

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

**Form S-3**  
**REGISTRATION STATEMENT**  
**UNDER**  
**THE SECURITIES ACT OF 1933**

**NRG Energy, Inc.**

*(Exact Name of Registrant as Specified in Its Charter)*

**Delaware**  
*(State or Other Jurisdiction of  
Incorporation or Organization)*

**41-1724239**  
*(I.R.S. Employer  
Identification No.)*

**211 Carnegie Center**  
**Princeton, New Jersey 08540**  
**(609) 524-4500**  
*(Address, Including Zip Code, and Telephone Number,  
Including Area Code, of Registrant's Principal Executive Offices)*

**Timothy W.J. O'Brien**  
**Vice President and General Counsel**  
**NRG Energy, Inc.**  
**211 Carnegie Center**  
**Princeton, NJ 08540**  
**Tel.: (609) 524-4500**  
**Fax: (609) 524-4589**  
*(Name, address, including zip code, and telephone number,  
including area code, of agent for service)*

**Copies to**  
**Stacy J. Kanter**  
**Skadden, Arps, Slate, Meagher & Flom LLP**  
**Four Times Square**  
**New York, NY 10036**  
**Tel.: (212) 725-3000**  
**Fax.: (917) 777-3497**

**Approximate date of commencement of proposed sale to the public:** From time to time after the effective date of this registration statement.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box.

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

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

If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box.

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box.

**CALCULATION OF REGISTRATION FEE**

<b>Title of Each Class of Securities to be Registered</b>	<b>Amount to be Registered/Proposed Maximum Offering Price per Unit/Proposed Maximum Offering Price</b>	<b>Amount of Registration Fee</b>
Senior Debt Securities	(1)	\$0(1)
Subordinated Debt Securities	(1)	\$0(1)
Preferred Stock	(1)	\$0(1)
Common Stock, par value \$0.01 per share	(1)	\$0(1)
Guarantees of the Debt Securities(2)	(1)	

(1) An unspecified aggregate initial offering price or number of the securities of each identified class is being registered as may from time to time be at unspecified prices. Separate consideration may or may not be received for securities that are issuable on exercise, conversion or exchange of other securities. In accordance with Rules 456(b) and 457(r), the Registrant is deferring payment of all the registration fee.

(2) Guarantees of the debt securities may be issued by subsidiaries of NRG Energy, Inc. that are listed on the following page under the caption "Table of Additional Registrants." Pursuant to Rule 457(o), no separate registration fee is payable in respect of the registration of the guarantees.

---

---

## TABLE OF ADDITIONAL REGISTRANTS

<b>Name of Subsidiary</b>	<b>Jurisdiction of Formation</b>	<b>I.R.S. Employer Identification Number</b>
Arthur Kill Power LLC	Delaware	41-1937649
Astoria Gas Turbine Power LLC	Delaware	41-1937470
Berrians I Gas Turbine Power LLC	Delaware	41-2008755
Big Cajun II Unit 4 LLC	Delaware	41-2018822
Capistrano Cogeneration Company	California	33-0206988
Chickahominy River Energy Corp.	Virginia	13-3469941
Commonwealth Atlantic Power LLC	Delaware	41-2013264
Conemaugh Power LLC	Delaware	41-1973743
Connecticut Jet Power LLC	Delaware	41-1949386
Devon Power LLC	Delaware	41-1949385
Dunkirk Power LLC	Delaware	41-1937466
Eastern Sierra Energy Company	California	33-0299028
ESOCO Molokai Inc.	Utah	93-1022167
Hanover Energy Company	California	33-0334380
Huntley Power LLC	Delaware	41-1937468
Indian River Operations Inc.	Delaware	41-1973349
Indian River Power LLC	Delaware	41-1973747
James River Power LLC	Delaware	41-2013263
Kaufman Cogen LP	Delaware	76-0606757
Keystone Power LLC	Delaware	41-1973744
Louisiana Generating LLC	Delaware	41-1870498
LS Power Management LLC	Delaware	22-3601356
Middletown Power LLC	Delaware	41-1949384
Montville Power LLC	Delaware	41-1949383
NEO California Power LLC	Delaware	41-1986204
NEO Chester-Gen LLC	Delaware	41-1980236
NEO Corporation	Minnesota	41-1753235
NEO Freehold-Gen LLC	Delaware	41-1980237
NEO Landfill Gas Holdings Inc.	Delaware	41-1854641
NEO Montauk Genco Management LLC	Delaware	41-2014923
NEO Power Services Inc.	Delaware	23-3043507
Norwalk Power LLC	Delaware	41-1949381
NRG Affiliate Services Inc.	Delaware	41-1960764
NRG Arthur Kill Operations Inc.	Delaware	41-1939116
NRG Asia-Pacific, Ltd.	Delaware	98-0138856
NRG Astoria Gas Turbine Operations Inc.	Delaware	41-1939115
NRG Bayou Cove LLC	Delaware	41-2016940
NRG Cabrillo Power Operations Inc.	Delaware	41-1938132
NRG Cadillac Operations Inc.	Delaware	41-1910726
NRG California Peaker Operations LLC	Delaware	20-0088453
NRG Connecticut Affiliate Services Inc.	Delaware	41-1952333
NRG Devon Operations Inc.	Delaware	41-1950239
NRG Development Company Inc.	Delaware	41-1959656

[Table of Contents](#)

<b>Name of Subsidiary</b>	<b>Jurisdiction of Formation</b>	<b>I.R.S. Employer Identification Number</b>
NRG Dunkirk Operations Inc.	Delaware	41-1939114
NRG El Segundo Operations Inc.	Delaware	41-1929997
NRG Huntley Operations Inc.	Delaware	41-1939118
NRG International LLC	Delaware	41-1744096
NRG International II Inc.	Delaware	41-1893527
NRG International III Inc.	Delaware	41-1988391
NRG Latin America Inc.	Delaware	41-1910733
NRG Kaufman LLC	Delaware	74-2982419
NRG Marketing Services LLC	Delaware	74-2982421
NRG Mesquite LLC	Delaware	74-2982421
NRG MidAtlantic Affiliate Services Inc.	Delaware	41-1996587
NRG MidAtlantic Generating LLC	Delaware	41-1973740
NRG Middletown Operations Inc.	Delaware	41-1950236
NRG Montville Operations Inc.	Delaware	41-1950237
NRG New Jersey Energy Sales LLC	Delaware	03-0412726
NRG New Roads Holdings LLC	Delaware	41-1968966
NRG North Central Operations Inc.	Delaware	41-2004025
NRG Northeast Affiliate Services Inc.	Delaware	41-1940300
NRG Northeast Generating LLC	Delaware	41-1937472
NRG Norwalk Harbor Operations Inc.	Delaware	41-1950238
NRG Operating Services, Inc.	Delaware	41-1744095
NRG Oswego Harbor Power Operations Inc.	Delaware	41-1939117
NRG Power Marketing Inc.	Delaware	41-1910737
NRG Rocky Road LLC	Delaware	41-1959448
NRG Saguaro Operations Inc.	Delaware	41-2013262
NRG Services Corporation	Delaware	41-1841627
NRG South Central Affiliate Services Inc.	Delaware	41-1996193
NRG South Central Generating LLC	Delaware	41-1963217
NRG South Central Operations Inc.	Delaware	41-2002465
NRG West Coast LLC	Delaware	41-1942517
NRG Western Affiliate Services Inc.	Delaware	41-1949168
Oswego Harbor Power LLC	Delaware	41-1937465
Saguaro Power LLC	Delaware	41-2013654
Somerset Operations Inc.	Delaware	41-1923722
Somerset Power LLC	Delaware	41-1924606
Vienna Operations Inc.	Delaware	41-1973351
Vienna Power LLC	Delaware	41-1973745

---



# NRG Energy, Inc.

## Debt Securities Preferred Stock Common Stock

---

NRG Energy, Inc., from time to time, may offer to sell senior or subordinated debt securities, preferred stock and common stock. The debt securities and preferred stock may be convertible into or exercisable or exchangeable for our common stock, our preferred stock, our other securities or the debt or equity securities of one or more other entities. Our common stock is listed on the New York Stock Exchange and trades under the ticker symbol "NRG."

We may offer and sell these securities to or through one or more underwriters, dealers and agents, or directly to purchasers, on a continuous or delayed basis.

This prospectus describes some of the general terms that may apply to these securities. The specific terms of any securities to be offered will be described in a supplement to this prospectus.

---

**Neither the Securities and Exchange Commission nor any other state securities commission has approved or disapproved of these securities or passed upon the accuracy or adequacy of this prospectus. Any representation to the contrary is a criminal offense.**

---

Prospectus dated December 21, 2005

---

## TABLE OF CONTENTS

	<u>Page</u>
<a href="#">Where You Can Find More Information</a>	ii
<a href="#">Incorporation Of Certain Information By Reference</a>	ii
<a href="#">Disclosure Regarding Forward-Looking Statements</a>	iii
<a href="#">NRG Energy, Inc.</a>	1
<a href="#">Description Of Securities We May Offer</a>	2
<a href="#">Debt Securities And Guarantees</a>	2
<a href="#">Preferred Stock</a>	4
<a href="#">Common Stock</a>	6
<a href="#">Ratios Of Earnings To Fixed Charges and Earnings To Combined Fixed charges and Preference Dividends</a>	7
<a href="#">Use Of Proceeds</a>	8
<a href="#">Validity Of The Securities</a>	8
<a href="#">Experts</a>	8
<a href="#">EX-4.3: FORM OF INDENTURE</a>	
<a href="#">EX-5.1: OPINION OF SKADDEN, ARPS, SLATE, MEAGHER AND FLOM LLP</a>	
<a href="#">EX-12.1: STATEMENT RE COMPUTATION OF RATIOS OF EARNINGS TO FIXED CHARGES</a>	
<a href="#">EX-23.1: CONSENT OF PRICEWATERHOUSECOOPERS LLP</a>	
<a href="#">EX-23.2: CONSENT OF KPMG LLP</a>	
<a href="#">EX-23.3: CONSENT OF PRICEWATERHOUSECOOPERS LLP</a>	
<a href="#">EX-23.4: CONSENT OF KPMG LLP</a>	
<a href="#">EX-23.5: CONSENT OF KPMG LLP</a>	
<a href="#">EX-23.6: CONSENT OF KPMG LLP</a>	
<a href="#">EX-23.7: CONSENT OF KPMG LLP</a>	
<a href="#">EX-23.8: CONSENT OF KPMG LLP</a>	
<a href="#">EX-23.9: CONSENT OF KPMG LLP</a>	
<a href="#">EX-23.10: CONSENT OF KPMG LLP</a>	
<a href="#">EX-23.11: CONSENT OF DELOITTE &amp; TOUCHE LLP</a>	
<a href="#">EX-25.1: FORM T-1 STATEMENT OF ELIGIBILITY</a>	

---

### **Where You Can Find More Information**

We file annual, quarterly and special reports, proxy statements and other information with the Securities and Exchange Commission, or the SEC. You can inspect and copy these reports, proxy statements and other information at the Public Reference Room of the SEC, 100 F Street, N.E., Washington, D.C. 20549. You can obtain copies of these materials from the Public Reference Section of the SEC, 100 F Street, N.E., Washington, D.C. 20549, at prescribed rates. Please call the SEC at 1-800-SEC-0330 for further information on the operation of the public reference room. NRG's SEC filings will also be available to you on the SEC's website at <http://www.sec.gov> and through the New York Stock Exchange, 20 Broad Street, New York, New York 10005, on which our common stock is listed.

We have filed with the SEC a registration statement on Form S-3 relating to the securities covered by this prospectus. This prospectus, which forms a part of the registration statement, does not contain all the information that is included in the registration statement. You will find additional information about us in the registration statement. Any statements made in this prospectus concerning the provisions of legal documents are not necessarily complete and you should read the documents that are filed as exhibits to the registration statement or otherwise filed with the SEC for a more complete understanding of the document or matter.

### **Incorporation Of Certain Information By Reference**

The SEC allows the "incorporation by reference" of the information filed by us with the SEC into this prospectus, which means that important information can be disclosed to you by referring you to those documents and those documents will be considered part of this prospectus. Information that we file later with the SEC will automatically update and supersede the previously filed information. The documents listed below and any future filings we make with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") are incorporated by reference herein:

1. Our annual report on Form 10-K for the year ended December 31, 2004 filed on March 30, 2005.
2. Our Definitive Proxy Statement on Schedule 14A filed on April 12, 2005.
3. Our quarterly reports on Form 10-Q for the quarters ended March 31, 2005 filed on May 10, 2005, June 30, 2005 filed on August 9, 2005 and September 30, 2005 filed on November 7, 2005.
4. Our current reports on Form 8-K filed on February 24, 2005, Form 8-K filed on March 3, 2005, two Forms 8-K filed on March 30, 2005 (which do not include information deemed "furnished" for purposes of Regulation F-D), Form 8-K filed on May 24, 2005, Form 8-K/ A filed on May 24, 2005, Form 8-K/ A filed on May 25, 2005, Form 8-K filed on June 15, 2005, Form 8-K/ A filed on June 15, 2005, Form 8-K filed on June 17, 2005, Form 8-K filed on July 18, 2005, Form 8-K filed on August 1, 2005, Form 8-K filed on August 3, 2005, Form 8-K filed on August 9, 2005 (which does not include information deemed "furnished" for purposes of Regulation F-D), Form 8-K filed on August 11, 2005, Form 8-K filed on September 1, 2005, Form 8-K filed on September 7, 2005 (which does not include information deemed "furnished" for purposes of Regulation F-D), Form 8-K filed on October 3, 2005, Form 8-K filed on October 12, 2005, Form 8-K filed on November 7, 2005 (which does not include information deemed "furnished" for purposes of Regulation F-D), Form 8-K filed on December 20, 2005 and Form 8-K filed on December 21, 2005.
5. The description of our common stock contained in the Registration Statement on Form 8-A dated March 22, 2004 filed with the SEC to register such securities under the Securities and Exchange Act of 1934, as amended, including any amendment or report filed for the purpose of updating such description.

[Table of Contents](#)

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

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

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

**Disclosure Regarding Forward-Looking Statements**

This prospectus, any accompanying prospectus supplement and the documents incorporated by reference herein and therein may contain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. Such forward-looking statements are subject to certain risks, uncertainties and assumptions that include, but are not limited to, expected earnings and cash flows, future growth and financial performance and the expected synergies and other benefits of the acquisition of Texas Genco LLC described herein (including the documents incorporated herein by reference), and typically can be identified by the use of words such as “will,” “expect,” “estimate,” “anticipate,” “forecast,” “plan,” “believe” and similar terms. Although we believe that our expectations are reasonable, we can give no assurance that these expectations will prove to have been correct, and actual results may vary materially. Factors that could cause actual results to differ materially from those contemplated above include, among others:

- Risks and uncertainties related to the capital markets generally, including increases in interest rates and the availability of financing for the acquisition of Texas Genco LLC;
- NRG’s indebtedness and the additional indebtedness that it will incur in connection with the acquisition of Texas Genco LLC;
- NRG’s ability to successfully complete the acquisition of Texas Genco LLC, regulatory or other limitations that may be imposed as a result of the acquisition of Texas Genco LLC, and the success of the business following the acquisition of Texas Genco LLC;
- General economic conditions, changes in the wholesale power markets and fluctuations in the cost of fuel or other raw materials;
- Hazards customary to the power production industry and power generation operations such as fuel and electricity price volatility, unusual weather conditions, catastrophic weather-related or other damage to facilities, unscheduled generation outages, maintenance or repairs, unanticipated changes to fossil fuel supply costs or availability due to higher demand, shortages, transportation problems or other developments, environmental incidents, or electric transmission or gas pipeline system constraints and the possibility that we may not have adequate insurance to cover losses as a result of such hazards;
- NRG’s potential inability to enter into contracts to sell power and procure fuel on terms and prices acceptable to it;
- The liquidity and competitiveness of wholesale markets for energy commodities;



## Table of Contents

- Changes in government regulation, including possible changes of market rules, market structures and design, rates, tariffs, environmental laws and regulations and regulatory compliance requirements;
- Price mitigation strategies and other market structures or designs employed by independent system operators, or ISOs, or regional transmission organizations, or RTOs, that result in a failure to adequately compensate our generation units for all of their costs;
- NRG's ability to realize its significant deferred tax assets, including loss carry forwards;
- The effectiveness of NRG's risk management policies and procedures and the ability of NRG's counterparties to satisfy their financial commitments;
- Counterparties' collateral demands and other factors affecting NRG's liquidity position and financial condition;
- NRG's ability to operate its businesses efficiently, manage capital expenditures and costs (including general and administrative expenses) tightly and generate earnings and cash flow from its asset-based businesses in relation to its debt and other obligations; and
- Significant operating and financial restrictions placed on NRG contained in the indenture governing its 8% second priority senior secured notes due 2013, its amended and restated credit facility as well as in debt and other agreements of certain of NRG's subsidiaries and project affiliates generally.

**NRG Energy, Inc.**

NRG Energy is a wholesale power generation company, primarily engaged in the ownership and operation of power generation facilities, the transacting in and trading of fuel and transportation services and the marketing and trading of energy, capacity and related products in the United States and internationally. We have a diverse portfolio of electric generation facilities in terms of geography, fuel type and dispatch levels. Our principal domestic generation assets (without giving effect to the acquisition of Texas Genco LLC) consist of a diversified mix of natural gas-, coal- and oil-fired facilities, representing approximately 40%, 30% and 30% of our total domestic generation capacity, respectively. In addition (without giving effect to the acquisition of Texas Genco LLC), approximately 15% of our domestic generating facilities have dual-or multiple-fuel capacity, which render the ability for plants to dispatch with the lowest cost fuel option.

Our two principal operating objectives are to optimize performance of our entire portfolio, and to protect and enhance the market value of our physical and contractual assets through the execution of risk management, marketing and trading strategies within well-defined risk and liquidity guidelines. We manage the assets in our core regions on a portfolio basis as integrated businesses in order to maximize profits and minimize risk. Our business involves the reinvestment of capital in our existing assets for reasons of repowering, expansion, pollution control, operating efficiency, reliability programs, greater fuel optionality, greater merit order diversity, and enhanced portfolio effect, among other reasons. Our business also may involve acquisitions intended to complement the asset portfolios in our core regions. From time to time we may also consider and undertake other merger and acquisition transactions that are consistent with our strategy, such as our pending acquisition of Texas Genco LLC.

On September 30, 2005, we entered into an acquisition agreement, or the Acquisition Agreement, with Texas Genco LLC and each of the direct and indirect owners of equity interests in Texas Genco LLC, or the Sellers. Pursuant to the Acquisition Agreement, we agreed to purchase all of the outstanding equity interests in Texas Genco LLC for a total purchase price of approximately \$5.825 billion and the assumption by us of approximately \$2.5 billion of indebtedness. The purchase price is subject to adjustment, and includes an equity component valued at \$1.8 billion based on a price per share of \$40.50 of NRG's common stock. As a result of the Acquisition, Texas Genco LLC will become a wholly owned subsidiary of NRG and will nearly double our U.S. generation portfolio from approximately 12,005 Megawatts to 23,124 Megawatts.

We were incorporated as a Delaware corporation on May 29, 1992. Our common stock is listed on the New York Stock Exchange under the symbol "NRG". Our headquarters and principal executive offices are located at 211 Carnegie Center, Princeton, New Jersey 08540. Our telephone number is (609) 524-4500.

You can get more information regarding our business by reading our Annual Report on Form 10-K for the fiscal year ended December 31, 2004, and the other reports we file with the Securities and Exchange Commission. See "Where You Can Find More Information."

## Description Of Securities We May Offer

### Debt Securities And Guarantees

We may offer secured or unsecured debt securities, which may be convertible. Our debt securities and any related guarantees will be issued under an indenture to be entered into between us and Law Debenture Trust Company of New York. Holders of our indebtedness will be structurally subordinated to holders of any indebtedness (including trade payables) of any of our subsidiaries that do not guarantee our payment obligations under such indebtedness.

We have summarized certain general features of the debt securities from the indenture. A form of indenture is attached as an exhibit to the registration statement of which this prospectus forms a part. The following description of the terms of the debt securities and the guarantees sets forth certain general terms and provisions. The particular terms of the debt securities and guarantees offered by any prospectus supplement and the extent, if any, to which such general provisions may apply to the debt securities and guarantees will be described in the related prospectus supplement. Accordingly, for a description of the terms of a particular issue of debt securities, reference must be made to both the related prospectus supplement and to the following description.

#### General

The aggregate principal amount of debt securities that may be issued under the indenture is unlimited. The debt securities may be issued in one or more series as may be authorized from time to time.

Reference is made to the applicable prospectus supplement for the following terms of the debt securities (if applicable):

- title and aggregate principal amount;
- whether the securities will be senior or subordinated;
- applicable subordination provisions, if any;
- whether securities issued by us will be entitled to the benefits of the guarantees or any other form of guarantee;
- conversion or exchange into other securities;
- whether securities issued by us will be secured or unsecured, and if secured, what the collateral will consist of;
- percentage or percentages of principal amount at which such securities will be issued;
- maturity date(s);
- interest rate(s) or the method for determining the interest rate(s);
- dates on which interest will accrue or the method for determining dates on which interest will accrue and dates on which interest will be payable;
- redemption (including upon a “change of control”) or early repayment provisions;
- authorized denominations;
- form;
- amount of discount or premium, if any, with which such securities will be issued;
- whether such securities will be issued in whole or in part in the form of one or more global securities;
- identity of the depository for global securities;

## Table of Contents

- whether a temporary security is to be issued with respect to such series and whether any interest payable prior to the issuance of definitive securities of the series will be credited to the account of the persons entitled thereto;
- the terms upon which beneficial interests in a temporary global security may be exchanged in whole or in part for beneficial interests in a definitive global security or for individual definitive securities;
- conversion or exchange features;
- any covenants applicable to the particular debt securities being issued;
- any defaults and events of default applicable to the particular debt securities being issued;
- currency, currencies or currency units in which the purchase price for, the principal of and any premium and any interest on, such securities will be payable;
- time period within which, the manner in which and the terms and conditions upon which the purchaser of the securities can select the payment currency;
- securities exchange(s) on which the securities will be listed, if any;
- whether any underwriter(s) will act as market maker(s) for the securities;
- extent to which a secondary market for the securities is expected to develop;
- additions to or changes in the events of default with respect to the securities and any change in the right of the trustee or the holders to declare the principal, premium and interest with respect to such securities to be due and payable;
- provisions relating to covenant defeasance and legal defeasance;
- provisions relating to satisfaction and discharge of the indenture;
- provisions relating to the modification of the indenture both with and without the consent of holders of debt securities issued under the indenture; and
- additional terms not inconsistent with the provisions of the indenture.

One or more series of debt securities may be sold at a substantial discount below their stated principal amount, bearing no interest or interest at a rate which at the time of issuance is below market rates. One or more series of debt securities may be variable rate debt securities that may be exchanged for fixed rate debt securities.

United States federal income tax consequences and special considerations, if any, applicable to any such series will be described in the applicable prospectus supplement.

Debt securities may be issued where the amount of principal and/or interest payable is determined by reference to one or more currency exchange rates, commodity prices, equity indices or other factors. Holders of such securities may receive a principal amount or a payment of interest that is greater than or less than the amount of principal or interest otherwise payable on such dates, depending upon the value of the applicable currencies, commodities, equity indices or other factors. Information as to the methods for determining the amount of principal or interest, if any, payable on any date, the currencies, commodities, equity indices or other factors to which the amount payable on such date is linked and certain additional United States federal income tax considerations will be set forth in the applicable prospectus supplement.

The term "debt securities" includes debt securities denominated in U.S. dollars or, if specified in the applicable prospectus supplement, in any other freely transferable currency or units based on or relating to foreign currencies.

We expect most debt securities to be issued in fully registered form without coupons and in denominations of \$1,000 or \$5,000 and any integral multiples thereof. Subject to the limitations provided in the indenture and in the prospectus supplement, debt securities that are issued in registered form may

## [Table of Contents](#)

be transferred or exchanged at the office of the trustee maintained in the Borough of Manhattan, The City of New York or the principal corporate trust office of the trustee, without the payment of any service charge, other than any tax or other governmental charge payable in connection therewith.

### **Guarantees**

Any debt securities may be guaranteed by one or more of our direct or indirect subsidiaries. Each prospectus supplement will describe any guarantees for the benefit of the series of debt securities to which it relates, including required financial information of the subsidiary guarantors, as applicable.

### **Global Securities**

The debt securities of a series may be issued in whole or in part in the form of one or more global securities that will be deposited with, or on behalf of, a depository (the "depository") identified in the prospectus supplement. Global securities will be issued in registered form and in either temporary or definitive form. Unless and until it is exchanged in whole or in part for the individual debt securities, a global security may not be transferred except as a whole by the depository for such global security to a nominee of such depository or by a nominee of such depository to such depository or another nominee of such depository or by such depository or any such nominee to a successor of such depository or a nominee of such successor. The specific terms of the depository arrangement with respect to any debt securities of a series and the rights of and limitations upon owners of beneficial interests in a global security will be described in the applicable prospectus supplement.

### **Governing Law**

The indenture, the debt securities and the guarantees shall be construed in accordance with and governed by the laws of the State of New York, without giving effect to the principles thereof relating to conflicts of law.

### **Preferred Stock**

The following briefly summarizes the material terms of our preferred stock, other than pricing and related terms that will be disclosed in an accompanying prospectus supplement. You should read the particular terms of any series of preferred stock offered by us, which will be described in more detail in any prospectus supplement relating to such series, together with the more detailed provisions of our amended and restated certificate of incorporation and the certificate of designation relating to each particular series of preferred stock for provisions that may be important to you. The certificate of incorporation, as amended and restated, is incorporated by reference into the registration statement of which this prospectus forms a part. The certificate of designation relating to the particular series of preferred stock offered by an accompanying prospectus supplement and this prospectus will be filed as an exhibit to a document incorporated by reference in the registration statement. The prospectus supplement will also state whether any of the terms summarized below do not apply to the series of preferred stock being offered.

As of the date of this prospectus, we are authorized to issue up to 10,000,000 shares of preferred stock, par value \$0.01 per share. As of December 16, 2005, 420,000 shares of 4% Convertible Perpetual Preferred Stock were outstanding and 250,000 shares of 3.625% Convertible Perpetual Preferred Stock were outstanding. Under our amended and restated certificate of incorporation, our board of directors is authorized to issue shares of preferred stock in one or more series, and to establish from time to time a series of preferred stock with the following terms specified:

- the number of shares to be included in the series;
- the designation, powers, preferences and rights of the shares of the series; and
- the qualifications, limitations or restrictions of such series.

## [Table of Contents](#)

Prior to the issuance of any series of preferred stock, our board of directors will adopt resolutions creating and designating the series as a series of preferred stock and the resolutions will be filed in a certificate of designation as an amendment to the amended and restated certificate of incorporation. The term "board of directors" includes any duly authorized committee.

The rights of holders of the preferred stock offered may be adversely affected by the rights of holders of any shares of preferred stock that may be issued in the future. Our board of directors may cause shares of preferred stock to be issued in public or private transactions for any proper corporate purpose. Examples of proper corporate purposes include issuances to obtain additional financing in connection with acquisitions or otherwise, and issuances to our or our subsidiaries' officers, directors and employees pursuant to benefit plans or otherwise. Shares of preferred stock we issue may have the effect of rendering more difficult or discouraging an acquisition of us deemed undesirable by our board of directors.

The preferred stock will be, when issued, fully paid and nonassessable. Holders of preferred stock will not have any preemptive or subscription rights to acquire more of our stock.

The transfer agent, registrar, dividend disbursing agent and redemption agent for shares of each series of preferred stock will be named in the prospectus supplement relating to such series.

### **Rank**

Unless otherwise specified in the prospectus supplement relating to the shares of a series of preferred stock, such shares will rank on an equal basis with each other series of preferred stock and prior to the common stock as to dividends and distributions of assets.

### **Dividends**

Holders of each series of preferred stock will be entitled to receive cash dividends when, as and if declared by our board of directors out of funds legally available for dividends. The rates and dates of payment of dividends will be set forth in the prospectus supplement relating to each series of preferred stock. Dividends will be payable to holders of record of preferred stock as they appear on our books or, if applicable, the records of the depository referred to below on the record dates fixed by the board of directors. Dividends on a series of preferred stock may be cumulative or noncumulative.

We may not declare, pay or set apart for payment dividends on the preferred stock unless full dividends on other series of preferred stock that rank on an equal or senior basis have been paid or sufficient funds have been set apart for payment for

- all prior dividend periods of other series of preferred stock that pay dividends on a cumulative basis; or
- the immediately preceding dividend period of other series of preferred stock that pay dividends on a noncumulative basis.

Partial dividends declared on shares of preferred stock and each other series of preferred stock ranking on an equal basis as to dividends will be declared pro rata. A pro rata declaration means that the ratio of dividends declared per share to accrued dividends per share will be the same for each series of preferred stock.

Similarly, we may not declare, pay or set apart for payment non-stock dividends or make other payments on the common stock or any other of our stock ranking junior to the preferred stock until full dividends on the preferred stock have been paid or set apart for payment for

- all prior dividend periods if the preferred stock pays dividends on a cumulative basis; or
- the immediately preceding dividend period if the preferred stock pays dividends on a noncumulative basis.

## **Conversion and Exchange**

The prospectus supplement for a series of preferred stock will state the terms, if any, on which shares of that series are convertible into or exchangeable for shares of our common stock, our preferred stock, our other securities or the debt or equity securities of one or more other entities.

## **Redemption and Sinking Fund**

If so specified in the applicable prospectus supplement, a series of preferred stock may be redeemable at any time, in whole or in part, at our option or the option of the holder thereof and may be mandatorily redeemed. Any partial redemptions of preferred stock will be made in a way that the board of directors decides is equitable.

Unless we default in the payment of the redemption price, dividends will cease to accrue after the redemption date on shares of preferred stock called for redemption and all rights of holders of such shares will terminate except for the right to receive the redemption price.

No series of preferred stock will receive the benefit of a sinking fund except as set forth in the applicable prospectus supplement.

## **Liquidation Preference**

Upon any voluntary or involuntary liquidation, dissolution or winding up, holders of each series of preferred stock will be entitled to receive distributions upon liquidation in the amount set forth in the prospectus supplement relating to such series of preferred stock, plus an amount equal to any accrued and unpaid dividends. Such distributions will be made before any distribution is made on any securities ranking junior relating to liquidation, including common stock.

If the liquidation amounts payable relating to the preferred stock of any series and any other securities ranking on a parity regarding liquidation rights are not paid in full, the holders of the preferred stock of such series and such other securities will share in any such distribution of our available assets on a ratable basis in proportion to the full liquidation preferences. Holders of such series of preferred stock will not be entitled to any other amounts from us after they have received their full liquidation preference.

## **Voting Rights**

The holders of shares of preferred stock will have no voting rights, except:

- as otherwise stated in the prospectus supplement;
- as otherwise stated in the certificate of designation establishing such series; and
- as required by applicable law.

Holders of our 4% Convertible Perpetual Preferred Stock are entitled to one vote for each share held by such holder on all matters voted upon by our common stockholders.

## **Common Stock**

The following description of our common stock is only a summary. We encourage you to read our amended and restated certificate of incorporation, which is incorporated by reference into the registration statement of which this prospectus forms a part. As of the date of this prospectus, we are authorized to issue up to 500,000,000 shares of common stock, \$0.01 par value per share. As of December 16, 2005, we had outstanding 80,701,888 shares of our common stock.

## **Liquidation Rights**

Upon voluntary or involuntary liquidation, dissolution or winding up, the holders of our common stock share ratably in the assets remaining after payments to creditors and provision for the preference of any preferred stock.

## **Dividends**

Except as otherwise provided by the Delaware General Corporation Law or our amended and restated certificate of incorporation, the holders of our common stock, subject to the rights of holders of any series of preferred stock, shall share ratably in all dividends as may from time to time be declared by our board of directors in respect of our common stock out of funds legally available for the payment thereof and payable in cash, stock or otherwise, and in all other distributions (including, without limitation, our dissolution, liquidation and winding up), whether in respect of liquidation or dissolution (voluntary or involuntary) or otherwise, after payment of liabilities and liquidation preference on any outstanding preferred stock.

## **Voting Rights**

Except as otherwise provided by the Delaware General Corporation Law or our certificate of incorporation and subject to the rights of holders of any series of preferred stock, all the voting power of our stockholders shall be vested in the holders of our common stock, and each holder of our common stock shall have one vote for each share held by such holder on all matters voted upon by our stockholders.

Subject to the rights of holders of any outstanding shares of preferred stock to act by written consent, our stockholders may not take any action by written consent in lieu of a meeting and must take any action at a duly called annual or special meeting of stockholders.

The affirmative vote of holders of at least two-thirds of the combined voting power of our outstanding shares eligible to vote in the election of directors is required to alter, amend or repeal provisions in the amended and restated certificate of incorporation regarding indemnification, classification of directors, action by written consent and changes to voting requirements applicable to such provisions.

## **Conversion and Exchange**

Our common stock is not convertible into, or exchangeable for, any other class or series of our capital stock.

## **Miscellaneous**

Holders of our common stock have no preemptive or other rights to subscribe for or purchase additional securities of ours. We are subject to Section 203 of the DGCL. Shares of our common stock are not subject to calls or assessments. No personal liability will attach to holders of our common stock under the laws of the State of Delaware (our state of incorporation) or of the State of New Jersey (the state in which our principal place of business is located). All of the outstanding shares of our common stock are fully paid and nonassessable. Our common stock is listed and traded on the New York Stock Exchange under the symbol "NRG."

## **Ratios Of Earnings To Fixed Charges and Earnings To Combined Fixed Charges and Preference Dividends**

The ratios of earnings to fixed charges and earnings to combined fixed charges and preference dividends for the periods indicated are stated below. For this purpose, "earnings" include pre-tax income (loss) before adjustments for minority interest in our consolidated subsidiaries and income or loss from equity investees, plus fixed charges and distributed income of equity investees, reduced by interest



## [Table of Contents](#)

capitalized. "Fixed charges" include interest, whether expensed or capitalized, amortization of debt expense and the portion of rental expense that is representative of the interest factor in these rentals. "Preference dividends" equals the amount of pre-tax earnings that is required to pay the dividends on outstanding preference securities. "Predecessor Company" refers to NRG's operations prior to December 6, 2003, before emergence from bankruptcy and "Reorganized NRG" refers to NRG's operations from December 6, 2003 onwards, after emergence from bankruptcy.

	Reorganized NRG			Predecessor Company			
	Nine Months Ended September 30, 2005	Year Ended December 31, 2004	December 6, 2003 through December 31, 2003	January 1, 2003 through December 5, 2003	Year Ended December 31,		
					2002	2001	2000
Ratio of Earnings to Fixed Charges	1.19x	1.83x	1.68x	9.82x(1)	—(2)	1.26x	1.81x
Ratio of Earnings to Combined Fixed Charges and Preference Dividends	1.04x	1.82x	1.68x	9.82x(1)	—(2)	1.26x	1.81x

(1) For the period January 1, 2003 through December 5, 2003, the earnings include a one time earning of \$4,118,636,000 due to Fresh Start adjustments.

(2) For the year ended December 31, 2002, the deficiency of earnings to fixed charges was \$3,023,467,000.

### Use Of Proceeds

We intend to use the net proceeds from the sales of the securities as set forth in the applicable prospectus supplement.

### Validity Of The Securities

In connection with particular offerings of the securities in the future, and if stated in the applicable prospectus supplements, the validity of those securities may be passed upon for the Company by Skadden, Arps, Slate, Meagher & Flom LLP, New York, New York, and for any underwriters or agents by counsel named in the applicable prospectus supplement.

### Experts

The consolidated financial statements and schedule of NRG Energy, Inc. (the Company) as of December 31, 2004, and for the year then ended, and management's assessment of the effectiveness of internal control over financial reporting as of December 31, 2004, included in the Company's Form 10-K, as amended on Form 8-K dated December 20, 2005, which is incorporated by reference in this registration statement, have been incorporated by reference herein in reliance upon the reports of KPMG LLP, an independent registered accounting firm, incorporated by reference herein, and upon the authority of said firm as experts in accounting and auditing.

The consolidated financial statements and schedule of NRG South Central Generating LLC and subsidiaries and the financial statements and schedule of Louisiana Generating LLC as of December 31, 2004 and for the year then ended, the consolidated financial statements of NRG Northeast Generating LLC and subsidiaries, NRG Mid Atlantic Generating LLC and subsidiaries, NRG International LLC and subsidiaries and the financial statements of Indian River Power LLC and subsidiaries as of December 31, 2004 and for the year then ended, the financial statements of Oswego Harbor Power LLC as of December 31, 2004 and 2003 and for the year ended December 31, 2003 and the period from December 6, 2003 to December 31, 2003 and the statements of operations, member's equity and comprehensive income and cash flows of Oswego Harbor Power LLC for the period from January 1, 2003

## [Table of Contents](#)

to December 5, 2003, have been incorporated by reference herein in reliance on the reports of KPMG LLP, an independent registered public accounting firm, incorporated by reference herein, and upon authority of said firm as experts in accounting and auditing.

The consolidated financial statements of NRG Energy, Inc. as of December 31, 2003 and for the period December 6, 2003 through December 31, 2003, the period January 1, 2003 through December 5, 2003 and the year ended December 31, 2002 incorporated in this prospectus by reference to NRG Energy, Inc.'s annual report on Form 10-K for the year ended December 31, 2004, as amended on Form 8-K dated December 20, 2005, which is incorporated by reference in this registration statement, have been so incorporated in reliance on the reports of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

The consolidated financial statements of NRG Northeast Generating LLC, NRG South Central Generating LLC, Louisiana Generating LLC, NRG Mid Atlantic Generating LLC, Indian River Power LLC, and NRG International LLC as of December 31, 2003 and for the period from December 6, 2003 through December 31, 2003, the period from January 1, 2003 through December 5, 2003 and the year ended December 31, 2002 incorporated in this prospectus by reference to NRG Energy, Inc.'s current report on Form 8-K dated June 14, 2005, have been so incorporated in reliance on the reports of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

The consolidated financial statements of West Coast Power LLC incorporated in this prospectus by reference to NRG Energy, Inc.'s annual report on Form 10-K for the year ended December 31, 2004, as amended on Form 8-K dated December 20, 2005, which is incorporated by reference in this registration statement, have been so incorporated in reliance on the report of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

The consolidated balance sheet of Texas Genco LLC and subsidiaries as of December 31, 2004 and the related consolidated statements of operations, cash flows, members' equity and comprehensive loss for the period from July 19, 2004 to December 31, 2004, all incorporated in this prospectus by reference to NRG Energy, Inc.'s current report on Form 8-K, filed on December 21, 2005, have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report, which is incorporated herein by reference and has been so incorporated in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

The consolidated balance sheet of Texas Genco Holdings, Inc. and subsidiaries as of December 31, 2003 and 2004 and the related statements of consolidated operations, cash flows, and capitalization and shareholders' equity for each of the three years for the period ended December 31, 2004, and the statement of consolidated comprehensive loss for each of the three years for the period ended December 31, 2004, all incorporated in this prospectus by reference to NRG Energy, Inc.'s current report on Form 8-K, filed on December 21, 2005, have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report, which is incorporated herein by reference and has been so incorporated in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

**PART II**  
**Information Not Required in Prospectus**

**Item 14. Other Expenses of Issuance and Distribution**

The following table sets forth the estimated expenses to be incurred in connection with the issuance and distribution of the securities being registered, other than underwriting discounts and commissions, to be paid by the Registrant.

	<u>Amount to be Paid</u>
SEC registration fee	*
Legal fees and expenses	\$ 1,000,000
Accounting fees and expenses	300,000
Stock exchange listing fees	150,000
Blue sky fees	10,000
Printing fees	200,000
Rating agency fees	1,500,000
Trustee's fees and expenses	50,000
Miscellaneous	100,000
Total	<u>\$ 3,310,000.00</u>

\* Deferred in accordance with Rule 456(b) and 457(r) of the Securities Act of 1933, as amended.

**Item 15. Indemnification of Directors and Officers**

Section 145 of the Delaware General Corporation Law, or DGCL, authorizes a corporation, subject to the procedures and limitations stated therein, to indemnify its directors, officers, employees and agents against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement reasonably incurred provided they act in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the corporation, although in the case of proceedings brought by or on behalf of the corporation, indemnification is limited to expenses and is not permitted if the individual is adjudged liable to the corporation, unless the court determines otherwise. The statute provides that indemnification pursuant to its provisions is not exclusive of other rights of indemnification to which a person may be entitled under any by-law, agreement, vote of stockholders or disinterested directors or otherwise.

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

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

- Section 1 of Article FIVE provides that our directors and officers shall be indemnified and held harmless by the Company to the fullest extent authorized by the DGCL. In addition, this right of indemnification continues to persons who have ceased to be our directors or officers and to his or her heirs, executors and administrators; provided, however, that, except with respect to proceedings to enforce rights to indemnification, the Company shall not indemnify any such indemnitee in connection with a proceeding initiated by such indemnitee except to the extent such proceeding was authorized in writing by the board of directors of the Company.

## Table of Contents

- Section 3 of Article FIVE provides that the Company may purchase and maintain insurance on its own behalf and on behalf of any person who is or was a director, officer, employee or agent of the Company against any expense, liability or loss asserted against him or her and incurred by him or her in any such capacity, whether or not the Company would have the power to indemnify such person against such expenses, liability or loss under the DGCL.
- Section 5 of Article FIVE provides that the rights to indemnification conferred in Article FIVE of our by-laws and in our certificate of incorporation shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, by-law, agreement, vote of stockholders or disinterested directors or otherwise.

### Item 16. Exhibits

<u>Exhibit No</u>	<u>Description</u>	<u>Incorporated by Reference to Filings Indicated</u>
1.1	Form of Underwriting Agreement related to debt securities, preferred stock and common stock	*
4.1	Specimen of certificate representing common stock, par value \$0.01 per share	*
4.2	Specimen of certificate representing preferred stock, par value \$0.01 per share	*
4.3	Form of Indenture, to be entered into between NRG Energy, Inc. and Law Debenture Trust Company of New York, as trustee	**
4.4	Form of debt securities	*
5.1	Opinion of Skadden, Arps, Slate, Meagher and Flom LLP	**
12.1	Statement re computation of ratios of earnings to fixed charges	**
23.1	Consent of PricewaterhouseCoopers LLP	**
23.2	Consent of KPMG LLP	**
23.3	Consent of PricewaterhouseCoopers LLP (with respect to West Coast Power LLC)	**
23.4	Consent of KPMG LLP (with respect to NRG Northeast Generating LLC)	**
23.5	Consent of KPMG LLP (with respect to NRG Mid Atlantic Generating LLC)	**
23.6	Consent of KPMG LLP (with respect to NRG International LLC)	**
23.7	Consent of KPMG LLP (with respect to Indian River Power LLC)	**
23.8	Consent of KPMG LLP (with respect to Oswego Harbor Power LLC)	**
23.9	Consent of KPMG LLP (with respect to NRG South Central Generating LLC)	**
23.10	Consent of KPMG LLP (with respect to Louisiana Generating LLC)	**
23.11	Consent of Deloitte & Touche LLP (with respect to Texas Genco LLC and Texas Genco Holdings, Inc.)	**
23.12	Consent of Skadden, Arps, Slate, Meagher and Flom LLP (included in Exhibit 5.1)	
24.1	Power of Attorney (included on signature page hereto)	
25.1	Form T-1 Statement of Eligibility under the Trust Indenture Act of 1939 of Law Debenture Trust Company of New York, the trustee under the Indenture	**

\* To be filed by amendment or as an exhibit to a Current Report on Form 8-K and incorporated herein by reference.

\*\* Filed herewith.

**Item 17. Undertakings**

The undersigned Registrants hereby undertake:

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

(i) to include any prospectus required by Section 10(a)(3) of the Securities Act of 1933, as amended;

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

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

(2) That, for the purpose of determining any liability under the Securities Act of 1933, as amended, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

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

(4) That, for the purpose of determining liability under the Securities Act of 1933, as amended, to any purchaser:

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

(ii) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5) or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii) or (x) for the purpose of providing the information required by Section 10(a) of the Securities Act of 1933 shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which the prospectus relates, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof. *Provided, however,* that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date.

[Table of Contents](#)

(5) That, for the purpose of determining liability of a Registrant under the Securities Act of 1933, as amended, to any purchaser in the initial distribution of the securities, the undersigned Registrants undertake that in a primary offering of securities of the undersigned Registrants pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned Registrants will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

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

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

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

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

(6) That, for purposes of determining any liability under the Securities Act of 1933, as amended, each filing of NRG Energy, Inc.'s annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934, as amended) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(7) To file an application for the purpose of determining the eligibility of the trustee to act under subsection (a) of Section 310 of the Trust Indenture Act in accordance with the rules and regulations prescribed by the Commission under Section 305(6)(2) of the Trust Indenture Act.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of each Registrant pursuant to the foregoing provisions, or otherwise, each Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by a Registrant of expenses incurred or paid by a director, officer or controlling person of a Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, that Registrant will, unless in the opinion of its counsel the has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on the 21st day of December, 2005.

NRG Energy, Inc.

By: /s/ David Crane  
Name: David Crane  
Title: President and Chief Executive Officer

**POWER OF ATTORNEY**

The individuals whose signatures appear below constitute and appoint David Crane, Timothy W.J. O'Brien and Tanuja M. Dehne, and each of them, his or her true and lawful attorney-in-fact and agents with full and several power of substitution, for him or her and his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities indicated:

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ David Crane</u> David Crane	President, Chief Executive Officer and Director (Principal Executive Officer)	December 21, 2005
<u>/s/ Robert C. Flexon</u> Robert C. Flexon	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	December 21, 2005
<u>/s/ James J. Ingoldsby</u> James J. Ingoldsby	Vice President and Controller (Principal Accounting Officer)	December 21, 2005
<u>/s/ John F. Chlebowski</u> John F. Chlebowski	Director	December 21, 2005
<u>/s/ Lawrence S. Coben</u> Lawrence S. Coben	Director	December 21, 2005
<u>/s/ Howard E. Cosgrove</u> Howard E. Cosgrove	Director (Chairman of the Board)	December 21, 2005

[Table of Contents](#)

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<hr/> <i>/s/ Stephen L. Cropper</i> <hr/> Stephen L. Cropper	Director	December 21, 2005
<hr/> <i>/s/ Maureen Miskovic</i> <hr/> Maureen Miskovic	Director	December 21, 2005
<hr/> <i>/s/ Anne C. Schaumburg</i> <hr/> Anne C. Schaumburg	Director	December 21, 2005
<hr/> <i>/s/ Herbert H. Tate</i> <hr/> Herbert H. Tate	Director	December 21, 2005
<hr/> <i>/s/ Thomas H. Weidemeyer</i> <hr/> Thomas H. Weidemeyer	Director	December 21, 2005
<hr/> <i>/s/ Walter R. Young</i> <hr/> Walter R. Young	Director	December 21, 2005



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Arthur Kill Power LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2005.

ARTHUR KILL POWER LLC

By: \_\_\_\_\_ /s/ George P. Schaefer  
George P. Schaefer  
Treasurer

**POWER OF ATTORNEY**

The individuals whose signatures appear below constitute and appoint David Crane, Timothy W.J. O'Brien and Tanuja M. Dehne, and each of them, his or her true and lawful attorney-in-fact and agents with full and several power of substitution, for him or her and his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2005.

<u>Signature</u>	<u>Title</u>
_____ /s/ David Crane _____ David Crane	_____ President and Chief Executive Officer of NRG Energy, Inc. (principal executive officer)
_____ /s/ Robert C. Flexon _____ Robert C. Flexon	_____ Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
_____ /s/ James J. Ingoldsby _____ James J. Ingoldsby	_____ Vice President and Controller of NRG Energy, Inc. (principal accounting officer)
NRG NORTHEAST GENERATING LLC	Sole Member
By: _____ /s/ Scott J. Davido _____ Scott J. Davido President	

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Astoria Gas Turbine Power LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2005.

ASTORIA GAS TURBINE POWER LLC

By: \_\_\_\_\_ /s/ George P. Schaefer  
George P. Schaefer  
*Treasurer*

**POWER OF ATTORNEY**

The individuals whose signatures appear below constitute and appoint David Crane, Timothy W.J. O'Brien and Tanuja M. Dehne, and each of them, his or her true and lawful attorney-in-fact and agents with full and several power of substitution, for him or her and his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2005.

Signature	Title
_____ /s/ David Crane David Crane	President and Chief Executive Officer of NRG Energy, Inc. (principal executive officer)
_____ /s/ Robert C. Flexon Robert C. Flexon	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
_____ /s/ James J. Ingoldsby James J. Ingoldsby	Vice President and Controller of NRG Energy, Inc. (principal accounting officer)
NRG NORTHEAST GENERATING LLC	Sole Member

By: \_\_\_\_\_ /s/ Scott J. Davido  
Scott J. Davido  
*President*







**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Chickahominy River Energy Corp., a Virginia corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2005.

CHICKAHOMINY RIVER ENERGY CORP.

By: \_\_\_\_\_ /s/ George P. Schaefer  
George P. Schaefer  
*Treasurer*

**POWER OF ATTORNEY**

The individuals whose signatures appear below constitute and appoint David Crane, Timothy W.J. O'Brien and Tanuja M. Dehne, and each of them, his or her true and lawful attorney-in-fact and agents with full and several power of substitution, for him or her and his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2005.

Signature	Title
_____ /s/ David Crane David Crane	President and Chief Executive Officer of NRG Energy, Inc. (principal executive officer)
_____ /s/ Robert C. Flexon Robert C. Flexon	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
_____ /s/ James J. Ingoldsby James J. Ingoldsby	Vice President and Controller of NRG Energy, Inc. (principal accounting officer)
_____ /s/ Scott J. Davido Scott J. Davido	Director









**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Devon Power LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2005.

DEVON POWER LLC

By: \_\_\_\_\_ /s/ George P. Schaefer  
George P. Schaefer  
Treasurer

**POWER OF ATTORNEY**

The individuals whose signatures appear below constitute and appoint David Crane, Timothy W.J. O'Brien and Tanuja M. Dehne, and each of them, his or her true and lawful attorney-in-fact and agents with full and several power of substitution, for him or her and his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2005.

<b>Signature</b>	<b>Title</b>
_____ /s/ David Crane David Crane	President and Chief Executive Officer of NRG Energy, Inc. (principal executive officer)
_____ /s/ Robert C. Flexon Robert C. Flexon	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
_____ /s/ James J. Ingoldsby James J. Ingoldsby	Vice President and Controller of NRG Energy, Inc. (principal accounting officer)
NRG NORTHEAST GENERATING LLC	Sole Member

By: \_\_\_\_\_ /s/ Scott J. Davido  
Scott J. Davido  
President



## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Eastern Sierra Energy Company, a California corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2005.

EASTERN SIERRA ENERGY COMPANY

By: \_\_\_\_\_ /s/ George P. Schaefer  
George P. Schaefer  
*Treasurer*

## POWER OF ATTORNEY

The individuals whose signatures appear below constitute and appoint David Crane, Timothy W.J. O'Brien and Tanuja M. Dehne, and each of them, his or her true and lawful attorney-in-fact and agents with full and several power of substitution, for him or her and his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2005.

<u>Signature</u>	<u>Title</u>
_____ /s/ David Crane David Crane	_____ President and Chief Executive Officer of NRG Energy, Inc. (principal executive officer)
_____ /s/ Robert C. Flexon Robert C. Flexon	_____ Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
_____ /s/ James J. Ingoldsby James J. Ingoldsby	_____ Vice President and Controller of NRG Energy, Inc. (principal accounting officer)
_____ /s/ Robert Henry Robert Henry	_____ Director
_____ /s/ David Lloyd David Lloyd	_____ Director
_____ /s/ Ershel Redd Ershel Redd	_____ Director



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Hanover Energy Company, a California corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2005.

HANOVER ENERGY COMPANY

By: \_\_\_\_\_ /s/ George P. Schaefer  
George P. Schaefer  
*Treasurer*

**POWER OF ATTORNEY**

The individuals whose signatures appear below constitute and appoint David Crane, Timothy W.J. O'Brien and Tanuja M. Dehne, and each of them, his or her true and lawful attorney-in-fact and agents with full and several power of substitution, for him or her and his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2005.

<u>Signature</u>	<u>Title</u>
_____ /s/ David Crane David Crane	President and Chief Executive Officer of NRG Energy, Inc. (principal executive officer)
_____ /s/ Robert C. Flexon Robert C. Flexon	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
_____ /s/ James J. Ingoldsby James J. Ingoldsby	Vice President and Controller of NRG Energy, Inc. (principal accounting officer)
_____ /s/ Scott J. Davido Scott J. Davido	Director

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Huntley Power LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2005.

HUNTLEY POWER LLC

By: \_\_\_\_\_ /s/ George P. Schaefer  
George P. Schaefer  
*Treasurer*

**POWER OF ATTORNEY**

The individuals whose signatures appear below constitute and appoint David Crane, Timothy W.J. O'Brien and Tanuja M. Dehne, and each of them, his or her true and lawful attorney-in-fact and agents with full and several power of substitution, for him or her and his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2005.

Signature	Title
_____ /s/ David Crane David Crane	_____ President and Chief Executive Officer of NRG Energy, Inc. (principal executive officer)
_____ /s/ Robert C. Flexon Robert C. Flexon	_____ Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
_____ /s/ James J. Ingoldsby James J. Ingoldsby	_____ Vice President and Controller of NRG Energy, Inc. (principal accounting officer)
NRG NORTHEAST GENERATING LLC	Sole Member

By: \_\_\_\_\_ /s/ Scott J. Davido  
Scott J. Davido  
*President*

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Indian River Operations Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2005.

INDIAN RIVER OPERATIONS INC.

By: \_\_\_\_\_ /s/ George P. Schaefer  
 George P. Schaefer  
*Treasurer*

**POWER OF ATTORNEY**

The individuals whose signatures appear below constitute and appoint David Crane, Timothy W.J. O'Brien and Tanuja M. Dehne, and each of them, his or her true and lawful attorney-in-fact and agents with full and several power of substitution, for him or her and his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2005.

Signature	Title
/s/ David Crane David Crane	President and Chief Executive Officer of NRG Energy, Inc. (principal executive officer)
/s/ Robert C. Flexon Robert C. Flexon	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
/s/ James J. Ingoldsby James J. Ingoldsby	Vice President and Controller of NRG Energy, Inc. (principal accounting officer)
/s/ Christine A. Jacobs Christine A. Jacobs	Sole Director





**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, James River Power LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2005.

JAMES RIVER POWER LLC

By: \_\_\_\_\_ /s/ George P. Schaefer  
George P. Schaefer  
*Treasurer*

**POWER OF ATTORNEY**

The individuals whose signatures appear below constitute and appoint David Crane, Timothy W.J. O'Brien and Tanuja M. Dehne, and each of them, his or her true and lawful attorney-in-fact and agents with full and several power of substitution, for him or her and his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2005.

<u>Signature</u>	<u>Title</u>
_____ /s/ David Crane David Crane	President and Chief Executive Officer of NRG Energy, Inc. (principal executive officer)
_____ /s/ Robert C. Flexon Robert C. Flexon	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
_____ /s/ James J. Ingoldsby James J. Ingoldsby	Vice President and Controller of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: \_\_\_\_\_ /s/ Scott J. Davido  
Scott J. Davido  
*Executive Vice President and Regional President,  
Northeast Region*

\_\_\_\_\_  
/s/ Robert M. Henry  
Robert M. Henry

Sole Management Committee Member

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Kaufman Cogen, LP, a Delaware limited partnership, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2005.

KAUFMAN COGEN, LP

By: \_\_\_\_\_  
/s/ George P. Schaefer  
George P. Schaefer  
*Treasurer*

\*\*\*\*\*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2005.

Signature	Title
/s/ David Crane David Crane	President and Chief Executive Officer of NRG Energy, Inc. (principal executive officer)
/s/ Robert C. Flexon Robert C. Flexon	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
/s/ James J. Ingoldsby James J. Ingoldsby	Vice President and Controller of NRG Energy, Inc. (principal accounting officer)
NRG KAUFMAN LLC.	General Partner

By: \_\_\_\_\_  
/s/ Robert M. Henry  
Scott J. Davido  
*Vice President and Assistant Secretary*

NRG ENERGY, INC. Sole Member of the General Partner

By: \_\_\_\_\_  
/s/ Scott J. Davido  
Scott J. Davido  
*Executive Vice President and Regional President,  
Northeast Region*

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Keystone Power LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2005.

KEYSTONE POWER LLC

By: \_\_\_\_\_ /s/ George P. Schaefer  
 George P. Schaefer  
*Treasurer*

**POWER OF ATTORNEY**

The individuals whose signatures appear below constitute and appoint David Crane, Timothy W.J. O'Brien and Tanuja M. Dehne, and each of them, his or her true and lawful attorney-in-fact and agents with full and several power of substitution, for him or her and his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2005.

Signature	Title
_____ /s/ David Crane David Crane	President and Chief Executive Officer of NRG Energy, Inc. (principal executive officer)
_____ /s/ Robert C. Flexon Robert C. Flexon	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
_____ /s/ James J. Ingoldsby James J. Ingoldsby	Vice President and Controller of NRG Energy, Inc. (principal accounting officer)

NRG MIDATLANTIC  
GENERATING LLC

Sole Member

By: \_\_\_\_\_ /s/ Scott J. Davido  
 Scott J. Davido  
*President*



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, LS Power Management LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2005.

LS POWER MANAGEMENT LLC

By: \_\_\_\_\_ */s/ George P. Schaefer*  
 George P. Schaefer  
*Treasurer*

**POWER OF ATTORNEY**

The individuals whose signatures appear below constitute and appoint David Crane, Timothy W.J. O'Brien and Tanuja M. Dehne, and each of them, his or her true and lawful attorney-in-fact and agents with full and several power of substitution, for him or her and his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2005.

Signature	Title
_____ <i>/s/ David Crane</i> David Crane	President and Chief Executive Officer of NRG Energy, Inc. (principal executive officer)
_____ <i>/s/ Robert C. Flexon</i> Robert C. Flexon	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
_____ <i>/s/ James J. Ingoldsby</i> James J. Ingoldsby	Vice President and Controller of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY INC.	Sole Member

By: \_\_\_\_\_ */s/ Timothy W.J. O'Brien*  
 Timothy W.J. O'Brien  
*Vice President and General Counsel*

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Middletown Power LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2005.

MIDDLETOWN POWER LLC

By: \_\_\_\_\_ /s/ George P. Schaefer  
George P. Schaefer  
*Treasurer*

**POWER OF ATTORNEY**

The individuals whose signatures appear below constitute and appoint David Crane, Timothy W.J. O'Brien and Tanuja M. Dehne, and each of them, his or her true and lawful attorney-in-fact and agents with full and several power of substitution, for him or her and his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done.

\*

\* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2005.

<u>Signature</u>	<u>Title</u>
_____ /s/ David Crane David Crane	President and Chief Executive Officer of NRG Energy, Inc. (principal executive officer)
_____ /s/ Robert C. Flexon Robert C. Flexon	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
_____ /s/ James J. Ingoldsby James J. Ingoldsby	Vice President and Controller of NRG Energy, Inc. (principal accounting officer)
NRG NORTHEAST GENERATING LLC	Sole Member

By: \_\_\_\_\_ /s/ Scott J. Davido  
Scott J. Davido  
*President*

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Montville Power LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2005.

MONTVILLE POWER LLC

By: \_\_\_\_\_ /s/ George P. Schaefer  
George P. Schaefer  
*Treasurer*

**POWER OF ATTORNEY**

The individuals whose signatures appear below constitute and appoint David Crane, Timothy W.J. O'Brien and Tanuja M. Dehne, and each of them, his or her true and lawful attorney-in-fact and agents with full and several power of substitution, for him or her and his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2005.

<u>Signature</u>	<u>Title</u>
_____ /s/ David Crane David Crane	President and Chief Executive Officer of NRG Energy, Inc. (principal executive officer)
_____ /s/ Robert C. Flexon Robert C. Flexon	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
_____ /s/ James J. Ingoldsby James J. Ingoldsby	Vice President and Controller of NRG Energy, Inc. (principal accounting officer)
NRG NORTHEAST GENERATING LLC	Sole Member

By: \_\_\_\_\_ /s/ Scott J. Davido  
Scott J. Davido  
*President*



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NEO California Power LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2005.

NEO CALIFORNIA POWER LLC

By: \_\_\_\_\_ /s/ George P. Schaefer  
George P. Schaefer  
*Treasurer*

**POWER OF ATTORNEY**

The individuals whose signatures appear below constitute and appoint David Crane, Timothy W.J. O'Brien and Tanuja M. Dehne, and each of them, his or her true and lawful attorney-in-fact and agents with full and several power of substitution, for him or her and his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2005.

_____ Signature	_____ Title
/s/ David Crane _____ David Crane	President and Chief Executive Officer of NRG Energy, Inc. (principal executive officer)
/s/ Robert C. Flexon _____ Robert C. Flexon	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
/s/ James J. Ingoldsby _____ James J. Ingoldsby	Vice President and Controller of NRG Energy, Inc. (principal accounting officer)

NEO CORPORATION

Sole Member

By: \_\_\_\_\_ /s/ Ershel Redd  
Ershel Redd  
*President*

\_\_\_\_\_ /s/ Robert M. Henry  
Robert M. Henry

Sole Director

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NEO Chester-Gen LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2005.

NEO CHESTER-GEN LLC

By: \_\_\_\_\_ /s/ George P. Schaefer  
George P. Schaefer  
*Treasurer*

**POWER OF ATTORNEY**

The individuals whose signatures appear below constitute and appoint David Crane, Timothy W.J. O'Brien and Tanuja M. Dehne, and each of them, his or her true and lawful attorney-in-fact and agents with full and several power of substitution, for him or her and his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2005.

<u>Signature</u>	<u>Title</u>
<p>_____ /s/ David Crane _____ David Crane</p>	<p>_____ President and Chief Executive Officer of NRG Energy, Inc. (principal executive officer)</p>
<p>_____ /s/ Robert C. Flexon _____ Robert C. Flexon</p>	<p>_____ Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)</p>
<p>_____ /s/ James J. Ingoldsby _____ James J. Ingoldsby</p>	<p>_____ Vice President and Controller of NRG Energy, Inc. (principal accounting officer)</p>

NEO CORPORATION

Sole Member

By: \_\_\_\_\_ /s/ Ershel Redd  
Ershel Redd  
*President*

\_\_\_\_\_  
/s/ Robert M. Henry  
\_\_\_\_\_  
Robert M. Henry

Sole Director

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NEO Corporation, a Minnesota corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2005.

NEO CORPORATION

By: \_\_\_\_\_ /s/ George P. Schaefer  
George P. Schaefer  
Treasurer

**POWER OF ATTORNEY**

The individuals whose signatures appear below constitute and appoint David Crane, Timothy W.J. O'Brien and Tanuja M. Dehne, and each of them, his or her true and lawful attorney-in-fact and agents with full and several power of substitution, for him or her and his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2005.

<u>Signature</u>	<u>Title</u>
_____ /s/ David Crane David Crane	President and Chief Executive Officer of NRG Energy, Inc. (principal executive officer)
_____ /s/ Robert C. Flexon Robert C. Flexon	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
_____ /s/ James J. Ingoldsby James J. Ingoldsby	Vice President and Controller of NRG Energy, Inc. (principal accounting officer)
_____ /s/ Robert M. Henry Robert M. Henry	Sole Director

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NEO Freehold-Gen LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2005.

NEO FREEHOLD-GEN LLC

By: \_\_\_\_\_ */s/ George P. Schaefer*  
George P. Schaefer  
*Treasurer*

**POWER OF ATTORNEY**

The individuals whose signatures appear below constitute and appoint David Crane, Timothy W.J. O'Brien and Tanuja M. Dehne, and each of them, his or her true and lawful attorney-in-fact and agents with full and several power of substitution, for him or her and his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2005.

Signature	Title
_____ <i>/s/ David Crane</i> David Crane	President and Chief Executive Officer of NRG Energy, Inc. (principal executive officer)
_____ <i>/s/ Robert C. Flexon</i> Robert C. Flexon	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
_____ <i>/s/ James J. Ingoldsby</i> James J. Ingoldsby	Vice President and Controller of NRG Energy, Inc. (principal accounting officer)
NEO CORPORATION	Sole Member
By: _____ <i>/s/ Ershel Redd</i> Ershel Redd <i>President</i>	
_____ <i>/s/ Robert M. Henry</i> Robert M. Henry	Sole Director

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NEO Landfill Gas Holdings Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2005.

NEO LANDFILL GAS HOLDINGS INC.

By:	/s/ George P. Schaefer
	George P. Schaefer <i>Treasurer</i>

**POWER OF ATTORNEY**

The individuals whose signatures appear below constitute and appoint David Crane, Timothy W.J. O'Brien and Tanuja M. Dehne, and each of them, his or her true and lawful attorney-in-fact and agents with full and several power of substitution, for him or her and his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2005.

Signature	Title
/s/ David Crane David Crane	President and Chief Executive Officer of NRG Energy, Inc. (principal executive officer)
/s/ Robert C. Flexon Robert C. Flexon	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
/s/ James J. Ingoldsby James J. Ingoldsby	Vice President and Controller of NRG Energy, Inc. (principal accounting officer)
/s/ Michael R. Carroll Michael R. Carroll	Director
/s/ Ershel C. Redd, Jr. Ershel C. Redd, Jr.	Director

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NEO Montauk Genco Management LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2005.

NEO MONTAUK GENCO  
MANAGEMENT LLC

By: \_\_\_\_\_ /s/ George P. Schaefer  
George P. Schaefer  
*Treasurer*

**POWER OF ATTORNEY**

The individuals whose signatures appear below constitute and appoint David Crane, Timothy W.J. O'Brien and Tanuja M. Dehne, and each of them, his or her true and lawful attorney-in-fact and agents with full and several power of substitution, for him or her and his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2005.

<u>Signature</u>	<u>Title</u>
_____ /s/ David Crane _____ David Crane	_____ President and Chief Executive Officer of NRG Energy, Inc. (principal executive officer)
_____ /s/ Robert C. Flexon _____ Robert C. Flexon	_____ Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
_____ /s/ James J. Ingoldsby _____ James J. Ingoldsby	_____ Vice President and Controller of NRG Energy, Inc. (principal accounting officer)

**NEO CORPORATION**

By: \_\_\_\_\_ /s/ Robert M. Henry  
Robert M. Henry  
*Vice President* Sole Member

### SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NEO Power Services Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2005.

NEO POWER SERVICES INC.

By: \_\_\_\_\_ /s/ George P. Schaefer  
George P. Schaefer  
Treasurer

### POWER OF ATTORNEY

The individuals whose signatures appear below constitute and appoint David Crane, Timothy W.J. O'Brien and Tanuja M. Dehne, and each of them, his or her true and lawful attorney-in-fact and agents with full and several power of substitution, for him or her and his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2005.

<u>Signature</u>	<u>Title</u>
<u>/s/ David Crane</u> David Crane	President and Chief Executive Officer of NRG Energy, Inc. (principal executive officer)
<u>/s/ Robert C. Flexon</u> Robert C. Flexon	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ James J. Ingoldsby</u> James J. Ingoldsby	Vice President and Controller of NRG Energy, Inc. (principal accounting officer)
<u>/s/ Michael R. Carroll</u> Michael R. Carroll	Director
<u>/s/ Ershel C. Redd, Jr.</u> Ershel C. Redd, Jr.	Director

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Norwalk Power LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2005.

NORWALK POWER LLC

By: \_\_\_\_\_ /s/ George P. Schaefer  
George P. Schaefer  
*Treasurer*

**POWER OF ATTORNEY**

The individuals whose signatures appear below constitute and appoint David Crane, Timothy W.J. O'Brien and Tanuja M. Dehne, and each of them, his or her true and lawful attorney-in-fact and agents with full and several power of substitution, for him or her and his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2005.

<u>Signature</u>	<u>Title</u>
_____ /s/ David Crane David Crane	President and Chief Executive Officer of NRG Energy, Inc. (principal executive officer)
_____ /s/ Robert C. Flexon Robert C. Flexon	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
_____ /s/ James J. Ingoldsby James J. Ingoldsby	Vice President and Controller of NRG Energy, Inc. (principal accounting officer)
NRG NORTHEAST GENERATING LLC	Sole Member

By: \_\_\_\_\_ /s/ Scott J. Davido  
Scott J. Davido  
*President*







**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Asia-Pacific, Ltd., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2005.

NRG ASIA-PACIFIC, LTD.

By: \_\_\_\_\_ */s/ George P. Schaefer*  
George P. Schaefer  
*Treasurer*

**POWER OF ATTORNEY**

The individuals whose signatures appear below constitute and appoint David Crane, Timothy W.J. O'Brien and Tanuja M. Dehne, and each of them, his or her true and lawful attorney-in-fact and agents with full and several power of substitution, for him or her and his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2005.

<u>Signature</u>	<u>Title</u>
_____ <i>/s/ David Crane</i> David Crane	President and Chief Executive Officer of NRG Energy, Inc. (principal executive officer)
_____ <i>/s/ Robert C. Flexon</i> Robert C. Flexon	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
_____ <i>/s/ James J. Ingoldsby</i> James J. Ingoldsby	Vice President and Controller of NRG Energy, Inc. (principal accounting officer)
_____ <i>/s/ John P. Brewster</i> John P. Brewster	Director

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Astoria Gas Turbine Operations Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2005.

NRG ASTORIA GAS TURBINE  
OPERATIONS INC.

By: \_\_\_\_\_ /s/ George P. Schaefer  
George P. Schaefer  
Treasurer

**POWER OF ATTORNEY**

The individuals whose signatures appear below constitute and appoint David Crane, Timothy W.J. O'Brien and Tanuja M. Dehne, and each of them, his or her true and lawful attorney-in-fact and agents with full and several power of substitution, for him or her and his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2005.

Signature	Title
_____ /s/ David Crane David Crane	President and Chief Executive Officer of NRG Energy, Inc. (principal executive officer)
_____ /s/ Robert C. Flexon Robert C. Flexon	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
_____ /s/ James J. Ingoldsby James J. Ingoldsby	Vice President and Controller of NRG Energy, Inc. (principal accounting officer)
_____ /s/ Christine A. Jacobs Christine A. Jacobs	Sole Director

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Bayou Cove LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2005.

NRG BAYOU COVE LLC

By: \_\_\_\_\_ /s/ George P. Schaefer  
George P. Schaefer  
*Treasurer*

**POWER OF ATTORNEY**

The individuals whose signatures appear below constitute and appoint David Crane, Timothy W.J. O'Brien and Tanuja M. Dehne, and each of them, his or her true and lawful attorney-in-fact and agents with full and several power of substitution, for him or her and his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2005.

Signature	Title
/s/ David Crane David Crane	President and Chief Executive Officer of NRG Energy, Inc. (principal executive officer)
/s/ Robert C. Flexon Robert C. Flexon	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
/s/ James J. Ingoldsby James J. Ingoldsby	Vice President and Controller of NRG Energy, Inc. (principal accounting officer)
NRG SOUTH CENTRAL GENERATING LLC	Sole Member

By: \_\_\_\_\_ /s/ John P. Brewster  
John P. Brewster  
*Vice President*









### SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Connecticut Affiliate Services Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2005.

NRG CONNECTICUT AFFILIATE  
SERVICES INC.

By: \_\_\_\_\_ /s/ George P. Schaefer  
George P. Schaefer  
*Treasurer*

### POWER OF ATTORNEY

The individuals whose signatures appear below constitute and appoint David Crane, Timothy W.J. O'Brien and Tanuja M. Dehne, and each of them, his or her true and lawful attorney-in-fact and agents with full and several power of substitution, for him or her and his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2005.

<u>Signature</u>	<u>Title</u>
_____ /s/ David Crane David Crane	President and Chief Executive Officer of NRG Energy, Inc. (principal executive officer)
_____ /s/ Robert C. Flexon Robert C. Flexon	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
_____ /s/ James J. Ingoldsby James J. Ingoldsby	Vice President and Controller of NRG Energy, Inc. (principal accounting officer)
_____ /s/ Denise Wilson Denise Wilson	Sole Director

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Devon Operations Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2005.

NRG DEVON OPERATIONS INC.

By: \_\_\_\_\_ /s/ George P. Schaefer  
 George P. Schaefer  
*Treasurer*

**POWER OF ATTORNEY**

The individuals whose signatures appear below constitute and appoint David Crane, Timothy W.J. O'Brien and Tanuja M. Dehne, and each of them, his or her true and lawful attorney-in-fact and agents with full and several power of substitution, for him or her and his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2005.

<u>Signature</u>	<u>Title</u>
_____ /s/ David Crane _____ David Crane	_____ President and Chief Executive Officer of NRG Energy, Inc. (principal executive officer)
_____ /s/ Robert C. Flexon _____ Robert C. Flexon	_____ Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
_____ /s/ James J. Ingoldsby _____ James J. Ingoldsby	_____ Vice President and Controller of NRG Energy, Inc. (principal accounting officer)
_____ /s/ Christine A. Jacobs _____ Christine A. Jacobs	_____ Sole Director



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Dunkirk Operations Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2005.

NRG DUNKIRK OPERATIONS INC.

By: \_\_\_\_\_ /s/ George P. Schaefer  
George P. Schaefer  
Treasurer

**POWER OF ATTORNEY**

The individuals whose signatures appear below constitute and appoint David Crane, Timothy W.J. O'Brien and Tanuja M. Dehne, and each of them, his or her true and lawful attorney-in-fact and agents with full and several power of substitution, for him or her and his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2005.

Signature	Title
/s/ David Crane	President and Chief Executive Officer of NRG Energy, Inc. (principal executive officer)
David Crane	
/s/ Robert C. Flexon	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
Robert C. Flexon	
/s/ James J. Ingoldsby	Vice President and Controller of NRG Energy, Inc. (principal accounting officer)
James J. Ingoldsby	
/s/ Christine A. Jacobs	Sole Director
Christine A. Jacobs	

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG El Segundo Operations Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2005.

NRG EL SEGUNDO OPERATIONS INC.

By: \_\_\_\_\_ /s/ George P. Schaefer  
George P. Schaefer  
*Treasurer*

**POWER OF ATTORNEY**

The individuals whose signatures appear below constitute and appoint David Crane, Timothy W.J. O'Brien and Tanuja M. Dehne, and each of them, his or her true and lawful attorney-in-fact and agents with full and several power of substitution, for him or her and his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2005.

<u>Signature</u>	<u>Title</u>
<u>/s/ David Crane</u> David Crane	President and Chief Executive Officer of NRG Energy, Inc. (principal executive officer)
<u>/s/ Robert C. Flexon</u> Robert C. Flexon	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ James J. Ingoldsby</u> James J. Ingoldsby	Vice President and Controller of NRG Energy, Inc. (principal accounting officer)
<u>/s/ Christine A. Jacobs</u> Christine A. Jacobs	Sole Director

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Huntley Operations Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2005.

NRG HUNTLEY OPERATIONS INC.

By: \_\_\_\_\_ /s/ George P. Schaefer  
George P. Schaefer  
*Treasurer*

**POWER OF ATTORNEY**

The individuals whose signatures appear below constitute and appoint David Crane, Timothy W.J. O'Brien and Tanuja M. Dehne, and each of them, his or her true and lawful attorney-in-fact and agents with full and several power of substitution, for him or her and his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2005.

Signature	Title
_____ /s/ David Crane David Crane	President and Chief Executive Officer of NRG Energy, Inc. (principal executive officer)
_____ /s/ Robert C. Flexon Robert C. Flexon	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
_____ /s/ James J. Ingoldsby James J. Ingoldsby	Vice President and Controller of NRG Energy, Inc. (principal accounting officer)
_____ /s/ Christine A. Jacobs Christine A. Jacobs	Sole Director















**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Mesquite LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2005.

NRG MESQUITE LLC

By:    /s/ George P. Schaefer  
George P. Schaefer  
Treasurer

**POWER OF ATTORNEY**

The individuals whose signatures appear below constitute and appoint David Crane, Timothy W.J. O'Brien and Tanuja M. Dehne, and each of them, his or her true and lawful attorney-in-fact and agents with full and several power of substitution, for him or her and his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2005.

<u>Signature</u>	<u>Title</u>
<u>  </u> <div style="text-align: center;">/s/ David Crane <hr style="width: 100%;"/>David Crane</div>	<div style="text-align: center;">President and Chief Executive Officer of NRG Energy, Inc. (principal executive officer)</div>
<u>  </u> <div style="text-align: center;">/s/ Robert C. Flexon <hr style="width: 100%;"/>Robert C. Flexon</div>	<div style="text-align: center;">Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)</div>
<u>  </u> <div style="text-align: center;">/s/ James J. Ingoldsby <hr style="width: 100%;"/>James J. Ingoldsby</div>	<div style="text-align: center;">Vice President and Controller of NRG Energy, Inc. (principal accounting officer)</div>
<u>  </u> <div style="text-align: center;">NRG ENERGY, INC.</div>	<div style="text-align: center;">Sole Member</div>

By:    /s/ Scott J. Davido  
Scott J. Davido  
Executive Vice President and  
Regional President, Northeast Region



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG MidAtlantic Affiliate Services Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2005.

NRG MIDATLANTIC AFFILIATE  
SERVICES INC.

By: \_\_\_\_\_ /s/ George P. Schaefer  
George P. Schaefer  
*Treasurer*

**POWER OF ATTORNEY**

The individuals whose signatures appear below constitute and appoint David Crane, Timothy W.J. O'Brien and Tanuja M. Dehne, and each of them, his or her true and lawful attorney-in-fact and agents with full and several power of substitution, for him or her and his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2005.

<b>Signature</b>	<b>Title</b>
_____ /s/ David Crane David Crane	_____ President and Chief Executive Officer of NRG Energy, Inc. (principal executive officer)
_____ /s/ Robert C. Flexon Robert C. Flexon	_____ Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
_____ /s/ James J. Ingoldsby James J. Ingoldsby	_____ Vice President and Controller of NRG Energy, Inc. (principal accounting officer)
_____ /s/ Denise Wilson Denise Wilson	_____ Sole Director



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Middletown Operations Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2005.

NRG MIDDLETOWN OPERATIONS INC.

By: \_\_\_\_\_ /s/ George P. Schaefer  
George P. Schaefer  
*Treasurer*

**POWER OF ATTORNEY**

The individuals whose signatures appear below constitute and appoint David Crane, Timothy W.J. O'Brien and Tanuja M. Dehne, and each of them, his or her true and lawful attorney-in-fact and agents with full and several power of substitution, for him or her and his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2005.

<u>Signature</u>	<u>Title</u>
_____ /s/ David Crane David Crane	_____ President and Chief Executive Officer of NRG Energy, Inc. (principal executive officer)
_____ /s/ Robert C. Flexon Robert C. Flexon	_____ Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
_____ /s/ James J. Ingoldsby James J. Ingoldsby	_____ Vice President and Controller of NRG Energy, Inc. (principal accounting officer)
_____ /s/ Christine A. Jacobs Christine A. Jacobs	_____ Sole Director



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Montville Operations Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2005.

NRG MONTVILLE OPERATIONS INC.

By: \_\_\_\_\_ /s/ George P. Schaefer  
George P. Schaefer  
*Treasurer*

**POWER OF ATTORNEY**

The individuals whose signatures appear below constitute and appoint David Crane, Timothy W.J. O'Brien and Tanuja M. Dehne, and each of them, his or her true and lawful attorney-in-fact and agents with full and several power of substitution, for him or her and his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2005.

<u>Signature</u>	<u>Title</u>
_____ /s/ David Crane David Crane	President and Chief Executive Officer of NRG Energy, Inc. (principal executive officer)
_____ /s/ Robert C. Flexon Robert C. Flexon	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
_____ /s/ James J. Ingoldsby James J. Ingoldsby	Vice President and Controller of NRG Energy, Inc. (principal accounting officer)
_____ /s/ Christine A. Jacobs Christine A. Jacobs	Sole Director





**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG North Central Operations Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2005.

NRG NORTH CENTRAL OPERATIONS INC.

By: \_\_\_\_\_ /s/ George P. Schaefer  
 George P. Schaefer  
*Treasurer*

**POWER OF ATTORNEY**

The individuals whose signatures appear below constitute and appoint David Crane, Timothy W.J. O'Brien and Tanuja M. Dehne, and each of them, his or her true and lawful attorney-in-fact and agents with full and several power of substitution, for him or her and his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2005.

Signature	Title
_____ /s/ David Crane David Crane	President and Chief Executive Officer of NRG Energy, Inc. (principal executive officer)
_____ /s/ Robert C. Flexon Robert C. Flexon	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
_____ /s/ James J. Ingoldsby James J. Ingoldsby	Vice President and Controller of NRG Energy, Inc. (principal accounting officer)
_____ /s/ Christine A. Jacobs Christine A. Jacobs	Sole Director

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Northeast Affiliate Services Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2005.

NRG NORTHEAST AFFILIATE  
SERVICES INC.

By: /s/ George P. Schaefer

---

George P. Schaefer  
*Treasurer*

**POWER OF ATTORNEY**

The individuals whose signatures appear below constitute and appoint David Crane, Timothy W.J. O'Brien and Tanuja M. Dehne, and each of them, his or her true and lawful attorney-in-fact and agents with full and several power of substitution, for him or her and his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2005.

<b>Signature</b>	<b>Title</b>
<hr/> <i>/s/ David Crane</i> David Crane	President and Chief Executive Officer of NRG Energy, Inc. (principal executive officer)
<hr/> <i>/s/ Robert C. Flexon</i> Robert C. Flexon	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<hr/> <i>/s/ James J. Ingoldsby</i> James J. Ingoldsby	Vice President and Controller of NRG Energy, Inc. (principal accounting officer)
<hr/> <i>/s/ Denise Wilson</i> Denise Wilson	Sole Director





**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Operating Services, Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2005.

NRG OPERATING SERVICES INC.

By: \_\_\_\_\_ /s/ George P. Schaefer  
George P. Schaefer  
*Treasurer*

**POWER OF ATTORNEY**

The individuals whose signatures appear below constitute and appoint David Crane, Timothy W.J. O'Brien and Tanuja M. Dehne, and each of them, his or her true and lawful attorney-in-fact and agents with full and several power of substitution, for him or her and his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2005.

<u>Signature</u>	<u>Title</u>
_____ /s/ David Crane David Crane	President and Chief Executive Officer of NRG Energy, Inc. (principal executive officer)
_____ /s/ Robert C. Flexon Robert C. Flexon	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
_____ /s/ James J. Ingoldsby James J. Ingoldsby	Vice President and Controller of NRG Energy, Inc. (principal accounting officer)
_____ /s/ Christine A. Jacobs Christine A. Jacobs	Sole Director



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Oswego Harbor Power Operations Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2005.

NRG OSWEGO HARBOR POWER  
OPERATIONS INC.

By: \_\_\_\_\_ /s/ George P. Schaefer  
George P. Schaefer  
Treasurer

**POWER OF ATTORNEY**

The individuals whose signatures appear below constitute and appoint David Crane, Timothy W.J. O'Brien and Tanuja M. Dehne, and each of them, his or her true and lawful attorney-in-fact and agents with full and several power of substitution, for him or her and his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2005.

<u>Signature</u>	<u>Title</u>
<u>_____</u> /s/ David Crane David Crane	President and Chief Executive Officer of NRG Energy, Inc. (principal executive officer)
<u>_____</u> /s/ Robert C. Flexon Robert C. Flexon	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>_____</u> /s/ James J. Ingoldsby James J. Ingoldsby	Vice President and Controller of NRG Energy, Inc. (principal accounting officer)
<u>_____</u> /s/ Christine A. Jacobs Christine A. Jacobs	Sole Director

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Power Marketing Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2005.

NRG POWER MARKETING INC.

By: \_\_\_\_\_ /s/ George P. Schaefer  
George P. Schaefer  
*Treasurer*

**POWER OF ATTORNEY**

The individuals whose signatures appear below constitute and appoint David Crane, Timothy W.J. O'Brien and Tanuja M. Dehne, and each of them, his or her true and lawful attorney-in-fact and agents with full and several power of substitution, for him or her and his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2005.

<b>Signature</b>	<b>Title</b>
_____ /s/ David Crane David Crane	President and Chief Executive Officer of NRG Energy, Inc. (principal executive officer)
_____ /s/ Robert C. Flexon Robert C. Flexon	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
_____ /s/ James J. Ingoldsby James J. Ingoldsby	Vice President and Controller of NRG Energy, Inc. (principal accounting officer)
_____ /s/ Kevin T. Howell Kevin T. Howell	Sole Director

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Rocky Road LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2005.

NRG ROCKY ROAD LLC

By: \_\_\_\_\_ /s/ George P. Schaefer  
George P. Schaefer  
*Treasurer*

**POWER OF ATTORNEY**

The individuals whose signatures appear below constitute and appoint David Crane, Timothy W.J. O'Brien and Tanuja M. Dehne, and each of them, his or her true and lawful attorney-in-fact and agents with full and several power of substitution, for him or her and his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2005.

<u>Signature</u>	<u>Title</u>
_____ /s/ David Crane _____ David Crane	_____ President and Chief Executive Officer of NRG Energy, Inc. (principal executive officer)
_____ /s/ Robert C. Flexon _____ Robert C. Flexon	_____ Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
_____ /s/ James J. Ingoldsby _____ James J. Ingoldsby	_____ Vice President and Controller of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: \_\_\_\_\_ /s/ Scott J. Davido  
Scott J. Davido  
*Executive Vice President and  
Regional President, Northeast Region*

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Saguaro Operations Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2005.

NRG SAGUARO OPERATIONS INC.

By: \_\_\_\_\_ /s/ George P. Schaefer  
George P. Schaefer  
*Treasurer*

**POWER OF ATTORNEY**

The individuals whose signatures appear below constitute and appoint David Crane, Timothy W.J. O'Brien and Tanuja M. Dehne, and each of them, his or her true and lawful attorney-in-fact and agents with full and several power of substitution, for him or her and his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2005.

<b>Signature</b>	<b>Title</b>
_____ /s/ David Crane David Crane	President and Chief Executive Officer of NRG Energy, Inc. (principal executive officer)
_____ /s/ Robert C. Flexon Robert C. Flexon	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
_____ /s/ James J. Ingoldsby James J. Ingoldsby	Vice President and Controller of NRG Energy, Inc. (principal accounting officer)
_____ /s/ Christine A. Jacobs Christine A. Jacobs	Sole Director

### SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Services Corporation, a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2005.

#### NRG SERVICES CORPORATION

By:    /s/ George P. Schaefer  
George P. Schaefer  
*Treasurer*

### POWER OF ATTORNEY

The individuals whose signatures appear below constitute and appoint David Crane, Timothy W.J. O'Brien and Tanuja M. Dehne, and each of them, his or her true and lawful attorney-in-fact and agents with full and several power of substitution, for him or her and his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2005.

<u>Signature</u>	<u>Title</u>
<u>  </u> /s/ David Crane <u>  </u> David Crane	President and Chief Executive Officer of NRG Energy, Inc. (principal executive officer)
<u>  </u> /s/ Robert C. Flexon <u>  </u> Robert C. Flexon	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>  </u> /s/ James J. Ingoldsby <u>  </u> James J. Ingoldsby	Vice President and Controller of NRG Energy, Inc. (principal accounting officer)
 NRG ENERGY, INC.	Sole Member

By:    /s/ Timothy W.J. O'Brien  
Timothy W.J. O'Brien  
*Vice President and General Counsel*

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG South Central Affiliate Services Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2005.

NRG SOUTH CENTRAL AFFILIATE  
SERVICES INC.

By: \_\_\_\_\_ /s/ George P. Schaefer  
George P. Schaefer  
*Treasurer*

**POWER OF ATTORNEY**

The individuals whose signatures appear below constitute and appoint David Crane, Timothy W.J. O'Brien and Tanuja M. Dehne, and each of them, his or her true and lawful attorney-in-fact and agents with full and several power of substitution, for him or her and his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2005.

<u>Signature</u>	<u>Title</u>
_____ /s/ David Crane David Crane	President and Chief Executive Officer of NRG Energy, Inc. (principal executive officer)
_____ /s/ Robert C. Flexon Robert C. Flexon	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
_____ /s/ James J. Ingoldsby James J. Ingoldsby	Vice President and Controller of NRG Energy, Inc. (principal accounting officer)
_____ /s/ Denise Wilson Denise Wilson	Sole Director

### SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG South Central Generating LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2005.

NRG SOUTH CENTRAL GENERATING LLC

By: \_\_\_\_\_ /s/ George P. Schaefer  
George P. Schaefer  
*Treasurer*

### POWER OF ATTORNEY

The individuals whose signatures appear below constitute and appoint David Crane, Timothy W.J. O'Brien and Tanuja M. Dehne, and each of them, his or her true and lawful attorney-in-fact and agents with full and several power of substitution, for him or her and his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2005.

Signature	Title
_____ /s/ David Crane David Crane	President and Chief Executive Officer of NRG Energy, Inc. (principal executive officer)
_____ /s/ Robert C. Flexon Robert C. Flexon	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
_____ /s/ James J. Ingoldsby James J. Ingoldsby	Vice President and Controller of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: \_\_\_\_\_ /s/ David Crane  
David Crane  
*President, Chief Executive Officer and  
Director*

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG South Central Operations Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2005.

NRG SOUTH CENTRAL OPERATIONS INC.

By: \_\_\_\_\_ /s/ George P. Schaefer  
George P. Schaefer  
Treasurer

**POWER OF ATTORNEY**

The individuals whose signatures appear below constitute and appoint David Crane, Timothy W.J. O'Brien and Tanuja M. Dehne, and each of them, his or her true and lawful attorney-in-fact and agents with full and several power of substitution, for him or her and his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2005.

<u>Signature</u>	<u>Title</u>
<hr/> <u>/s/ David Crane</u> David Crane	President and Chief Executive Officer of NRG Energy, Inc. (principal executive officer)
<hr/> <u>/s/ Robert C. Flexon</u> Robert C. Flexon	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<hr/> <u>/s/ James J. Ingoldsby</u> James J. Ingoldsby	Vice President and Controller of NRG Energy, Inc. (principal accounting officer)
<hr/> <u>/s/ Christine A. Jacobs</u> Christine A. Jacobs	Sole Director







### SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Oswego Harbor Power LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2005.

OSWEGO HARBOR POWER LLC

By: \_\_\_\_\_ /s/ George P. Schaefer  
George P. Schaefer  
*Treasurer*

### POWER OF ATTORNEY

The individuals whose signatures appear below constitute and appoint David Crane, Timothy W.J. O'Brien and Tanuja M. Dehne, and each of them, his or her true and lawful attorney-in-fact and agents with full and several power of substitution, for him or her and his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2005.

<b>Signature</b>	<b>Title</b>
_____ /s/ David Crane David Crane	President and Chief Executive Officer of NRG Energy, Inc. (principal executive officer)
_____ /s/ Robert C. Flexon Robert C. Flexon	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
_____ /s/ James J. Ingoldsby James J. Ingoldsby	Vice President and Controller of NRG Energy, Inc. (principal accounting officer)
NRG NORTHEAST GENERATING LLC	Sole Member

By: \_\_\_\_\_ /s/ Scott J. Davido  
Scott J. Davido  
*President*



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Somerset Operations Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2005.

SOMERSET OPERATIONS INC.

By: \_\_\_\_\_ /s/ George P. Schaefer  
George P. Schaefer  
*Treasurer*

**POWER OF ATTORNEY**

The individuals whose signatures appear below constitute and appoint David Crane, Timothy W.J. O'Brien and Tanuja M. Dehne, and each of them, his or her true and lawful attorney-in-fact and agents with full and several power of substitution, for him or her and his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2005.

<u>Signature</u>	<u>Title</u>
_____ /s/ David Crane David Crane	President and Chief Executive Officer of NRG Energy, Inc. (principal executive officer)
_____ /s/ Robert C. Flexon Robert C. Flexon	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
_____ /s/ James J. Ingoldsby James J. Ingoldsby	Vice President and Controller of NRG Energy, Inc. (principal accounting officer)
_____ /s/ Christine A. Jacobs Christine A. Jacobs	Sole Director



### SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Vienna Operations Inc., a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2005.

VIENNA OPERATIONS INC.

By: \_\_\_\_\_ /s/ George P. Schaefer  
George P. Schaefer  
*Treasurer*

### POWER OF ATTORNEY

The individuals whose signatures appear below constitute and appoint David Crane, Timothy W.J. O'Brien and Tanuja M. Dehne, and each of them, his or her true and lawful attorney-in-fact and agents with full and several power of substitution, for him or her and his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done.

\* \* \* \* \*

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2005.

<u>Signature</u>	<u>Title</u>
_____ /s/ David Crane David Crane	President and Chief Executive Officer of NRG Energy, Inc. (principal executive officer)
_____ /s/ Robert C. Flexon Robert C. Flexon	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
_____ /s/ James J. Ingoldsby James J. Ingoldsby	Vice President and Controller of NRG Energy, Inc. (principal accounting officer)
_____ /s/ Christine A. Jacobs Christine A. Jacobs	Sole Director

## INDEX TO EXHIBITS

<u>Exhibit No</u>	<u>Description</u>	<u>Incorporated by Reference to Filings Indicated</u>
1.1	Form of Underwriting Agreement related to debt securities, preferred stock and common stock	*
4.1	Specimen of certificate representing common stock, par value \$0.01 per share	*
4.2	Specimen of certificate representing preferred stock, par value \$0.01 per share	*
4.3	Form of Indenture, to be entered into between NRG Energy, Inc. and Law Debenture Trust Company of New York, as trustee	**
4.4	Form of debt securities	*
5.1	Opinion of Skadden, Arps, Slate, Meagher and Flom LLP	**
12.1	Statement re computation of ratios of earnings to fixed charges	**
23.1	Consent of PricewaterhouseCoopers LLP	**
23.2	Consent of KPMG LLP	**
23.3	Consent of PricewaterhouseCoopers LLP (with respect to West Coast Power LLC)	**
23.4	Consent of KPMG LLP (with respect to NRG Northeast Generating LLC)	**
23.5	Consent of KPMG LLP (with respect to NRG Mid Atlantic Generating LLC)	**
23.6	Consent of KPMG LLP (with respect to NRG International LLC)	**
23.7	Consent of KPMG LLP (with respect to Indian River Power LLC)	**
23.8	Consent of KPMG LLP (with respect to Oswego Harbor Power LLC)	**
23.9	Consent of KPMG LLP (with respect to NRG South Central Generating LLC)	**
23.10	Consent of KPMG LLP (with respect to Louisiana Generating LLC)	**
23.11	Consent of Deloitte & Touche LLP	**
23.12	Consent of Skadden, Arps, Slate, Meagher and Flom LLP (included in Exhibit 5.1)	
24.1	Power of Attorney (included on signature page hereto)	
25.1	Form T-1 Statement of Eligibility under the Trust Indenture Act of 1939 of Law Debenture Trust Company of New York , the trustee under the Indenture	**

\* To be filed by amendment or as an exhibit to a Current Report on Form 8-K and incorporated herein by reference.

\*\* Filed herewith.



NRG ENERGY, INC.

INDENTURE

Dated as of \_\_\_\_\_, 2005

Law Debenture Trust Company of New York,  
as Trustee

TABLE OF CONTENTS

	Page
	----
ARTICLE I. DEFINITIONS AND INCORPORATION BY REFERENCE.....	1
Section 1.1.    Definitions.....	1
Section 1.2.    Other Definitions.....	7
Section 1.3.    Incorporation by Reference of Trust Indenture Act.....	7
Section 1.4.    Rules of Construction.....	8
ARTICLE II. THE SECURITIES.....	8
Section 2.1.    Issuable in Series.....	8
Section 2.2.    Establishment of Terms of Series of Securities.....	9
Section 2.3.    Execution and Authentication.....	11
Section 2.4.    Registrar and Paying Agent.....	12
Section 2.5.    Paying Agent to Hold Money in Trust.....	12
Section 2.6.    Securityholder Lists.....	13
Section 2.7.    Transfer and Exchange.....	13
Section 2.8.    Mutilated, Destroyed, Lost and Stolen Securities.....	13
Section 2.9.    Outstanding Securities.....	14
Section 2.10.   Treasury Securities.....	15
Section 2.11.   Temporary Securities.....	15
Section 2.12.   Cancellation.....	15
Section 2.13.   Defaulted Interest.....	15
Section 2.14.   Global Securities.....	15
Section 2.15.   CUSIP Numbers.....	17
ARTICLE III. REDEMPTION.....	17
Section 3.1.    Notice to Trustee.....	17
Section 3.2.    Selection of Securities to be Redeemed or Repurchased.....	17
Section 3.3.    Notice of Redemption.....	18
Section 3.4.    Effect of Notice of Redemption.....	18
Section	
3.5.    Deposit of Redemption Price.....	19
Section 3.6.    Securities Redeemed in Part.....	19
ARTICLE IV. COVENANTS.....	19
Section 4.1.    Payment of Principal and Interest.....	19
Section 4.2.    Maintenance of Office or Agency.....	19
Section 4.3.    SEC Reports.....	20
Section 4.4.    Compliance Certificate.....	20
Section 4.5.    Taxes.....	21
Section 4.6.    Stay, Extension and Usury Laws.....	21
Section 4.7.    Corporate Existence.....	21
ARTICLE V. SUCCESSORS.....	22
Section 5.1.    Merger, Consolidation, or Sale of Assets.....	22
Section 5.2.    Successor Corporation Substituted.....	23
ARTICLE VI. DEFAULTS AND REMEDIES.....	23
Section 6.1.    Events of Default.....	23
Section 6.2.    Acceleration.....	25
Section 6.3.    Other Remedies.....	25

Section 6.4.	Waiver of Past Defaults.....	26
Section 6.5.	Control by Majority.....	26
Section 6.6.	Limitation on Suits.....	26
Section 6.7.	Rights of Holders of Notes to Receive Payment.....	27
Section 6.8.	Collection Suit by Trustee.....	27
Section 6.9.	Trustee May File Proofs of Claim.....	27
Section 6.10.	Priorities.....	28
Section 6.11.	Undertaking for Costs.....	28
ARTICLE VII.	TRUSTEE.....	28
Section 7.1.	Duties of Trustee.....	28
Section 7.2.	Rights of Trustee.....	30
Section 7.3.	Individual Rights of Trustee.....	31
Section 7.4.	Trustee's Disclaimer.....	31
Section 7.5.	Notice of Defaults.....	31
Section 7.6.	Reports by Trustee to Holders.....	31
Section 7.7.	Compensation and Indemnity.....	32
Section 7.8.	Replacement of Trustee.....	32
Section 7.9.	Successor Trustee by Merger, etc.....	33
Section 7.10.	Eligibility; Disqualification.....	33
Section 7.11.	Preferential Collection of Claims Against Company.....	34
ARTICLE VIII.	LEGAL DEFEASANCE AND COVENANT DEFEASANCE.....	34
Section 8.1.	Option to Effect Legal Defeasance or Covenant Defeasance.....	34
Section 8.2.	Legal Defeasance and Discharge.....	34
Section 8.3.	Covenant Defeasance.....	35
Section 8.4.	Conditions to Legal or Covenant Defeasance.....	35
Section 8.5.	Deposited Money and Government Securities to be Held in Trust; Other Miscellaneous Provisions.....	36
Section 8.6.	Repayment to Company.....	37
Section 8.7.	Reinstatement.....	37
ARTICLE IX.	AMENDMENTS AND WAIVERS.....	37
Section 9.1.	Without Consent of Holders.....	37
Section 9.2.	With Consent of Holders.....	38
Section 9.3.	Limitations.....	39
Section 9.4.	Compliance with Trust Indenture Act.....	40
Section 9.5.	Revocation and Effect of Consents.....	40
Section 9.6.	Notation on or Exchange of Securities.....	40
Section 9.7.	Trustee Protected.....	40
ARTICLE X.	SATISFACTION AND DISCHARGE.....	41
Section 10.1.	Satisfaction and Discharge.....	41
Section 10.2.	Application of Trust Money.....	42
ARTICLE XI.	MISCELLANEOUS.....	42
Section 11.1.	Trust Indenture Act Controls.....	42
Section 11.2.	Notices.....	42
Section 11.3.	Communication by Holders with Other Holders.....	43
Section 11.4.	Certificate and Opinion as to Conditions Precedent.....	43
Section 11.5.	Statements Required in Certificate or Opinion.....	43

Section 11.6.	Rules by Trustee and Agents.....	44
Section 11.7.	Legal Holidays.....	44
Section 11.8.	No Recourse Against Others.....	44
Section 11.9.	Counterparts.....	44
Section 11.10.	Governing Laws.....	44
Section 11.11.	No Adverse Interpretation of Other Agreements.....	45
Section 11.12.	Successors.....	45
Section 11.13.	Severability.....	45
Section 11.14.	Table of Contents, Headings, Etc.....	45
Section 11.15.	Securities in a Foreign Currency or in ECU.....	45
Section 11.16.	Judgment Currency.....	46
ARTICLE XII.	SINKING FUNDS.....	46
Section 12.1.	Applicability of Article.....	46
Section 12.2.	Satisfaction of Sinking Fund Payments with Securities.....	47
Section 12.3.	Redemption of Securities for Sinking Fund.....	47

NRG ENERGY, INC.

Reconciliation and tie between Trust Indenture Act of 1939 and  
 Indenture, dated as of \_\_\_\_\_, 2005

Section 310(a) (1)	7.10
(a) (2)	7.10
(a) (3)	Not Applicable
(a) (4)	Not Applicable
(a) (5)	7.10
(b)	7.10
Section 311(a)	7.11
(b)	7.11
(c)	Not Applicable
Section 312(a)	2.6
(b)	10.3
(c)	10.3
Section 313(a)	7.6
(b) (1)	7.6
(b) (2)	7.6
(c) (1)	7.6
(d)	7.6
Section 314(a)	4.2, 10.5
(b)	Not Applicable
(c) (1)	10.4
(c) (2)	10.4
(c) (3)	Not Applicable
(d)	Not Applicable
(e)	10.5
(f)	Not Applicable
Section 315(a)	7.1
(b)	7.5
(c)	7.1
(d)	7.1
(e)	6.14
Section 316(a)	2.10
(a) (1) (A)	6.12
(a) (1) (B)	6.13
(b)	6.8
Section 317(a) (1)	6.3
(a) (2)	6.4
(b)	2.5
Section 318(a)	11.1

-----  
 Note: This reconciliation and tie shall not, for any purpose, be deemed to be part of the Indenture.

Indenture dated as of \_\_\_\_\_, 2005 between NRG Energy, Inc., a Delaware corporation ("Company"), and Law Debenture Trust Company of New York, as trustee ("Trustee").

Each party agrees as follows for the benefit of the other party and for the equal and ratable benefit of the Holders of the Securities issued under this Indenture.

ARTICLE I.  
 DEFINITIONS AND INCORPORATION BY REFERENCE

Section 1.1. Definitions.

"Additional Amounts" means any additional amounts which are required hereby or by any Security, under circumstances specified herein or therein, to be paid by the Company in respect of certain taxes imposed on Holders specified herein or therein and which are owing to such Holders.

"Affiliate" of any specified person means any other person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified person. For purposes of this definition, "control", as used with respect to any person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person, whether through the ownership of voting securities, by agreement or otherwise; provided that beneficial ownership of 10% or more of the

Voting Stock of a Person will be deemed to be control. For purposes of this definition, the terms "controlling," "controlled by" and "under common control with" have correlative meanings. .

"Agent" means any Registrar, Paying Agent or Service Agent.

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

"Authorized Newspaper" means a newspaper in an official language of the country of publication customarily published at least once a day for at least five days in each calendar week and of general circulation in the place in connection with which the term is used. If it shall be impractical in the opinion of the Trustee to make any publication of any notice required hereby in an Authorized Newspaper, any publication or other notice in lieu thereof that is made or given by the Trustee shall constitute a sufficient publication of such notice.

"Bearer" means anyone in possession from time to time of a Bearer Security.

"Bearer Security" means any Security, including any interest coupon appertaining thereto, that does not provide for the identification of the Holder thereof.

"Board of Directors" means:

(1) with respect to a corporation, the board of directors of the corporation or any committee thereof duly authorized to act on behalf of such board;

(2) with respect to a partnership, the Board of Directors of the general partner of the partnership;

(3) with respect to a limited liability company, the managing member or members or any controlling committee of managing members thereof; and

(4) with respect to any other person, the board or committee of such person serving a similar function.

"Board Resolution" means a copy of a resolution certified by the Secretary or an Assistant Secretary of the Company to have been adopted by the Board of Directors or pursuant to authorization by the Board of Directors and to be in full force and effect on the date of the certificate and delivered to the Trustee.

"Business Day" means, unless otherwise provided by Board Resolution, Officers' Certificate or supplemental indenture hereto for a particular Series, any day except a Saturday, Sunday or a legal holiday in The City of New York on which banking institutions are authorized or required by law, regulation or executive order to close.

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

"Capital Stock" means:

(1) in the case of a corporation, corporate stock;

(2) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however

designated) of corporate stock;

(3) in the case of a partnership or limited liability company, partnership interests (whether general or limited) or membership interests; and

(4) any other interest or participation that confers on a person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing person, but excluding from all of the foregoing any debt securities convertible into Capital Stock, whether or not such debt securities include any right of participation with Capital Stock.

2

"Company" means the party named as such above until a successor replaces it and thereafter means the successor.

"Company Order" means a written order signed in the name of the Company by two Officers, one of whom must be the Company's principal executive officer, principal financial officer or principal accounting officer.

"Company Request" means a written request signed in the name of the Company by its Chief Executive Officer, the President or a Vice President, and by its Treasurer, an Assistant Treasurer, its Secretary or an Assistant Secretary, and delivered to the Trustee.

"Corporate Trust Office" means the office of the Trustee at which at any particular time its corporate trust business shall be principally administered.

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

"Depository" means, with respect to the Securities of any Series issuable or issued in whole or in part in the form of one or more Global Securities, the person designated as Depository for such Series by the Company, which Depository shall be a clearing agency registered under the Exchange Act; and if at any time there is more than one such person, "Depository" as used with respect to the Securities of any Series shall mean the Depository with respect to the Securities of such Series.

"Discount Security" means any Security that provides for an amount less than the stated principal amount thereof to be due and payable upon declaration of acceleration of the maturity thereof pursuant to Section 6.2.

"Dollars" and "\$" means the currency of The United States of America.

"ECU" means the European Currency Unit as determined by the Commission of the European Union.

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

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Foreign Currency" means any currency or currency unit issued by a government other than the government of The United States of America.

"Foreign Government Obligations" means, with respect to Securities of any Series that are denominated in a Foreign Currency, (i) direct obligations of the government that issued or caused to be issued such currency for the payment of which obligations its full faith and credit is pledged or (ii) obligations of a person controlled or supervised by or acting as an agency or instrumentality of such government the timely payment of which is unconditionally

3

guaranteed as a full faith and credit obligation by such government, which, in either case under clauses (i) or (ii), are not callable or redeemable at the option of the issuer thereof.

"GAAP" means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as have been approved by a significant segment of the accounting profession, which are in effect from time to time.

"Global Security" or "Global Securities" means a Security or Securities, as the case may be, in the form established pursuant to Section 2.2 evidencing all or part of a Series of Securities, issued to the Depository for such Series or its nominee, and registered in the name of such Depository or nominee.

"Government Securities" means direct obligations of, or obligations guaranteed by, the United States of America, and the payment for which the United States pledges its full faith and credit.

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

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

(1) currency exchange, interest rate or commodity swap agreements, currency exchange, interest rate or commodity cap agreements and currency exchange, interest rate or commodity collar agreements, and

(2) (i) agreements or arrangements designed to protect such Person against fluctuations in currency exchange, interest rates, commodity prices or commodity transportation or transmission pricing or availability; (ii) any netting arrangements, power purchase and sale agreements, fuel purchase and sale agreements, swaps, options and other agreements, in each case, that fluctuate in value with fluctuations in energy, power or gas prices; and (iii) agreements or arrangements for commercial or trading activities with respect to the purchase, transmission, distribution, sale, lease or hedge of any energy related commodity or service.

"Holder" or "Securityholder" means a person in whose name a Security is registered or the holder of a Bearer Security.

"Indebtedness" means, with respect to any specified person, any indebtedness of such person (excluding accrued expenses and trade payables), whether or not contingent:

(1) in respect of borrowed money;

4

(2) evidenced by bonds, notes, debentures or similar instruments or letters of credit (or reimbursement agreements in respect thereof);

(3) in respect of banker's acceptances;

(4) representing Capital Lease Obligations or Attributable Debt in respect of sale and leaseback transactions;

(5) representing the balance deferred and unpaid of the purchase price of any property (including trade payables) or services due more than six months after such property is acquired or such services are completed; or

(6) representing the net amount owing under any Hedging Obligations,

if and to the extent any of the preceding items (other than letters of credit, Attributable Debt and Hedging Obligations) would appear as a liability upon a balance sheet of the specified person prepared in accordance with GAAP. In addition, the term "Indebtedness" includes all Indebtedness of others secured by a Lien on any asset of the specified person (whether or not such Indebtedness is assumed by the specified person) and, to the extent not otherwise included, the

Guarantee by the specified person of any Indebtedness of any other person; provided, that the amount of such Indebtedness shall be deemed not to exceed the lesser of the amount secured by such Lien and the value of the person's property securing such Lien.

"Indenture" means this Indenture as amended or supplemented from time to time and shall include the form and terms of particular Series of Securities established as contemplated hereunder.

"interest" with respect to any Discount Security which by its terms bears interest only after Maturity, means interest payable after Maturity.

"Lien" means, with respect to any asset:

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

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

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

"Maturity," when used with respect to any Security or installment of principal thereof, means the date on which the principal of such Security or such installment of principal becomes due and payable as therein or herein provided, whether at the Stated Maturity or by declaration of acceleration, call for redemption, notice of option to elect repayment or otherwise.

5

"Officer" means the Chief Executive Officer, the President, any Vice-President, the Treasurer, the Secretary, any Assistant Treasurer or any Assistant Secretary of the Company.

"Officers' Certificate" means a certificate signed by two Officers, one of whom must be the Company's principal executive officer, principal financial officer or principal accounting officer.

"Opinion of Counsel" means a written opinion of legal counsel who is acceptable to the Trustee. The counsel may be an employee of or counsel to the Company.

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

"principal" of a Security means the principal of the Security plus, when appropriate, the premium, if any, on, and any Additional Amounts in respect of, the Security.

"Responsible Officer" means any officer of the Trustee in its Corporate Trust Office (including any managing director, director, vice president, assistant vice president, trust officer or corporate secretary) and also means, with respect to a particular corporate trust matter, any other officer customarily performing functions similar to those performed by the above designated officers and also means, any other officer to whom any corporate trust matter is referred because of his or her knowledge of and familiarity with a particular subject.

"SEC" means the Securities and Exchange Commission.

"Securities" means the debentures, notes or other debt instruments of the Company of any Series authenticated and delivered under this Indenture.

"Series" or "Series of Securities" means each series of debentures, notes or other debt instruments of the Company created pursuant to Sections 2.1 and 2.2 hereof.

"Stated Maturity" means, with respect to any installment of interest

or principal on any series of Indebtedness, the date on which the payment of interest or principal was scheduled to be paid in the documentation governing such Indebtedness as of the date of the indenture, and will not include any contingent obligations to repay, redeem or repurchase any such interest or principal prior to the date originally scheduled for the payment thereof.

"Subsidiary" means, with respect to any specified person:

(1) any corporation, association or other business entity of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency and after giving effect to any voting agreement or stockholders' agreement that effectively transfers voting power) to vote in the election of directors, managers or trustees of the corporation, association or other business entity is at the time owned or controlled, directly or indirectly, by that person or one or more of the other Subsidiaries of that person (or a combination thereof); and

6

(2) any partnership (a) the sole general partner or the managing general partner of which is such person or a Subsidiary of such person or (b) the only general partners of which are that person or one or more Subsidiaries of that person (or any combination thereof).

"TIA" means the Trust Indenture Act of 1939 (15 U.S. Code Sections 77aaa-77bbb) as in effect on the date of this Indenture; provided, however, that in the event the Trust Indenture Act of 1939 is amended after such date, "TIA" means, to the extent required by any such amendment, the Trust Indenture Act as so amended.

"Trustee" means the person named as the "Trustee" in the first paragraph of this instrument until a successor Trustee shall have become such pursuant to the applicable provisions of this Indenture, and thereafter "Trustee" shall mean each person who is then a Trustee hereunder, and if at any time there is more than one such person, "Trustee" as used with respect to the Securities of any Series shall mean the Trustee with respect to Securities of that Series.

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

#### Section 1.2. Other Definitions.

TERM	DEFINED IN SECTION
"Bankruptcy Law"	6.1
"Custodian"	6.1
"Event of Default"	6.1
"Journal"	11.15
"Judgment Currency"	11.16
"Legal Holiday"	11.7
"mandatory sinking fund payment"	12.1
"Market Exchange Rate"	11.15
"New York Banking Day"	11.16
"optional sinking fund payment"	12.1
"Paying Agent"	2.4
"Payment Default"	6.1
"Registrar"	2.4
"Required Currency"	11.16
"Service Agent"	2.4

#### Section 1.3. Incorporation by Reference of Trust Indenture Act.

Whenever this Indenture refers to a provision of the TIA, the provision is incorporated by reference in and made a part of this Indenture. The



following TIA terms used in this Indenture have the following meanings:

7

"Commission" means the SEC.

"indenture securities" means the Securities.

"indenture security holder" means a Securityholder.

"indenture to be qualified" means this Indenture.

"indenture trustee" or "institutional trustee" means the Trustee.

"obligor" on the indenture securities means the Company and any successor obligor upon the Securities.

All other terms used in this Indenture that are defined by the TIA, defined by TIA reference to another statute or defined by SEC rule under the TIA and not otherwise defined herein are used herein as so defined.

#### Section 1.4. Rules of Construction.

Unless the context otherwise requires:

(a) a term has the meaning assigned to it;

(b) an accounting term not otherwise defined has the meaning assigned to it in accordance with generally accepted accounting principles;

(c) references to "generally accepted accounting principles" and "GAAP" shall mean generally accepted accounting principles in effect as of the time when and for the period as to which such accounting principles are to be applied;

(d) "or" is not exclusive;

(e) words in the singular include the plural, and in the plural include the singular; and

(f) provisions apply to successive events and transactions.

### ARTICLE II. THE SECURITIES

#### Section 2.1. Issuable in Series.

The aggregate principal amount of Securities that may be authenticated and delivered under this Indenture is unlimited. The Securities may be issued in one or more Series. All Securities of a Series shall be identical except as may be set forth in a Board Resolution, a supplemental indenture or an Officers' Certificate detailing the adoption of the terms thereof pursuant to the authority granted under a Board Resolution. In the case of Securities of a Series to be issued from time to time, the Board Resolution, Officers' Certificate or supplemental indenture detailing the adoption of the terms thereof pursuant to authority granted under a Board

8

Resolution may provide for the method by which specified terms (such as interest rate, maturity date, record date or date from which interest shall accrue) are to be determined. Securities may differ between Series in respect of any matters, provided that all Series of Securities shall be equally and ratably entitled to the benefits of the Indenture.

#### Section 2.2. Establishment of Terms of Series of Securities.

At or prior to the issuance of any Securities within a Series, the following shall be established (as to the Series generally, in the case of Subsection 2.2.1 and either as to such Securities within the Series or as to the Series generally in the case of Subsections 2.2.2 through 2.2.21) by or pursuant to a Board Resolution, and set forth or determined in the manner provided in a

Board Resolution, supplemental indenture or an Officers' Certificate pursuant to authority granted under a Board Resolution:

2.2.1. the title of the Series (which shall distinguish the Securities of that particular Series from the Securities of any other Series);

2.2.2. the price or prices (expressed as a percentage of the principal amount thereof) at which the Securities of the Series will be issued;

2.2.3. any limit upon the aggregate principal amount of the Securities of the Series which may be authenticated and delivered under this Indenture (except for Securities authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Securities of the Series pursuant to Section 2.7, 2.8, 2.11, 3.6 or 9.6);

2.2.4. the date or dates on which the principal of the Securities of the Series is payable;

2.2.5. the rate or rates (which may be fixed or variable) per annum or, if applicable, the method used to determine such rate or rates (including, but not limited to, any commodity, commodity index, stock exchange index or financial index) at which the Securities of the Series shall bear interest, if any, the date or dates from which such interest, if any, shall accrue, the date or dates on which such interest, if any, shall commence and be payable and any regular record date for the interest payable on any interest payment date;

2.2.6. the place or places where the principal of and interest, if any, on the Securities of the Series shall be payable, where the Securities of such Series may be surrendered for registration of transfer or exchange and where notices and demands to or upon the Company in respect of the Securities of such Series and this Indenture may be served, and the method of such payment, if by wire transfer, mail or other means;

2.2.7. if applicable, the period or periods within which, the price or prices at which and the terms and conditions upon which the Securities of the Series may be redeemed, in whole or in part, at the option of the Company;

2.2.8. the obligation, if any, of the Company to redeem or purchase the Securities of the Series pursuant to any sinking fund or analogous provisions or at the option of a Holder thereof and the period or periods within which, the price or prices at which and the terms

9

and conditions upon which Securities of the Series shall be redeemed or purchased, in whole or in part, pursuant to such obligation;

2.2.9. the dates, if any, on which and the price or prices at which the Securities of the Series will be repurchased by the Company at the option of the Holders thereof and other detailed terms and provisions of such repurchase obligations;

2.2.10. if other than denominations of \$1,000 and any integral multiple thereof, the denominations in which the Securities of the Series shall be issuable;

2.2.11. the forms of the Securities of the Series in bearer or fully registered form (and, if in fully registered form, whether the Securities will be issuable as Global Securities);

2.2.12. if other than the principal amount thereof, the portion of the principal amount of the Securities of the Series that shall be payable upon declaration of acceleration of the maturity thereof pursuant to Section 6.2;

2.2.13. the currency of denomination of the Securities of the Series, which may be Dollars or any Foreign Currency, including, but not limited to, the ECU, and if such currency of denomination is a composite currency other than the ECU, the agency or organization, if any, responsible for overseeing such composite currency;

2.2.14. the designation of the currency, currencies or currency units in which payment of the principal of and interest, if any, on the Securities of the Series will be made;

2.2.15. if payments of principal of or interest, if any, on the Securities of the Series are to be made in one or more currencies or currency units other than that or those in which such Securities are denominated, the manner in which the exchange rate with respect to such payments will be determined;

2.2.16. the manner in which the amounts of payment of principal of or interest, if any, on the Securities of the Series will be determined, if such amounts may be determined by reference to an index based on a currency or currencies or by reference to a commodity, commodity index, stock exchange index or financial index;

2.2.17. the provisions, if any, relating to any security or guarantee provided for the Securities of the Series, and any subordination in right of payment, if any, of the Securities of the Series;

2.2.18. any addition to or change in the Events of Default which applies to any Securities of the Series and any change in the right of the Trustee or the requisite Holders of such Securities to declare the principal amount thereof due and payable pursuant to Section 6.2;

2.2.19. any addition to or change in the covenants set forth in Articles IV or V which applies to Securities of the Series;

10

2.2.20. any other terms of the Securities of the Series (which may modify or delete any provision of this Indenture insofar as it applies to such Series); and

2.2.21. any depositories, interest rate calculation agents, exchange rate calculation agents or other agents with respect to Securities of such Series if other than those appointed herein.

All Securities of any one Series need not be issued at the same time and may be issued from time to time, consistent with the terms of this Indenture, if so provided by or pursuant to the Board Resolution, supplemental indenture hereto or Officers' Certificate referred to above, and the authorized principal amount of any Series may not be increased to provide for issuances of additional Securities of such Series, unless otherwise provided in such Board Resolution, supplemental indenture or Officers' Certificate.

### Section 2.3. Execution and Authentication.

Two Officers shall sign the Securities for the Company by manual or facsimile signature.

If an Officer whose signature is on a Security no longer holds that office at the time the Security is authenticated, the Security shall nevertheless be valid.

A Security shall not be valid until authenticated by the manual signature of the Trustee or an authenticating agent. The signature shall be conclusive evidence that the Security has been authenticated under this Indenture.

The Trustee shall at any time, and from time to time, authenticate Securities for original issue in the principal amount provided in the Board Resolution, supplemental indenture hereto or Officers' Certificate, upon receipt by the Trustee of a Company Order. Such Company Order may authorize authentication and delivery pursuant to oral or electronic instructions from the Company or its duly authorized agent or agents, which oral instructions shall be promptly confirmed in writing. Each Security shall be dated the date of its authentication unless otherwise provided by a Board Resolution, a supplemental indenture hereto or an Officers' Certificate.

The aggregate principal amount of Securities of any Series outstanding at any time may not exceed any limit upon the maximum principal amount for such Series set forth in the Board Resolution, supplemental indenture hereto or Officers' Certificate delivered pursuant to Section 2.2, except as provided in Section 2.8.

Prior to the issuance of Securities of any Series, the Trustee shall have received and (subject to Section 7.2) shall be fully protected in relying

on: (a) the Board Resolution, supplemental indenture hereto or Officers' Certificate establishing the form of the Securities of that Series or of Securities within that Series and the terms of the Securities of that Series or of Securities within that Series, (b) an Officers' Certificate complying with Section 11.4, and (c) an Opinion of Counsel complying with Section 11.4.

The Trustee shall have the right to decline to authenticate and deliver any Securities of such Series: (a) if the Trustee, being advised by counsel, determines that such

11

action may not be taken lawfully; or (b) if the Trustee in good faith by its board of directors or trustees, executive committee or a trust committee of directors and/or vice-presidents shall determine that such action would expose the Trustee to personal liability to Holders of any then outstanding Series of Securities.

The Trustee may appoint an authenticating agent acceptable to the Company to authenticate Securities. An authenticating agent may authenticate Securities whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee includes authentication by such agent. An authenticating agent has the same rights as an Agent to deal with the Company or an Affiliate of the Company.

#### Section 2.4. Registrar and Paying Agent.

The Company shall maintain, with respect to each Series of Securities, at the place or places specified with respect to such Series pursuant to Section 2.2, an office or agency where Securities of such Series may be presented or surrendered for payment ("Paying Agent"), where Securities of such Series may be surrendered for registration of transfer or exchange ("Registrar") and where notices and demands to or upon the Company in respect of the Securities of such Series and this Indenture may be served ("Service Agent"). The Registrar shall keep a register with respect to each Series of Securities and to their transfer and exchange. The Company will give prompt written notice to the Trustee of the name and address, and any change in the name or address, of each Registrar, Paying Agent or Service Agent. If at any time the Company shall fail to maintain any such required Registrar, Paying Agent or Service Agent or shall fail to furnish the Trustee with the name and address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office of the Trustee, and the Company hereby appoints the Trustee as its agent to receive all such presentations, surrenders, notices and demands.

The Company may also from time to time designate one or more co-registrars, additional paying agents or additional service agents and may from time to time rescind such designations; provided, however, that no such designation or rescission shall in any manner relieve the Company of its obligations to maintain a Registrar, Paying Agent and Service Agent in each place so specified pursuant to Section 2.2 for Securities of any Series for such purposes. The Company will give prompt written notice to the Trustee of any such designation or rescission and of any change in the name or address of any such co-registrar, additional paying agent or additional service agent. The term "Registrar" includes any co-registrar; the term "Paying Agent" includes any additional paying agent; and the term "Service Agent" includes any additional service agent.

The Company hereby appoints the Trustee the initial Registrar, Paying Agent and Service Agent for each Series unless another Registrar, Paying Agent or Service Agent, as the case may be, is appointed prior to the time Securities of that Series are first issued.

#### Section 2.5. Paying Agent to Hold Money in Trust.

The Company shall require each Paying Agent other than the Trustee to agree in writing that the Paying Agent will hold in trust, for the benefit of Securityholders of any Series

12

of Securities, or the Trustee, all money held by the Paying Agent for the payment of principal of or interest on the Series of Securities, and will notify

the Trustee of any default by the Company in making any such payment. While any such default continues, the Trustee may require a Paying Agent to pay all money held by it to the Trustee. The Company at any time may require a Paying Agent to pay all money held by it to the Trustee. Upon payment over to the Trustee, the Paying Agent (if other than the Company or a Subsidiary of the Company) shall have no further liability for the money. If the Company or a Subsidiary of the Company acts as Paying Agent, it shall segregate and hold in a separate trust fund for the benefit of Securityholders of any Series of Securities all money held by it as Paying Agent.

#### Section 2.6. Securityholder Lists.

The Trustee shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of Securityholders of each Series of Securities and shall otherwise comply with TIA Section 312(a). If the Trustee is not the Registrar, the Company shall furnish to the Trustee at least ten days before each interest payment date and at such other times as the Trustee may request in writing a list, in such form and as of such date as the Trustee may reasonably require, of the names and addresses of Securityholders of each Series of Securities.

#### Section 2.7. Transfer and Exchange.

Where Securities of a Series are presented to the Registrar or a co-registrar with a request to register a transfer or to exchange them for an equal principal amount of Securities of the same Series, the Registrar shall register the transfer or make the exchange if its requirements for such transactions are met. To permit registrations of transfers and exchanges, the Trustee shall authenticate Securities at the Registrar's request. No service charge shall be made for any registration of transfer or exchange (except as otherwise expressly permitted herein), but the Company may require payment of a sum sufficient to cover any transfer tax or similar governmental charge payable in connection therewith (other than any such transfer tax or similar governmental charge payable upon exchanges pursuant to Sections 2.11, 3.6 or 9.6).

Neither the Company nor the Registrar shall be required (a) to issue, register the transfer of, or exchange Securities of any Series for the period beginning at the opening of business fifteen days immediately preceding the mailing of a notice of redemption of Securities of that Series selected for redemption and ending at the close of business on the day of such mailing, or (b) to register the transfer of or exchange Securities of any Series selected, called or being called for redemption as a whole or the portion being redeemed of any such Securities selected, called or being called for redemption in part.

#### Section 2.8. Mutilated, Destroyed, Lost and Stolen Securities.

If any mutilated Security is surrendered to the Trustee, the Company shall execute and the Trustee shall authenticate and make available for delivery in exchange therefor a new Security of the same Series and of like tenor and principal amount and bearing a number not contemporaneously outstanding.

13

If there shall be delivered to the Company and the Trustee (i) evidence to their satisfaction of the destruction, loss or theft of any Security and (ii) such security or indemnity as may be required by them to save each of them and any agent of either of them harmless, then, in the absence of notice to the Company or the Trustee that such Security has been acquired by a bona fide purchaser, the Company shall execute and upon its request the Trustee shall authenticate and make available for delivery, in lieu of any such destroyed, lost or stolen Security, a new Security of the same Series and of like tenor and principal amount and bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost or stolen Security has become or is about to become due and payable, the Company in its discretion may, instead of issuing a new Security, pay such Security.

Upon the issuance of any new Security under this Section, the Company may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Trustee) connected therewith.

Every new Security of any Series issued pursuant to this Section in

lieu of any destroyed, lost or stolen Security shall constitute an original additional contractual obligation of the Company, whether or not the destroyed, lost or stolen Security shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other Securities of that Series duly issued hereunder.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Securities.

#### Section 2.9. Outstanding Securities.

Subject to Section 2.10, the Securities outstanding at any time are all the Securities authenticated by the Trustee except for those canceled by it, those delivered to it for cancellation, those reductions in the interest on a Global Security effected by the Trustee in accordance with the provisions hereof and those described in this Section as not outstanding.

If a Security is replaced pursuant to Section 2.8, it ceases to be outstanding until the Trustee receives proof satisfactory to it that the replaced Security is held by a bona fide purchaser.

If the Paying Agent (other than the Company, a Subsidiary of the Company or an Affiliate of the Company) holds on the Maturity of Securities of a Series money sufficient to pay such Securities payable on that date, then on and after that date such Securities of the Series cease to be outstanding and interest on them ceases to accrue.

Notwithstanding Section 2.10, a Security does not cease to be outstanding because the Company or an Affiliate of the Company holds the Security.

14

In determining whether the Holders of the requisite principal amount of outstanding Securities have given any request, demand, authorization, direction, notice, consent or waiver hereunder, the principal amount of a Discount Security that shall be deemed to be outstanding for such purposes shall be the amount of the principal thereof that would be due and payable as of the date of such determination upon a declaration of acceleration of the Maturity thereof pursuant to Section 6.2.

#### Section 2.10. Treasury Securities.

In determining whether the Holders of the required principal amount of Securities of a Series have concurred in any request, demand, authorization, direction, notice, consent or waiver Securities of a Series owned by the Company or an Affiliate of the Company shall be disregarded, except that for the purposes of determining whether the Trustee shall be protected in relying on any such request, demand, authorization, direction, notice, consent or waiver only Securities of a Series that the Trustee knows are so owned shall be so disregarded.

#### Section 2.11. Temporary Securities.

Until definitive Securities are ready for delivery, the Company may prepare and the Trustee shall authenticate temporary Securities upon a Company Order. Temporary Securities shall be substantially in the form of definitive Securities but may have variations that the Company considers appropriate for temporary Securities. Without unreasonable delay, the Company shall prepare and the Trustee upon request shall authenticate definitive Securities of the same Series and date of maturity in exchange for temporary Securities. Until so exchanged, temporary securities shall have the same rights under this Indenture as the definitive Securities.

#### Section 2.12. Cancellation.

The Company at any time may deliver Securities to the Trustee for cancellation. The Registrar and the Paying Agent shall forward to the Trustee any Securities surrendered to them for registration of transfer, exchange or payment. The Trustee shall cancel all Securities surrendered for transfer, exchange, payment, replacement or cancellation and deliver such canceled Securities to the Company, unless the Company otherwise directs; provided that the Trustee shall not be required to destroy Securities. The Company may not

issue new Securities to replace Securities that it has paid or delivered to the Trustee for cancellation.

Section 2.13. Defaulted Interest.

If the Company defaults in a payment of interest on a Series of Securities, it shall pay the defaulted interest, plus, to the extent permitted by law, any interest payable on the defaulted interest, to the persons who are Securityholders of the Series on a subsequent special record date. The Company shall fix the record date and payment date. At least 10 days before the record date, the Company shall mail to the Trustee and to each Securityholder of the Series a notice that states the record date, the payment date and the amount of interest to be paid. The Company may pay defaulted interest in any other lawful manner.

Section 2.14. Global Securities.

15

2.14.1. Terms of Securities. A Board Resolution, a supplemental indenture hereto or an Officers' Certificate shall establish whether the Securities of a Series shall be issued in whole or in part in the form of one or more Global Securities and the Depository for such Global Security or Securities.

2.14.2. Transfer and Exchange. Notwithstanding any provisions to the contrary contained in Section 2.7 of the Indenture and in addition thereto, any Global Security shall be exchangeable pursuant to Section 2.7 of the Indenture for Securities registered in the names of Holders other than the Depository for such Security or its nominee only if (i) such Depository notifies the Company that it is unwilling or unable to continue as Depository for such Global Security or if at any time such Depository ceases to be a clearing agency registered under the Exchange Act, and, in either case, the Company fails to appoint a successor Depository registered as a clearing agency under the Exchange Act within 90 days of such event, (ii) the Company executes and delivers to the Trustee an Officers' Certificate to the effect that such Global Security shall be so exchangeable or (iii) an Event of Default with respect to the Securities represented by such Global Security shall have happened and be continuing. Any Global Security that is exchangeable pursuant to the preceding sentence shall be exchangeable for Securities registered in such names as the Depository shall direct in writing in an aggregate principal amount equal to the principal amount of the Global Security with like tenor and terms.

Except as provided in this Section 2.14.2, a Global Security may not be transferred except as a whole by the Depository with respect to such Global Security to a nominee of such Depository, by a nominee of such Depository to such Depository or another nominee of such Depository or by the Depository or any such nominee to a successor Depository or a nominee of such a successor Depository.

2.14.3. Legend. Any Global Security issued hereunder shall bear a legend in substantially the following form:

"This Security is a Global Security within the meaning of the Indenture hereinafter referred to and is registered in the name of the Depository or a nominee of the Depository. This Security is exchangeable for Securities registered in the name of a person other than the Depository or its nominee only in the limited circumstances described in the Indenture, and may not be transferred except as a whole by the Depository to a nominee of the Depository, by a nominee of the Depository to the Depository or another nominee of the Depository or by the Depository or any such nominee to a successor Depository or a nominee of such a successor Depository."

2.14.4. Acts of Holders. The Depository, as a Holder, may appoint agents and otherwise authorize participants to give or take any request, demand, authorization, direction, notice, consent, waiver or other action which a Holder is entitled to give or take under the Indenture.

2.14.5. Payments. Notwithstanding the other provisions of this Indenture, unless otherwise specified as contemplated by Section 2.2, payment of the principal of and interest, if any, on any Global Security shall be made to the Holder thereof.

16

2.14.6. Consents, Declaration and Directions. Except as provided in Section 2.14.5, the Company, the Trustee and any Agent shall treat a person as the Holder of such principal amount of outstanding Securities of such Series represented by a Global Security as shall be specified in a written statement of the Depository with respect to such Global Security, for purposes of obtaining any consents, declarations, waivers or directions required to be given by the Holders pursuant to this Indenture.

#### Section 2.15. CUSIP Numbers.

The Company in issuing the Securities may use "CUSIP" numbers (if then generally in use), and, if so, the Trustee shall use "CUSIP" numbers in notices of redemption as a convenience to Holders; provided that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Securities or as contained in any notice of a redemption and that reliance may be placed only on the other elements of identification printed on the Securities, and any such redemption shall not be affected by any defect in or omission of such numbers.

### ARTICLE III. REDEMPTION

#### Section 3.1. Notice to Trustee.

The Company may, with respect to any Series of Securities, reserve the right to redeem and pay the Series of Securities or may covenant to redeem and pay the Series of Securities or any part thereof prior to the Stated Maturity thereof at such time and on such terms as provided for in such Securities. If a Series of Securities is redeemable and the Company wants or is obligated to redeem prior to the Stated Maturity thereof all or part of the Series of Securities pursuant to the terms of such Securities, it shall notify the Trustee of the redemption date and the principal amount of Series of Securities to be redeemed. The Company shall give the notice at least 45 days before the redemption date (or such shorter notice as may be acceptable to the Trustee).

#### Section 3.2. Selection of Securities to be Redeemed or Repurchased.

Unless otherwise indicated for a particular Series by a Board Resolution, a supplemental indenture or an Officers' Certificate, if less than all the Securities of a Series are to be redeemed or repurchased, the Trustee shall select the Securities of the Series to be redeemed or repurchased on a pro rata basis unless otherwise required by law or applicable stock exchange requirements.

In the event of partial redemption or purchase by lot, the Trustee shall make the selection from Securities of the Series outstanding not previously called for redemption or repurchase. The Trustee may select for redemption or repurchase portions of the principal of Securities of the Series that have denominations larger than \$1,000. Securities of the Series and portions of them it selects shall be in amounts of \$1,000 or whole multiples of \$1,000 or, with respect to Securities of any Series issuable in other denominations pursuant to Section 2.2.10, the minimum principal denomination for each Series and integral multiples thereof. Provisions of

17

this Indenture that apply to Securities of a Series called for redemption or repurchase also apply to portions of Securities of that Series called for redemption or repurchase.

#### Section 3.3. Notice of Redemption.

Unless otherwise indicated for a particular Series by Board Resolution, a supplemental indenture hereto or an Officers' Certificate, at least 30 days but not more than 60 days before a redemption date, the Company shall mail a notice of redemption by first-class mail to each Holder whose Securities are to be redeemed and if any Bearer Securities are outstanding, publish on one occasion a notice in an Authorized Newspaper, except that redemption notices may be mailed more than 60 days prior to a redemption date if the notice is issued in connection with a defeasance of the Notes or a satisfaction and discharge of this Indenture pursuant to Articles 8 or 10 hereof.



The notice shall identify the Securities of the Series to be redeemed and shall state:

- (a) the redemption date;
- (b) the redemption price;
- (c) the name and address of the Paying Agent;
- (d) that Securities of the Series called for redemption must be surrendered to the Paying Agent to collect the redemption price;
- (e) that interest on Securities of the Series called for redemption ceases to accrue on and after the redemption date;
- (f) the CUSIP number, if any; and
- (g) any other information as may be required by the terms of the particular Series or the Securities of a Series being redeemed.

At the Company's request, the Trustee shall give the notice of redemption in the Company's name and at its expense.

#### Section 3.4. Effect of Notice of Redemption.

Once notice of redemption is mailed or published as provided in Section 3.3, Securities of a Series called for redemption become due and payable on the redemption date and at the redemption price. A notice of redemption may not be conditional. Upon surrender to the Paying Agent, such Securities shall be paid at the redemption price plus accrued interest to the redemption date; provided that installments of interest whose Stated Maturity is on or prior to the redemption date shall be payable to the Holders of such Securities (or one or more predecessor Securities) registered at the close of business on the relevant record date therefor according to their terms and the terms of this Indenture.

18

#### Section 3.5. Deposit of Redemption Price.

On or before the redemption date, the Company shall deposit with the Paying Agent money sufficient to pay the redemption price of and accrued interest, if any, on all Securities to be redeemed on that date.

#### Section 3.6. Securities Redeemed in Part.

Upon surrender of a Security that is redeemed in part, the Trustee shall authenticate for the Holder a new Security of the same Series and the same maturity equal in principal amount to the unredeemed portion of the Security surrendered.

### ARTICLE IV. COVENANTS

#### Section 4.1. Payment of Principal and Interest.

The Company covenants and agrees for the benefit of the Holders of each Series of Securities that it will pay or cause to be paid the principal of, premium, if any, and interest on, the Securities of that Series on the dates and in the manner provided in such Securities. Principal, premium, if any, and interest on any Series of Securities will be considered paid on the date due if the Paying Agent, if other than the Company or a Subsidiary thereof, holds as of 10:00 a.m. Eastern Time on the due date money deposited by the Company in immediately available funds and designated for and sufficient to pay all principal, premium, if any, and interest then due.

#### Section 4.2. Maintenance of Office or Agency.

The Company covenants and agrees for the benefit of the Holders of each Series of Securities that it will maintain in the Borough of Manhattan, the City of New York, an office or agency (which may be an office of the Trustee for such Securities or an affiliate of such Trustee, Registrar for such Securities or co-registrar) where such Securities may be surrendered for registration of

transfer or for exchange and where notices and demands to or upon the Company in respect of such Securities and this Indenture may be served. The Company will give prompt written notice to the Trustee for such Securities of the location, and any change in the location, of such office or agency. If at any time the Company fails to maintain any such required office or agency or fails to furnish such Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office of such Trustee.

The Company may also from time to time designate one or more other offices or agencies where Holders of a Series of Securities may be presented or surrendered for any or all such purposes and may from time to time rescind such designations; provided, however, that no such designation or rescission will in any manner relieve the Company of its obligation to maintain an office or agency in the Borough of Manhattan, the City of New York for such purposes. The Company will give prompt written notice to the Trustee for such Series of Securities of any such designation or rescission and of any change in the location of any such other office or agency.

19

With respect to each Series of Securities, the Company hereby designates the Corporate Trust Office of the Trustee for such Securities as one such office or agency of the Company in accordance with Section 2.5 hereof.

#### Section 4.3. SEC Reports.

(a) Whether or not required by the Commission's rules and regulations, so long as any Series of Securities are outstanding, the Company will furnish to the Holders of such Securities or cause the Trustee with respect to such Series of Securities to furnish to the Holders of such Securities, within the time periods (including any extensions thereof) specified in the Commission's rules and regulations:

(1) all quarterly and annual reports that would be required to be filed with the Commission on Forms 10-Q and 10-K if the Company were required to file reports; and

(2) all current reports that would be required to be filed with the SEC on Form 8-K if the Company were required to file such reports.

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

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

(b) For so long as any Series of Securities remain outstanding, if at any time they are not required to file with the Commission the reports required by paragraphs (a) and (b) of this Section 4.3, the Company and any guarantors of such Securities will furnish to the Holders of such Securities and to securities analysts and prospective investors, upon their request, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

#### Section 4.4. Compliance Certificate.

(a) The Company and each guarantor of any Series of Securities (to the extent that such guarantor is so required under the TIA) shall deliver to

the Trustee with respect to such Series, within 90 days after the end of each fiscal year, an Officers' Certificate stating that a

20

review of the activities of the Company and its Subsidiaries during the preceding fiscal year has been made under the supervision of the signing Officers with a view to determining whether the Company has kept, observed, performed and fulfilled its obligations under this Indenture, and further stating, as to each such Officer signing such certificate, that to the best of his or her knowledge the Company has kept, observed, performed and fulfilled each and every covenant contained in this Indenture and is not in default in the performance or observance of any of the terms, provisions and conditions of this Indenture (or, if a Default or Event of Default has occurred, describing all such Defaults or Events of Default of which he or she may have knowledge and what action the Company is taking or proposes to take with respect thereto) and that to the best of his or her knowledge no event has occurred and remains in existence by reason of which payments on account of the principal of or interest, if any, on the Notes is prohibited or if such event has occurred, a description of the event and what action the Company is taking or proposes to take with respect thereto.

(b) So long as any of Series of Securities are outstanding, the Company will deliver to the Trustee with respect to such Series, forthwith upon any Officer becoming aware of any Default or Event of Default, an Officers' Certificate specifying such Default or Event of Default and what action the Company is taking or proposes to take with respect thereto.

#### Section 4.5. Taxes.

The Company will pay, and will cause each of its Subsidiaries to pay, prior to delinquency, all material taxes, assessments, and governmental levies except such as are contested in good faith and by appropriate proceedings or where the failure to effect such payment is not adverse in any material respect to the Holders of such Securities.

#### Section 4.6. Stay, Extension and Usury Laws.

The Company covenants and agrees (to the extent that it may lawfully do so), that it will not, and each guarantor of such Securities will not, at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law wherever enacted, now or at any time hereafter in force, that may affect the covenants or the performance of this Indenture; and the Company and each of such guarantors (to the extent that it may lawfully do so), as applicable, hereby expressly waives all benefit or advantage of any such law, and covenants that it will not, by resort to any such law, hinder, delay or impede the execution of any power herein granted to the Trustee for such Securities, but will suffer and permit the execution of every such power as though no such law has been enacted.

#### Section 4.7. Corporate Existence.

Subject to Article V hereof, the Company shall do or cause to be done all things necessary to preserve and keep in full force and effect:

(1) its corporate existence, and the corporate, partnership or other existence of each of its Subsidiaries, in accordance with the respective organizational documents (as the same may be amended from time to time) of the Company or any such Subsidiary; and

21

(2) the rights (charter and statutory), licenses and franchises of the Company and its Subsidiaries

provided, however, that the Company shall not be required to preserve any such right, license or franchise, or the corporate, partnership or other existence of any of its Subsidiaries, if the Board of Directors shall determine that the preservation thereof is no longer desirable in the conduct of the business of the Company and its Subsidiaries, taken as a whole, and that the loss thereof is not adverse in any material respect to the Holders of such Securities.

ARTICLE V.

## SUCCESSORS

### Section 5.1. Merger, Consolidation, or Sale of Assets.

The Company covenants and agrees for the benefit of the Holders of each Series of Securities that it shall not, directly or indirectly: (i) consolidate or merge with or into another person (whether or not the Company is the surviving corporation); or (2) sell, assign, transfer, convey or otherwise dispose of all or substantially all of the properties or assets of the Company and its Subsidiaries taken as a whole, in one or more related transactions, to another person, unless:

(1) either:

(A) the Company is the surviving corporation; or

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

(2) the person formed by or surviving any such consolidation or merger (if other than the Company) or the person to which such sale, assignment, transfer, conveyance or other disposition has been made assumes all the obligations of the Company under such Securities and this Indenture pursuant to agreements reasonably satisfactory to the Trustee for such Securities; and

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

In addition, the Company will not, directly or indirectly, lease all or substantially all of its properties or assets, in one or more related transactions, to any other person. This Section 5.1 will not apply to:

22

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

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

### Section 5.2. Successor Corporation Substituted.

Upon any consolidation or merger, or any sale, assignment, transfer, lease, conveyance or other disposition of all or substantially all of the properties or assets of the Company in a transaction that is subject to, and that complies with the provisions of, Section 5.01 hereof, the successor person formed by such consolidation or into or with which the Company is merged or to which such sale, assignment, transfer, lease, conveyance or other disposition is made shall succeed to, and be substituted for (so that from and after the date of such consolidation, merger, sale, assignment, transfer, lease, conveyance or other disposition, the provisions of this Indenture referring to the "Company" shall refer instead to the successor person and not to the Company), and may exercise every right and power of the Company under this Indenture with the same effect as if such successor person had been named as the Company herein; provided, however, that the predecessor Company shall not be relieved from the obligation to pay the principal of and interest on any Series of Securities except in the case of a sale of all of the Company's assets in a transaction that is subject to, and that complies with the provisions of, Section 5.1 hereof.

Section 6.1. Events of Default.

"Event of Default," wherever used herein with respect to Securities of any Series, means any one of the following events, unless in the establishing Board Resolution, supplemental indenture or Officers' Certificate, it is provided that such Series shall not have the benefit of said Event of Default:

(a) default in the payment of any interest on any Security of that Series when it becomes due and payable, and continuance of such default for a period of 30 days; or

(b) default in payment when due of the principal of, or premium, if any, on any Security of that Series; or

(c) default in the deposit of any sinking fund payment, when and as due in respect of any Security of that Series; or

(d) default in the performance or breach of any covenant or warranty of the Company in this Indenture (other than a covenant or warranty that has been included in this Indenture solely for the benefit of Series of Securities other than that Series), which

23

default continues uncured for a period of 30 days after written notice given by the Trustees for such Securities or Holders of such Securities; or

(e) default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by the Company or any of its Subsidiaries (or the payment of which is guaranteed by the Company or any of its Subsidiaries) whether such Indebtedness or guarantee now exists, or is created after the date of the indenture, if that default:

(i) is caused by a failure to pay principal of, or interest or premium, if any, on such Indebtedness prior to the expiration of the grace period provided in such Indebtedness on the date of such default (a "Payment Default"); or

(ii) results in the acceleration of such Indebtedness prior to its express maturity,

and, in each case, the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been a Payment Default or the maturity of which has been so accelerated, aggregates \$100.0 million or more;

(f) one or more judgments for the payment of money in an aggregate amount in excess of \$100.0 million (excluding therefrom any amount reasonably expected to be covered by insurance) shall be rendered against the Company any Restricted Subsidiary or any combination thereof and the same shall not have been paid, discharged or stayed for a period of 60 days after such judgment became final and nonappealable;

(g) the Company pursuant to or within the meaning of any Bankruptcy Law:

(i) commences a voluntary case,

(ii) consents to the entry of an order for relief against it in an involuntary case,

(iii) consents to the appointment of a Custodian of it or for all or substantially all of its property,

(iv) makes a general assignment for the benefit of its creditors, or

(v) generally is unable to pay its debts as the same become due; or

(h) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(i) is for relief against the Company in an involuntary case,

(ii) appoints a Custodian of the Company or for all or substantially all of its property, or

24

(iii) orders the liquidation of the Company, and the order or decree remains unstayed and in effect for 60 days; or

(i) any other Event of Default provided with respect to Securities of that Series, which is specified in a Board Resolution, a supplemental indenture hereto or an Officers' Certificate, in accordance with Section 2.2.18.

The term "Bankruptcy Law" means title 11, U.S. Code or any similar Federal or State law for the relief of debtors. The term "Custodian" means any receiver, trustee, assignee, liquidator or similar official under any Bankruptcy Law.

#### Section 6.2. Acceleration.

If an Event of Default with respect to Securities of any Series at the time outstanding occurs and is continuing (other than an Event of Default referred to in Section 6.1(g) or (h)) then in every such case the Trustee or the Holders of not less than 25% in principal amount of the outstanding Securities of that Series may declare the principal amount (or, if any Securities of that Series are Discount Securities, such portion of the principal amount as may be specified in the terms of such Securities) of and accrued and unpaid interest, if any, on all of the Securities of that Series to be due and payable immediately, by a notice in writing to the Company (and to the Trustee if given by Holders), and upon any such declaration such principal amount (or specified amount) and accrued and unpaid interest, if any, shall become immediately due and payable. If an Event of Default specified in Section 6.1(g) or (h) shall occur, the principal amount (or specified amount) of and accrued and unpaid interest, if any, on all outstanding Securities shall ipso facto become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Holder.

At any time after such a declaration of acceleration with respect to any Series has been made, the Holders of a majority in principal amount of the outstanding Securities of that Series, by written notice to the Company and the Trustee, may rescind and annul such declaration and its consequences if the rescission would not conflict with any judgment or decree and if all existing Events of Default (except nonpayment of principal, interest or premium that has become due solely because of the acceleration) have been cured or waived.

No such rescission shall affect any subsequent Default or impair any right consequent thereon.

#### Section 6.3. Other Remedies.

If an Event of Default with respect to Securities of any Series at the time outstanding occurs and is continuing, the Trustee may pursue any available remedy to collect the payment of principal, premium, if any, and interest on such Securities or to enforce the performance of any provision of such Securities or this Indenture.

The Trustee for such Securities may maintain a proceeding even if it does not possess any of such Securities or does not produce any of them in the proceeding. A delay or omission by the Trustee or any Holder of Securities in exercising any right or remedy accruing upon an Event of Default shall not impair the right or remedy or constitute a waiver of or

25

acquiescence in the Event of Default. All remedies are cumulative to the extent permitted by law.

#### Section 6.4. Waiver of Past Defaults.

Holdings of not less than a majority in aggregate principal amount of the then outstanding Securities of any Series by notice to the Trustee for such

Securities may on behalf of the Holders of all of such Securities waive an existing Default or Event of Default with respect to such Securities and its consequences hereunder, except a continuing Default or Event of Default in the payment of the principal of, premium, if any, or interest on, such Securities (including in connection with an offer to purchase); provided, however, that the Holders of a majority in aggregate principal amount of the then outstanding Securities of any Series may rescind an acceleration of such Securities and its consequences, including any related payment default that resulted from such acceleration. Upon any such waiver, such Default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured for every purpose of this Indenture; but no such waiver shall extend to any subsequent or other Default or impair any right consequent thereon.

#### Section 6.5. Control by Majority.

Holders of a majority in aggregate principal amount of the then outstanding Securities of any Series may direct the time, method and place of conducting any proceeding for exercising any remedy available to the Trustee for such Securities or exercising any trust or power conferred on it. However, the Trustee for any Series of Securities may refuse to follow any direction that conflicts with law or this Indenture that such Trustee determines may be unduly prejudicial to the rights of other Holders of such Securities or that may involve the Trustee in personal liability.

#### Section 6.6. Limitation on Suits.

A Holder of any Series of Securities may pursue a remedy with respect to this Indenture or such Securities only if:

(1) such Holder gives to the Trustee for such Securities written notice that an Event of Default is continuing;

(2) Holders of at least 25% in aggregate principal amount of the then outstanding Securities of such Series make a written request to the Trustee for such Securities to pursue the remedy;

(3) such Holder or Holders offer and, if requested, provide to the Trustee for such Securities security or indemnity reasonably satisfactory to such Trustee against any loss, liability or expense;

(4) such Trustee does not comply with the request within 60 days after receipt of the request and the offer of security or indemnity; and

26

(5) during such 60-day period, Holders of a majority in aggregate principal amount of the then outstanding Securities of such Series do not give such Trustee a direction inconsistent with such request.

A Holder of any Series of Securities may not use this Indenture to prejudice the rights of another Holder of such Series of Securities or to obtain a preference or priority over another Holder of a Securities of such Series.

#### Section 6.7. Rights of Holders of Notes to Receive Payment.

Notwithstanding any other provision of this Indenture, the right of any Holder of a Security of any Series to receive payment of principal, premium, if any, and interest on such Securities, on or after the respective due dates expressed in such Securities (including, if applicable, in connection with an offer to purchase), or to bring suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such Holder.

#### Section 6.8. Collection Suit by Trustee.

If an Event of Default specified in Section 6.1(a), (b) or (c) hereof with respect to Securities of any Series occurs and is continuing, the Trustee for such Securities is authorized to recover judgment in its own name and as trustee of an express trust against the Company for the whole amount of principal of, premium, if any, and interest remaining unpaid on, such Securities and interest on overdue principal and, to the extent lawful, interest and such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of such Trustee, its agents and counsel.

#### Section 6.9. Trustee May File Proofs of Claim.

The Trustee for each Series of Securities is authorized to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of such Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of such Trustee, its agents and counsel) and the Holders of the Securities for which it acts as trustee allowed in any judicial proceedings relative to the Company (or any other obligor upon such Securities), its creditors or its property and shall be entitled and empowered to collect, receive and distribute any money or other property payable or deliverable on any such claims and any custodian in any such judicial proceeding is hereby authorized by each Holder of such Securities to make such payments to such Trustee, and in the event that such Trustee shall consent to the making of such payments directly to such Holders, to pay to such Trustee any amount due to it for the reasonable compensation, expenses, disbursements and advances of such Trustee, its agents and counsel, and any other amounts due such Trustee under the Indenture. To the extent that the payment of any such compensation, expenses, disbursements and advances of such Trustee, its agents and counsel, and any other amounts due such Trustee out of the estate in any such proceeding, shall be denied for any reason, payment of the same shall be secured by a Lien on, and shall be paid out of, any and all distributions, dividends, money, securities and other properties that such Holders may be entitled to receive in such proceeding whether in liquidation or under any plan of reorganization or arrangement or otherwise. Nothing herein contained shall

27

be deemed to authorize such Trustee to authorize or consent to or accept or adopt on behalf of any Holder for which it acts as trustee any plan of reorganization, arrangement, adjustment or composition affecting the Securities or the rights of such Holder, or to authorize such Trustee to vote in respect of the claim of any such Holder in any such proceeding.

#### Section 6.10. Priorities.

If the Trustee of any Series of Securities collects any money pursuant to this Article 6, it shall pay out the money in the following order:

First: to the Trustee, its agents and attorneys for amounts due under the Indenture, including payment of all reasonable compensation, expenses and liabilities incurred, and all advances made, by the Trustee and the costs and expenses of collection;

Second: to Holders of such Securities for amounts due and unpaid on such Securities for principal, premium, if any, and interest, ratably, without preference or priority of any kind, according to the amounts due and payable on such Securities for principal, premium, if any and interest, respectively; and

Third: to the Company or to such party as a court of competent jurisdiction shall direct.

The Trustee may fix a record date and payment date for any payment to Holders of Securities pursuant to this Section 6.10.

#### Section 6.11. Undertaking for Costs.

In any suit for the enforcement of any right or remedy under this Indenture or in any suit against any Trustee for any action taken or omitted by it as a trustee, a court in its discretion may require the filing by any party litigant in the suit of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable attorneys' fees, against any party litigant in the suit, having due regard to the merits and good faith of the claims or defenses made by the party litigant. This Section 6.11 does not apply to a suit by the Trustee, a suit by a Holder of a Security pursuant to Section 6.7 hereof, or a suit by Holders of more than 10% in aggregate principal amount of the then outstanding Securities of any Series.

### ARTICLE VII. TRUSTEE

#### Section 7.1. Duties of Trustee.



(a) If an Event of Default has occurred and is continuing, the Trustee shall exercise the rights and powers vested in it by this Indenture and use the same degree of care and skill in their exercise as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(b) Except during the continuance of an Event of Default:

28

(i) The Trustee need perform only those duties that are specifically set forth in this Indenture and no others.

(ii) In the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon Officers' Certificates or Opinions of Counsel furnished to the Trustee and conforming to the requirements of this Indenture; however, in the case of any such Officers' Certificates or Opinions of Counsel which by any provisions hereof are specifically required to be furnished to the Trustee, the Trustee shall examine such Officers' Certificates and Opinions of Counsel to determine whether or not they conform to the requirements of this Indenture.

(c) The Trustee may not be relieved from liability for its own negligent action, its own negligent failure to act or its own willful misconduct, except that:

(i) This paragraph does not limit the effect of paragraph (b) of this Section.

(ii) The Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it is proved that the Trustee was negligent in ascertaining the pertinent facts.

(iii) The Trustee shall not be liable with respect to any action taken, suffered or omitted to be taken by it with respect to Securities of any Series in good faith in accordance with the direction of the Holders of a majority in principal amount of the outstanding Securities of such Series relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture with respect to the Securities of such Series.

(d) Every provision of this Indenture that in any way relates to the Trustee is subject to paragraph (a), (b) and (c) of this Section.

(e) The Trustee may refuse to perform any duty or exercise any right or power at the request or direction of any Holder unless it receives indemnity satisfactory to it against any loss, liability or expense.

(f) The Trustee shall not be liable for interest on any money received by it except as the Trustee may agree in writing with the Company. Money held in trust by the Trustee need not be segregated from other funds except to the extent required by law.

(g) No provision of this Indenture shall require the Trustee to risk its own funds or otherwise incur any financial liability in the performance of any of its duties, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk is not reasonably assured to it.

29

(h) The Paying Agent, the Registrar and any authenticating agent shall be entitled to the protections, immunities and standard of care as are set forth in paragraphs (a), (b) and (c) of this Section with respect to the Trustee.

Section 7.2. Rights of Trustee.

(a) The Trustee may conclusively rely on and shall be fully protected in acting or refraining from acting upon any document believed by it to be genuine and to have been signed or presented by the proper person. The Trustee need not investigate any fact or matter stated in the document.

(b) Before the Trustee acts or refrains from acting, it may require an Officers' Certificate. The Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on such Officers' Certificate.

(c) The Trustee may act through agents, attorneys, custodians or nominees and shall not be responsible for the misconduct or negligence of any agent, attorney, custodian or nominee appointed with due care. No Depository shall be deemed an agent, attorney, custodian or nominee of the Trustee and the Trustee shall not be responsible for any act or omission by any Depository.

(d) The Trustee shall not be liable for any action it takes or omits to take in good faith which it believes to be authorized or within its rights or powers, provided that the Trustee's conduct does not constitute negligence or bad faith.

(e) The Trustee may consult with counsel and the advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder without negligence and in good faith and in reliance thereon.

(f) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Holders of Securities unless such Holders shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction.

(g) The Trustee may consult with counsel of its selection and the advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder without negligence and in good faith and in reliance thereon.

(h) The Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit.

30

(i) The Trustee shall not be deemed to have notice of any Default or Event of Default unless a Responsible Officer of the Trustee has actual knowledge thereof or unless written notice of any event which is in fact such a default is received by the Trustee at the Corporate Trust Office of the Trustee, and such notice references the Securities generally or the Securities of a particular Series and this Indenture.

(j) In no event shall the Trustee be liable for the selection of investments or for investment losses incurred thereon. The Trustee shall have no liability in respect of losses incurred as a result of the liquidation of any investment prior to its stated maturity or failure to provide timely written direction.

#### Section 7.3. Individual Rights of Trustee.

The Trustee in its individual or any other capacity may become the owner or pledgee of Securities and may otherwise deal with the Company or an Affiliate of the Company with the same rights it would have if it were not Trustee. Any Agent may do the same with like rights. The Trustee is also subject to Sections 7.10 and 7.11.

#### Section 7.4. Trustee's Disclaimer.

The Trustee makes no representation as to the validity or adequacy

of this Indenture or the Securities, it shall not be accountable for the Company's use of the proceeds from the Securities, and it shall not be responsible for any statement in the Securities other than its authentication.

#### Section 7.5. Notice of Defaults.

If a Default or Event of Default occurs and is continuing with respect to the Securities of any Series and if it is known to a Responsible Officer of the Trustee, the Trustee shall mail to each Securityholder of the Securities of that Series and, if any Bearer Securities are outstanding, publish on one occasion in an Authorized Newspaper, notice of a Default or Event of Default within 90 days after it occurs or, if later, after a Responsible Officer of the Trustee has knowledge of such Default or Event of Default. Except in the case of a Default or Event of Default in payment of principal of or interest on any Security of any Series, the Trustee may withhold the notice if and so long as its corporate trust committee or a committee of its Responsible Officers in good faith determines that withholding the notice is in the interests of Securityholders of that Series.

#### Section 7.6. Reports by Trustee to Holders.

Within 60 days after May 15 in each year, the Trustee shall transmit by mail to all Securityholders, as their names and addresses appear on the register kept by the Registrar and, if any Bearer Securities are outstanding, publish in an Authorized Newspaper, a brief report dated as of such May 15, in accordance with, and to the extent required under, TIA Section 313.

A copy of each report at the time of its mailing to Securityholders of any Series shall be filed with the SEC and each stock exchange on which the Securities of that Series are

31

listed. The Company shall promptly notify the Trustee when Securities of any Series are listed on any stock exchange.

#### Section 7.7. Compensation and Indemnity.

The Company shall pay to the Trustee from time to time compensation for its services as the Company and the Trustee shall from time to time agree upon in writing. The Trustee's compensation shall not be limited by any law on compensation of a trustee of an express trust. The Company shall reimburse the Trustee upon request for all reasonable out-of-pocket expenses incurred by it. Such expenses shall include the reasonable compensation and expenses of the Trustee's agents and counsel.

The Company shall indemnify each of the Trustee and any predecessor Trustee (including the cost of defending itself) against any loss, liability or expense, including taxes (other than taxes based upon, measured by or determined by the income of the Trustee) incurred by it except as set forth in the next paragraph in the performance of its duties under this Indenture as Trustee or Agent. The Trustee shall notify the Company promptly of any claim for which it may seek indemnity. The Company shall defend the claim and the Trustee shall cooperate in the defense. The Trustee may have one separate counsel and the Company shall pay the reasonable fees and expenses of such counsel. The Company need not pay for any settlement made without its consent, which consent shall not be unreasonably withheld. This indemnification shall apply to officers, directors, employees, shareholders and agents of the Trustee.

The Company need not reimburse any expense or indemnify against any loss or liability incurred by the Trustee or by any officer, director, employee, shareholder or agent of the Trustee through negligence or bad faith.

To secure the Company's payment obligations in this Section, the Trustee shall have a lien prior to the Securities of any Series on all money or property held or collected by the Trustee, except that held in trust to pay principal of and interest on particular Securities of that Series.

When the Trustee incurs expenses or renders services after an Event of Default specified in Section 6.1(g) or (h) occurs, the expenses and the compensation for the services are intended to constitute expenses of administration under any Bankruptcy Law.

The provisions of this Section shall survive the termination of this

Indenture.

Section 7.8. Replacement of Trustee.

A resignation or removal of the Trustee and appointment of a successor Trustee shall become effective only upon the successor Trustee's acceptance of appointment as provided in this Section.

The Trustee may resign with respect to the Securities of one or more Series by so notifying the Company at least 30 days prior to the date of the proposed resignation. The Holders of a majority in principal amount of the Securities of any Series may remove the Trustee

32

with respect to that Series by so notifying the Trustee and the Company. The Company may remove the Trustee with respect to Securities of one or more Series if:

- (a) the Trustee fails to comply with Section 7.10;
- (b) the Trustee is adjudged a bankrupt or an insolvent or an order for relief is entered with respect to the Trustee under any Bankruptcy Law;
- (c) a Custodian or public officer takes charge of the Trustee or its property; or
- (d) the Trustee becomes incapable of acting.

If the Trustee resigns or is removed or if a vacancy exists in the office of Trustee for any reason, the Company shall promptly appoint a successor Trustee. Within one year after the successor Trustee takes office, the Holders of a majority in principal amount of the then outstanding Securities may appoint a successor Trustee to replace the successor Trustee appointed by the Company.

If a successor Trustee with respect to the Securities of any one or more Series does not take office within 60 days after the retiring Trustee resigns or is removed, the retiring Trustee, the Company or the Holders of at least 10% in principal amount of the Securities of the applicable Series may petition any court of competent jurisdiction for the appointment of a successor Trustee.

A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Company. Immediately after that, the retiring Trustee shall transfer all property held by it as Trustee to the successor Trustee subject to the lien provided for in Section 7.7, the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee with respect to each Series of Securities for which it is acting as Trustee under this Indenture. A successor Trustee shall mail a notice of its succession to each Securityholder of each such Series and, if any Bearer Securities are outstanding, publish such notice on one occasion in an Authorized Newspaper. Notwithstanding replacement of the Trustee pursuant to this Section 7.8, the Company's obligations under Section 7.7 hereof shall continue for the benefit of the retiring Trustee with respect to expenses and liabilities incurred by it prior to such replacement.

Section 7.9. Successor Trustee by Merger, etc.

If the Trustee consolidates with, merges or converts into, or transfers all or substantially all of its corporate trust business to, another corporation, the successor corporation without any further act shall be the successor Trustee.

Section 7.10. Eligibility; Disqualification.

This Indenture shall always have a Trustee who satisfies the requirements of TIA Section 310(a)(1), (2) and (5). The Trustee shall always have a combined capital and surplus of at least \$25,000,000 as set forth in its most recent published annual report of condition. The Trustee shall comply with TIA Section 310(b).

33

Section 7.11. Preferential Collection of Claims Against Company.

The Trustee is subject to TIA Section 311(a), excluding any creditor relationship listed in TIA Section 311(b). A Trustee who has resigned or been removed shall be subject to TIA Section 311(a) to the extent indicated.

ARTICLE VIII.  
LEGAL DEFEASANCE AND COVENANT DEFEASANCE

Section 8.1. Option to Effect Legal Defeasance or Covenant Defeasance.

The Company may at any time, at the option of its Board of Directors evidenced by a resolution set forth in an Officers' Certificate, elect to have either Section 8.2 or 8.3 hereof be applied to all outstanding Securities of any Series upon compliance with the conditions set forth below in this Article 8.

Section 8.2. Legal Defeasance and Discharge.

Upon the Company's exercise under Section 8.1 hereof of the option applicable to this Section 8.2, the Company and each guarantor, if any, of such Securities will, subject to the satisfaction of the conditions set forth in Section 8.4 hereof, be deemed to have been discharged from its or their obligations with respect to all outstanding Securities of such Series (including the related guarantees, if any) on the date the conditions set forth below are satisfied (hereinafter, "Legal Defeasance"). For this purpose, Legal Defeasance means that the Company and such guarantors, if any, will be deemed to have paid and discharged the entire Indebtedness represented by the outstanding Securities of such Series (including the related guarantees, if any), which will thereafter be deemed to be "outstanding" only for the purposes of Section 8.5 hereof and the other Sections of this Indenture referred to in clauses (1) and (2) below, and to have satisfied all its or their other obligations under such Securities, such guarantees, if any, and this Indenture (and the Trustee for such Securities, on demand of and at the expense of the Company, shall execute proper instruments acknowledging the same), except for the following provisions which will survive until otherwise terminated or discharged hereunder:

(1) the rights of Holders of outstanding Securities of such Series to receive payments in respect of the principal of, or interest or premium, if any, on, such Securities when such payments are due from the trust referred to in Section 8.4 hereof;

(2) the Company's obligations with respect to such Securities under Article 2 and Section 4.2 hereof;

(3) the rights, powers, trusts, duties and immunities of the Trustee for such Securities hereunder and the Company's and the guarantors', if any, obligations in connection therewith; and

(4) this Article 8.

Subject to compliance with this Article 8, the Company may exercise its option under this Section 8.2 notwithstanding the prior exercise of its option under Section 8.3 hereof.

34

Section 8.3. Covenant Defeasance.

Upon the Company's exercise under Section 8.1 hereof of the option applicable to this Section 8.3, the Company and each of the guarantors, if any, will, subject to the satisfaction of the conditions set forth in Section 8.4 hereof, be released from each of their or its obligations under the covenants specified in a Board Resolution, a supplemental indenture hereto or an Officers' Certificate, in accordance with Section 2.2.18, with respect to the outstanding Securities of the applicable Series on and after the date the conditions set forth in Section 8.4 hereof are satisfied (hereinafter, "Covenant Defeasance"), and such Securities will thereafter be deemed not "outstanding" for the purposes of any direction, waiver, consent or declaration or act of Holders of such Securities (and the consequences of any thereof) in connection with such covenants, but will continue to be deemed "outstanding" for all other purposes hereunder (it being understood that such Securities will not be deemed outstanding for accounting purposes). For this purpose, Covenant Defeasance means that, with respect to the outstanding Securities of such Series, the

Company may omit to comply with and will have no liability in respect of any term, condition or limitation set forth in any such covenant, whether directly or indirectly, by reason of any reference elsewhere herein to any such covenant or by reason of any reference in any such covenant to any other provision herein or in any other document and such omission to comply will not constitute a Default or an Event of Default under Section 6.1 hereof, but, except as specified above, the remainder of this Indenture and such Securities will be unaffected thereby. In addition, upon the Company's exercise under Section 8.1 hereof of the option applicable to this Section 8.3, subject to the satisfaction of the conditions set forth in Section 8.4 hereof, Sections 6.1(d) through (f) hereof will not constitute Events of Default.

Section 8.4. Conditions to Legal or Covenant Defeasance.

In order to exercise either Legal Defeasance or Covenant Defeasance under either Section 8.2 or 8.3 hereof with respect to Securities of any Series:

(1) the Company must irrevocably deposit with the Trustee for such Securities, in trust, for the benefit of the Holders of such Securities, cash in U.S. dollars, non-callable Government Securities, or a combination thereof, in such amounts as will be sufficient, in the opinion of a nationally recognized investment bank, appraisal firm, or firm of independent public accountants, to pay the principal of, premium, if any, and interest on, the outstanding Securities of such Series on the stated date for payment thereof or on the applicable redemption date, as the case may be, and the Company must specify whether such Securities are being defeased to such stated date for payment or to a particular redemption date;

(2) in the case of an election under Section 8.2 hereof, the Company must deliver to the Trustee for such Securities an Opinion of Counsel confirming that:

(A) the Company has received from, or there has been published by, the Internal Revenue Service a ruling; or

(B) since the date of this Indenture, there has been a change in the applicable federal income tax law,

35

in either case to the effect that, and based thereon such Opinion of Counsel shall confirm that, the Holders of the outstanding Securities of such Series will not recognize income, gain or loss for federal income tax purposes as a result of such Legal Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(3) in the case of an election under Section 8.3 hereof, the Company must deliver to the Trustee for such Securities an Opinion of Counsel confirming that the Holders of such Securities will not recognize income, gain or loss for federal income tax purposes as a result of such Covenant Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

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

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

(6) the Company must deliver to the Trustee for such Securities an Officers' Certificate stating that the deposit was not made by the Company with the intent of preferring the Holders of such Securities over the other creditors of the Company with the intent of defeating, hindering, delaying or defrauding any creditors of the Company or others; and

(7) the Company must deliver to the Trustee for such Securities an Officers' Certificate and an Opinion of Counsel, each stating that all

conditions precedent relating to the Legal Defeasance or the Covenant Defeasance have been complied with.

Section 8.5. Deposited Money and Government Securities to be Held in Trust; Other Miscellaneous Provisions.

Subject to Section 8.6 hereof, all money and non-callable Government Securities (including the proceeds thereof) deposited with a Trustee (or other qualifying trustee, collectively for purposes of this Section 8.5, the "Trustee") pursuant to Section 8.4 hereof in respect of the outstanding Securities of any Series will be held in trust and applied by the Trustee, in accordance with the provisions of such Securities and this Indenture, to the payment, either directly or through any Paying Agent (including the Company acting as Paying Agent) as the Trustee may determine, to the Holders of such Securities of all sums due and to become due thereon in respect of principal, premium, if any, and interest, but such money need not be segregated from other funds except to the extent required by law.

The Company will pay and indemnify the Trustee against any tax, fee or other charge imposed on or assessed against the cash or non-callable Government Securities deposited pursuant to Section 8.4 hereof or the principal and interest received in respect thereof other than

36

any such tax, fee or other charge which by law is for the account of the Holders of the outstanding Securities of the applicable Series.

Notwithstanding anything in this Article 8 to the contrary, the Trustee will deliver or pay to the Company from time to time upon the request of the Company any money or non-callable Government Securities held by it as provided in Section 8.4 hereof which, in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee (which may be the opinion delivered under Section 8.4(1) hereof), are in excess of the amount thereof that would then be required to be deposited to effect an equivalent Legal Defeasance or Covenant Defeasance.

Section 8.6. Repayment to Company.

Any money deposited with the Trustee or any Paying Agent, or then held by the Company, in trust for the payment of the principal of, premium, if any, or interest on, any Series of Securities and remaining unclaimed for two years after such principal, premium, if any, or interest has become due and payable shall be paid to the Company on its request or (if then held by the Company) will be discharged from such trust; and the Holders of such Securities will thereafter be permitted to look only to the Company for payment thereof, and all liability of the Trustee or such Paying Agent with respect to such trust money, and all liability of the Company as trustee thereof, will thereupon cease; provided, however, that the Trustee or such Paying Agent, before being required to make any such repayment, may at the expense of the Company cause to be published once, in the New York Times and The Wall Street Journal (national edition), notice that such money remains unclaimed and that, after a date specified therein, which will not be less than 30 days from the date of such notification or publication, any unclaimed balance of such money then remaining will be repaid to the Company.

Section 8.7. Reinstatement.

If the Trustee or Paying Agent is unable to apply any U.S. dollars or non-callable Government Securities in accordance with Section 8.2 or 8.3 hereof, as the case may be, by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, then the Company's and any applicable guarantors' obligations under this Indenture and the applicable Securities and the guarantees will be revived and reinstated as though no deposit had occurred pursuant to Section 8.2 or 8.3 hereof until such time as the Trustee or Paying Agent is permitted to apply all such money in accordance with Section 8.2 or 8.3 hereof, as the case may be; provided, however, that, if the Company makes any payment of principal of, premium, if any, or interest on, any such Securities following the reinstatement of its obligations, the Company will be subrogated to the rights of the Holders of such Securities to receive such payment from the money held by the Trustee or Paying Agent.

ARTICLE IX.  
AMENDMENTS AND WAIVERS

Section 9.1. Without Consent of Holders.

37

Notwithstanding Section 9.02 of this Indenture, the Company and the Trustee may amend or supplement this Indenture or the Securities of one or more Series without the consent of any Securityholder:

- (a) to cure any ambiguity, defect or inconsistency;
- (b) to provide for uncertificated Securities in addition to or in place of certificated Securities;
- (c) to provide for the assumption of the Company's obligations to the Holders of the Securities by a successor to the Company pursuant to Article 5 hereof;
- (d) to make any change that would provide any additional rights or benefits to the Holders of Securities or that does not adversely affect the legal rights hereunder of any Securityholder;
- (e) to comply with requirements of the SEC in order to effect or maintain the qualification of this Indenture under the TIA
- (f) to provide for the issuance of and establish the form and terms and conditions of Securities of any Series as permitted by this Indenture; or
- (g) to evidence and provide for the acceptance of appointment hereunder by a successor Trustee with respect to the Securities of one or more Series and to add to or change any of the provisions of this Indenture as shall be necessary to provide for or facilitate the administration of the trusts hereunder by more than one Trustee.

Upon the request of the Company accompanied by a resolution of its Board of Directors authorizing the execution of any such amended or supplemental indenture, and upon receipt by the Trustee of the documents described in Section 7.2 hereof, the Trustee will join with the Company in the execution of any amended or supplemental indenture authorized or permitted by the terms of this Indenture and to make any further appropriate agreements and stipulations that may be therein contained, but the Trustee will not be obligated to enter into such amended or supplemental indenture that affects its own rights, duties or immunities under this Indenture or otherwise.

Section 9.2. With Consent of Holders.

The Company and the Trustee may enter into a supplemental indenture with the written consent of the Holders of at least a majority in principal amount of the outstanding Securities of each Series affected by such supplemental indenture (including consents obtained in connection with a tender offer or exchange offer for the Securities of such Series), for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture or of any supplemental indenture or of modifying in any manner the rights of the Securityholders of each such Series. Except as provided in Section 6.13, the Holders of at least a majority in principal amount of the outstanding Securities of each Series by notice to the Trustee (including consents obtained in connection with a tender offer or exchange

38

offer for the Securities of such Series) may waive compliance by the Company with any provision of this Indenture or the Securities with respect to such Series.

It shall not be necessary for the consent of the Holders of Securities under this Section 9.2 to approve the particular form of any proposed supplemental indenture or waiver, but it shall be sufficient if such consent approves the substance thereof. Upon the request of the Company accompanied by a resolution of its Board of Directors authorizing the execution of any such amended or supplemental indenture, and upon the filing with the Trustee of



evidence satisfactory to the Trustee of the consent of the Holders of Securities as aforesaid, and upon receipt by the Trustee of the documents described in Section 7.2 hereof, the Trustee will join with the Company in the execution of such amended or supplemental indenture unless such amended or supplemental indenture directly affects the Trustee's own rights, duties or immunities under this Indenture or otherwise, in which case the Trustee may in its discretion, but will not be obligated to, enter into such amended or supplemental Indenture.

After a supplemental indenture or waiver under this section becomes effective, the Company shall mail to the Holders of Securities affected thereby and, if any Bearer Securities affected thereby are outstanding, publish on one occasion in an Authorized Newspaper, a notice briefly describing the supplemental indenture or waiver. Any failure by the Company to mail or publish such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such supplemental indenture or waiver.

#### Section 9.3. Limitations.

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

(a) change the amount of Securities whose Holders must consent to an amendment, supplement or waiver;

(b) reduce the rate of or extend the time for payment of interest (including default interest) on any Security;

(c) reduce the principal or change the Stated Maturity of any Security or reduce the amount of, or postpone the date fixed for, the payment of any sinking fund or analogous obligation;

(d) reduce the principal amount of Discount Securities payable upon acceleration of the maturity thereof;

(e) waive a Default or Event of Default in the payment of the principal of or interest, if any, on any Security (except a rescission of acceleration of the Securities of any Series by the Holders of at least a majority in principal amount of the outstanding Securities of such Series and a waiver of the payment default that resulted from such acceleration);

(f) make the principal of or interest, if any, on any Security payable in any currency other than that stated in the Security;

39

(g) make any change in Sections 6.8, 6.13, 9.3 (this sentence), 10.15, or 10.16; or

(h) waive a redemption payment with respect to any Security or change any of the provisions with respect to the redemption of any Securities, except as specifically set forth in the Board Resolution, supplemental indenture hereto or Officers' Certificate delivered pursuant to Section 2.2.

#### Section 9.4. Compliance with Trust Indenture Act.

Every amendment to this Indenture or the Securities of one or more Series shall be set forth in a supplemental indenture hereto that complies with the TIA as then in effect.

#### Section 9.5. Revocation and Effect of Consents.

Until an amendment or waiver becomes effective, a consent to it by a Holder of a Security is a continuing consent by the Holder and every subsequent Holder of a Security or portion of a Security that evidences the same debt as the consenting Holder's Security, even if notation of the consent is not made on any Security. However, any such Holder or subsequent Holder may revoke the consent as to his Security or portion of a Security if the Trustee receives the notice of revocation before the date the amendment or waiver becomes effective.

Any amendment or waiver once effective shall bind every Securityholder of each Series affected by such amendment or waiver unless it is of the type described in any of clauses (a) through (h) of Section 9.3. In that case, the amendment or waiver shall bind each Holder of a Security who has

consented to it and every subsequent Holder of a Security or portion of a Security that evidences the same debt as the consenting Holder's Security.

Section 9.6. Notation on or Exchange of Securities.

The Trustee may place an appropriate notation about an amendment or waiver on any Security of any Series thereafter authenticated. The Company in exchange for Securities of that Series may issue and the Trustee shall authenticate upon request new Securities of that Series that reflect the amendment or waiver.

Section 9.7. Trustee Protected.

In executing, or accepting the additional trusts created by, any supplemental indenture permitted by this Article or the modifications thereby of the trusts created by this Indenture, the Trustee shall be entitled to receive, and (subject to Section 7.1) shall be fully protected in relying upon, an Opinion of Counsel stating that the execution of such supplemental indenture is authorized or permitted by this Indenture. The Trustee shall sign all supplemental indentures, except that the Trustee need not sign any supplemental indenture that adversely affects its rights.

40

ARTICLE X.  
SATISFACTION AND DISCHARGE

Section 10.1. Satisfaction and Discharge.

This Indenture will be discharged and will cease to be of further effect as to a Series of Securities issued hereunder, when:

(a) either:

(i) all such Securities that have been authenticated, except lost, stolen or destroyed Securities that have been replaced or paid and Securities for whose payment money has theretofore been deposited in trust and thereafter repaid to the Company, have been delivered to the Trustee for cancellation; or

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

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

(c) the Company or any guarantor of such Securities has paid or caused to be paid all sums payable by it under this Indenture; and

(d) the Company has delivered irrevocable instructions to the Trustee for such Securities under this Indenture to apply the deposited money toward the payment of such Securities at maturity or on the redemption date, as the case may be.

In addition, the Company must deliver an Officers' Certificate and an Opinion of Counsel to the Trustee for such Securities stating that all conditions precedent to satisfaction and discharge have been satisfied.

Notwithstanding the satisfaction and discharge of this Indenture, if

money has been deposited with the Trustee pursuant to subclause (b) of this Section 10.1, the provisions of Sections 10.2 and 8.6 hereof will survive. In addition, nothing in this Section 10.1 will be deemed to discharge those provisions of Section 7.7 hereof, that, by their terms, survive the satisfaction and discharge of this Indenture.

41

Section 10.2. Application of Trust Money.

Subject to the provisions of Section 8.6 hereof, all money deposited with a Trustee pursuant to Section 10.1 hereof shall be held in trust and applied by it, in accordance with the provisions of the Securities with respect to which such deposit was made and this Indenture, to the payment, either directly or through any Paying Agent (including the Company acting as its own Paying Agent) as such Trustee may determine, to the persons entitled thereto, of the principal (and premium, if any) and interest for whose payment such money has been deposited with such Trustee; but such money need not be segregated from other funds except to the extent required by law.

If such Trustee or Paying Agent is unable to apply any money or Government Securities in accordance with Section 10.1 hereof by reason of any legal proceeding or by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, the Company's and any applicable guarantor's obligations under this Indenture and the applicable Securities shall be revived and reinstated as though no deposit had occurred pursuant to Section 10.1 hereof; provided that if the Company has made any payment of principal of, premium, if any, or interest on, any Securities because of the reinstatement of its obligations, the Company shall be subrogated to the rights of the Holders of such Securities to receive such payment from the money or Government Securities held by the Trustee or Paying Agent.

ARTICLE XI.  
MISCELLANEOUS

Section 11.1. Trust Indenture Act Controls.

If any provision of this Indenture limits, qualifies, or conflicts with another provision which is required or deemed to be included in this Indenture by the TIA, such required or deemed provision shall control.

Section 11.2. Notices.

Any notice or communication by the Company or the Trustee to the other, or by a Holder to the Company or the Trustee, is duly given if in writing and delivered in person or mailed by first-class mail:

if to the Company:

NRG Energy, Inc.  
211 Carnegie Center  
Princeton, NJ 08540  
Attention: General Counsel  
Telephone: (609) 524-4500  
Facsimile: (609) 524-4589

if to the Trustee:

42

Law Debenture Trust Company of New York  
767 Third Avenue, 31st Floor  
New York, NY 10017  
Attention: Corporate Trust Administration  
Telephone: (212) 750-6474  
Facsimile: (212) 750-1361

The Company or the Trustee by notice to the other may designate additional or different addresses for subsequent notices or communications.

Any notice or communication to a Securityholder shall be mailed by first-class mail to his address shown on the register kept by the Registrar and,

if any Bearer Securities are outstanding, published in an Authorized Newspaper. Failure to mail a notice or communication to a Securityholder of any Series or any defect in it shall not affect its sufficiency with respect to other Securityholders of that or any other Series.

If a notice or communication is mailed or published in the manner provided above, within the time prescribed, it is duly given, whether or not the Securityholder receives it.

If the Company mails a notice or communication to Securityholders, it shall mail a copy to the Trustee and each Agent at the same time.

#### Section 11.3. Communication by Holders with Other Holders.

Securityholders of any Series may communicate pursuant to TIA Section 312(b) with other Securityholders of that Series or any other Series with respect to their rights under this Indenture or the Securities of that Series or all Series. The Company, the Trustee, the Registrar and anyone else shall have the protection of TIA Section 312(c).

#### Section 11.4. Certificate and Opinion as to Conditions Precedent.

Upon any request or application by the Company to the Trustee to take any action under this Indenture, the Company shall furnish to the Trustee:

(a) an Officers' Certificate stating that, in the opinion of the signers, all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with; and

(b) an Opinion of Counsel stating that, in the opinion of such counsel, all such conditions precedent have been complied with.

#### Section 11.5. Statements Required in Certificate or Opinion.

Each certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture (other than a certificate provided pursuant to TIA Section 314(a)(4)) shall comply with the provisions of TIA Section 314(e) and shall include:

43

(a) a statement that the person making such certificate or opinion has read such covenant or condition;

(b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(c) a statement that, in the opinion of such person, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(d) a statement as to whether or not, in the opinion of such person, such condition or covenant has been complied with.

#### Section 11.6. Rules by Trustee and Agents.

The Trustee may make reasonable rules for action by or a meeting of Securityholders of one or more Series. Any Agent may make reasonable rules and set reasonable requirements for its functions.

#### Section 11.7. Legal Holidays.

Unless otherwise provided by Board Resolution, Officers' Certificate or supplemental indenture hereto for a particular Series, a "Legal Holiday" is any day that is not a Business Day. If a payment date is a Legal Holiday at a place of payment, payment may be made at that place on the next succeeding day that is not a Legal Holiday, and no interest shall accrue for the intervening period.

#### Section 11.8. No Recourse Against Others.

A director, officer, employee or stockholder, as such, of the

Company shall not have any liability for any obligations of the Company under the Securities or the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. Each Securityholder by accepting a Security waives and releases all such liability. The waiver and release are part of the consideration for the issue of the Securities.

Section 11.9. Counterparts.

This Indenture may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 11.10. Governing Laws.

THE INTERNAL LAW OF THE STATE OF NEW YORK WILL GOVERN AND BE USED TO CONSTRUE THIS INDENTURE, THE SECURITIES AND ANY GUARANTEES OF THE SECURITIES WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE

44

APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

Section 11.11. No Adverse Interpretation of Other Agreements.

This Indenture may not be used to interpret another indenture, loan or debt agreement of the Company or a Subsidiary of the Company. Any such indenture, loan or debt agreement may not be used to interpret this Indenture.

Section 11.12. Successors.

All agreements of the Company in this Indenture and the Securities shall bind its successor. All agreements of the Trustee in this Indenture shall bind its successor.

Section 11.13. Severability.

In case any provision in this Indenture or in the Securities shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 11.14. Table of Contents, Headings, Etc.

The Table of Contents, Cross-Reference Table, and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only, are not to be considered a part hereof, and shall in no way modify or restrict any of the terms or provisions hereof.

Section 11.15. Securities in a Foreign Currency or in ECU.

Unless otherwise specified in a Board Resolution, a supplemental indenture hereto or an Officers' Certificate delivered pursuant to Section 2.2 of this Indenture with respect to a particular Series of Securities, whenever for purposes of this Indenture any action may be taken by the Holders of a specified percentage in aggregate principal amount of Securities of all Series or all Series affected by a particular action at the time outstanding and, at such time, there are outstanding Securities of any Series which are denominated in a coin or currency other than Dollars (including ECUs), then the principal amount of Securities of such Series which shall be deemed to be outstanding for the purpose of taking such action shall be that amount of Dollars that could be obtained for such amount at the Market Exchange Rate at such time. For purposes of this Section 10.15, "Market Exchange Rate" shall mean the noon Dollar buying rate in New York City for cable transfers of that currency as published by the Federal Reserve Bank of New York; provided, however, in the case of ECUs, Market Exchange Rate shall mean the rate of exchange determined by the Commission of the European Union (or any successor thereto) as published in the Official Journal of the European Union (such publication or any successor publication, the "Journal"). If such Market Exchange Rate is not available for any reason with respect to such currency, the Trustee shall use, in its sole discretion and without liability on its part, such quotation of the Federal Reserve Bank of New York or, in the case of ECUs, the rate of exchange as published in the Journal, as of the most recent available date, or quotations or, in the case of ECUs,

rates of exchange from one or more major banks in The City of New York or

45

in the country of issue of the currency in question or, in the case of ECUs, in Luxembourg or such other quotations or, in the case of ECUs, rates of exchange as the Trustee, upon consultation with the Company, shall deem appropriate. The provisions of this paragraph shall apply in determining the equivalent principal amount in respect of Securities of a Series denominated in currency other than Dollars in connection with any action taken by Holders of Securities pursuant to the terms of this Indenture.

All decisions and determinations of the Trustee regarding the Market Exchange Rate or any alternative determination provided for in the preceding paragraph shall be in its sole discretion and shall, in the absence of manifest error, to the extent permitted by law, be conclusive for all purposes and irrevocably binding upon the Company and all Holders.

#### Section 11.16. Judgment Currency.

The Company agrees, to the fullest extent that it may effectively do so under applicable law, that (a) if for the purpose of obtaining judgment in any court it is necessary to convert the sum due in respect of the principal of or interest or other amount on the Securities of any Series (the "Required Currency") into a currency in which a judgment will be rendered (the "Judgment Currency"), the rate of exchange used shall be the rate at which in accordance with normal banking procedures the Trustee could purchase in The City of New York the Required Currency with the Judgment Currency on the day on which final unappealable judgment is entered, unless such day is not a New York Banking Day, then, the rate of exchange used shall be the rate at which in accordance with normal banking procedures the Trustee could purchase in The City of New York the Required Currency with the Judgment Currency on the New York Banking Day preceding the day on which final unappealable judgment is entered and (b) its obligations under this Indenture to make payments in the Required Currency (i) shall not be discharged or satisfied by any tender, any recovery pursuant to any judgment (whether or not entered in accordance with subsection (a)), in any currency other than the Required Currency, except to the extent that such tender or recovery shall result in the actual receipt, by the payee, of the full amount of the Required Currency expressed to be payable in respect of such payments, (ii) shall be enforceable as an alternative or additional cause of action for the purpose of recovering in the Required Currency the amount, if any, by which such actual receipt shall fall short of the full amount of the Required Currency so expressed to be payable, and (iii) shall not be affected by judgment being obtained for any other sum due under this Indenture. For purposes of the foregoing, "New York Banking Day" means any day except a Saturday, Sunday or a legal holiday in The City of New York on which banking institutions are authorized or required by law, regulation or executive order to close.

### ARTICLE XII. SINKING FUNDS

#### Section 12.1. Applicability of Article.

The provisions of this Article shall be applicable to any sinking fund for the retirement of the Securities of a Series, except as otherwise permitted or required by any form of Security of such Series issued pursuant to this Indenture.

46

The minimum amount of any sinking fund payment provided for by the terms of the Securities of any Series is herein referred to as a "mandatory sinking fund payment" and any other amount provided for by the terms of Securities of such Series is herein referred to as an "optional sinking fund payment." If provided for by the terms of Securities of any Series, the cash amount of any sinking fund payment may be subject to reduction as provided in Section 12.2. Each sinking fund payment shall be applied to the redemption of Securities of any Series as provided for by the terms of the Securities of such Series.

#### Section 12.2. Satisfaction of Sinking Fund Payments with Securities.

The Company may, in satisfaction of all or any part of any sinking

fund payment with respect to the Securities of any Series to be made pursuant to the terms of such Securities (1) deliver outstanding Securities of such Series to which such sinking fund payment is applicable (other than any of such Securities previously called for mandatory sinking fund redemption) and (2) apply as credit Securities of such Series to which such sinking fund payment is applicable and which have been repurchased by the Company or redeemed either at the election of the Company pursuant to the terms of such Series of Securities (except pursuant to any mandatory sinking fund) or through the application of permitted optional sinking fund payments or other optional redemptions pursuant to the terms of such Securities, provided that such Securities have not been previously so credited. Such Securities shall be received by the Trustee, together with an Officers' Certificate with respect thereto, not later than 15 days prior to the date on which the Trustee begins the process of selecting Securities for redemption, and shall be credited for such purpose by the Trustee at the price specified in such Securities for redemption through operation of the sinking fund and the amount of such sinking fund payment shall be reduced accordingly. If as a result of the delivery or credit of Securities in lieu of cash payments pursuant to this Section 12.2, the principal amount of Securities of such Series to be redeemed in order to exhaust the aforesaid cash payment shall be less than \$100,000, the Trustee need not call Securities of such Series for redemption, except upon receipt of a Company Order that such action be taken, and such cash payment shall be held by the Trustee or a Paying Agent and applied to the next succeeding sinking fund payment, provided, however, that the Trustee or such Paying Agent shall from time to time upon receipt of a Company Order pay over and deliver to the Company any cash payment so being held by the Trustee or such Paying Agent upon delivery by the Company to the Trustee of Securities of that Series purchased by the Company having an unpaid principal amount equal to the cash payment required to be released to the Company.

Section 12.3. Redemption of Securities for Sinking Fund.

Not less than 45 days (unless otherwise indicated in the Board Resolution, supplemental indenture or Officers' Certificate in respect of a particular Series of Securities) prior to each sinking fund payment date for any Series of Securities, the Company will deliver to the Trustee an Officers' Certificate specifying the amount of the next ensuing mandatory sinking fund payment for that Series pursuant to the terms of that Series, the portion thereof, if any, which is to be satisfied by payment of cash and the portion thereof, if any, which is to be satisfied by delivering and crediting of Securities of that Series pursuant to Section 12.2, and the optional amount, if any, to be added in cash to the next ensuing mandatory sinking fund payment, and the Company shall thereupon be obligated to pay the amount therein specified.

47

Not less than 30 days (unless otherwise indicated in the Board Resolution, Officers' Certificate or supplemental indenture in respect of a particular Series of Securities) before each such sinking fund payment date the Trustee shall select the Securities to be redeemed upon such sinking fund payment date in the manner specified in Section 3.2 and cause notice of the redemption thereof to be given in the name of and at the expense of the Company in the manner provided in Section 3.3. Such notice having been duly given, the redemption of such Securities shall be made upon the terms and in the manner stated in Sections 3.4, 3.5 and 3.6.

48

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be duly executed and attested, all as of the day and year first above written.

NRG Energy, Inc.

By: \_\_\_\_\_  
Name:  
Its:

Law Debenture Trust Company of New York

By: \_\_\_\_\_  
Name:  
Its:

December 21, 2005

NRG Energy, Inc.  
211 Carnegie Center  
Princeton, NJ 08540

Re: NRG Energy, Inc.  
Registration Statement on Form S-3

Ladies and Gentlemen:

We have acted as special counsel to NRG Energy, Inc., a Delaware corporation (the "Company"), in connection with the Registration Statement on Form S-3 (the "Registration Statement"), to be filed on the date hereof by the Company with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"). The Registration Statement relates to the issuance and sale from time to time by the Company, pursuant to Rule 415 of the General Rules and Regulations promulgated under the Act, of the following securities of the Company: (i) senior or subordinated debt securities, which may be secured or unsecured, in one or more series (the "Debt Securities"), to be issued under the Indenture (the "Indenture") proposed to be entered into between the Company and Law Debenture Trust Company of New York, as trustee (the "Trustee"); (ii) shares of preferred stock, \$0.01 par value per share, of the Company (the "Preferred Stock"), in one or more series; (iii) shares of common stock, \$0.01 par value per share, of the Company ("Common Stock"); and (iv) such indeterminate amount of Debt Securities and number of shares of Common Stock or Preferred Stock as may be issued upon conversion, exchange or exercise of any Debt Securities or Preferred Stock, including such shares of Common Stock or Preferred Stock as may be issued pursuant to anti-dilution adjustments, in amounts, at prices and on terms to be determined at the time of offering. The Debt Securities, the Preferred Stock and the Common Stock are collectively referred to herein as the "Offered Securities."

This opinion is being delivered in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Act.

In connection with this opinion, we have examined originals or copies, certified or otherwise identified to our satisfaction, of:

- (i) the Registration Statement relating to the Offered Securities;

NRG Energy, Inc.  
December 21, 2005  
Page 2

- (ii) the Amended and Restated Certificate of Incorporation of the Company, as amended to the date hereof and as certified by the Secretary of State of the State of Delaware (the "Certificate of Incorporation");
- (iii) the Amended and Restated Bylaws of the Company, as currently in effect and as certified by the Secretary of the Company (the "Bylaws");
- (iv) the form of the Indenture, filed as an exhibit to the Registration Statement;
- (v) [drafts of certain resolutions (the "Resolutions") to be adopted on by the Board of Directors of the Company (the "Board of Directors") relating to the registration of the Offered Securities and related matters;] and
- (vi) a specimen certificate evidencing the Common Stock.

We have also examined originals or copies, certified or otherwise identified to our satisfaction, of such records of the Company and such agreements, certificates of public officials, certificates of officers or other representatives of the Company and others, and such other documents as we have deemed necessary or appropriate as a basis for the opinions set forth below.



In our examination, we have assumed the legal capacity of all natural persons, the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as facsimile, electronic, certified or photostatic copies, and the authenticity of the originals of such copies. As to any facts material to the opinions expressed herein that we did not independently establish or verify, we have relied upon statements and representations of officers and other representatives of the Company and others and of public officials. In making our examination of executed documents or documents to be executed, we have assumed that the parties thereto, other than the Company, had or will have the power, corporate or other, to enter into and perform all obligations thereunder and have also assumed the due authorization by all requisite action, corporate or other, and the execution and delivery by such parties of such documents, and, as to parties other than the Company, the validity and binding effect thereof on such parties. We have assumed that the Indenture will be duly authorized, executed and delivered by the parties thereto in substantially the form reviewed by us, and that any Debt Securities that may be issued will be issued in a form that complies with the Indenture and will be manually signed or countersigned, as the case may be, by duly authorized officers of the Trustee. In addition, we have also assumed that the terms of the Offered Securities will have been established so as not to, and that the execution and delivery by the Company of, and the performance of its obligations under, the Indenture and the Offered Securities, will not, violate, conflict with or constitute a default under (i) any agreement or instrument to which the Company is

NRG Energy, Inc.  
December 21, 2005  
Page 3

subject, (ii) any law, rule or regulation to which the Company is subject, (iii) any judicial or regulatory order or decree of any governmental authority or (iv) any consent, approval, license, authorization or validation of, or filing, recording or registration with any governmental authority. We have also assumed that (i) the stock certificates evidencing the Offered Preferred Stock (as defined below) to be issued will be in a form that complies with, and the terms of such Preferred Stock will be duly established in accordance with, the Delaware General Corporation Law (the "DGCL"), and (ii) the stock certificate evidencing any Offered Common Stock (as defined below) issued will conform to the specimen certificate examined by us and will be duly executed and delivered.

Our opinions set forth below are limited to the DGCL and those laws of the State of New York that, in our experience, are normally applicable to transactions of the type contemplated by the Registration Statement and to the extent that judicial or regulatory orders or decrees or consents, approvals, licenses, authorizations, validations, filings, recordings or registrations with governmental authorities are relevant, to those required under such laws (all of the foregoing being referred to as "Opined on Law"). We do not express any opinion with respect to the law of any jurisdiction other than Opined on Law or as to the effect of any such non-Opined on Law on the opinions herein stated. The Offered Securities may be issued from time to time on a delayed or continuous basis, and this opinion is limited to the laws, including the rules and regulations, as in effect on the date hereof, which laws are subject to change with possible retroactive effect.

Based upon and subject to the foregoing and to the other qualifications and limitations set forth herein, we are of the opinion that:

1. With respect to any series of Debt Securities (the "Offered Debt Securities"), when (i) the Registration Statement, as finally amended (including all necessary post-effective amendments), has become effective under the Act and the Indenture has been qualified under the Trust Indenture Act of 1939, as amended; [(ii) the Resolutions have been adopted by the Board of Directors,] (iii) an appropriate prospectus supplement or term sheet with respect to the Offered Debt Securities has been prepared, delivered and filed in compliance with the Act and the applicable rules and regulations thereunder; (iv) if the Offered Debt Securities are to be sold pursuant to a firm commitment underwritten offering, the underwriting agreement with respect to the Offered Debt Securities has been duly authorized, executed and delivered by the Company and the other parties thereto; (v) the Board of Directors, including any appropriate committee appointed thereby, and appropriate officers of the Company have taken all

necessary corporate action to approve the issuance and terms of the Offered Debt Securities and related matters; (vi) the Indenture and a supplemental indenture in respect of such Debt Securities has been duly executed and delivered by each party thereto; (vii) the terms of the Offered Debt Securities and of their issuance and sale have been duly established in conformity with the Indenture and any supplemental

NRG Energy, Inc.  
December 21, 2005  
Page 4

indenture to be entered into in connection with the issuance of such Debt Securities so as not to violate any applicable law, the Certificate of Incorporation or the Bylaws or result in a default under or breach of any agreement or instrument binding upon the Company and so as to comply with any requirement or restriction imposed by any court or governmental body having jurisdiction over the Company; and (viii) the Offered Debt Securities have been issued in a form that complies with the Indenture and have been duly executed and authenticated in accordance with the provisions of the Indenture and any supplemental indenture to be entered into in connection with the issuance of such Debt Securities and duly delivered to the purchasers thereof upon payment of the agreed-upon consideration therefor, the Offered Debt Securities (including any Debt Securities duly issued upon conversion, exchange or exercise of any Debt Securities or Preferred Stock), when issued and sold in accordance with the Indenture, any supplemental indenture to be entered into in connection with the issuance of such Debt Securities and the applicable underwriting agreement, if any, or any other duly authorized, executed and delivered valid and binding purchase or agency agreement, will be valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms, except to the extent that enforcement thereof may be limited by (a) bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally, (b) general principles of equity (regardless of whether enforceability is considered in a proceeding at law or in equity), (c) public policy considerations which may limit the rights of parties to obtain remedies, (d) the waivers of any usury defense contained in the Indenture or Offered Debt Securities that may be unenforceable, (e) requirements that a claim with respect to any Offered Debt Securities denominated in a currency, currency unit or composite currency other than United States dollars (or a judgment denominated other than in United States dollars in respect of such claim) be converted into United States dollars at a rate of exchange prevailing on a date determined pursuant to applicable law, and (f) governmental authority to limit, delay or prohibit the making of payments outside the United States or in foreign currencies, currency units or composite currencies.

2. With respect to the shares of any series of Preferred Stock (the "Offered Preferred Stock"), when (i) the Registration Statement, as finally amended (including all necessary post-effective amendments), has become effective under the Act; [(ii) the Resolutions have been adopted by the Board of Directors,] (iii) an appropriate prospectus supplement or term sheet with respect to the shares of the Offered Preferred Stock has been prepared, delivered and filed in compliance with the Act and the applicable rules and regulations thereunder; (iv) if the Offered Preferred Stock is to be sold pursuant to a firm commitment underwritten offering, the underwriting agreement with respect to the shares of the Offered Preferred Stock has been duly authorized, executed and delivered by the Company and the other

NRG Energy, Inc.  
December 21, 2005  
Page 5

parties thereto; (v) the Board of Directors, including any appropriate committee appointed thereby, and appropriate officers of the Company have taken all necessary corporate action to approve the issuance and terms of the shares of the Offered Preferred Stock, the consideration to be received therefor and related matters, including the adoption of a Certificate of Designations to the Certificate of Incorporation for the Offered Preferred Stock (the "Certificate of Designation") in accordance with the applicable provisions of the DGCL; (vi) the filing of the

Certificate of Designation with the Secretary of State of the State of Delaware has duly occurred; (vii) the terms of the Offered Preferred Stock and of their issuance and sale have been duly established in conformity with the Certificate of Incorporation, including the Certificate of Designation relating to the Offered Preferred Stock, and the Bylaws of the Company so as not to violate any applicable law, the Certificate of Incorporation or the Bylaws or result in a default under or breach of any agreement or instrument binding upon the Company and so as to comply with any requirement or restriction imposed by any court or governmental body having jurisdiction over the Company; and (viii) certificates in the form required under the DGCL representing the shares of the Offered Preferred Stock are duly executed, countersigned, registered and delivered upon payment of the agreed-upon consideration therefor, the shares of the Offered Preferred Stock (including any Preferred Stock duly issued upon conversion, exchange or exercise of any Debt Securities or Preferred Stock), when issued or sold in accordance with the applicable underwriting agreement or any other duly authorized, executed and delivered valid and binding purchase or agency agreement, will be duly authorized, validly issued, fully paid and nonassessable, provided that the consideration therefor is not less than \$0.01 per share of Preferred Stock.

3. With respect to any offering of Common Stock by the Company (the "Offered Common Stock"), when (i) the Registration Statement, as finally amended (including all necessary post-effective amendments), has become effective under the Act; [(ii) the Resolutions have been adopted by the Board of Directors,] (iii) an appropriate prospectus supplement or term sheet with respect to the Offered Common Stock has been prepared, delivered and filed in compliance with the Act and the applicable rules and regulations thereunder; (iv) if the Offered Common Stock is to be sold pursuant to a firm commitment underwritten offering, the underwriting agreement with respect to the Offered Common Stock has been duly authorized, executed and delivered by the Company and the other parties thereto; (v) the Board of Directors, including any appropriate committee appointed thereby, and appropriate officers of the Company have taken all necessary corporate action to approve the issuance of the Offered Common Stock, the consideration to be received therefor and related matters; (vi) the terms of the issuance and sale of the Offered Common Stock have been duly established in conformity with the Certificate of Incorporation and the Bylaws so as not to

NRG Energy, Inc.  
December 21, 2005  
Page 6

violate any applicable law, the Certificate of Incorporation or the Bylaws or result in a default under or breach of any agreement or instrument binding upon the Company and so as to comply with any requirement or restriction imposed by any court or governmental body having jurisdiction over the Company; and (vii) certificates in the form required under the DGCL representing the shares of Offered Common Stock are duly executed, countersigned, registered and delivered upon payment of the agreed upon consideration therefor, the shares of Offered Common Stock (including any Common Stock duly issued upon conversion, exchange or exercise of any Debt Securities or Preferred Stock), when issued and sold in accordance with the applicable underwriting agreement with respect to the Offered Common Stock or any other duly authorized, executed and delivered valid and binding purchase or agency agreement, will be duly authorized, validly issued, fully paid and nonassessable, provided that the consideration therefor is not less than \$0.01 per share of Common Stock.

We hereby consent to the filing of this opinion with the Commission as an exhibit to the Registration Statement. We also hereby consent to the use of our name under the heading "Legal Matters" in the prospectus which forms a part of the Registration Statement. In giving this consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission promulgated thereunder. This opinion is expressed as of the date hereof unless otherwise expressly stated, and we disclaim any undertaking to advise you of any subsequent changes in the facts stated or assumed herein or of any subsequent changes in applicable laws.

Very truly yours,



.

.

.

Exhibit 12.1

NRG ENERGY, INC.  
RATIO OF EARNINGS TO FIXED CHARGES

	For the Year Ended December 31,	For the Year Ended December 31,	For the Year Ended December 31,	For the Period January 1, 2003 Through December 5,	For the Period December 6, 2003 Through December 31,	For the Year Ended December 31,	For the Nine Months Ended September 30,
	2000	2001	2002	2003	2003	2004	2005
<b>EARNINGS:</b>							
Income/(loss) before taxes							
from continuing operations	\$ 251,034	\$ 250,723	\$ (2,955,319)	\$ 2,987,007	\$ 10,744	\$ 224,508	\$ 28,192
Minority interest in earnings	840				134	16	36
<b>LESS:</b>							
Undistributed equity in earnings of unconsolidated affiliates	(43,258)	(119,002)	(22,252)	(41,472)	2,229	(1,062)	1,100
Capitalized interest	(2,667)	(27,175)	(45,896)	(16)	(2)	(113)	-
<b>ADD:</b>							
Fixed charges	253,110	394,616	502,474	333,868	19,137	269,898	153,048
<b>TOTAL EARNINGS:</b>	<b>\$ 459,059</b>	<b>\$ 499,162</b>	<b>\$ (2,520,993)</b>	<b>\$ 3,279,387</b>	<b>\$ 32,242</b>	<b>\$ 493,247</b>	<b>\$ 182,376</b>
<b>FIXED CHARGES:</b>							
Interest expense	\$ 241,999	\$ 353,443	\$ 423,815	\$ 312,249	\$ 16,660	\$ 238,486	\$ 142,947
Interest capitalized	2,667	27,175	45,896	16	2	113	-
Amortization of debt issuance costs	7,678	10,668	28,367	17,640	517	9,432	4,286
Amortization of debt discount/(premiums)	-	-	-	-	1,725	18,227	3,365
Approximation of interest in rental expense	766	3,330	4,396	3,963	233	3,640	2,450
<b>TOTAL FIXED CHARGES:</b>	<b>\$ 253,110</b>	<b>\$ 394,616</b>	<b>\$ 502,474</b>				
	\$ 333,868	\$ 19,137	\$ 269,898	\$ 153,048			
<b>RATIO OF EARNINGS TO FIXED CHARGES</b>	<b>1.81</b>	<b>1.26</b>	<b>(5.02)</b>	<b>9.82</b>	<b>1.68</b>	<b>1.83</b>	<b>1.19</b>
(EARNINGS DID NOT COVER FIXED CHARGES)	\$ -	\$ -	\$ (3,023,467)	\$ -	\$ -	\$ -	\$ -

Exhibit 12.1

NRG ENERGY, INC.  
RATIO OF EARNINGS TO COMBINED FIXED CHARGES AND PREFERRED STOCK DIVIDENDS

	For the Year Ended December 31,	For the Year Ended December 31,	For the Year Ended December 31,
	2000	2001	2002
<b>EARNINGS:</b>			
Income/(loss) before taxes from continuing operations	\$ 251,034	\$ 250,723	\$ (2,955,319)
Minority interest in earnings	840		
<b>LESS:</b>			
Undistributed equity in earnings of unconsolidated affiliates	(43,258)	(119,002)	(22,252)
Capitalized interest	(2,667)	(27,175)	(45,896)
Preference dividends - tax effected	-	-	-
<b>ADD:</b>			
Fixed charges	253,110	394,616	502,474
<b>TOTAL EARNINGS:</b>	<b>\$ 459,059</b>	<b>\$ 499,162</b>	<b>\$ (2,520,993)</b>
<b>FIXED CHARGES:</b>			
Interest expense	\$ 241,999	\$ 353,443	\$ 423,815

Interest capitalized	2,667	27,175	45,896
Amortization of debt issuance costs	7,678	10,668	28,367
Amortization of debt discount/(premiums)	-	-	-
Approximation of interest in rental expense	766	3,330	4,396
Tax effected preference dividends	-	-	-
<b>TOTAL FIXED CHARGES:</b>	<b>\$ 253,110</b>	<b>\$ 394,616</b>	<b>\$ 502,474</b>
	=====	=====	=====
<b>RATIO OF EARNINGS TO COMBINED FIXED CHARGES AND PREFERENCE DIVIDENDS</b>	<b>1.81</b>	<b>1.26</b>	<b>(5.02)</b>
	=====	=====	=====
<b>(EARNINGS DID NOT COVER FIXED CHARGES)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (3,023,467)</b>

	For the Period January 1, 2003 Through December 5,	For the Period December 6, 2003 Through December 31,	For the Year Ended December 31,
	2003	2003	2004
	-----	-----	-----
<b>EARNINGS:</b>			
Income/(loss) before taxes from continuing operations	\$ 2,987,007	\$ 10,744	\$ 224,508
Minority interest in earnings		134	16
<b>LESS:</b>			
Undistributed equity in earnings of unconsolidated affiliates	(41,472)	2,229	(1,062)
Capitalized interest	(16)	(2)	(113)
Preference dividends - tax effected	-	-	(915)
<b>ADD:</b>			
Fixed charges	333,868	19,137	270,813
<b>TOTAL EARNINGS:</b>	<b>\$ 3,279,387</b>	<b>\$ 32,242</b>	<b>\$ 493,247</b>
	=====	=====	=====
<b>FIXED CHARGES:</b>			
Interest expense	\$ 312,249	\$ 16,660	\$ 238,486
Interest capitalized	16	2	113
Amortization of debt issuance costs	17,640	517	9,432
Amortization of debt discount/(premiums)	-	1,725	18,227
Approximation of interest in rental expense	3,963	233	3,640
Tax effected preference dividends	-	-	915
<b>TOTAL FIXED CHARGES:</b>	<b>\$ 333,868</b>	<b>\$ 19,137</b>	<b>\$ 270,813</b>
	=====	=====	=====
<b>RATIO OF EARNINGS TO COMBINED FIXED CHARGES AND PREFERENCE DIVIDENDS</b>	<b>9.82</b>	<b>1.68</b>	<b>1.82</b>
	=====	=====	=====
<b>(EARNINGS DID NOT COVER FIXED CHARGES)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

For the Nine  
Months  
Ended  
September 30,

-----  
2005  
-----

<b>EARNINGS:</b>	
Income/(loss) before taxes from continuing operations	\$ 28,192
Minority interest in earnings	36
<b>LESS:</b>	
Undistributed equity in earnings of unconsolidated affiliates	1,100
Capitalized interest	-
Preference dividends - tax effected	(23,098)
<b>ADD:</b>	
Fixed charges	176,146
<b>TOTAL EARNINGS:</b>	<b>\$ 182,376</b>
	=====
<b>FIXED CHARGES:</b>	
Interest expense	\$ 142,947
Interest capitalized	-
Amortization of debt issuance costs	4,286
Amortization of debt discount/(premiums)	3,365
Approximation of interest in rental expense	2,450

Tax effected preference dividends	23,098
	-----
TOTAL FIXED CHARGES:	\$ 176,146
	=====
RATIO OF EARNINGS TO COMBINED FIXED CHARGES AND PREFERENCE DIVIDENDS	1.04
	=====
(EARNINGS DID NOT COVER FIXED CHARGES)	\$ -

## CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-3 of our reports dated March 10, 2004, except as to Notes 6, 23 and 33 which are as of December 6, 2004, relating to the financial statements and financial statement schedules, which appear in NRG Energy, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2004, as amended on Form 8-K dated December 20, 2005, which is incorporated by reference in this registration statement. We also consent to the incorporation by reference of our reports dated March 10, 2004 relating to the financial statements of NRG Northeast Generating LLC, NRG Mid-Atlantic Generating LLC, and Indian River Power LLC, which appear in NRG Energy, Inc.'s Current Report on Form 8-K dated June 14, 2005. We also consent to the incorporation by reference of our reports dated March 10, 2004 relating to the financial statements and financial statement schedules of NRG South Central Generating LLC and Louisiana Generating LLC, which appear in NRG Energy, Inc.'s Current Report on Form 8-K dated June 14, 2005. We also consent to the incorporation by reference of our reports dated October 29, 2004 relating to the financial statements of NRG International LLC, which appear in NRG Energy, Inc.'s Current Report on Form 8-K dated June 14, 2005. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ PricewaterhouseCoopers LLP

PricewaterhouseCoopers LLP  
Minneapolis, Minnesota  
December 20, 2005



Consent of Independent Registered Public Accounting Firm

The Board of Directors  
NRG Energy, Inc.

We consent to the incorporation by reference in this registration statement to be filed on Form S-3 of NRG Energy, Inc. (the Company) of our report dated March 29, 2005, except as to notes 6, 23 and 33, which are as of December 20, 2005, with respect to the consolidated balance sheet of NRG Energy, Inc. and subsidiaries as of December 31, 2004, and the related consolidated statements of operations, stockholders' equity (deficit) and comprehensive income (loss) and cash flows for the year then ended, and the related financial statement schedule, and also our report dated March 29, 2005, with respect to management's assessment of the effectiveness of internal control over financial reporting as of December 31, 2004 and the effectiveness of internal control over financial reporting as of December 31, 2004, which reports are included in the Company's report on Form 10-K, as amended on Form 8-K dated December 20, 2005, which is incorporated by reference in this registration statement. We also consent to the reference to our firm under the heading "Experts" in this registration statement.

/s/ KPMG LLP

Philadelphia, Pennsylvania  
December 20, 2005

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-3 of our report dated March 11, 2005, relating to the consolidated financial statements of West Coast Power LLC, which appears in NRG Energy's Inc.'s Annual Report on Form 10-K for the year ended December 31, 2004 as amended on Form 8-K dated December 20, 2005, which is incorporated by reference in this registration statement. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ PricewaterhouseCoopers LLP

PricewaterhouseCoopers LLP  
Houston, Texas  
December 20, 2005

Consent of Independent Registered Public Accounting Firm

The Board of Directors  
NRG Energy, Inc.:

We consent to the incorporation by reference in this registration statement to be filed on Form S-3 of NRG Energy, Inc. (the Company) of our report dated May 27, 2005, with respect to the consolidated balance sheet of NRG Northeast Generating LLC as of December 31, 2004, and the related consolidated statements of operations, member's equity and comprehensive income, and cash flows for the year then ended, and the related financial statement schedule, which report is included on Form 8-K dated June 15, 2005, which is incorporated by reference in this registration statement. We also consent to the reference to our firm under the heading "Experts" in this registration statement.

/s/ KPMG LLP

Philadelphia, Pennsylvania  
December 20, 2005

Consent of Independent Registered Public Accounting Firm

The Board of Directors  
NRG Energy, Inc.:

We consent to the incorporation by reference in this registration statement to be filed on Form S-3 of NRG Energy, Inc. (the Company) of our report dated May 27, 2005, with respect to the consolidated balance sheet of NRG Mid Atlantic Generating LLC as of December 31, 2004, and the related consolidated statements of operations, member's equity and comprehensive income, and cash flows for the year then ended, which report is included on Form 8-K dated June 15, 2005, which is incorporated by reference in this registration statement. We also consent to the reference to our firm under the heading "Experts" in this registration statement.

/s/ KPMG LLP

Philadelphia, Pennsylvania  
December 20, 2005

Consent of Independent Registered Public Accounting Firm

The Board of Directors  
NRG Energy, Inc.:

We consent to the incorporation by reference in this registration statement to be filed on Form S-3 of NRG Energy, Inc. (the Company) of our report dated May 27, 2005, with respect to the consolidated balance sheet of NRG International LLC as of December 31, 2004, and the related consolidated statements of operations, member's equity and comprehensive income, and cash flows for the year then ended, which report is included on Form 8-K dated June 15, 2005, which is incorporated by reference in this registration statement. We also consent to the reference to our firm under the heading "Experts" in this registration statement.

/s/ KPMG LLP

Philadelphia, Pennsylvania  
December 20, 2005

Consent of Independent Registered Public Accounting Firm

The Board of Directors  
NRG Energy, Inc.:

We consent to the incorporation by reference in this registration statement to be filed on Form S-3 of NRG Energy, Inc. (the Company) of our report dated May 27, 2005, with respect to the balance sheet of Indian River Power LLC as of December 31, 2004, and the related consolidated statements of operations, member's equity, and cash flows for the year then ended, which report is included on Form 8-K dated June 15, 2005, which is incorporated by reference in this registration statement. We also consent to the reference to our firm under the heading "Experts" in this registration statement.

/s/ KPMG LLP

Philadelphia, Pennsylvania  
December 20, 2005

Consent of Independent Registered Public Accounting Firm

The Board of Directors  
NRG Energy, Inc.

We consent to the incorporation by reference in this registration statement to be filed on Form S-3 of NRG Energy, Inc. (the Company) of our report dated May 27, 2005, with respect to the consolidated balance sheet of Oswego Harbor Power LLC as of December 31, 2004 and 2003, and the related consolidated statements of operations, member's equity (deficit) and comprehensive income, and cash flows for the year ended December 31, 2004 and the period from December 6, 2003 to December 31, 2003, and also our report dated May 27, 2005, with respect to the statements of operations, member's equity (deficit) and cash flows of Oswego Harbor Power LLC for the period from January 1, 2003 to December 5, 2003 and for the year ended December 31, 2002, which reports are included on Form 8-K dated June 15, 2005, which is incorporated by reference in this registration statement. We also consent to the reference to our firm under the heading "Experts" in this registration statement.

/s/ KPMG LLP

Philadelphia, Pennsylvania  
December 20, 2005

Consent of Independent Registered Public Accounting Firm

The Board of Directors  
NRG Energy, Inc.:

We consent to the incorporation by reference in this registration statement to be filed on Form S-3 of NRG Energy, Inc. (the Company) of our report dated May 27, 2005, with respect to the consolidated balance sheet of NRG South Central Generating LLC as of December 31, 2004, and the related consolidated statements of operations, member's equity, and cash flows for the year then ended, and the related financial statement schedule, which report is included on Form 8-K dated June 15, 2005, which is incorporated by reference in this registration statement. We also consent to the reference to our firm under the heading "Experts" in this registration statement.

/s/ KPMG LLP

Philadelphia, Pennsylvania  
December 20, 2005



Consent of Independent Registered Public Accounting Firm

The Board of Directors  
NRG Energy, Inc.:

We consent to the incorporation by reference in this registration statement to be filed on Form S-3 of NRG Energy, Inc. (the Company) of our report dated May 27, 2005, with respect to the balance sheet of Louisiana Generating LLC as of December 31, 2004, and the related consolidated statements of operations, member's equity, and cash flows for the year then ended, which report is included on Form 8-K dated June 15, 2005, which is incorporated by reference in this registration statement. We also consent to the reference to our firm under the heading "Experts" in this registration statement.

/s/ KPMG LLP

Philadelphia, Pennsylvania  
December 20, 2005

Consent Of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in this Registration Statement on Form S-3 of our reports dated June 3, 2005 related to the Financial Statements of Texas Genco LLC as of December 31, 2004 and for the period from July 19, 2004 (inception) to December 31, 2004 and Texas Genco Holdings, Inc. as of and for the three years ended December 31, 2004, appearing in NRG Energy, Inc.'s current report on Form 8-K dated December 21, 2005. We also consent to the reference to us under the heading "Experts" in the Prospectus, which is part of this Registration Statement.

/S/ Deloitte & Touche LLP

Houston, Texas  
December 21, 2005

SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549  
FORM T-1

STATEMENT OF ELIGIBILITY UNDER THE TRUST INDENTURE ACT OF 1939 OF A  
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A  
TRUSTEE PURSUANT TO SECTION 305(b)(2) [ ]

LAW DEBENTURE TRUST COMPANY OF NEW YORK  
(Exact name of trustee as specified in its charter)

NEW YORK 01-0622605  
(Jurisdiction of incorporation or (I.R.S. Employer Identification  
organization if not a U.S. national bank) Number)

767 THIRD AVENUE, 31ST FLOOR, NEW YORK, NEW YORK 10017  
(Address of principal executive offices) (Zip Code)

LAW DEBENTURE TRUST COMPANY OF NEW YORK, 767 THIRD AVENUE, 31ST FLOOR  
NEW YORK, NY 10017, ADAM BERMAN, VICE PRESIDENT, (212) 750-7464  
(Name, address and telephone number of agent for services)

NRG ENERGY, INC.  
(Exact name of obligor as specified in its charter)

DELAWARE 41-1724239  
(State or other jurisdiction of incorporation or organization) (I.R.S. Employer  
Identification No.)

211 CARNEGIE CENTER, PRINCETON, NEW JERSEY 08540  
(Address of principal executive offices) (Zip Code)

SENIOR OR SUBORDINATED DEBT SECURITIES  
(Title of the indenture securities)

ITEM 1. GENERAL INFORMATION.

FURNISH THE FOLLOWING INFORMATION AS TO THE TRUSTEE-

a. NAME AND ADDRESS OF EACH EXAMINING OR SUPERVISING AUTHORITY TO WHICH  
IT IS SUBJECT.

Name Address

Superintendent of Banks of the State of New York 2 Rector Street, New York, NY  
10006, and Albany, NY 12203

b. WHETHER IT IS AUTHORIZED TO EXERCISE CORPORATE TRUST POWERS.

Yes

ITEM 2. AFFILIATIONS WITH THE OBLIGOR.

IF THE OBLIGOR IS AN AFFILIATE OF THE TRUSTEE, DESCRIBE EACH SUCH AFFILIATION.

None.

ITEMS 3-14.

No responses are included for Items 3-14 of this Form T-1 because the obligor is  
not in default as provide under Item 13.

ITEM 15. FOREIGN TRUSTEE.

Not applicable.

ITEM 16. LIST OF EXHIBITS.

LIST BELOW ALL EXHIBITS FILED AS A PART OF THIS STATEMENT OF ELIGIBILITY.

1. A copy of the articles of association of the trustee as now in effect.
2. A copy of the certificate of authority of the trustee to commence business, if not contained in the articles of association.
3. A copy of the existing bylaws of the trustee, or instruments corresponding thereto.
4. The consents of the Trustee required by Section 321(b) of the Act.
5. A copy of the latest report of condition of the trustee published pursuant to law or the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939 the trustee, Law Debenture Trust Company of New York, a trust company organized and existing under the laws of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of New York, and State of New York, on the 8th day of December 2005.

Law Debenture Trust Company of New York  
(Trustee)

By: /s/ Adam Berman

-----  
Adam Berman  
Vice President

EXHIBIT 1

ARTICLES OF INCORPORATION

LAW DEBENTURE TRUST COMPANY OF NEW YORK

FIRST. The registered office of the Corporation in the State of New York shall be located in the City and State designated in its Organization Certificate.

SECOND. The annual meeting of the shareholders of the Corporation shall be held on the date fixed by the Directors, and each successive annual meeting shall be held within thirteen months after the date of the preceding annual meeting, for the purpose of electing Directors and transacting such other business as may properly come before the meeting. Special meetings of the shareholders may be called by the Board of Directors. Such meetings shall be held within or without the State of New York. Meetings of shareholders shall be held at the registered office of the Corporation in this State, or at such other places, within or without the State of New York as the Directors may from time to time fix. If no designation is made, the meeting shall be held at the Corporation's registered office in the State of New York. Except as otherwise provided herein, or by law or in its Organization Certificate (such Certificate and any amendments thereof being hereinafter collectively referred to as the "Certificate"), a quorum shall be present at all meetings of shareholders of the Corporation if the holders of a majority of the shares entitled to vote on that matter are represented at the meeting in person or by proxy. Except as otherwise provided by law or the By-Laws, at each meeting of shareholders, each shareholder of the Corporation entitled to vote thereat shall be entitled to one vote for each share registered in its name on the books of the Corporation.

THIRD. The first Board of Directors and all subsequent Boards of the Corporation shall consist of not less than five or more than eight Directors and shall comply with all regulations pertaining thereto of the Banking Department of the State of New York. The Board of Directors or shareholders all have the power, in the interim between annual and special meetings of the shareholders, to increase

or decrease the number of Directors of the Corporation. No decrease shall shorten the term of the incumbent Directors. At all meetings of the Board of Directors, or any committee thereof, the presence of a majority of the entire Board, or such committee thereof, shall constitute a quorum for the transaction of business, except as otherwise provided by law, by the Certificate or these By-Laws.

FOURTH. The Corporation's officers shall have such titles and duties as shall be stated in these By-Laws or in a resolution of the Board of Directors which is not inconsistent with these By-Laws. The officers of the Corporation may consist of a president, one or more vice-presidents, a secretary and a treasurer, and such other officers as the Board of Directors may determine from time to time. Any two or more offices may be held by the same person, except for the offices of president and secretary which must be held by separate people, unless all of the issued and outstanding stock of the Corporation is owned by one person or entity.

FIFTH. The shares of the Corporation shall be represented by certificates or shall be uncertificated shares. The Board of Directors may fix, in advance, which shall not be more than fifty, nor less than ten days before the meeting or action requiring a determination of

shareholders, as the record date for the determination of shareholders entitled to receive notice of, or to vote at, any meeting of shareholders, or to consent to any proposal without a meeting, or for the purpose of determining shareholders entitled to receive payment of any dividends, or allotment of any rights, or for the purpose of any other action. If no record date is fixed, the record date for shareholders entitled to a notice of meeting shall be at the close of business on the day preceding the day on which notice is given, or, if no notice is given, the day on which the meeting is held; the record date for determining shareholders of record for any other purpose shall be at the close of business on the date on which the resolution of the Directors relating thereto is adopted.

SIXTH. Subject to applicable law and the Certificate, dividends may be declared and paid out of earned surplus only, in such amounts, and at such time or times as the Board of Directors may determine, so long as the Corporation is not insolvent when such dividend is paid or rendered insolvent by the payment of such dividend.

SEVENTH. The fiscal year of the Corporation shall be fixed and shall be subject to change by the Board of Directors from time to time, subject to applicable law.

EIGHTH. The corporate seal, if any, shall be in such form as shall be prescribed and altered, from time to time, by the Board of Directors.

NINTH. The initial By-Laws of the Corporation shall be adopted by the Incorporators at its organizational meeting. All By-Laws of the Corporation shall be subject to alteration or repeal, and new By-Laws may be made, by a majority vote of the shareholders at the time entitled to vote in the election of Directors even though these By-Laws may also be altered, amended or repealed by the Board of Directors. The Board of Directors shall have power to make, adopt, alter, amend and repeal, from time to time, By-Laws of the Corporation.

EXHIBIT 2

STATE OF NEW YORK BANKING DEPARTMENT

WHEREAS, the organization certificate of Law Debenture Trust Company of New York, New York, New York has heretofore been duly approved and said LAW DEBENTURE TRUST COMPANY OF NEW YORK has complied with the provisions of Chapter 2 of the Consolidated Laws,

NOW THEREFORE, I, MICHAEL J. LESSER as Deputy Superintendent of Banks of the State of New York do hereby authorize the said Law Debenture Trust Company of New York to transact business of a LIMITED PURPOSE TRUST COMPANY at 767 Third Avenue, Borough of Manhattan, City of New York within this State.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Banking Department, this 8th day of MAY in the year TWO THOUSAND AND TWO.

/s/ Michael Lesser  
-----  
Deputy Superintendent of Banks

BY-LAWS

OF

LAW DEBENTURE TRUST COMPANY OF NEW YORK

ARTICLE I - OFFICES

The registered office of the Corporation in the State of New York shall be located in the City and State designated in its Organization Certificate. The Corporation may also maintain offices at such other places within or without the State of New York as the Board of Directors may, from time to time, determine, subject to regulatory agency approval.

ARTICLE II - MEETINGS OF SHAREHOLDERS

Section 1. Annual Meetings:

The annual meeting of the shareholders of the Corporation shall be held on the date fixed by the Directors, and each successive annual meeting shall be held within thirteen months after the date of the preceding annual meeting, for the purpose of electing Directors and transacting such other business as may properly come before the meeting. Annual and special meetings may be conducted via telephone or tele-conferencing .

Section 2. Special Meetings:

(a) Special meetings of the shareholders may be called by the Board of Directors. Such meetings shall be held within or without the State of New York.

(b) If, for a period of thirteen months after the formation of the Corporation or the last annual meeting, there is a failure to elect a sufficient number of Directors to conduct the business of the Corporation, the Board of Directors shall call a special meeting for the election of Directors.

(c) If such special meeting as referred to in subsection (b) of this Section of these By-Laws is not called by the Board of Directors within two weeks after the expiration of such period or if it is called but there is a failure to elect such Directors for a period of two months after the expiration of such period, holders of the shares entitled to vote in an election of Directors may make a written demand to the Corporation to call a special meeting for the election of Directors specifying the date and month of such meeting, which shall not be less than sixty nor more than ninety days from the date of such written demand.

Section 3. Place of Meetings:

Meetings of shareholders shall be held at the registered office of the Corporation in this State, or at such other places, within or without the State of New York as the Directors may from time to time fix. If no such designation is made, the meeting shall be held at the Corporation's registered office the State of New York.

- 1 -

Section 4. Notice of Meetings:

(a) Written or printed notice of each meeting of shareholders, whether annual or special, stating the time when and place where it is to be held shall be served either personally, by facsimile or by first class mail, by or at the direction of the president, the secretary, or the officer or the person calling the meeting, not less than ten or more than sixty days before the date of the meeting, unless the lapse of the prescribed time shall have been waived before or after the taking of such action, upon each shareholder of record entitled to vote at such meeting, and to any other shareholder to whom the giving of notice

may be required by law. Notice of a special meeting shall also state the business to be transacted or the purpose of purposes for which the meeting is called and shall indicate that it is being issued by, or at the direction of, the person or persons calling the meeting. If, at any meeting, action is proposed to be taken that would, if taken, entitle shareholders to dissent and receive payment for their share pursuant to the New York Business Corporation Law, the notice of such meeting shall include a statement of that purpose and to that effect. If mailed, such notice shall be deemed to be given when deposited in the United States mail addressed to the shareholder as it appears on the share transfer records of the Corporation.

(b) It shall not be necessary to give notice of an adjourned meeting to the shareholders of record if the time and place to which the meeting is adjourned is announced at the meeting at which the adjournment is taken, and at the adjourned meeting any business may be transacted that might have been transacted on the original date of the meeting. However, if after the adjournment the Board of Directors fixes a new record date for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder of record to the new record date.

#### Section 5. Shareholders' List:

(a) After fixing a record date for a meeting, the officer who has charge of the stock ledger of the Corporation shall prepare an alphabetical list of the names of all its shareholders entitled to notice of the meeting, arranged by voting group with the address of, and the number, class and series, if any, of shares held by each shareholder. The shareholders' list must be produced at any shareholders' meeting upon the request of any shareholder.

#### Section 6. Quorum:

(a) Except as otherwise provided herein, or by law or in its Organization Certificate (such Certificate and any amendments thereof being hereinafter collectively referred to as the "Certificate"), a quorum shall be present at all meetings of shareholders of the Corporation if the holders of a majority of the shares entitled to vote on that matter are represented at the meeting in person or by proxy.

(b) The subsequent withdrawal of any shareholder from the meeting, after the commencement of a meeting, or the refusal of any shareholder represented in person or by proxy to vote, shall have no effect on the existence of a quorum, after a quorum has been established at such meeting.

(c) Despite the absence of a quorum at any meeting of shareholders, the shareholders present may adjourn the meeting.

- 2 -

#### Section 7. Voting:

(a) Except as otherwise provided by law, the Certificate or these By-Laws, any corporate action (excluding the election of Directors which requires the affirmative vote of a plurality of shares entitled to vote) receiving the affirmative vote of a majority of shares entitled to vote on that matter, represented either in person or by proxy at a meeting of shareholders at which a quorum is present, shall be the act of the shareholders of the Corporation.

(b) Except as otherwise provided by law or these By-Laws, at each meeting of shareholders, each shareholder of the Corporation entitled to vote thereat shall be entitled to one vote for each share registered in its name on the books of the Corporation.

#### Section 8. Proxies:

(a) Each shareholder entitled to vote or to express consent or dissent without a meeting may do so either in person or by proxy, so long as such proxy is executed in writing by the shareholder, by his attorney-in-fact thereunto duly authorized in writing by the shareholder, by another person or persons duly authorized by the shareholder or by the shareholder's authorized officer, director, employee or agent, signing such writing or causing the shareholder's signature to be affixed to such writing by any reasonable means, including, but not limited to facsimile signature, to act as the shareholder's proxy.

(b) The writing necessary for a valid proxy may be a written document, or a

telegram, cablegram, or other means of electronic transmission in favor of the person who will be the holder of the proxy or in a proxy solicitation firm, proxy support service organization or like agent duly authorized by the person who will be the holder of the proxy to receive such transmission, provided that any such telegram, cablegram or other means of electronic transmission must either set forth or be submitted with information from which it can be reasonably determined that the telegram, cablegram or other electronic transmission was authorized by the shareholder.

(c) Any copy, facsimile telecommunication or other reliable reproduction of the writing or transmission created pursuant to subsection (b), above, may be substituted or used in lieu of the original writing or transmission for any and all purposes for which the original writing or transmission could be used, provided that such copy, facsimile telecommunication or other reproduction shall be a complete reproduction of the entire original writing or transmission.

#### Section 9. Action Without a Meeting:

Unless otherwise provided for in the Certificate, any action to be taken at any annual or special shareholders' meeting may be taken without a meeting on the written and signed consent of all the shareholders of the Corporation entitled to vote at such meeting, setting forth the action so taken.

#### Section 10. Inspectors:

There shall be one or more inspectors at any shareholders' meeting, appointed by the Board of Directors, to act at any such meetings or any adjournment and make writing report thereof. The

- 3 -

Board of Directors may appoint an alternate inspector or inspectors to replace any inspector who fails to perform his job in a satisfactory way. If no alternate inspector has been appointed and the person or persons appointed as inspector is unable to act at a shareholders' meeting, the person presiding at the meeting shall appoint one or more other inspectors to act at the meeting.

### ARTICLE III - BOARD OF DIRECTORS

#### Section 1. Number, Term, Election and Qualification:

(a) The first Board of Directors and all subsequent Boards of the Corporation shall consist of not less than five or more than eight Directors and shall comply with all regulations pertaining thereto of the Banking Department of the State of New York. The Board of Directors or shareholders all have the power, in the interim between annual and special meetings of the shareholders, to increase or decrease the number of Directors of the Corporation. No decrease shall shorten the term of the incumbent Directors. A Director must be at least eighteen years of age, but need not be a shareholder of the Corporation unless the Certificate of the Corporation or these By-Laws so require.

(b) Except as may otherwise be provided herein or in the Certificate, the members of the Board of Directors of the Corporation shall be elected at the first annual shareholders' meeting and at each annual meeting thereafter by a majority of the votes cast at a meeting of shareholders by the holders of shares entitled to vote in the election.

(c) The first Board of Directors shall hold office until the first annual meeting of shareholders and until their successors have been duly elected and qualified or until there is a decrease in the number of Directors. Thereafter, Directors will be elected in the annual meeting of shareholders and shall hold office until the annual meeting of shareholders next succeeding their election or until his/her prior death, resignation or removal.

#### Section 2. Duties and Powers:

The Board of Directors shall be responsible for the control and management of the business and affairs, property, and interests of the Corporation, and may exercise all powers of the Corporation, except such as those which under New York State law or under the Certificate or by these By-Laws are expressly conferred upon or reserved to the shareholders or any other person or persons named therein.

#### Section 3. Regular Meetings; Notice:



(a) A regular meeting of the Board of Directors shall be held either within or without the State of New York at such time and at such place as the Board of Directors shall fix.

(b) No notice shall be required of any regular meeting of the Board of Directors and, if given, need not specify the purpose of the meeting; provided, however, that in case the Board of Directors shall fix or change the time or place of any regular meeting when such time and place was fixed before such change, notice of such action shall be given to each Director who shall not have been present at the meeting at which such action was taken in the manner set forth in these

- 4 -

By-Laws with respect to special meetings, unless such notice shall be waived in the manner set forth in these By-Laws.

#### Section 4. Special Meetings Notice:

(a) Special meetings of the Board of Directors shall be held at such time and place as may be specified in the respective notices or waivers of notice thereof.

(b) Except as otherwise required by law, written notice of special meetings shall be mailed or sent by facsimile directly to each Director, addressed to him/her at his/her residence or usual place of business, or delivered orally, at least two days before the day on which the meeting is to be held.

(c) Notice of any special meeting shall not be required to be given to any Director who shall attend such meeting without protesting prior thereto or at its commencement the lack of notice to him/her, or who submits a signed waiver of notice, whether before or after the meeting. Notice of any adjourned meeting shall not be required to be given.

#### Section 5. Chairperson:

The Chairperson of the Board, if any and if present, shall preside at all meetings of the Board of Directors. If there shall be no Chairperson, or he or she shall be absent, then the president shall preside and, in his or her absence, any other Director chosen by the Board of Directors shall preside.

#### Section 6. Quorum:

(a) At all meetings of the Board of Directors, or any committee thereof, the presence of a majority of the entire Board, or such committee thereof, shall constitute a quorum for the transaction of business, except as otherwise provided by law, by the Certificate or these By-Laws.

(b) A majority of the Directors present at the time and place of any regular or special meeting may adjourn the same from time to time without notice, whether or not a quorum exists.

#### Section 7. Manner of Acting:

(a) At all meetings of the Board of Directors, each Director present shall have one vote, irrespective of the number of shares of stock, if any, which he or she may hold.

(b) Except as otherwise provided by law, by the Certificate or these By-Laws, action approved by a majority of the votes of the Directors present at any meeting of the Board or any committee thereof, at which a quorum is present, shall be the act of the Board of Directors or any committee thereof.

(c) Any action authorized in writing made prior or subsequent to such action, by all of the Directors entitled to vote thereon and filed with the minutes of the Corporation shall be the act of the Board of Directors, or any committee thereof, and have the same force and effect as if the

- 5 -

same had been passed by unanimous vote at a duly called meeting of the Board or committee for all purposes and may be stated as such in any document filed with the minutes of the proceedings of the Board of Directors or any committee

thereof.

(d) Where appropriate communications facilities are reasonably available, any or all directors shall have the right to participate in any Board of Directors meeting, or a committee of the Board of Directors meeting, by means of conference telephone or any means of communications by which all persons participating in the meeting are able do hear each other.

#### Section 8. Vacancies:

(a) Any vacancy in the Board of Directors occurring by reason of an increase in the number of Directors, or by reason of the death, resignation, disqualification, removal or inability to act of any Director, or other cause, shall be filled by an affirmative vote of a majority of the remaining Directors, though less than a quorum of the Board or by a sole remaining Director, at any regular meeting or special meeting of the Board of Directors called for that purpose.

(b) The shareholders, not the Board of Directors, may fill vacancies in the Board of Directors occurring in the Board by reason of removal of the Director without cause, unless the Certificate provides that Directors of the Corporation may also fill such vacancies resulting from removal without cause.

(c) Unless otherwise provided for by law, the Certificate or these By-Laws, when one or more Directors shall resign from the Board and such resignation is effective at a future date, a majority of the Directors, then in office, including those who have so resigned, shall have the power to fill such vacancy or vacancies, the vote otherwise to take effect when such resignation or resignations shall become effective.

#### Section 9. Resignation:

A Director may resign at any time upon his or her written resignation being submitted to the Corporation. Such resignation need not be accepted by the Corporation to be effective, unless otherwise stated in the resignation.

#### Section 10. Removal:

One or more or all the Directors of the Corporation may be removed with or without cause at any time by the shareholders, at a special meeting of the shareholders called for that purpose.

#### Section 11. Compensation:

The Board of Directors may authorize and establish reasonable compensation of the Directors for services to the Corporation as Directors, which may include, but not be limited to, attendance at any annual or special meeting of the Board.

- 6 -

#### Section 12. Committees:

The Board of Directors, by resolution adopted by a majority of the entire Board, may from time to time designate from among its members one or more committees, and alternate members thereof, as they deem desirable, each consisting of two or more members, with such powers and authority (to the extent permitted by law and these By-Laws) as may be provided in such resolution. Each such committee shall serve at the pleasure of the Board and, unless otherwise stated by law, the Certificate or these By-Laws, shall be governed by the rules and regulations stated herein regarding the Board of Directors.

### ARTICLE IV - OFFICERS

#### Section 1. Number, Qualifications, Election and Term of Office:

(a) The Corporation's officers shall have such titles and duties as shall be stated in these By-Laws or in a resolution of the Board of Directors which is not inconsistent with these By-Laws. The officers of the Corporation may consist of a president, one or more vice-presidents, a secretary and a treasurer, and such other officers as the Board of Directors may determine from time to time. Any two or more offices may be held by the same person, except for the offices of president and secretary which must be held by separate people, unless all of the issued and outstanding stock of the Corporation is owned by one person or entity.

(b) The officers of the Corporation shall be elected by the Board of Directors at the regular annual meeting of the Board following the annual meeting of shareholders.

(c) Each officer shall hold office until the annual meeting of the Board of Directors next succeeding his or her election, and until his or her successor shall have been duly elected and qualified, subject to earlier termination by his or her death, resignation or removal.

#### SECTION 2. Resignation:

Any officer may resign at any time by giving written notice of such resignation to the Corporation. The validity of such resignation is effective when given to the Corporation; regardless of whether or not the Board of Directors has accepted such resignation or if a successor has been appointed.

#### Section 3. Removal:

Any officer elected by the Board of Directors may be removed, either with or without cause, and a successor elected by the Board at any time.

#### Section 4. Compensation:

The compensation of the officers of the Corporation shall be fixed from time to time by the Board of Directors.

- 7 -

### ARTICLE V - SHARES OF STOCK

#### Section 1. Certificate of Stock:

(a) The shares of the Corporation shall be represented by certificates or shall be uncertificated shares.

(b) Certificates shall state upon the face thereof:

- (i) that the Corporation is formed under the laws of the State of New York;
- (ii) the name of the person or persons to whom such shares are issued;
- (iii) the number and class of shares, and the designation, if any of the series which such certificate represents; and
- (iv) that such shares are transferable in the manner provided by law and in these By-Laws.

(c) Certificates shall be signed, (either manually or by facsimile), by the Chairperson, Vice-Chairperson, President or Vice-President and Secretary or an Assistant Secretary or the Treasurer or Assistant Treasurer, and may be sealed with the corporate seal of the Corporation or a facsimile thereof.

(d) In case any officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he/she were such officer at the date of its issue.

(e) Certificates shall be issued in such form not inconsistent with the Certificate and as shall be approved by the Board of Directors. Such certificates shall be numbered and registered on the books of the Corporation in the order in which they were issued.

(f) Except as otherwise provided by law, the rights and obligations of the holders of uncertificated shares and the rights and obligations of the holders of certificates representing shares of the same class and series shall be identical.

#### Section 2. Lost or Destroyed Certificates:

The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost. The Board of Directors may require the

owner of such lost or destroyed certificate, or his or her legal representative, to give the Corporation a bond sufficient to indemnify the Corporation against any claim that may be made against it on account of the alleged loss or destruction of any such certificate or the issuance of any such new certificate before issuing a new certificate or certificates in place of any certificate or certificates issued by the Corporation allegedly lost or destroyed.

- 8 -

### Section 3. Transfers of Shares:

(a) Transfers or registration of transfers of shares of the Corporation shall be made on the stock transfer books of the Corporation by the registered holder thereof, or by his or her attorney duly authorized by a written power of attorney; and at the case of shares represented by certificates, only after the surrender to the Corporation of the certificates representing such shares with such shares properly endorsed, with such evidence of the authenticity of such endorsement, transfer, authorization and other matters as the Corporation may reasonably require, and the payment of all stock transfer taxes due thereon.

(b) The Corporation shall be entitled to treat the holder of record of any share or shares as the absolute owner thereof for all purposes and, accordingly, shall not be bound to recognize any legal, equitable or other claim to, or interest in, such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise expressly provided by law.

### Section 4. Record Data:

(a) The Board of Directors may fix, in advance, which shall not be more than fifty, nor less than ten days before the meeting or action requiring a determination of shareholders, as the record date for the determination of shareholders entitled to receive notice of, or to vote at, any meeting of shareholders, or to consent to any proposal without a meeting, or for the purpose of determining shareholders entitled to receive payment of any dividends, or allotment of any rights, or for the purpose of any other action. If no record date is fixed, the record date for shareholders entitled to a notice of meeting shall be at the close of business on the day preceding the day on which notice is given, or, if no notice is given, the day on which the meeting is held; the record date for determining shareholders of record for any other purpose shall be at the close of business on the date on which the resolution of the Directors relating thereto is adopted.

(b) A determination of shareholders entitled to notice of or to vote at a shareholders' meeting is effective for any adjournment of the meeting unless the Board of Directors fixes a new record date for the adjourned meeting.

### ARTICLE VI - DIVIDENDS

Subject to applicable law and the Certificate, dividends may be declared and paid out of earned surplus only, in such amounts, and at such time or times as the Board of Directors may determine, so long as the Corporation is not insolvent when such dividend is paid or rendered insolvent by the payment of such dividend.

### ARTICLE VII - FISCAL YEAR

The fiscal year of the Corporation shall be fixed and shall be subject to change by the Board of Directors from time to time, subject to applicable law.

- 9 -

### ARTICLE VIII - CORPORATE SEAL

The corporate seal, if any, shall be in such form as shall be prescribed and altered, from time to time, by the board of Directors.

### ARTICLE IX - AMENDMENTS

### Section 1. Initial By-Laws:

The initial By-Laws of the Corporation shall be adopted by the Incorporation at its organizational meeting.

Section 2. By Shareholders:

All By-Laws of the Corporation shall be subject to alteration or repeal, and new By-Laws may be made, by a majority vote of the shareholders at the time entitled to vote is the election of Directors even though these By-Laws may also be altered, amended or repealed by the Board of Directors.

Section 3. By Shareholders:

The Board of Directors shall have power to make, adopt, alter, amend and repeal, from time to time, By-Laws of the Corporation.

ARTICLE X - INDEMNIFICATION

The Corporation shall indemnify every person who was or is a party or is or was threatened to be made party to any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a Director, officer, employee, agent or controlling shareholder of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee, agent or trustee of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including counsel fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding, to the full extent permitted by applicable law. Such indemnification may, in the discretion of the Board of Directors, include advances of his or her expenses in advance of final disposition of such action, suit or proceeding, subject to the provisions of any applicable statute. The Directors shall have the power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time Directors, officers or employees of any Relevant Company (as defined below) including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or in the exercise or purported exercise of their powers and/or otherwise in relation to their duties, powers or offices in relation to any Relevant Company.

For the purposes hereof "Relevant Company" shall mean the Corporation, any holding company of the Corporation or any other body, whether or not incorporated, in which the Corporation or such holding company or any other body, whether or not incorporated, has or had any interest

- 10 -

whether direct or indirect or which is in any way allied to or associated with the Corporation, or any subsidiary of the Corporation or of any such other body.

ARTICLE XI - WAIVER OF NOTICE

(a) Shareholders:

Whenever any notice is required be given by law, the Certificate or these By-Laws to the shareholders of the Corporation of a meeting of shareholders, a written waiver of notice submitted to the Corporation before or after the meeting or the attendance at the meeting by any shareholder, shall constitute a waiver of notice of such meeting, except when the person attends the meeting for the express purpose of objecting to the lack of notice thereof, prior to the conclusion of the meeting.

(b) Directors:

Whenever any notice is required to be given by law, the Certificate or these By-Laws to the Directors of the Corporation of a special meeting of the Board of Directors, a written waiver of notice submitted to the Corporation before or after the meeting or the attendance at the meeting by any Director, shall constitute a waiver of notice of such meeting, except when the person attends the meeting for the express purpose of objecting to the lack of notice thereof prior to the commencement of the meeting.

These By-Laws have been adopted as the By-Laws of the Corporation.

\_\_\_\_\_  
Secretary

Dated: March \_\_\_\_\_, 2002

EXHIBIT 4

LAW DEBENTURE

LAW DEBENTURE TRUST COMPANY OF NEW YORK

767 Third Avenue, 31st Floor, New York, NY 10017  
Telephone: (212) 750-6474 Fax: (212) 750-1361  
Email: new.york@lawdeb.com

August 9, 2005

To Whom It May Concern:

Pursuant to the provisions of Section 321(b) of the Trust Indenture Act of 1939, Law Debenture Trust Company of New York ("Law Debenture") hereby consents that reports of examinations by Federal, State, Territorial or District authorities pertaining to Law Debenture may be furnished by such authorities to the Securities and Exchange Commission upon request therefor.

If you have any questions, please contact Daniel Fisher, Senior Vice President, Law Debenture Trust Company of New York at (212) 750-6474.

LAW DEBENTURE TRUST COMPANY  
OF NEW YORK

By: /s/ Daniel R. Fisher  
-----  
Daniel R. Fisher  
Its: Senior Vice President

Exhibit 4 - 1

EXHIBIT 5

T-1 Item 16

CONSOLIDATED REPORT OF CONDITION (ATTACHED AS EXHIBIT A HERETO) OF

LAW DEBENTURE TRUST COMPANY OF NEW YORK

of 767 Third Avenue, New York, NY 10017,

a limited purpose trust company ("LDTC-NY") and U.S. subsidiary of Law Debenture Corporation plc, London, England ("Law Debenture"), at the close of business December 31, 2004, published with the Federal Financial Institutions Examination Council/Board of Governors of the Federal Reserve System, and in accordance with Chapter 2 of the Consolidated Laws of the State of New York Banking Department license granted on May 8, 2002.

Subsequent to this Consolidated Report of Condition dated December 31, 2004, a Guarantee and Keep Well Agreement (attached as Exhibit B hereto) was executed by subsidiaries of Law Debenture, to effect capitalization of LDTC-NY in the total aggregate amount of \$50,000,000, on July 12, 2002.

I, Nancy Jo Kuenstner, President and Director of Law Debenture Trust Company of New York do hereby declare that this Report of Condition has been prepared in conformance with instructions issued by the Board of Governors of the Federal Reserve System and is true to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have executed this certificate the 31st day of March, 2005.

/s/ Nancy Jo Kuenstner  
-----  
Nancy Jo Kuenstner  
President and Director

Law Debenture Trust Company of New York

I, Daniel R. Fisher, Senior Vice President of Law Debenture Trust Company of New York, do hereby attest that the signature set forth above is the true and genuine signature of Nancy Jo Kuenstner, President of Law Debenture Trust Company of New York.

Attested by: /s/ [Illegible]

Its: Senior Vice President

Exhibit 5 - 1

EXHIBIT A

Consolidated Report of Condition for Insured Commercial and State-Chartered Savings Banks for December 31, 2004

All schedules are to be reported in thousands of dollars. Unless otherwise indicated, report the amount outstanding as of the last business day of the quarter.

Schedule RC -- Balance Sheet

Dollar Amounts in Thousands		RCON	Bil	Mil	Thou
<b>ASSETS</b>					
1.	Cash and balances due from depository institutions (from Schedule RC-A):				
a.	Noninterest-bearing balances and currency and coin(1)	0081		49	1.a.
b.	Interest-bearing balances(2)	0071	1	670	1.b.
2.	Securities:				
a.	Hold-to-maturity securities (from Schedule RC-B, column A)	1754			2.a.
b.	Available-for-sale securities (from Schedule RC-B, column D)	1773			2.b.
3.	Federal funds sold and securities purchased under agreements to resell:				
a.	Federal funds sold	8987			3.a.
b.	Securities purchased under agreements to resell(3)	8989			3.b.
4.	Loans and lease financing receivables (from Schedule RC-C):				
a.	Loans and leases held for sale	5389			4.a.
b.	Loans and leases, net of unearned income	8528			4.b.
c.	LESS: Allowance for loan and lease losses	3123			4.c.
d.	Loans and leases, net of unearned income and allowance (item 4.b minus 4.c)	5529			4.d.
5.	Trading assets (from Schedule RC-D)	3545			5.
6.	Premises and fixed assets (including capitalized losses)	2145	33		6.
7.	Other real estate owned (from Schedule RC-M)	2150			7.
8.	Investments in unconsolidated subsidiaries and associated companies (from Schedule RC-M)	2130			8.
9.	Customers' liability to this bank on acceptances outstanding	2155			9.
10.	Intangible assets:				
a.	Goodwill	3153			10.a.
b.	Other intangible assets (from Schedule RC-M)	0426			10.b.
11.	Other assets (from Schedule RC-F)	2180		212	11.
12.	Total assets (sum of items 1 through 11)	2170	2	954	12.

- Includes cash items in process of collection and unposted debits.
- Includes time certificates of deposit not held for trading.
- Includes all securities resale agreements, regardless of maturity.

Exhibit A - 1

Schedule RC -- Continued

Dollar Amounts in Thousands		RCON	Bil	Mil	Thou
<b>LIABILITIES</b>					
13.	Deposits:				
a.	In domestic offices (sum of totals of columns A and C from Schedule RC-E)	2200			13.a.
(1)	Noninterest-bearing(1)	6831			13.a.(1)
(2)	Interest-bearing	6836			13.a.(2)
b.	Not applicable				
14.	Federal funds purchased and securities sold under agreements to repurchase:				
a.	Federal funds purchased(2)	8993			14.a.
b.	Securities sold under agreements to repurchase(3)	8995			14.b.
15.	Trading liabilities (from Schedule RC-D)	3648			15.
16.	Other borrowed money (includes mortgage indebtedness and obligations under capitalized leases) (from Schedule RC-M)	3190			16.

17. Not applicable.....				
18. Bank's liability on acceptances executed and outstanding.....	2820			18.
19. Subordinated notes and debentures(4).....	3200			19.
20. Other liabilities (from Schedule RC-G).....	2930	431		20.
21. Total liabilities (sum of items 13 through 20).....	2948			21.
22. Minority interest in consolidated subsidiaries.....	3000			22.
EQUITY CAPITAL				
23. Perpetual preferred stock and related surplus.....	3838			23.
24. Common stock.....	3230		1	24.
25. Surplus (exclude all surplus related to preferred stock).....	3839	3	377	25.
26. a. Retained earnings.....	3632		(855)	26.a.
b. Accumulated other comprehensive income(5).....	B530			26.b.
27. Other equity capital components(6).....	A130			27.
28. Total equity capital (sum of items 23 through 27).....	3210	2	523	28.
29. Total liabilities, minority interest, and equity capital (sum of items 21,22, and 28)	3300	2	954	29.

Memorandum

To be reported with the March Report of Condition.

1. Indicate in the box at the right the number of the statement below that best describes the most comprehensive level of auditing work performed for the bank by independent external auditors as of any date during 2003.....

RCON	Number	
6724		M.1

1. Independent audit of the bank conducted in accordance with generally accepted auditing standards by a certified public accounting firm which submits a report on the bank
2. Independent audit of the bank's parent holding company conducted in accordance with generally accepted auditing standards by a certified public accounting firm which submits a report on the consolidated holding company (but not on the bank separately)
3. Attention on bank management's assertion on the effectiveness of the bank's internal control over financial reporting by a certified public accounting firm
4. Director's examination of the bank conducted in accordance with generally accepted auditing standards by a certified public accounting firm (may be required by state chartering authority)
5. Director's examination of the bank performed by other external auditors (may be required by state chartering authority)
6. Review of the bank's financial statements by external auditors
7. Compilation of the bank's financial statements by external auditors
8. Other audit procedures (excluding tax preparation work)
9. No external audit work

-----

- (1) Includes total demand deposits and noninterest-bearing time and savings deposits.
- (2) Report overnight Federal Home Loan Bank advances in Schedule RC, Item 16, "Other borrowed money."
- (3) Includes all securities repurchase agreements, regardless of maturity.
- (4) Includes limited-life preferred stock and related surplus.
- (5) Includes net unrealized holding gains (losses) on available-for-sale securities, accumulated net gains (losses) on cash flow hedges, and minimum pension liability adjustments.
- (6) Includes treasury stock unearned Employee Stock Ownership Plan shares.

Exhibit A-2

EXHIBIT B



This Guarantee and Keep Well Agreement (the "Agreement") dated as of July \_\_\_\_, 2002 is entered into by and among Law Debenture Guarantee Limited (the "Guarantor"), LDC Trust Management Limited (the "Parent"), and Law Debenture Trust Company of New York (the "Trust Company").

WHEREAS, the Guarantor and the Trust Company are wholly-owned subsidiaries of the Parent;

WHEREAS, in order to enable the Trust Company to conduct its corporate trust business and meet qualification requirements of documents pertaining to its acceptance of trust appointments, the Trust Company requires combined capital and surplus of U.S. \$50,000,000; and

WHEREAS, the Parent and the Guarantor have determined that the execution and delivery by them of this Agreement is necessary in order for the Trust Company to conduct, promote and attain corporate trust business in the United States.

Now, THEREFORE, in consideration of the premises herein and intending to be legally bound by this Agreement, each of the Guarantor, the Trust Company and the Parent hereby agree as follows:

1. Stock Ownership.

During the term of this Agreement, the Parent will own, indirectly or directly, all of the capital stock of the Trust Company and the Guarantor; provided, however, that, upon sixty (60) days' prior written notice to and the consent of the Trust Company (which consent shall not be unreasonably withheld), the Guarantor may sell, transfer or otherwise assign any such capital stock (or any interest therein) that it now owns or may hereafter acquire.

2. Covenants of the Parent.

It is understood and agreed by all parties hereto that the obligations under Section 3(a) are solely those of the Guarantor and no recourse can be had in connection therewith against the Parent.

(a) The Parent agrees that during the term of this Agreement, it shall not, without the prior written consent of the Trust Company and the Guarantor, unless it has already contributed the Maximum Aggregate Capitalization Amount (as defined below), cause the Guarantor to consolidate with or merge into any other corporation, or liquidate, wind up or dissolve the Guarantor (or otherwise cause the Guarantor to suffer any liquidation, winding up or dissolution), or sell, transfer, lease or otherwise dispose of all or substantially all of its assets, whether now owned or hereafter acquired, to any person, except (i) the merger or consolidation of the Guarantor and any person, provided, that the surviving corporation is the Guarantor, and (ii) sales, transfers, leases and other dispositions of assets in the ordinary course of the Guarantor's business, provided, that such

sale, transfer, lease or other disposition of assets does not materially adversely affect the Guarantor's ability to perform its obligations hereunder.

(b) If, during the term of this Agreement, the Guarantor is unable or refuses to perform its obligations under Section 3(a) of this Agreement, the Parent may, at its option or at the request of the Trust Company, cause such obligations to be performed. During the term of this Agreement, the Parent agrees to monitor the financial condition and management of the Guarantor and the Trust Company.

3. The Guarantee.

(a) The Guarantor hereby guarantees a combined capital and surplus to the Trust Company in the amount of U.S. \$50 million; provided, however, that the maximum amount of capitalization shall not at any time exceed U.S. \$50,000,000 in the aggregate (the "Maximum Aggregate Capitalization Amount"). Under no circumstances shall the Guarantor be required to pay or contribute any amounts in

excess of the Maximum Aggregate Capitalization Amount hereunder.

(b) If, during the terms of this Agreement, the Trust Company is unable to make timely payment of any debt, liability or other obligation as the same shall become due (the "Guaranteed Obligations"), the Trust Company shall request from the Guarantor, and the Guarantor promptly shall provide the Trust Company, pursuant to its obligations under (a) above, such funds (in the form of cash or liquid assets in an amount sufficient to permit the Trust Company to make timely payment in respect of such debt, liability or other obligation) as equity, provided, however, that such Guaranteed Obligations shall not in the aggregate exceed the Maximum Aggregate Capitalization Amount. Any request for payment pursuant to this section shall specifically identify the debt, liability or other obligation in respect of which the Trust Company is unable to make timely payment and with respect to which the Trust Company seeks funds not to exceed the Maximum Aggregate Capitalization Amount. Each of the Trust Company and the Guarantor hereby acknowledges that any funds provided by the Guarantor pursuant thereto shall be used solely to make payment with respect to such identified Guaranteed Obligation and not for any other purposes. Notwithstanding any termination of this Agreement as provided hereunder or otherwise, this Agreement shall continue in effect or be reinstated with respect to the payment of a debt, liability or an obligation which is rescinded or must otherwise be returned upon the insolvency, bankruptcy, reorganization, dissolution or liquidation of the Trust Company, all as though such payment had not been made, provided, however, that such Guaranteed Obligations shall not in the aggregate exceed the Maximum Aggregate Capitalization Amount.

(c) Any payments made hereunder by the Guarantor to the Trust Company within thirty (30) days' after the end of a quarterly period shall be deemed to have been made as of the end of such period.

(d) This Agreement may be amended from time to time by mutual written consent of duly authorized officers of each of the Guarantor, the Parent and the Trust Company.

(e) This Agreement may be terminated only upon written notification to the Trust Company by the Guarantor and the Parent, and in no event shall termination occur earlier than ninety (90) days' following such written notification. Unless so terminated, this Agreement shall remain in effect for the duration of the Trust Company's conducting of trust business in the United States.

(f) The Guarantor hereby waives any failure or delay on the part of the Trust Company in asserting or enforcing any of its rights or in making any claims or demands hereunder. The Trust Company may at any time, without the Guarantor's consent, without notice to the Guarantor and without affecting or impairing the Trust Company's rights, or impairing the Guarantor's obligations hereunder, do any of the following with respect to any obligation: (a) grant renewals and extensions of time, for payment or otherwise, (b) accept new or additional documents, instruments or agreements relating to or in substitution of said obligation, or (c) otherwise handle the enforcement of its respective rights and remedies in accordance with its business judgment.

(g) Nothing in this Agreement, express or implied, shall give to any person, other than the parties hereto and their successors and assigns hereunder, any benefit or any legal or equitable right, remedy or claim under this Agreement.

(h) The covenants herein set forth shall be mutually binding upon, and inure to the mutual benefit of the Guarantor and its successors and assignees, the Trust Company and its respective successors and assignees, and to the Parent and its respective successors and assignees.

(i) The obligations of the Guarantor under this Agreement are absolute and unconditional and shall remain in full force and effect without regard to, and shall not be released, suspended, discharged, terminated or otherwise affected by, any circumstance or occurrence

whatsoever, including, without limitation:

(i) any lack of validity or enforceability of this Agreement or any other document or instrument relating hereto;

(ii) any extension or renewal for one or more periods (whether or not longer than the original period) or change in the time, manner, or place or payment of, or in any other term of, all or any of the Guaranteed Obligations;

(iii) any change in the ownership of capital stock of the Trust Company or any change in the identity or structure of the Trust Company, whether by consolidation, merger or otherwise;

(iv) any release or amendment or waiver of or consent to departure from the terms of this Agreement; or

(v) any other circumstance which might otherwise constitute a defense available to, or a discharge of, the Guarantor

in respect of the Guaranteed Obligations in respect of this Agreement.

4. Representations and Warranties.

(a) The Guarantor hereby represents that:

(i) the Guarantor is a corporation duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation; and

(ii) the Guarantor has the requisite power and authority to execute, deliver, and perform its obligations under this Agreement, and has taken all necessary action to authorize the execution, delivery and performance by it of this Agreement.

(b) The Parent hereby represents that the Parent owns directly or indirectly 100% of the issued and outstanding voting common stock of the Trust Company and the Guarantor.

5. Governing Law and Submission to Jurisdiction.

(a) Governing Law - This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of law.

(b) The Parent and the Guarantor hereby irrevocably consent to and hereby submit themselves to the jurisdiction of the United States District Court of the Southern District of New York (the "New York Court") solely in connection with any proceeding relating hereto.

(c) The Parent and the Guarantor hereby severally represent and warrant each in respect of itself alone that it has no right to immunity from the service of process or jurisdiction or any judicial proceedings of any competent court located pursuant to section (b) above or from execution of any judgment in the United States or from the execution or enforcement therein of any arbitration decision in respect of any suit, action, proceeding or any other matter solely arising out of or relating to its obligations under this Agreement or the transactions contemplated hereby, and to the extent that the Parent or the Guarantor is or becomes entitled to any such immunity with respect to the service of process or jurisdiction or any judicial proceedings of any competent court located pursuant to section (b) above, and to the extent permitted by law, it does hereby and will irrevocably and unconditionally agree not to plead or claim any such immunity solely with respect to its' obligations

hereunder or any other matter under or arising out of or in connection with this Agreement or the transactions contemplated hereby.

IN WITNESS WHEREOF, each of the Guarantor, the Trust Company and the Parent have caused this Agreement to be executed by their respective duly authorized officers as of this 12th day of July 2002.

LAW DEBENTURE GUARANTEE LIMITED

By: /s/

-----  
Name: Caroline J. Banzky  
Title: Director

LDC TRUST MANAGEMENT LIMITED

By: /s/

-----  
Name: Julian Mason-Jebb  
Title: Director

LAW DEBENTURE TRUST COMPANY OF NEW YORK

By: /s/

-----  
Name: N.J. Kuenstner  
Title: President