POWER II, INC.

/s/

By: _____

Its: _____

ONSITE ENERGY, INC.

/s/

By: _____

Its: _____

ORRINGTON WASTE, LTD. LIMITED
PARTNERSHIP

/s/

By: _____

Its: _____

NRG WEST COAST INC.

/s/

By: _____

Its: _____

NRG WOODLAND OPERATIONS LLC

/s/

By: _____

Its: _____

OKEECHOBEE POWER I, INC.

/s/

By: _____

Its: _____

OKEECHOBEE POWER III, INC.

/s/

By: _____

Its: _____

ONSITE MARIANAS CORPORATION

/s/

By: _____

Its: _____

OSWEGO HARBOR POWER LLC

/s/

By: _____

Its: _____

PACIFIC CROCKETT ENERGY INC.

/s/ _____
By: _____
Its: _____

PACIFIC GENERATION COMPANY

/s/ _____
By: _____
Its: _____

PACIFIC GENERATION HOLDINGS
COMPANY

/s/ _____
By: _____
Its: _____

PACIFIC KINGSTON ENERGY, INC.

/s/ _____
By: _____
Its: _____

PACIFIC-MT. POSO CORPORATION

/s/ _____
By: _____
Its: _____

PACIFIC CROCKETT HOLDINGS, INC.

/s/ _____
By: _____
Its: _____

PACIFIC GENERATION DEVELOPMENT
COMPANY

/s/ _____
By: _____
Its: _____

PACIFIC GENERATION RESOURCES
COMPANY

/s/ _____
By: _____
Its: _____

PACIFIC ORRINGTON ENERGY, INC.

/s/ _____
By: _____
Its: _____

PACIFIC-MT. POSO CORPORATION

/s/ _____
By: _____
Its: _____

PENOBSCOT ENERGY RECOVERY
COMPANY
LIMITED PARTNERSHIP

/s/

By: _____

Its: _____

ROCKY ROAD POWER, LLC

/s/

By: _____

Its: _____

SAGUARO POWER LLC

/s/

By: _____

Its: _____

SAN JOAQUIN VALLEY ENERGY I, INC.

/s/

By: _____

Its: _____

SAN JOAQUIN VALLEY ENERGY IV, INC.

/s/

By: _____

Its: _____

REID GARDNER POWER LLC

/s/

By: _____

Its: _____

SAGUARO POWER COMPANY, L.P.

/s/

By: _____

Its: _____

SAN BERNARDINO LANDFILL GAS
LIMITED
PARTNERSHIP

/s/

By: _____

Its: _____

SAN JOAQUIN VALLEY ENERGY I, INC.

/s/

By: _____

Its: _____

SOMERSET OPERATIONS INC.

/s/

By: _____

Its: _____

SOMERSET POWER LLC

/s/ _____
By: _____
Its: _____

SOUTHWEST GENERATION LLC

/s/ _____
By: _____
Its: _____

STATOIL ENERGY
POWER/PENNSYLVANIA, INC.

/s/ _____
By: _____
Its: _____

TELOGIA POWER INC.

/s/ _____
By: _____
Its: _____

TIMBER ENERGY RESOURCES, INC.

/s/ _____
By: _____
Its: _____

SOUTH CENTRAL GENERATION HOLDING
LLC

/s/ _____
By: _____
Its: _____

SOUTHWEST POWER HOLDINGS LLC

/s/ _____
By: _____
Its: _____

TACOMA ENERGY RECOVERY COMPANY

/s/ _____
By: _____
Its: _____

TERMO SANTANDER HOLDING
(ALPHA) LLC

/s/ _____
By: _____
Its: _____

VALMY POWER LLC

/s/ _____
By: _____
Its: _____

VIENNA OPERATIONS INC.

/s/

By:

Its:

WCP (GENERATION) HOLDINGS LLC

/s/

By:

Its:

VIENNA POWER LLC

/s/

By:

Its:

WEST COAST POWER LLC

/s/

By:

Its:

Schedule A

(Global Steering Committee)

Credit Suisse First Boston
ABN AMRO Bank N.V.
Abbey National Treasury Services plc
Australia & New Zealand Banking Group Limited
Bank of America N.A.
Barclays Bank plc
Citibank
Crédit Lyonnais
Deutsche Bank AG
Bayerische Hypo-Und Vereinsbank AG
ING Capital LLC
JP Morgan Chase
The Royal Bank of Scotland plc
Société Générale
TD Securities
Westdeutsche Landesbank Girozentrale, New York Branch

Schedule B

(Notes)

Issuance	Issue Amount	Indenture Date	Maturity
6.750% Senior Notes	\$340 million	March 13, 2001; July 16, 2001	July 15, 2006
7.500% Senior Notes	\$250 million	June 1, 1997	June 15, 2007
7.500% Senior Notes	\$300 million	May 25, 1999	June 1, 2009
7.625% Senior Notes	\$125 million	January 21, 1996	February 1, 2006
7.750% Senior Notes	\$350 million	March 13, 2001; April 5, 2001	April 1, 2011
7.970% Senior Notes (ROARS)	\$233 million	March 20, 2000	March 15, 2020
8.000% Senior Notes (ROARS)	\$240 million	November 8, 1999	November 1, 2013
8.250% Senior Notes	\$350 million	September 11, 2000.	September 15, 2010
8.625% Senior Notes	\$500 million	March 13, 2001; April 5, 2001; July 16, 2001	April 1, 2031
6.500% Equity Unit Bond	\$287.5 million	March 13, 2001	May 16, 2006
8.700% Senior Notes (issued in connection with a certain debt and derivative transaction to synthetically issue £160 million debt)	\$250 million	March 20, 2000	March 15, 2005

Schedule 5(a)(i)

(Certain Obligations and Arrangements Between Xcel and NRG)

Guarantees

Counterparty	Physical/ Financial	Commodity	Amount of Guaranty	Date Guaranty Expires or Expired (NOTE "A")
AEP Energy Services, Inc.	FINANCIAL	ALL		
American Electric Power Service Corp	FINANCIAL	ALL	\$ 7,000,000	12/31/2002
American Electric Power Service Corp	PHYSICAL	ELECTRIC		
Aquila Merchant Services, Inc.	FINANCIAL	ALL		
Aquila Merchant Services, Inc.	PHYSICAL	ELECTRIC	\$ 10,000,000	10/12/2002
Aquila Merchant Services, Inc.	PHYSICAL	NAT GAS		
Bank of America, N.A	FINANCIAL	ALL	\$ 10,000,000	8/31/2003
Consolidated Edison Energy, Inc.	PHYSICAL	ELECTRIC	\$ 10,000,000	12/31/2003
Constellation Power Source, Inc.	FINANCIAL	ALL		
Constellation Power Source, Inc.	PHYSICAL	ELECTRIC	\$ 15,000,000	7/31/2003
Duke Energy Trading & Marketing LLC	FINANCIAL	ALL		
Duke Energy Trading & Marketing LLC	PHYSICAL	ELECTRIC	\$ 15,000,000	5/24/2003
Duke Energy Trading & Marketing LLC	PHYSICAL	NAT GAS		
El Paso Merchant Energy, L.P.	FINANCIAL	ALL		
El Paso Merchant Energy, L.P.	PHYSICAL	ELECTRIC	\$ 12,000,000	2/28/2002
El Paso Merchant Energy, L.P.	PHYSICAL	NAT GAS		
Entergy-Koch Trading, LP	FINANCIAL	ALL		
Entergy-Koch Trading, LP	PHYSICAL	ELECTRIC	\$ 8,500,000	3/31/2003
Entergy-Koch Trading, LP	PHYSICAL	NAT GAS		
Exelon Generation Company, LLC	FINANCIAL	ALL		
Exelon Generation Company, LLC	PHYSICAL	ELECTRIC	\$ 7,000,000	3/31/2003
HQ Energy Services (U.S.) Inc.	(tolling agmt)	(tolling agmt)	Terminated, Effective 11/30/02	(n/a)
J. Aron & Company	FINANCIAL	ALL	\$ 10,000,000	1/31/2004
Morgan Stanley Capital Group Inc.	FINANCIAL	ALL	\$ 15,000,000	9/30/2003
Morgan Stanley Capital Group Inc.	PHYSICAL	ELECTRIC		
PG&E Energy Trading - Gas Corporation	FINANCIAL	ALL	\$ 2,000,000	12/31/2002
PG&E Energy Trading - Gas Corporation	PHYSICAL	NAT GAS		
PG&E Energy Trading - Power, L.P.	FINANCIAL	ALL	\$ 9,000,000	12/31/2002
PG&E Energy Trading - Power, L.P.	PHYSICAL	ELECTRIC		
PJM Interconnection, LLC	FINANCIAL	ALL	\$ 17,000,000	\$12M 4/30/03,
PJM Interconnection, LLC	PHYSICAL	ELECTRIC		\$ 5M 7/31/03
Select Energy, Inc.	FINANCIAL	ALL		
Select Energy, Inc.	PHYSICAL	ELECTRIC	\$ 3,000,000	8/31/2002
Sprague Energy Corp.	FINANCIAL	ALL	\$ 4,000,000	11/30/2003
Sprague Energy Corp.	PHYSICAL	NAT GAS		
Williams Energy Marketing & Trading	FINANCIAL	ALL	Terminated,	
Williams Energy Marketing & Trading	PHYSICAL	ELECTRIC	Effective 11/15/02	(n/a)
Atlantic City Electric Company, dba Conectiv (BGS Auction)	FINANCIAL	ALL	\$ 11,500,000	7/31/2003
NEPOOL	PHYSICAL	ELECTRIC	\$ 60,000,000	12/31/2003
Obligation total, for the counterparties from above			\$226,000,000	
Obligation total above covered under Xcel guaranties or assignments			\$226,000,000	

NOTE "A":

Any transactions that were entered into with a CP on or before the expiration date of the guaranty will be covered through the duration of the trade(s) on an "evergreen" basis. Thus, for Aquila, El Paso, and PGET Power, all trade obligations of NRG were entered into prior to the expiration dates of those guaranties, even though the periods ultimately covered under those trade obligations are relatively far out into the future (to 12/03 for Aquila and PGET Power, to 12/06 for El Paso). The inclusion of a guaranty or other item on this Schedule VI.D, which has expired shall not be deemed a statement that such guaranty or other item is otherwise effective or in force or effect.

Bonds

Bond Number	Principal	Amount	Description	Obligee
INDEMNIFIED BY XCEL ENERGY:				
ST. PAUL BONDS				
400SD3190	NRG Processing Solutions LLC	\$ 20,000.00	License Bond	Hennepin County
400SF4076	NRG Energy Center Pittsburgh	\$ 75,000.00	Street Opening Bond	City of Pittsburgh
400SH7762	Meriden Gas Turbines, LLC	\$ 876,800.00	Subdivision Bond	City of Meriden
400SH7763	Meriden Gas Turbines, LLC	\$ 768,490.00	Subdivision Bond	City of Meriden
Sub-Total St. Paul		\$1,740,290.00		
SAFECO BONDS				
6161831	Xcel Energy, Inc.	\$ 20,000.00	Solid Waste Facility Bond	County of Hennepin
Sub-Total Safeco		\$ 20,000.00		
CNA BONDS				
929214989	NRG Energy Center	\$ 100,000.00	Highway Occupancy Permit Obligation Bond	PA Dept. of Trans
929215308	NRG Power Marketing, Inc.	\$ 250,000.00	License Bond	Pennsylvania Public Utility Commission
929215309	NRG Energy Center San Diego LLC	\$ 5,000.00	Franchise Bond	City of San Diego
929222788	NRG Processing Solutions LLC	\$ 100,000.00	Tree & Yard Waste Permit Bond	Scott County
929222789	NRG Processing Solutions LLC	\$ 45,000.00	Yard Waste Composting & Processing Facility Permit Bond	Dakota County
929222790	NRG Processing Solutions LLC	\$ 72,400.00	Solid Waste Facility Permit Bond	Dakota County
929222795	NRG Power Marketing, Inc.	\$1,000,000.00	Bond of Distributor of Automotive Fuel	State of New York
929222796	NRG Power Marketing Inc.	\$1,000,000.00	Motor Fuels Tax Bond	State of New Jersey
929224970	NRG Processing Solutions LLC	\$ 100,000.00	Waste Facility License & Permit Bond	County of Anoka
929224971	NRG Processing Solutions LLC	\$ 25,000.00	Waste Facility License/Permit Bond	County of Anoka
929224973	El Segundo Power LLC	\$ 10,000.00	Lease Bond	State of California
929224975	MM SKB Energy LLC	\$ 19,215.00	Processing Facility Bond	Commonwealth of PA
929224986	Dunkirk Power LLC	\$ 25,000.00	Bond of Distributor of Automotive Fuel	State of New York
929224987	Huntley Power LLC	\$ 35,000.00	Bond of Distributor of Automotive Fuel	State of New York
929225083	NRG Northeast Affiliate Services, Inc.	\$ 29,000.00	Workers' Compensation Bond	State of New York
929231861	NRG Ilion LP LLC	\$ 52,308.00	Utility Payment Bond	Niagra Mohawk Power Corp.
929239784	NRG Energy Center Pittsburgh LLC	\$ 80,000.00	Highway Restoration & Maintenance Bond	Commonwealth of PA
929239794	Dunkirk Power, LLC	\$ 53,000.00	Mined Land Reclamation Bond	State of New York
929239797	Cabrillo Power LLC	\$ 100,000.00	Lease Bond	State of California
929239799	NRG Energy	\$1,500,000.00	Permit Bond	City of St. Paul, MN
929242598	Arthur Kill Power LLC	\$ 10,000.00	Performance Bond	Department of Energy Conservation

[Additional columns below]

[Continued from above table, first column(s) repeated]

Bonds

Bond Number	Principal	Eff Date	Exp Date	Premium	Surety	Div.	Indemnity
INDEMNIFIED BY XCEL ENERGY:							
ST. PAUL BONDS							
400SD3190	NRG Processing Solutions LLC	6/30/2002	6/30/2003	\$ 200.00	St. Paul NRG		Yes
400SF4076	NRG Energy Center Pittsburgh	5/15/2002	5/15/2003	\$ 300.00	St. Paul NRG		Yes
400SH7762	Meriden Gas Turbines, LLC	8/24/2001	8/24/2003	\$1,754.00	St. Paul NRG		Yes
400SH7763	Meridan Gas Turbines, LLC	8/24/2001	8/24/2003	\$1,537.00	St. Paul NRG		Yes
Sub-Total St. Paul				\$3,791.00			
SAFECO BONDS							
6161831	Xcel Energy, Inc.	8/9/2002	8/9/2003	\$ 200.00	Safeco NRG		Yes
Sub-Total Safeco				\$ 200.00			
CNA BONDS							
929214989	NRG Energy Center	9/21/2002	9/21/2003	\$ 450.00	CNA NRG		Yes
929215308	NRG Power Marketing, Inc.	9/12/2002	9/12/2003	\$2,250.00	CNA NRG		Yes
929215309	NRG Energy Center San Diego LLC	9/2/2002	9/2/2003	\$ 100.00	CNA NRG		Yes
929222788	NRG Processing Solutions LLC	10/12/2002	10/12/2003	\$ 560.00	CNA NRG		Yes
929222789	NRG Processing Solutions LLC	10/10/2002	10/10/2003	\$ 252.00	CNA NRG		Yes
929222790	NRG Processing Solutions LLC	10/10/2002	10/10/2003	\$ 405.00	CNA NRG		Yes
929222795	NRG Power Marketing, Inc.	10/12/2002	10/12/2003	\$2,250.00	CNA NRG		Yes
929222796	NRG Power Marketing Inc.	10/12/2002	10/12/2003	\$2,250.00	CNA NRG		Yes
929224970	NRG Processing Solutions LLC	11/17/2002	11/17/2003	\$ 560.00	CNA NRG		Yes
929224971	NRG Processing Solutions LLC	11/17/2002	11/17/2003	\$ 140.00	CNA NRG		Yes
929224973	El Segundo Power LLC	11/9/2002	11/9/2003	\$ 100.00	CNA NRG		Yes
929224975	MM SKB Energy LLC	11/25/2002	11/25/2003	\$ 108.00	CNA NRG		Yes
929224986	Dunkirk Power LLC	1/1/2003	1/1/2004	\$ 100.00	CNA NRG		Yes
929224987	Huntley Power LLC	1/2/2003	1/3/2004	\$ 100.00	CNA NRG		Yes
929225083	NRG Northeast Affiliate Services, Inc.	12/31/2002	12/31/2003	\$ 351.00	CNA NRG		Yes
929231861	NRG Ilion LP LLC	12/12/2002	12/12/2003	\$ 471.00	CNA NRG		Yes
929239784	NRG Energy Center Pittsburgh LLC	6/18/2002	6/18/2003	\$ 160.00	CNA NRG		Yes
929239794	Dunkirk Power, LLC	5/15/2002	5/15/2003	\$ 106.00	CNA NRG		Yes
929239797	Cabrillo Power LLC	5/21/2002	5/21/2003	\$ 175.00	CNA NRG		Yes
929239799	NRG Energy	5/23/2002	5/23/2003	\$2,625.00	CNA NRG		Yes
929242598	Arthur Kill Power LLC	3/18/2002	3/18/2003	\$ 50.00	CNA NRG		Yes

Bonds				
Bond Number	Principal	Amount	Description	Obligee
Sub-Total CAN		\$4,610,923.00		
TOTAL INDEMNIFIED BY XCEL ENERGY		\$6,371,213.00		
NON-INDEMNIFIED BONDS				
U668424	NRG Energy, Inc	\$ 30,000.00	Solid Waste Management Bond	County of Washington
Total All NRG Bonds		\$6,401,213.00		

[Additional columns below]

[Continued from above table, first column(s) repeated]

Bonds							
Bond Number	Principal	Eff Date	Exp Date	Premium	Surety	Div.	Indemnity
Sub-Total CAN				13,563.00			
TOTAL INDEMNIFIED BY XCEL ENERGY				\$17,554.00			
NON-INDEMNIFIED BONDS							
U668424	NRG Energy, Inc	1/20/1999	1/20/2004	\$ 400.00	Reliance	NRG	No
Total All NRG Bonds				\$17,954.00			

Other Indemnification Obligations

Agreement and Consent for Transfer to NRG between Northern States Power Company, NRG Energy, Inc., Anoka County, Hennepin County, Sherburne County, and Tri-County Solid Waste Management Committee dated on or about August 20, 2001.

Affirmation Agreement between Northern States Power Company and NRG Energy, Inc. dated August 8, 1993.

Other Guaranty and Credit Support Obligations

Guarantees of employment agreements for three NRG employees.

Deposit in the amount of \$5,162,790 relating to security deposit posted by an Xcel subsidiary in connection with a certain purchase agreement between such subsidiary and General Electric International, Inc., dated October 3, 2000

Schedule 5(b)(i)

(Intercompany Claims Owing to Xcel)

All amounts owed by NRG or any Affiliate to Xcel or any Affiliate in connection with various payments made by Xcel in connection with the Guarantees.

All amounts owed by NRG or any Affiliate to Xcel or any Affiliate in connection with the Services Agreement.

All amounts owed by NRG or any Affiliate to Xcel or any Affiliate in connection with various Northern States Power Company and other agreements listed on Schedule 8(m).

All amounts owed by NRG or any Affiliate to Xcel or any Affiliate in connection with various engineering services.

All amounts owed by NRG or any Affiliate to Xcel or any Affiliate in connection with e prime.

All amounts owed by NRG or any Affiliate to Xcel or any Affiliate in connection with NSP-Wisconsin.

All amounts owed by NRG or any Affiliate to Xcel or any Affiliate in connection with PSCo.

All amounts, if any, owed by NRG or any Affiliate to Xcel or any Affiliate for NRG's own utility usage.

Schedule 8(m)

(Assumed Agreements)

Agreement for the Use and Operation of Certain Facilities Located at the High Bridge Plant between Northern States Power Company and NRG Energy Center - Rock Tenn LLC, dated Jan. 23, 2002.

Agreement for the Sale of Thermal Energy and Wood Byproduct between Northern States Power Company and NRG Thermal f/k/a Norencor Corporation, dated November 16, 1989.

Refuse Derived Fuel Supply Agreement between Northern States Power Company and NRG Resource Recovery, Inc." (not dated) (Term: 1-1-1992 to 12-31-2001, automatically renewing for five year terms thereafter, unless terminated by six month written notice.)

Lease and Agreement between Northern States Power Company and Minnesota Waste Processing Company, L.L.C. dated September 13, 1994.

Lease and Agreement between Northern States Power Company and NRG Energy Inc. dated July 21, 1997.

Short Term Coal Agreement for the Sale of Coal from Northern States Power Company (dba Xcel Energy, Seller) to NRG Energy Center-Rock Tenn LLC (Buyer) dated January 6, 2003.

Letter Agreement between e prime and NRG Energy, Inc. dated on or about February 25, 2003.

Agreement For Consulting Services Between NRG Energy, Inc. And Utility Engineering Corporation dated May 22, 2000.

Exhibit A
(9019 Motion)

Exhibit B

(Ballots)

Exhibit C
(Bar Date Order)

Exhibit D

(Confirmation Order)

Provisions which must be contained in the Confirmation Order:

The Support Agreement Claims belong solely and exclusively to NRG and not to any creditor of NRG or of any other NRG Entity, and the Support Agreement Claims are fully released as to all entities as of the Effective Date, subject to payment in full of the Support Agreement Amount.

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 any right or interest that they might otherwise have in the Xcel Tax Benefit.

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.

A provision approving and fully incorporating all provisions set forth in Sections 9.2 and 9.3 of the NRG Plan.

A provision mandating that the NRG Released Causes of Action are released.

A provision approving this Agreement, the Employee Matters Agreement, the Release-Based Amount Agreement, the Tax Matters Agreement, the Xcel Plan Note, and all other agreements and documents contemplated by this Agreement or the Separate Bank Release Agreement.

A finding and holding that the right and obligation of any holder of a NRZ equity unit to purchase common shares of Xcel was terminated as of the Petition Date.

A provision approving the assumption by the Debtors of the Assumed Agreements and requiring the prompt payment by the Debtors in cash of the Cure Obligations upon entry of the Confirmation Order.

A provision mandating that any agreement between the Debtors and Xcel (or any Affiliate) that is not an Assumed Agreement shall be rejected by the Debtors as of the Effective Date.

A finding that this Agreement, and the payments by Xcel and releases provided by Xcel hereunder, constitute a direct benefit to NRG and an indirect benefit to each of the other NRG Entities including the Non-Plan Debtors.

A finding that this Agreement is essential and integral to the NRG Plan.

A provision approving the 9019 Motion.

A provision providing that the automatic stay in the Non-Plan Debtors' Chapter 11 Cases, to the extent applicable, be modified to the extent necessary to permit Xcel to exercise any and all rights it has with respect to the D&O Policies.

Exhibit E
(Disclosure Statement)

Exhibit F
(Disclosure Statement Order)

Exhibit G
(Employee Matters Agreement)

Exhibit H
(NRG Plan)

Exhibit I
(Release-Based Amount Agreement)

Exhibit J
(Separate Bank Release Agreement)

Exhibit K
(Tax Matters Agreement)

Exhibit L
(Xcel Plan Note)

SEPARATE BANK SETTLEMENT GROUP RELEASE AGREEMENT

This Separate Bank Settlement Group Release Agreement (this "Release") is made as of the Confirmation Date (defined below) by and among (i) each of the lenders party to the NRG Unsecured Revolver Agreement, the NRG Letter of Credit Facility, and the NRG FinCo Secured Revolver Agreement, each as defined below (collectively, the "Releasors") for themselves and their respective successors; assigns; Transferees (as defined below); and current and former officers, directors, agents, and employees, in each case in their capacity as such, and any other person or entity that could initiate or continue litigation, arbitrations or proceedings on behalf of any of the foregoing parties, and (ii) Xcel Energy Inc. ("Xcel" and together with the Releasors, the "Parties"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows.

A. DEFINITIONS

1. *Bankruptcy Code* means title 11 of the United States Code.
2. *Bankruptcy Court* means the United States Bankruptcy Court for the Southern District of New York which has jurisdiction over the Chapter 11 Cases.
3. *Cause of Action* means 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 Plan Effective Date.
4. *Chapter 11 Cases* means the cases under chapter 11 of the Bankruptcy Code commenced by the Debtors in the United States Bankruptcy Court for the Southern District of New York on May 14, 2003 and jointly administered under Case No. 03-13024 (PCB).
5. *Claim* has the meaning set forth in section 101(5) of title 11 of the United States Code and shall be deemed to include any "Claim" arising on or after the Petition Date through and including the Plan Effective Date.
6. *Confirmation Date* means the date on which there occurs the entry of an order confirming the Plan on the docket of the Bankruptcy Court.
7. *Debtors* means NRG, NRGenerating Holdings (No. 23) B.V., NRG Power Marketing Inc., NRG Capital LLC, NRG Finance Company I LLC.
8. *Escrow Agent* means an institution acceptable to each of the administrative agents under the Lender Facilities specified to Xcel prior to the Confirmation Date.

9. *Escrow Agreement* means the agreement between each of the administrative agents under the Lender Facilities and the Escrow Agent, a copy of which will be provided to Xcel prior to the Confirmation Date.

10. *Final Order* means 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.

11. *Lender Facilities* means the NRG Unsecured Revolver Agreement, the NRG Letter of Credit Facility, and the NRG FinCo Secured Revolver Agreement.

12. *N-Cad Letters of Credit* means that certain letter of credit bearing reference number NZS473827, in an amount of \$2,850,000 collectively with the letter of credit bearing reference number 2890/8200, in the amount of \$1,850,000 and the letter of credit bearing reference number US5978, in the initial amount of \$3,900,000.

13. *NRG FinCo Secured Revolver Agreement* shall have the meaning ascribed in Exhibit F to the Plan.

14. *NRG Letter of Credit Facility* shall have the meaning ascribed in Exhibit F to the Plan.

15. *NRG* means NRG Energy, Inc., a Delaware corporation and a debtor in the Chapter 11 Cases.

16. *NRG Unsecured Revolver Agreement* shall have the meaning ascribed in Exhibit F to the Plan.

17. *NRG Subsidiaries* means NRG's direct and indirect majority-owned subsidiaries.

18. *Petition Date* means May 14, 2003.

19. *Plan* means the Debtors' Third Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code dated , 2003.

20. *Plan Effective Date* means the "Effective Date" of the Plan, as such term is defined in Exhibit F to the Plan.

21. *Release* shall have the meaning ascribed to it in the preamble of this Release.

22. *Release Effective Date* shall have the meaning ascribed to it in Section F of this Release.

23. *Released Parties* means: (i) Xcel and any officer, director, employee, affiliate (other than NRG and the NRG Subsidiaries), agent, or other party acting on behalf of Xcel or an

affiliate of Xcel (other than NRG and the NRG Subsidiaries), in each case, in their capacity as such, 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).

24. *Releasor* shall have the meaning ascribed in the Preamble.

25. *Separate Bank Settlement Group* shall mean all lenders party to the Lender Facilities or their Transferees.

26. *Separate Bank Settlement Payment* means the payment by Xcel on the Xcel Payment Date of \$112 million in cash, pursuant to or in connection with the Plan, to NRG on behalf of and in trust for the Separate Bank Settlement Group that will be concurrently paid by NRG to the Escrow Agent on the Xcel Payment Date.

27. *Settlement Agreement* shall mean that settlement agreement among Xcel, NRG, and each of the NRG Subsidiaries that are signatories thereto, dated as of the Confirmation Date.

28. *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 under the Lender Facilities, in whole or in part, or any interest therein, (b) the grant of any proxies, deposit of any claims under the Lender Facilities into a voting trust, or the entry into a voting agreement with respect to any of such claims, and/or (c) the sale, transfer, assignment, pledge, or other disposal, directly or indirectly, of any right, title or interest in respect of any and all claims that are being released hereunder other than those under the Lender Facilities.

29. *Transferee* means any party who obtains, at any time, a Transfer from a Releasor.

30. *Xcel* shall have the meaning ascribed in the preamble to this Release.

31. *Xcel Guaranties* means several hundred million dollars of guaranties granted by Xcel to a number of NRG's trading counterparties as credit support for NRG's trading transaction.

32. *Xcel Payment Date* means the later of (i) 90 days after the Confirmation Date, and (ii) one business day after the Plan Effective Date.

B. RELEASE OF CLAIMS

The Releasors, for themselves and on behalf of each of the other parties set forth in the preamble to this Release (collectively with the Releasors, the "Releasing Parties"), subject to Xcel's payment of the Separate Bank Settlement Payment as set forth in Section D hereof, without reservation or condition, do hereby fully acquit and waive, release and forever discharge the Released Parties from all Claims or Causes of Action of any kind or nature, whether known or unknown, which any Releasor, or a Transferee thereof, directly or indirectly, has or may have against any of the Released Parties related in any manner to or arising in any manner in respect of such Releasor's or Transferee's loans, financings, letter of credit facilities and other financing and support facilities provided to NRG or any of the NRG Subsidiaries, such Claims to include,

without limitation (i) 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; (ii) any Claims arising out of illegal dividends or similar theories of liability; (iii) any Claims asserting veil piercing, alter ego liability or any similar theory; (iv) any Claims based upon unjust enrichment; (v) any Claims for breach of fiduciary duty; (vi) any Claims for fraud, misrepresentation or any state or federal securities law violations; (vii) any Claims for indemnification, reimbursement, contribution, subrogation; (viii) any Claims against Xcel or any of the Released Parties asserting liability of any of the Released Parties for false and misleading representations and warranties made by NRG under or in connection with any of the NRG Unsecured Revolver Agreement, the NRG FinCo Secured Revolver Agreement, or the NRG Letter of Credit Facility; and (ix) any other Claims under any theory of law or equity, obligations, suits, judgments, remedies, demands, setoffs, defenses, recoupments, crossclaims, counterclaims, third-party Claims, indemnity Claims, damages, debts, rights, liabilities, or any other Claims whatsoever against the Released Parties as of the Plan Effective Date 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, then existing or thereafter 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, in each case related in any manner to NRG or any of the NRG Subsidiaries. This Release may be pled as a release of all such Claims and Causes of Action and shall constitute a bar to any such Claims or Cause of Action the Releasing Parties may have against the Released Parties.

The Releasors knowingly grant this Release notwithstanding that they may hereafter discover facts in addition to, or different from, those which they now know or believe to be true, and without regard to the subsequent discovery or existence of such different or additional facts, and the Releasors expressly waive any and all rights that any Releasing Party may have under any statute or common law principle, including Section 1542 of the California Civil Code (set forth below), which would limit the effect of this Release to those Claims or Causes of Action actually known or suspected to exist at the time of execution of this Release.

Section 1542 of the California Civil Code

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.

C. CLAIMS NOT RELEASED

For the avoidance of doubt, nothing in this Release shall be construed to be a release of any Claims or Causes of Action that a Releasor may have against any Released Party and that is unrelated to and does not involve in any manner whatsoever NRG, any of the NRG Entities or any transaction or circumstance involving NRG or any of the NRG Entities. Notwithstanding anything to the contrary contained herein, this Release shall not act to release any Released Party from, or affect any obligation of any Released Party under, a written and enforceable (i) guaranty (including a guaranty of the nature of the Xcel Guaranties), (ii) contract, (iii) agreement, or (iv) separate undertaking between any Released Party and such Releasor, and any defenses the

Released Parties may have with respect thereto are expressly preserved. In addition, to the extent any Releasor has a subrogation claim against a Released Party with respect to the N-Cad Letters of Credit, such subrogation claims related thereto shall not be released by this Release and any all defenses the Released Parties may have with respect thereto are expressly preserved. For purposes of the definition of "Excluded Claims" in the Plan, the phrase "any claims reserved to the Banks pursuant to the Separate Bank Settlement Agreement" shall mean solely the claims reserved in this Section C.

In the event any Releasor is required by a Final Order to return its portion of the Separate Bank Settlement Payment in connection with an avoidance action brought against such Releasor in connection with the bankruptcy or insolvency of any Released Party any release of such Released Party granted by such Releasor hereunder shall be null and void and any and all of such Claims and Causes of Action of such Releasor against such Released Party shall be reinstated.

D. PAYMENT OF SEPARATE BANK SETTLEMENT PAYMENT

The Separate Bank Settlement Payment shall be paid by Xcel on the Xcel Payment Date or as soon thereafter as is practicable to NRG as disbursing agent who shall in turn concurrently make the Separate Bank Settlement Payment to the Escrow Agent which shall then be distributed by the Escrow Agent in accordance with the Escrow Agreement among the Releasors such that 52.63% shall be distributed to those Releasors party to the NRG Unsecured Revolver Agreement, 43.42% to those Releasors party to the NRG FinCo Secured Revolver Agreement, and 3.95% to those Releasors party to the NRG Letter of Credit Facility, in each case in accordance with the terms of each relevant agreement; provided, however, Xcel shall not be required to pay the Separate Bank Settlement Payment unless and until each lender party to the Lender Facilities or their Transferees has executed this Release.

E. REPRESENTATION OF CLAIM OWNERSHIP AND CORPORATE AUTHORITY

Each Releasor represents and warrants that as of the Release Effective Date it is the beneficial owner of the Claims indicated below its signature in the principal amounts so indicated. In addition, 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.

F. RELEASE EFFECTIVE DATE

As to any Releasor, this Release shall become effective and enforceable only upon the occurrence of each of: (i) the date that the Escrow Agent receives the Separate Bank Settlement Payment, (ii) the occurrence of the Plan Effective Date, and (iii) the occurrence of the Effective Date of the Settlement Agreement (as defined therein).

G. BREACH

It is understood and agreed by each of the parties that money damages would not be a sufficient remedy for any breach of this Release and as such any non-breaching party shall

be entitled to specific performance and injunctive or other equitable relief as a remedy for such breach.

H. ACKNOWLEDGEMENT

Each Releasor agrees that this Release has been fully read and understood by Releasor, and such Releasor received independent legal advice from its respective attorneys as to the effect and import of its provisions.

I. GOVERNING LAW

This Release shall be governed by and construed and interpreted in accordance with the internal laws of the State of New York, without regard to its conflict of laws that would require the law of another jurisdiction to be applied.

J. SEVERABILITY AND INTERPRETATION

Should any provision of this Release be held invalid or illegal, such invalidity or illegality shall not invalidate the whole of this Release.

K. ASSIGNMENT OF CLAIMS

Releasor shall not sell, assign, dispose or otherwise Transfer its Claims or Causes of Action related in any manner to or arising in any manner in respect of such Releasor's or Transferee's loans, financings, letter of credit facilities and other financing and support facilities provided to NRG or any of the NRG Subsidiaries (such Claims to include, without limitation all Claims against the Released Parties set forth in Section B hereof) to any Transferee unless such Transferee agrees in writing to be bound by this Release in its entirety without revision. Any Transfer that does not comply with this paragraph shall be null and void *ab initio*. In the event of a Transfer, the transferor shall within three business days provide written notice of such Transfer to Xcel together with a copy of the written agreement of the Transferee to be bound by this Release in its entirety without revision.

L. COUNTERPARTS

This Release may be executed by the Parties in one or more separate counterparts, all of which shall constitute a single agreement, binding upon and inuring to the benefit of the parties hereto and their respective successors and assigns.

M. ENTIRE AGREEMENT

This Agreement and the applicable provisions in the 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.

N. 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.

O. 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 Released Parties of any Claim, Cause of Action, or any fault or liability or damages whatsoever. The Released Parties deny any and all wrongdoing or liability of any kind, and do not concede any infirmity in the Claims, Causes of Action, or defenses which they have asserted or would assert.

P. 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.

XCEL ENERGY INC.

By:

Title:

Name of Institution:

By:

Title:

Unpaid principal amount of Claim held
under NRG Letter of Credit Facility

\$ _____

Name of Institution:

By:

Title:

Unpaid principal amount of Claim held
under NRG FinCo Secured Revolver Agreement

\$ _____

Name of Institution:

By:

Title:

Unpaid principal amount of Claim held
under NRG Unsecured Revolver Agreement

\$ _____

Exhibit A

The Motion of Debtors for an Order (I) Pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure Approving the Settlement Agreement, Dated November 4, 2003, Among NRG Power Marketing Inc., The Connecticut Light and Power Company, The Attorney General for the State of Connecticut, The Connecticut Office of Consumer Counsel, The Connecticut Department of Public Utility Control, and the Official Committee of Unsecured Creditors for NRG Energy, Inc. and Its Debtor Subsidiaries, (II) Authorizing Debtors to Perform Any and All Obligations and to Take Any and All Actions to Consummate the Settlement Agreement, and (III) Approving the Third-Party Release Granted by Certain Debtors in Connection with the Settlement Agreement is (Docket No. 877) and may be viewed online at www.nysb.uscourts.gov.

This document can also be found on the Kurtzman Carson Consultants website at www.kccllc.net/nrg.

Exhibit B

The Ballots are attached to the Order (I) Approving the Disclosure Statement; (II) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject Proposed Joint Plan of Reorganization; (III) Approving Related Notice Procedures; (IV) Approving Solicitation Packages; and (V) Scheduling a Hearing on Confirmation of the Joint Plan of Reorganization is (Docket No. 773) and may be viewed online at www.nysb.uscourts.gov. This document can also be found on the Kurtzman Carson Consultants website at www.kccllc.net/nrg.

Exhibit C

The Order Establishing Deadlines for Filing Proofs of Claim and Approving Form and Manner of Notice Thereof is

(Docket No. 85) and may be viewed online at www.nysb.uscourts.gov.

This document can also be found on the Kurtzman Carson Consultants website at www.kccllc.net/nrg.

Exhibit D

To be completed

Exhibit E

The Third Amended Disclosure Statement for Debtors' Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code is (Docket No. 510) and may be viewed online at www.nysb.uscourts.gov. This document can also be found on the Kurtzman Carson Consultants website at www.kccllc.net/nrg.

Exhibit F

The Order (I) Approving the Disclosure Statement; (II) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject Proposed Joint Plan of Reorganization; (III) Approving Related Notice Procedures; (IV) Approving Solicitation Packages; and (V) Scheduling a Hearing on Confirmation of the Joint Plan of Reorganization and can be found on the NRG Energy, Inc. is (Docket No. 773) and may be viewed online at www.nysb.uscourts.gov. This document can also be found on the Kurtzman Carson Consultants website at www.kccllc.net/nrg.

Exhibit G

**The Employee Matters Agreement is part of the Plan Supplement is
(Docket No. ____) and may be viewed online at www.nysb.uscourts.gov.
This document can also be found on the Kurtzman Carson Consultants website at
www.kccllc.net/nrg.**

Exhibit H

The Debtors' Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code is attached as Exhibit A to the Third Amended Disclosure Statement for Debtors' Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code is

(Docket No. 510) and may be viewed online at www.nysb.uscourts.gov.

This document can also be found on the Kurtzman Carson Consultants website at www.kccllc.net/nrg.

Exhibit I

**The Release Based Agreement is Exhibit 3 of the Plan Supplement filed on October 15, 2003 is (Docket No. 768) and may be viewed online at www.nysb.uscourts.gov.
This document can also be found on the Kurtzman Carson Consultants website at www.kccllc.net/nrg.**

Exhibit J

The Bank Release Agreement

Exhibit K

The Tax Matters Agreement is part of the Plan Supplement filed on November 11, 2003 is (Docket No. ____) and may be viewed online at www.nysb.uscourts.gov. This document can also be found on the Kurtzman Carson Consultants website at www.kccllc.net/nrg.

Exhibit L

The Xcel Plan Note is part of the Plan Supplement filed on November 11, 2003 is (Docket No. ____) and may be viewed online at www.nysb.uscourts.gov. This document can also be found on the Kurtzman Carson Consultants website at www.kccllc.net/nrg.

FORM OF
TAX MATTERS AGREEMENT
BY AND AMONG
XCEL ENERGY INC.
AND ITS AFFILIATED COMPANIES
AND
NRG ENERGY, INC.
AND ITS AFFILIATED COMPANIES

TAX MATTERS AGREEMENT

THIS TAX MATTERS AGREEMENT (this "Agreement") is made as of December , 2003 by and among Xcel Energy Inc., a registered public utility holding company ("Xcel"), and the Xcel subsidiaries whose names are set forth on the signature pages of this Agreement (the "Xcel Affiliated Companies" and, together with Xcel, the "Xcel Group"), and NRG Energy, Inc., a Delaware corporation and an indirect, wholly-owned subsidiary of Xcel ("NRG"), and the NRG subsidiaries whose names are set forth on the signature pages of this Agreement (the "NRG Affiliated Companies" and, together with NRG, the "NRG Group"; for the avoidance of doubt, the Xcel Group and the Xcel Affiliated Companies shall not include any member of the NRG Group).

RECITALS

WHEREAS, the Xcel Group files a consolidated federal income tax return and certain consolidated, combined or unitary state and local income and franchise tax returns;

WHEREAS, the members of the NRG Group ceased to be members of the Affiliated Group of which Xcel is the common parent effective as of March 13, 2001 (the "Deconsolidation Date") as a result of a public offering of NRG common stock on March 12, 2001;

WHEREAS, prior to the Deconsolidation Date NRG and certain NRG Affiliated Companies were party to a Tax Allocation Agreement made as of December 29, 2000 together with Xcel and certain Xcel Affiliated Companies (the "Prior Tax Allocation Agreement");

WHEREAS, NRG and certain related entities filed for protection under Chapter 11 of the Bankruptcy Code on May 14, 2003;

WHEREAS, on effectiveness of an NRG plan of reorganization (the "Plan") Xcel's shares of NRG stock will be cancelled; and

WHEREAS, the parties hereto have determined to enter into this Agreement to establish their respective rights and responsibilities concerning certain tax matters following effectiveness of the Plan;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. DEFINITIONS

1.1 As used in this Agreement, the following capitalized terms shall have the following meanings:

"Affiliated Group" has the meaning given to that term in Section 1504(a) of the Code.