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**As filed with the Securities and Exchange Commission on December 21, 2010**

**No. 333-**

# SECURITIES AND EXCHANGE COMMISSION

**Washington, D.C. 20549**

# FORM S-4

**REGISTRATION STATEMENT**
**UNDER**
**THE SECURITIES ACT OF 1933**

# NRG Energy, Inc.*

(Exact name of registrant as specified in its charter)

| **Delaware** | **4911** | **41-1724239** |
|---|---|---|
| (State or other jurisdiction of incorporation or organization) | (Primary Standard Industrial Classification Code Number) | (I.R.S. Employer Identification No.) |

**211 Carnegie Center, Princeton, NJ 08540**
**Telephone: (609) 524-4500**
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

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

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

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

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

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

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

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

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

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

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

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

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

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

**CALCULATION OF REGISTRATION FEE**

| Title of Each Class of Securities to be Registered | Amount to be Registered | Proposed Maximum Offering Price Per Unit(1) | Amount of Registration Fee |
|---|---|---|---|
| 8.25% Senior Notes due 2020, Series B | $1,100,000,000 | 100% | $78,430(1) |
| Guarantees on Senior Notes(2) | — | — | (3) |

(1) Calculated in accordance with Rule 457 under the Securities Act of 1933, as amended.

(2) 8.25% Senior Notes due 2020, Series B, will be issued by NRG Energy, Inc. (the "Issuer") and guaranteed by certain of the Issuer's domestic subsidiaries. No separate consideration will be received for the issuance of these guarantees.

(3) Pursuant to Rule 457(n), no separate fee is payable with respect to the guarantees being registered hereby.

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

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**Table of Additional Registrants**

| Exact Name of Additional Registrants* | Jurisdiction of Formation | I.R.S. Employer Identification No. |
|---|---|---|
| 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 |
| Cabrillo Power I LLC | Delaware | 76-0595964 |
| Cabrillo Power II LLC | Delaware | 76-0595963 |
| Carbon Management Solutions LLC | Delaware | 27-2238021 |
| Clean Edge Energy LLC | Delaware | 27-2244275 |
| Conemaugh Power LLC | Delaware | 41-1973743 |
| Connecticut Jet Power LLC | Delaware | 41-1949386 |
| Devon Power LLC | Delaware | 41-1949385 |
| Dunkirk Power LLC | Delaware | 41-1937466 |
| Eastern Sierra Energy Company | California | 33-0299028 |
| El Segundo Power, LLC | Delaware | 41-1893999 |
| El Segundo Power II LLC | Delaware | 76-0663675 |
| Elbow Creek Wind Project LLC | Texas | 26-0765836 |
| GCP Funding Company, LLC | Delaware | 33-0334380 |
| Huntley IGCC LLC | Delaware | 20-5080480 |
| Huntley Power LLC | Delaware | 41-1937468 |
| Indian River IGCC LLC | Delaware | 20-5080561 |
| Indian River Operations Inc. | Delaware | 41-1973349 |
| Indian River Power LLC | Delaware | 41-1973747 |
| James River Power LLC | Delaware | 41-2013263 |
| Keystone Power LLC | Delaware | 41-1973744 |
| Langford Wind Power, LLC | Texas | 26-4418527 |
| Louisiana Generating LLC | Delaware | 41-1870498 |
| Middletown Power LLC | Delaware | 41-1949384 |
| Montville IGCC LLC | Delaware | 20-5080863 |
| Montville Power LLC | Delaware | 41-1949383 |
| NEO Corporation | Minnesota | 41-1753235 |
| NEO Freehold-Gen LLC | Delaware | 41-1980237 |
| NEO Power Services Inc. | Delaware | 23-3043507 |
| New Genco GP, LLC | Delaware | 02-0732611 |
| Norwalk Power LLC | Delaware | 41-1949381 |
| NRG Affiliate Services Inc. | Delaware | 41-1960764 |
| NRG Arthur Kill Operations Inc. | Delaware | 41-1939116 |
| NRG Astoria Gas Turbine Operations Inc. | Delaware | 41-1939115 |
| NRG Bayou Cove LLC | Delaware | 41-2016940 |
| NRG Cabrillo Power Operations Inc. | Delaware | 41-1938132 |
| NRG California Peaker Operations LLC | Delaware | 20-0088453 |
| NRG Cedar Bayou Development Company, LLC | Delaware | 26-0601018 |
| NRG Connecticut Affiliate Services Inc. | Delaware | 41-1952333 |
| NRG Construction LLC | Delaware | 26-0496159 |
| NRG Devon Operations Inc. | Delaware | 41-1950239 |
| NRG Dunkirk Operations Inc. | Delaware | 41-1939114 |
| NRG El Segundo Operations Inc. | Delaware | 41-1929997 |
| NRG Energy Services LLC | Delaware | 41-1978725 |
| NRG Generation Holdings, Inc. | Delaware | 20-1911335 |
| NRG Huntley Operations Inc. | Delaware | 41-1939118 |
| NRG International LLC | Delaware | 41-1744096 |

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| Exact Name of Additional Registrants* | Jurisdiction of Formation | I.R.S. Employer Identification No. |
|---|---|---|
| NRG MidAtlantic Affiliate Services Inc. | Delaware | 41-1996587 |
| NRG Middletown Operations Inc. | Delaware | 41-1950236 |
| NRG Montville Operations Inc. | Delaware | 41-1950237 |
| NRG New Jersey Energy Sales LLC | Delaware | 03-0412726 |
| NRG New Roads Holdings LLC | Delaware | 41-1968966 |
| NRG North Central Operations Inc. | Delaware | 41-2004025 |
| NRG Northeast Affiliate Services Inc. | Delaware | 41-1940300 |
| NRG Norwalk Harbor Operations Inc. | Delaware | 41-1950238 |
| NRG Operating Services, Inc. | Delaware | 41-1744095 |
| NRG Oswego Harbor Power Operations Inc. | Delaware | 41-1939117 |
| NRG Power Marketing LLC | Delaware | 41-1910737 |
| NRG Retail LLC | Delaware | 26-4341161 |
| NRG Saguaro Operations Inc. | Delaware | 41-2013262 |
| NRG South Central Affiliate Services Inc. | Delaware | 41-1996193 |
| NRG South Central Generating LLC | Delaware | 41-1963217 |
| NRG South Central Operations Inc. | Delaware | 41-2002465 |
| NRG South Texas LP | Texas | 30-0083668 |
| NRG Texas C&I Supply LLC | Delaware | 26-4555466 |
| NRG Texas Holding Inc. | Delaware | 26-4775586 |
| NRG Texas LLC | Delaware | 20-1504355 |
| NRG Texas Power LLC | Delaware | 34-2019301 |
| NRG West Coast LLC | Delaware | 41-1942517 |
| NRG Western Affiliate Services Inc. | Delaware | 41-1949168 |
| Oswego Harbor Power LLC | Delaware | 41-1937465 |
| RE Retail Receivables, LLC | Delaware | 41-2046596 |
| Reliant Energy Power Supply, LLC | Delaware | 204823108 |
| Reliant Energy Retail Holdings, LLC | Delaware | 76-0655580 |
| Reliant Energy Retail Services, LLC | Delaware | 76-0655567 |
| Pennywise Power LLC (f.k.a. Reliant Energy Services Texas LLC) | Delaware | 26-3576629 |
| Reliant Energy Texas Retail, LLC | Delaware | 26-3576595 |
| RERH Holdings, LLC | Delaware | 20-5222227 |
| Saguaro Power LLC | Delaware | 41-2013654 |
| Somerset Operations Inc. | Delaware | 41-1923722 |
| Somerset Power LLC | Delaware | 41-1924606 |
| Texas Genco Financing Corp. | Delaware | 27-0110393 |
| Texas Genco GP, LLC | Texas | 75-3013803 |
| Texas Genco Holdings, Inc. | Texas | 76-0695920 |
| Texas Genco LP, LLC | Delaware | 30-0381697 |
| Texas Genco Operating Services LLC | Delaware | 75-3172707 |
| Texas Genco Services, LP | Texas | 38-3694336 |
| Vienna Operations Inc. | Delaware | 41-1973351 |
| Vienna Power LLC | Delaware | 41-1973745 |
| WCP (Generation) Holdings LLC | Delaware | 74-2922374 |
| West Coast Power LLC | Delaware | 36-4301246 |
| NRG Artesian Energy LLC | Delaware | 27-2243660 |
| Cottonwood Development LLC | Delaware | 52-2220177 |
| Cottonwood Generating Partners II LLC | Delaware | 52-2236732 |
| Cottonwood Generating Partners I LLC | Delaware | 76-0635620 |
| Cottonwood Generating Partners III LLC | Delaware | 52-2236738 |
| Cottonwood Energy Company LP | Delaware | 76-0635621 |

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| Exact Name of Additional Registrants* | Jurisdiction of Formation | I.R.S. Employer Identification No. |
|---|---|---|
| Cottonwood Technology Partners LP | Delaware | 76-0669423 |
| Green Mountain Energy Company | Delaware | 03-0360441 |

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

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

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

**SUBJECT TO COMPLETION, DATED December 21, 2010**

**PRELIMINARY PROSPECTUS**

# NRG Energy, Inc.

## Exchange Offer for
## $1,100,000,000
## 8.25% Senior Notes due 2020

**We are offering to exchange:**

**up to $1,100,000,000 of our new 8.25% Senior Notes due 2020, Series B**
**(which we refer to as the "Exchange Notes")**
**for**
**a like amount of our outstanding 8.25% Senior Notes due 2020**
**(which we refer to as the "Old Notes" and, together with the Exchange Notes, the "notes").**

**Material Terms of Exchange Offer:**

- The terms of the Exchange Notes to be issued in the exchange offer are substantially identical to the Old Notes, except that the transfer restrictions and registration rights relating to the Old Notes will not apply to the Exchange Notes.
- The Exchange Notes will be guaranteed on a joint and several basis by each of our current and future restricted subsidiaries, excluding certain foreign, project and immaterial subsidiaries.
- There is no existing public market for the Old Notes or the Exchange Notes. We do not intend to list the Exchange Notes on any securities exchange or seek approval for quotation through any automated trading system.
- You may withdraw your tender of notes at any time before the expiration of the exchange offer. We will exchange all of the Old Notes that are validly tendered and not withdrawn.
- The exchange offer expires at 5:00 p.m., New York City time, on , 2011, unless extended.
- The exchange of notes will not be a taxable event for U.S. federal income tax purposes.
- The exchange offer is subject to certain customary conditions, including that it not violate applicable law or any applicable interpretation of the Staff of the SEC.
- We will not receive any proceeds from the exchange offer.

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

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

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

, 2010

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## WHERE YOU CAN FIND MORE INFORMATION

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

## INCORPORATION BY REFERENCE

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

- Our annual report on Form 10-K for the year ended December 31, 2009 filed on February 23, 2010, which we refer to as the "Form 10-K."
- Our Definitive Proxy Statement filed on Schedule 14A on June 14, 2010.
- Our quarterly report on Form 10-Q for the quarter ended March 31, 2010 filed on May 10, 2010; our quarterly report on Form 10-Q for the quarter ended June 30, 2010 filed on August 2, 2010; Amendment No. 1 to our quarterly report on Form 10-Q for the quarter ended June 30, 2010 filed on August 13, 2010; and our quarterly report on Form 10-Q for the quarter ended September 30, 2010 filed on November 4, 2010.
- Our current reports on Form 8-K filed on March 2, 2010; Form 8-K filed on March 4, 2010; Form 8-K filed on April 1, 2010; Form 8-K filed on April 21, 2010; Form 8-K filed on May 11, 2010; Form 8-K filed on June 18, 2010; Form 8-K filed on June 29, 2010; Form 8-K filed on July 1, 2010; Form 8-K filed on August 3, 2010; Form 8-K filed on August 13, 2010; Form 8-K filed on August 20, 2010; Form 8-K filed on September 16, 2010; Form 8-K filed on November 30, 2010; and Form 8-K filed on December 16, 2010.

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

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

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

## SUMMARY

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

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

### Our Businesses

We are primarily a wholesale power generation company with a significant presence in major competitive power markets in the United States, as well as a major retail electricity provider in the Texas market through Reliant Energy. We are engaged in the ownership, development, construction and operation of power generation facilities, the transacting in and trading of fuel and transportation services, the trading of energy, capacity and related products in the United States and select international markets, and the supply of electricity and energy services to retail electricity customers in the Texas market.

As of September 30, 2010, we had a total global portfolio of 188 active operating fossil fuel and nuclear generation units, at 44 power generation plants, with an aggregate generation capacity of approximately 24,010 Megawatts ("MW"), and approximately 245 MW under construction which includes partner interests of 120 MW. In addition to our fossil fuel plant ownership, we maintain ownership interests in operating renewable facilities with an aggregate generation capacity of 465 MW, consisting of four wind farms representing an aggregate generation capacity of 445 MW and a 20 MW solar facility. Within the United States, we have large and diversified power generation portfolios in terms of geography, fuel-type and dispatch levels, with approximately 23,005 MW of fossil fuel and nuclear generation capacity in 180 active generating units at 42 plants. Our power generation facilities are most heavily concentrated in Texas (approximately 11,440 MW, including the 445 MW from our four wind farms), the Northeast (approximately 6,910 MW), South Central (approximately 2,885 MW), and West (approximately 2,150 MW, including 20 MW from a solar facility) regions of the United States, with approximately 115 MW of additional generation capacity from our thermal assets. In addition, through certain foreign subsidiaries, NRG has investments in power generation projects located in Australia and Germany with approximately 1,005 MW of generation capacity.

Our principal domestic power plants consist of a mix of natural gas-, coal-, oil-fired, nuclear and wind facilities, representing approximately 45%, 31%, 17%, 5% and 2% of our total domestic generation capacity, respectively. In addition, 9% of our domestic generating facilities have dual or multiple fuel capacity, which allows plants to dispatch with the lowest cost fuel option.

Our domestic generation facilities consist of intermittent, baseload, intermediate and peaking power generation facilities, the ranking of which is referred to as the Merit Order, and include thermal energy production plants. The sale of capacity and power from baseload generation facilities accounts for the majority of our revenues and provides a stable source of cash flow. In addition, our generation portfolio provides us with opportunities to capture additional revenues by selling power during periods of peak demand, offering capacity or similar products to retail electric providers and others, and providing ancillary services to support system reliability.

Reliant Energy, our retail electricity provider, arranges for the transmission and delivery of electricity to customers, bills customers, collects payments for electricity sold and maintains call centers

to provide customer service. Based on metered locations, as of September 30, 2010, Reliant Energy had approximately 1.5 million customers.

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

**Our Strategy**

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

Our core business is focused on: (i) top decile operating performance of its existing operating assets; (ii) optimal hedging of baseload and retail operations, while retaining optionality on our gas fleet; (iii) repowering of power generation assets at existing sites and reducing environmental impacts; (iv) pursuit of selective acquisitions, joint ventures, divestitures and investments; and (v) engaging in a proactive capital allocation plan focused on achieving the regular return of capital to stockholders within the dictates of prudent balance sheet management.

In addition, we believe that success in providing energy solutions that address sustainability and climate change concerns will not only reduce our carbon and capital intensity in the future, it also will reduce the real and perceived linkage between our financial performance and prospects, and volatile commodity prices, particularly with respect to natural gas. Our initiatives in this area of future growth are focused on: (i) low carbon baseload—primarily nuclear generation; (ii) renewables, with a concentration in solar and wind generation and development; (iii) fast start, high efficiency gas-fired capacity in our core regions; (iv) electric vehicle ecosystems; and (v) smart grid services. Our advancements in each of these areas are driven by select acquisitions, joint ventures, and investments that are more fully described in our 2009 Annual Report on Form 10-K, our Quarterly Report on Form 10-Q for the quarter ended March 31, 2010, our Quarterly Report on Form 10-Q for the quarter ended June 30, 2010, and our Quarterly Report on Form 10-Q for the quarter ended September 30, 2010.

**Recent Developments**

On November 15, 2010, NRG acquired the Cottonwood Generating Station, a 1,279 MW combined cycle natural gas plant in the Entergy zone of east Texas, or Cottonwood, from Kelson Limited Partnership for $525 million in cash. We funded the transaction with cash on hand. The Cottonwood Generating Station consists of four highly efficient natural gas-fueled combined cycle turbines and is capable of powering more than one million homes. The plant began commercial operations in December 2003.

On November 5, 2010, NRG acquired Green Mountain Energy Company for $350 million in cash. Green Mountain Energy Company is a retail provider of clean energy products and services based in Austin, Texas with residential and commercial customers primarily in Texas, Oregon, and the New York metro region. Green Mountain also delivers renewable products and services to select utilities that are better for the environment, as well as providers in New York and New Jersey. We funded the acquisition with cash on hand.

**Summary of Risk Factors**

We are subject to a variety of risks related to our competitive position and business strategies. Some of the more significant challenges and risks include those associated with the operation of our power generation plants, volatility in power prices and fuel costs, our leveraged capital structure and extensive governmental regulation. See "Risk Factors" and the "Risk Factors" section of our 2009 Form 10-K for a discussion of the factors you should consider before investing in the notes.

**Corporate Information**

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

You can get more information regarding our business by reading our 2009 Form 10-K, and the other reports we file with the SEC. See "Incorporation by Reference."

## SUMMARY OF EXCHANGE OFFER

On August 20, 2010, we sold, through a private placement exempt from the registration requirements of the Securities Act, $1,100,000,000 of our 8.25% Senior Notes due 2020, all of which are eligible to be exchanged for Exchange Notes. We refer to these notes as "Old Notes" in this prospectus.

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

**Securities Offered** $1,100,000,000 aggregate principal amount of 8.25% Senior Notes due 2020

**Exchange Offer** We are offering to exchange the Old Notes for a like principal amount at maturity of the Exchange Notes. Old Notes may be exchanged only in integral principal multiples of $5,000. The exchange offer is being made pursuant to the Registration Rights Agreement which grants the initial purchasers and any subsequent holders of the Old Notes certain exchange and registration rights. This exchange offer is intended to satisfy those exchange and registration rights with respect to the Old Notes. After the exchange offer is complete, you will no longer be entitled to any exchange or registration rights with respect to your Old Notes.

**Expiration Date; Withdrawal of Tender** The exchange offer will expire 5:00 p.m., New York City time, on , 2011, or a later time if we choose to extend this exchange offer in our sole and absolute discretion. You may withdraw your tender of Old Notes at any time prior to the expiration date. All outstanding Old Notes that are validly tendered and not validly withdrawn will be exchanged. Any Old Notes not accepted by us for exchange for any reason will be returned to you at our expense as promptly as possible after the expiration or termination of the exchange offer.

**Resales** We believe that you can offer for resale, resell and otherwise transfer the Exchange Notes without complying with the registration and prospectus delivery requirements of the Securities Act so long as:

- you acquire the Exchange Notes in the ordinary course of business;

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

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

**Broker-Dealer**

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

**Conditions to the Exchange Offer**

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

**Procedures for Tendering Old Notes Held in the Form of Book-Entry Interests**

The Old Notes were issued as global securities and were deposited upon issuance with Law Debenture Trust Company of New York, which issued uncertificated depositary interests in those outstanding Old Notes, which represent a 100% interest in those Old Notes, to The Depositary Trust Company ("DTC").

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

You may tender your outstanding Old Notes by instructing your broker or bank where you keep the Old Notes to tender them for you. In some cases you may be asked to submit the letter of transmittal that may accompany this prospectus. By tendering your Old Notes you will be deemed to have acknowledged and agreed to be bound by the terms set forth under "Exchange Offer." Your outstanding Old Notes must be tendered in multiples of $5,000.

| | |
|---|---|
| | In order for your tender to be considered valid, the exchange agent must receive a confirmation of book-entry transfer of your outstanding Old Notes into the exchange agent's account at DTC, under the procedure described in this prospectus under the heading "Exchange Offer," on or before 5:00 p.m., New York City time, on the expiration date of the exchange offer. |
| **United States Federal Income Tax Considerations** | The exchange offer should not result in any income, gain or loss to the holders of Old Notes or to us for United States federal income tax purposes. See "Certain Federal Income Tax Consequences." |
| **Use of Proceeds** | We will not receive any proceeds from the issuance of the Exchange Notes in the exchange offer. |
| **Exchange Agent** | Law Debenture Trust Company of New York is serving as the exchange agent for the exchange offer. |
| **Shelf Registration Statement** | In limited circumstances, holders of Old Notes may require us to register their Old Notes under a shelf registration statement. |

## CONSEQUENCES OF NOT EXCHANGING OLD NOTES

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

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

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

## SUMMARY OF TERMS OF EXCHANGE NOTES

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

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| **Issuer** | NRG Energy, Inc. |
| **Securities Offered** | $1.1 billion in aggregate principal amount of 8.25% Senior Notes due 2020 |
| **Maturity Date** | September 1, 2020 |
| **Interest Rate** | The Exchange Notes will accrue interest at the rate of 8.25% per annum. |
| **Interest Payment Dates** | Interest on the Exchange Notes will be payable on March 1 and September 1 of each year, commencing on March 1, 2011. |
| **Ranking** | The Exchange Notes will:<br>• be senior obligations of NRG and will rank equally in right of payment with all existing and future senior indebtedness of NRG;<br>• be senior in right of payment with any future subordinated indebtedness of NRG;<br>• be effectively subordinated to any indebtedness of NRG secured by assets of NRG to the extent of the value of the assets securing such indebtedness;<br>• be structurally subordinated to all indebtedness and other liabilities of NRG's subsidiaries that do not guarantee the notes; and<br>• be guaranteed as described under "—Guarantees." |
| **Guarantees** | The Exchange Notes will be guaranteed on a joint and several basis by each of our current and future restricted subsidiaries, excluding certain foreign, project and immaterial subsidiaries. Each guarantee will:<br>• be a senior obligation of that guarantor and rank equally in right of payment with all existing and future senior indebtedness of that guarantor;<br>• be senior in right of payment to all existing and future subordinated indebtedness of that guarantor; and<br>• be effectively subordinated to any secured indebtedness of that guarantor to the extent of the value of the assets of the guarantor that secures such indebtedness.<br>Our operations are largely conducted through our subsidiaries and, therefore, we will depend on the cash flow of our subsidiaries to meet our obligations under the Exchange Notes. Not all of our subsidiaries will guarantee the Exchange Notes. |

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| | The Exchange Notes will be effectively subordinated in right of payment to all indebtedness and other liabilities and commitments of our non-guarantor subsidiaries. For the nine months ended September 30, 2010, the guarantors accounted for approximately 96% of our revenues from wholly-owned operations. The guarantors held approximately 85% of our subsidiaries' consolidated assets as of September 30, 2010. As of September 30, 2010, our non-guarantor subsidiaries had approximately $826 million in aggregate principal amount of non-current liabilities and outstanding trade payables of approximately $535 million. See "Risk Factors—Risks Related to the Notes—We may not have access to the cash flow and other assets of our subsidiaries that may be needed to make payment on the notes." |
| **Optional Redemption** | We may redeem some or all of the Exchange Notes at any time prior to September 1, 2015 at a price equal to 100% of the principal amount of the Exchange Notes redeemed plus a "make-whole" premium and accrued and unpaid interest. On or after September 1, 2015, we may redeem some or all of the Exchange Notes at the redemption prices listed in "Description of Notes—Optional Redemption" section of this prospectus, plus accrued and unpaid interest.<br><br>Prior to September 1, 2013, we may redeem up to 35% of the Notes issued under the indenture with the net cash proceeds of certain equity offerings at the redemption prices listed in "Description of Notes—Optional Redemption" section of this prospectus, plus accrued and unpaid interest, provided at least 65% of the aggregate principal amount of the Notes issued in this offering remains outstanding after the redemption. |
| **Change of Control Offer** | If a change of control triggering event occurs, subject to certain conditions, we must offer to repurchase the Exchange Notes at a price equal to 101% of the principal amount of the Exchange Notes, plus accrued and unpaid interest to the date of repurchase. See "Description of Notes—Repurchase at the Option of Holders—Change of Control Triggering Event." |
| **Asset Sale Offer** | If we sell assets under certain circumstances, we must offer to repurchase the Exchange Notes at a repurchase price equal to 100% of the principal amount of the notes repurchased, plus accrued and unpaid interest, if any, to the applicable repurchase date. See "Description of Notes—Repurchase at the Option of Holders—Asset Sales." |
| **Certain Covenants** | The indenture governing the Exchange Notes contains covenants limiting, among other things, NRG's ability and the ability of its restricted subsidiaries to:<br><br>• incur additional debt or issue some types of preferred shares;<br><br>• declare or pay dividends, redeem stock or make other distributions to stockholders;<br><br>• create liens; |

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| | • make certain restricted investments;<br>• enter into transactions with affiliates;<br>• sell or transfer assets; and<br>• consolidate or merge.<br><br>These covenants are subject to a number of important qualifications and limitations. See "Description of Notes—Certain Covenants." |
| **Events of Default** | For a discussion of events that will permit acceleration of the payment of the principal of and accrued interest on the Exchange Notes, see "Description of Notes—Events of Default and Remedies." |
| **No Prior Market** | The Exchange Notes will be new securities for which there is currently no market. We cannot assure you as to the liquidity of markets that may develop for the Exchange Notes, your ability to sell the Exchange Notes or the price at which you would be able to sell the Exchange Notes. See "Risk Factors—Risks Related to the Notes—Your ability to transfer the notes may be limited by the absence of an active trading market, and there is no assurance that any active market will develop for the notes." |
| **Listing** | We do not intend to list the Exchange Notes on any securities exchange. |
| **Use of Proceeds** | We will not receive any proceeds from the issuance of the Exchange Notes. |
| **Form and Denomination** | The Exchange Notes will be delivered in fully-registered form. The notes will be represented by one or more global notes, deposited with the trustee as a custodian for DTC and registered in the name of Cede & Co., DTC's nominee. Beneficial interests in the global notes will be shown on, and any transfers will be effective only through, records maintained by DTC and its participants. The notes will be issued in denominations of $5,000 and integral multiples of $5,000. |
| **Governing Law** | The Exchange Notes and the indenture governing the Exchange Notes will be governed by, and construed in accordance with, the laws of the State of New York. |
| **Trustee** | Law Debenture Trust Company of New York. |

## RISK FACTORS

*You should carefully consider the risk factors set forth below and the risk factors incorporated into this prospectus by reference to our 2009 Form 10-K, as well as the other information contained in and incorporated by reference into this prospectus before deciding to invest in the notes. The selected risks described below and the risks that are incorporated into this prospectus by reference to our 2009 Form 10-K are not our only risks. Additional risks and uncertainties not currently known to us or those we currently view to be immaterial also may materially and adversely affect our business, financial condition or results of operations. Any of the following risks or any of the risks described in our 2009 Form 10-K could materially and adversely affect our business, financial condition, operating results or cash flow. In such a case, the trading price of the notes could decline, or we may not be able to make payments of interest and principal on the notes, and you may lose all or part of your original investment.*

**Risks Related to the Notes**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

***In the event of a bankruptcy, holders may not have a claim with respect to original issue discount on the notes constituting "unmatured interest" under the U.S. Bankruptcy Code.***

Under the U.S. bankruptcy code, the principal amount of each note in excess of its issue price is treated as unmatured interest. The claim of a holder of a note in a bankruptcy proceeding in respect of the notes with respect to this original issue discount would be limited to the portion thereof that had accreted prior to the date of the commencement of the bankruptcy case. Holders of notes would not be entitled to receive any additional portion of the original issue discount that accreted during the commencement of a bankruptcy proceeding except to the extent the notes are oversecured by their security interest in the collateral.

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

Under the federal bankruptcy law and comparable provisions of state fraudulent transfer laws, a guarantee can be voided, or claims in respect of a guarantee can be subordinated to all other debts of that guarantor if, among other things, the guarantor, at the time it incurred the indebtedness evidenced by its guarantee:

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

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

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

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

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

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

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

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

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

**Risks Related to the Exchange Notes**

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

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

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

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

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

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

**Risks Related to the Acquisitions**

***We may not be able to realize the anticipated benefits from the Acquisition of the Cottonwood Generating Station and the Green Mountain Energy Company.***

The success of the acquisition of the Cottonwood Generating Station and the Green Mountain Energy Company will depend largely on our ability to consolidate and effectively integrate the acquired assets, operations and employees into NRG. We cannot be sure that we will realize these anticipated benefits in full or at all.

The integration will require substantial time and attention from our management. Even if we are able to successfully complete the integration the acquired businesses into our operations, there can be no assurance that we will realize the benefits on the timetable currently contemplated, or at all. Additionally, the actions we take to achieve these benefits could have unintended consequences that adversely affect our business.

***There is limited financial information on which to evaluate the acquisition of the Cottonwood Generating Station and the Green Mountain Energy Company.***

We have had no prior history of operating the Cottonwood Generating Station or the Green Mountain Energy Company. Therefore, any assumptions made related to the performance of such business following the acquisitions may be inaccurate.

## FORWARD-LOOKING STATEMENTS

This prospectus, including the information incorporated into this prospectus by reference, contains "forward-looking statements," which involve risks and uncertainties. All statements, other than statements of historical facts, that are included in or incorporated by reference into this prospectus, or made in presentations, in response to questions or otherwise, that address activities, events or developments that we expect or anticipate to occur in the future, including such matters as projections, capital allocation, future capital expenditures, business strategy, competitive strengths, goals, future acquisitions or dispositions, development or operation of power generation assets, market and industry developments and the growth of our business and operations (often, but not always, through the use of words or phrases such as "will likely result," "are expected to," "will continue," "is anticipated," "estimated," "projection," "target," "goal," "objective" and "outlook"), are forward-looking statements. Although we believe that in making any such forward-looking statement our expectations are based on reasonable assumptions, any such forward-looking statement involves uncertainties and is qualified in its entirety by reference to the discussion of risk factors under "Risk Factors" contained elsewhere in this prospectus and in the sections captioned "Risk Factors" of our 2009 Form 10-K, which is incorporated into this prospectus by reference, and the following important factors, among others, that could cause our actual results to differ materially from those projected in such forward-looking statements:

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

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

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

## EXCHANGE OFFER

**Purpose of the Exchange Offer**

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

The Old Notes were originally issued and sold on August 20, 2010, to the initial purchasers, pursuant to the purchase agreement dated August 17, 2010. The Old Notes were issued and sold in a transaction not registered under the Securities Act in reliance upon the exemption provided by Section 4(2) of the Securities Act. The concurrent resale of the Old Notes by the initial purchasers to investors was done in reliance upon the exemptions provided by Rule 144A and Regulation S promulgated under the Securities Act. The Old Notes may not be reoffered, resold or transferred other than (i) to us or our subsidiaries, (ii) to a qualified institutional buyer in compliance with Rule 144A promulgated under the Securities Act, (iii) outside the United States to a non-U.S. person within the meaning of Regulation S under the Securities Act, (iv) pursuant to the exemption from registration provided by Rule 144 promulgated under the Securities Act (if available), (v) in accordance with another exemption from the registration requirements of the Securities Act or (vi) pursuant to an effective registration statement under the Securities Act.

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

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

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

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

Upon the terms and subject to the conditions set forth in this prospectus, we will accept any and all Old Notes that were acquired pursuant to Rule 144A or Regulation S validly tendered and not withdrawn prior to 5:00 p.m., New York City time, on the expiration date of the exchange offer. We will issue $5,000 principal amount of Exchange Notes in exchange for each $5,000 principal amount of

Old Notes accepted in the exchange offer. Holders may tender some or all of their Old Notes pursuant to the exchange offer. However, Old Notes may be tendered only in integral multiples of $5,000.

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

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

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

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

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

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

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

The exchange offer will remain open for at least 20 full business days. The term "expiration date" will mean 5:00 p.m., New York City time, on , 2011, unless we, in our sole discretion, extend the exchange offer, in which case the term "expiration date" will mean the latest date and time to which the exchange offer is extended.

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

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

We reserve the right, in our sole discretion:

- if any of the conditions below under the heading "Conditions to the Exchange Offer" shall have not been satisfied, to delay accepting any Old Notes, to extend the exchange offer, or to terminate the exchange offer, or
- to amend the terms of the exchange offer in any manner, provided however, that if we amend the exchange offer to make a material change, including the waiver of a material condition, we will extend the exchange offer, if necessary, to keep the exchange offer open for at least five business days after such amendment or waiver; provided further, that if we amend the exchange offer to change the percentage of Notes being exchanged or the consideration being offered, we

will extend the exchange offer, if necessary, to keep the exchange offer open for at least ten business days after such amendment or waiver.

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

**Deemed Representations**

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

- you or any other person acquiring Exchange Notes in exchange for your Old Notes in the exchange offer is acquiring them in the ordinary course of business;
- neither you nor any other person acquiring Exchange Notes in exchange for your Old Notes in the exchange offer is engaging in or intends to engage in (or has any arrangement or understanding with any person to participate in) a distribution of the Exchange Notes within the meaning of the federal securities laws;
- neither you nor any other person acquiring Exchange Notes in exchange for your Old Notes is our "affiliate" as defined under Rule 405 of the Securities Act;
- if you or another person acquiring Exchange Notes in exchange for your Old Notes is a broker-dealer and you acquired the Old Notes as a result of market-making activities or other trading activities, you acknowledge that you will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of the Exchange Notes;
- you are not a broker-dealer tendering Old Notes directly acquired from us for your own account; and
- you are not acting on behalf of any person or entity that could not truthfully make those representations.

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

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

If you are our "affiliate," as defined under Rule 405 of the Securities Act, if you are a broker-dealer who acquired your Old Notes in the initial offering and not as a result of market-making or trading activities, or if you are engaged in or intend to engage in or have an arrangement or understanding with any person to participate in a distribution of Exchange Notes acquired in the exchange offer, you or that person:

- may not rely on the applicable interpretations of the Staff of the SEC and therefore may not participate in the exchange offer; and
- must comply with the registration and prospectus delivery requirements of the Securities Act or an exemption therefrom when reselling the Old Notes.

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

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

The letter of transmittal that may accompany this prospectus may be used by you to give such instructions.

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

**IF YOU WISH TO ACCEPT THIS EXCHANGE OFFER, PLEASE INSTRUCT YOUR BROKER OR ACCOUNT REPRESENTATIVE IN TIME FOR YOUR OLD NOTES TO BE TENDERED BEFORE THE 5:00 PM (NEW YORK CITY TIME) DEADLINE ON , 2011.**

You may tender some or all of your Old Notes in this exchange offer. However, your Old Notes may be tendered only in integral multiples of $5,000.

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

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

We will decide all questions about the validity, form, eligibility, acceptance and withdrawal of tendered Old Notes, and our reasonable determination will be final and binding on you. We reserve the absolute right to:

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

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

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

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

The exchange agent, on our behalf will seek to establish an Automated Tender Offer Program ("ATOP") account with respect to the outstanding Old Notes at DTC promptly after the delivery of this prospectus. Any financial institution that is a DTC participant, including your broker or bank, may make book-entry tender of outstanding Old Notes by causing the book-entry transfer of such Old Notes into our ATOP account in accordance with DTC's procedures for such transfers. Concurrently with the delivery of Old Notes, an Agent's Message in connection with such book-entry transfer must be transmitted by DTC to, and received by, the exchange agent on or prior to 5:00 pm, New York City Time on the expiration date. The confirmation of a book entry transfer into the ATOP account as described above is referred to herein as a "Book-Entry Confirmation."

The term "Agent's Message" means a message transmitted by the DTC participants to DTC, and thereafter transmitted by DTC to the exchange agent, forming a part of the Book-Entry Confirmation which states that DTC has received an express acknowledgment from the participant in DTC described

in such Agent's Message stating that such participant and beneficial holder agree to be bound by the terms of this exchange offer.

Each Agent's Message must include the following information:

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

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

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

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

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

THE AGENT'S MESSAGE MUST BE TRANSMITTED TO EXCHANGE AGENT ON OR BEFORE 5:00 PM, NEW YORK CITY TIME, ON THE EXPIRATION DATE.

**Withdrawal Rights**

You may withdraw your tender of outstanding notes at any time before 5:00 p.m., New York City time, on the expiration date.

For a withdrawal to be effective, you should contact your bank or broker where your Old Notes are held and have them send an ATOP notice of withdrawal so that it is received by the exchange agent before 5:00 p.m., New York City time, on the expiration date. Such notice of withdrawal must:

- specify the name of the person that tendered the Old Notes to be withdrawn;
- identify the Old Notes to be withdrawn, including the CUSIP number and principal amount at maturity of the Old Notes; specify the name and number of an account at the DTC to which your withdrawn Old Notes can be credited.

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

**Conditions to the Exchange Offer**

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

- there is threatened, instituted or pending any action or proceeding before, or any injunction, order or decree issued by, any court or governmental agency or other governmental regulatory or administrative agency or commission:

  (1) seeking to restrain or prohibit the making or completion of the exchange offer or any other transaction contemplated by the exchange offer, or assessing or seeking any damages as a result of this transaction; or

  (2) resulting in a material delay in our ability to accept for exchange or exchange some or all of the Old Notes in the exchange offer; or

  (3) any statute, rule, regulation, order or injunction has been sought, proposed, introduced, enacted, promulgated or deemed applicable to the exchange offer or any of the transactions contemplated by the exchange offer by any governmental authority, domestic or foreign; or

- any action has been taken, proposed or threatened, by any governmental authority, domestic or foreign, that, in our sole reasonable judgment, would directly or indirectly result in any of the consequences referred to in clauses (1), (2) or (3) above or, in our sole reasonable judgment, would result in the holders of Exchange Notes having obligations with respect to resales and transfers of Exchange Notes which are greater than those described in the interpretation of the SEC referred to above, or would otherwise make it inadvisable to proceed with the exchange offer; or the following has occurred:

  (1) any general suspension of or general limitation on prices for, or trading in, securities on any national securities exchange or in the over-the-counter market; or

  (2) any limitation by a governmental authority which adversely affects our ability to complete the transactions contemplated by the exchange offer; or

  (3) a declaration of a banking moratorium or any suspension of payments in respect of banks in the United States or any limitation by any governmental agency or authority which adversely affects the extension of credit; or

  (4) a commencement of a war, armed hostilities or other similar international calamity directly or indirectly involving the United States, or, in the case of any of the preceding events existing at the time of the commencement of the exchange offer, a material acceleration or worsening of these calamities; or

- any change, or any development involving a prospective change, has occurred or been threatened in our business, financial condition, operations or prospects and those of our subsidiaries taken as a whole that is or may be adverse to us, or we have become aware of facts that have or may have an adverse impact on the value of the Old Notes or the Exchange Notes, which in our sole reasonable judgment in any case makes it inadvisable to proceed with the exchange offer and/or with such acceptance for exchange or with such exchange; or

- there shall occur a change in the current interpretation by the Staff of the SEC which permits the Exchange Notes issued pursuant to the exchange offer in exchange for Old Notes to be

offered for resale, resold and otherwise transferred by holders thereof (other than broker-dealers and any such holder which is our affiliate within the meaning of Rule 405 promulgated under the Securities Act) without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that such Exchange Notes are acquired in the ordinary course of such holders' business and such holders have no arrangement or understanding with any person to participate in the distribution of such Exchange Notes; or

- any law, statute, rule or regulation shall have been adopted or enacted which, in our reasonable judgment, would impair our ability to proceed with the exchange offer; or

- a stop order shall have been issued by the SEC or any state securities authority suspending the effectiveness of the registration statement, or proceedings shall have been initiated or, to our knowledge, threatened for that purpose, or any governmental approval has not been obtained, which approval we shall, in our sole reasonable discretion, deem necessary for the consummation of the exchange offer as contemplated hereby; or

- we have received an opinion of counsel experienced in such matters to the effect that there exists any actual or threatened legal impediment (including a default or prospective default under an agreement, indenture or other instrument or obligation to which we are a party or by which we are bound) to the consummation of the transactions contemplated by the exchange offer.

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

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

**Exchange Agent**

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

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

*By registered or certified mail, overnight delivery:*

400 Madison Avenue
New York, NY 10017

*For Information or to Confirm Call:*
(646) 750-6474

*For facsimile transmission (for eligible institutions only):*
(212) 750-1361

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

**Fees and Expenses**

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

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

**Accounting Treatment**

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

**Transfer Taxes**

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

**Consequences of Failure to Exchange**

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

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

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

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

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

- we are not permitted by applicable law or SEC policy to file a registration statement covering the exchange offer or to consummate the exchange offer; or
- any holder of the Old Notes notifies the issuer prior to the 20th calendar day following the consummation of the exchange offer that:
  - it is prohibited by law or SEC policy from participating in the exchange offer;
  - it may not resell the Exchange Notes acquired by it in the exchange offer to the public without delivering a prospectus and this prospectus is not appropriate or available for such resales; or
  - it is a broker-dealer and owns Old Notes acquired directly from the Issuer or an affiliate of the Issuer.

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

Old Notes may be subject to restrictions on transfer until:

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

## USE OF PROCEEDS

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

## RATIO OF EARNINGS TO FIXED CHARGES

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

| | Year Ended December 31, | | | | | Nine Months Ended September 30, | |
|---|---|---|---|---|---|---|---|
| | 2009 | 2008 | 2007 | 2006 | 2005 | 2010 | 2009 |
| | | | | | | (Unaudited) | (Unaudited) |
| Ratio of Earnings to Fixed Charges | 3.27 | 3.65 | 2.24 | 2.36 | 1.57 | 2.44 | 3.84 |

## CAPITALIZATION

The following table sets forth NRG's cash and cash equivalents and capitalization as of September 30, 2010 on an actual historical basis. The table below should be read in conjunction with "Use of Proceeds," the Management's Discussion and Analysis of Financial Condition and Results of Operations contained in the September 30, 2010 Form 10-Q and the consolidated financial statements and the related notes thereto included in or incorporated by reference into this prospectus.

| | As of September 30, 2010 (In millions of dollars) |
|---|---|
| Cash and cash equivalents | $ 3,447 |
| Restricted cash | 19 |
| Restricted cash supporting funded letter of credit facility | 1,301 |
| **Total cash and cash equivalents** | 4,767 |
| **Long-term debt and capital leases:** | |
| Revolving credit facility(1) | — |
| Funded letter of credit facility(2) | 1,300 |
| Term loan facility—due 2013 - 2015 | 1,966 |
| Other senior secured indebtedness | 59 |
| Non-guarantor debt(3) | 586 |
| Capital leases | 108 |
| 7.250% Senior Notes due 2014 | 1,211 |
| 7.375% Senior Notes due 2016 | 2,400 |
| 7.375% Senior Notes due 2017 | 1,100 |
| 8.500% Senior Notes due 2019 | 690 |
| Old Notes | 1,100 |
| **Total long-term debt and capital leases, including current maturities** | 10,520 |
| 3.625% Convertible preferred stock | 248 |
| Stockholders' equity | 8,204 |
| **Total capitalization** | 18,972 |

(1) As of September 30, 2010, the total borrowing availability under the revolving credit facility was $875 million, of which there are $36 million letters of credit outstanding thereunder.

(2) As of September 30, 2010, the total borrowing availability under the funded letter of credit facility was $1,300 million, of which there are $850 million letters of credit outstanding thereunder.

(3) As of September 30, 2010, existing non-guarantor debt has been reduced by $26 million as a result of marking the debt to a market rate in connection with our Fresh Start reporting on December 5, 2003.

For more information on the various components of our debt, refer to note 12 to our audited consolidated financial statements contained in our 2009 Form 10-K and note 8 to our unaudited condensed consolidated financial statements contained in our quarterly report for quarter ended September 30, 2010, each of which is incorporated herein by reference.

## DESCRIPTION OF CERTAIN OTHER INDEBTEDNESS AND PREFERRED STOCK

**Senior Secured Credit Facility**

On June 30, 2010, NRG amended and restated its existing senior secured credit facility (the "Senior Credit Facility"). The Senior Credit Facility consists of a senior first priority secured term loan (the "Term Loan Facility"), a senior first priority secured revolving credit facility (the "Revolving Credit Facility"), and a senior first priority secured term-loan backed letter of credit facility (the "Funded Letter of Credit Facility"). As a result of this amendment, NRG extended the maturity date for approximately $1.0 billion of the approximately $2.0 billion outstanding Term Loan Facility to August 31, 2015 and the remaining amount is due on the original maturity date of February 1, 2013. In addition, the borrowing capacity under the Revolving Credit Facility was reduced to $875 million from $1.0 billion, and its maturity date was extended to August 31, 2015. Finally, the existing synthetic letter of credit facility was converted into the Funded Letter of Credit Facility, reflected as a non-current liability and the proceeds thereof reflected as non-current restricted cash on NRG's balance sheet. Of the total $1.3 billion borrowed under the Funded Letter of Credit Facility, $800 million will mature on August 31, 2015 and $500 will mature on the original maturity date of February 1, 2013.

As of September 30, 2010, NRG had issued $850 million of letters of credit under the Funded Letter of Credit Facility, leaving $450 million available for future issuances. Under the Revolving Credit Facility as of September 30, 2010, NRG had issued a letter of credit of $36 million, leaving $839 million available.

Since 2008, NRG has been required to annually offer a portion of its excess cash flow (as defined in the Senior Credit Facility) to its first lien lenders under the Term Loan Facility. The percentage of the excess cash flow offered to these lenders is dependent upon NRG's consolidated leverage ratio (as defined in the Senior Credit Facility) at the end of the preceding year. Of the amount offered, the first lien lenders must accept 50%, while the remaining 50% may either be accepted or rejected at the first lien lenders' option. The 2010 mandatory offer for 2009 was $429 million of which NRG made a prepayment of $200 million in December 2009. In March 2010, NRG made the remaining repayment of approximately $229 million. The 2009 mandatory offer related to 2008 was $197 million.

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

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

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

- incur indebtedness and liens and enter into sale and lease-back transactions;
- make investments, loans and advances;
- return capital to shareholders;

- repay other indebtedness;
- consummate mergers, consolidations and asset sales; and
- enter into affiliate transactions.

In connection with the Senior Credit Facility, NRG entered into a series of forward-setting interest rate swaps in 2006 and 2009 which are intended to hedge the risks associated with floating interest rates. For each of the interest rate swaps, NRG pays its counterparty the equivalent of a fixed interest payment on a predetermined notional value, and NRG receives quarterly the equivalent of a floating interest payment based on a three-month LIBOR calculated on the same notional value. All interest rate swap payments by NRG and its counterparties are made quarterly, and the LIBOR is determined in advance of each interest period. While the notional value of each of the swaps does not vary over time, the swaps are designed to mature sequentially.

**Senior Notes**

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

- 7.250% senior notes, issued February 2, 2006 and due February 1, 2014 (the "2014 Senior Notes");
- 7.375% senior notes, issued February 2, 2006 and due February 1, 2016 (the "2016 Senior Notes");
- 7.375% senior notes, issued November 21, 2006 and due January 15, 2017 (the "2017 Senior Notes"); and
- 8.500% senior notes, issued June 5, 2009 and due June 15, 2019 (the "2019 Senior Notes," and, together with the 2014 Senior Notes, the 2017 Senior Notes and the 2019 Senior Notes, the "Senior Notes").

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

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

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

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

- sell or transfer assets; and
- consolidate or merge.

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

On or after February 1, 2010, NRG may redeem some or all of the 2014 Senior Notes at redemption prices set forth in the indenture, plus accrued and unpaid interest on the notes redeemed to the applicable redemption date.

Prior to February 1, 2011, NRG may redeem all or a portion of the 2016 Senior Notes at a price equal to 100% of the principal amount of the notes redeemed, plus a premium and accrued interest. The premium is the greater of (i) 1% of the principal amount of the notes redeemed, or (ii) the present value of 103.688% of the notes redeemed, plus interest payments due on the notes redeemed from the date of redemption through February 1, 2011, discounted at a Treasury rate plus 0.50% over the principal amount of the notes redeemed. On or after February 1, 2011, NRG may redeem some or all of the notes at redemption prices set forth in the indenture, plus accrued and unpaid interest on the notes redeemed to the applicable redemption date.

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

Prior to June 15, 2012, NRG may redeem up to 35% of the 2019 Senior Notes with net cash proceeds of certain equity offerings at a price of 108.50% of the principal amount of the notes redeemed, provided at least 65% of the aggregate principal amount of the notes issued remain outstanding after the redemption. Prior to June 15, 2014, NRG may redeem all or a portion of the 2019 Senior Notes at a price equal to 100% of the principal amount of the notes redeemed, plus a premium and any accrued and unpaid interest. The premium is the greater of (i) 1% of the principal amount of the notes redeemed, or (ii) the present value of 104.25% of the notes redeemed, plus interest payments due on the notes redeemed from the date of redemption through June 15, 2014, discounted at a Treasury rate plus 0.50% over the principal amount of the notes redeemed. On or after January 15, 2014, NRG may redeem some or all of the notes at redemption prices set forth in the indenture, plus accrued and unpaid interest on the notes redeemed to the applicable redemption date.

**Preferred Stock**

As of September 30, 2010, NRG's outstanding preferred stock consisted of the 3.625% Convertible Perpetual Preferred Stock (the "3.625% Preferred Stock"), which is treated as Redeemable Preferred Stock.

**3.625% Preferred Stock**

On August 11, 2005, NRG issued 250,000 shares of 3.625% Preferred Stock, which is treated as Redeemable Preferred Stock, to the Credit Suisse Group in a private placement. As of September 30, 2010, 250,000 shares of the 3.625% Preferred Stock were issued and outstanding at a liquidation value, net of issuance costs, of $248 million. The 3.625% Preferred Stock has a liquidation preference of $1,000 per share. Holders of the 3.625% Preferred Stock are entitled to receive, out of legally available funds, cash dividends at the rate of 3.625% per annum, or $36.25 per share per year, payable in cash quarterly in arrears commencing on December 15, 2005.

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

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

**Credit Support and Collateral Arrangement**

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

## DESCRIPTION OF NOTES

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

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

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

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

**Brief Description of the Notes**

The notes:

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

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

**The Subsidiary Guarantees**

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

- will be a general unsecured obligation of the Guarantor;

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

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

The operations of NRG are largely conducted through its subsidiaries and, therefore, NRG depends on the cash flow of its subsidiaries to meet its obligations, including its obligations under the notes. Not all of NRG's subsidiaries will guarantee the notes. The notes will be effectively subordinated in right of payment to all Indebtedness and other liabilities and commitments (including trade payables, lease obligations, indebtedness for borrowed money and hedging obligations) of these non-guarantor subsidiaries. Any right of NRG to receive assets of any of its subsidiaries upon the subsidiary's liquidation or reorganization (and the consequent right of the holders of the notes to participate in those assets) will be effectively subordinated to the claims of that subsidiary's creditors, except to the extent that NRG is itself recognized as a creditor of the subsidiary, in which case its claims would still be subordinate in right of payment to any security in the assets of the subsidiary and any indebtedness of the subsidiary senior to that held by NRG. The guarantor subsidiaries accounted for approximately 96% of NRG's revenues from wholly-owned operations for the nine-month period ended September 30, 2010. The guarantor subsidiaries held approximately 85% of NRG's consolidated assets as of September 30, 2010. As of September 30, 2010, NRG's non-guarantor subsidiaries had approximately $695 million in aggregate principal amount of external funded indebtedness and outstanding trade payables of approximately $535 million. See "Risk Factors—Risks Relating to the Notes—Your right to receive payments on the notes could be adversely affected if any of our non-guarantor subsidiaries declare bankruptcy, liquidate, or reorganize." See note 18 to the consolidated financial statements of NRG for the period ended September 30, 2010 incorporated by reference into this prospectus for more detail about the historical division of NRG Energy, Inc.'s consolidated revenues and assets between the Guarantor and non-Guarantor Subsidiaries.

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

**Principal, Maturity and Interest**

NRG will issue $1.1 billion in aggregate principal amount of 8.25% Senior Notes due 2020 in this offering. NRG may issue additional notes of the same series under the indenture from time to time after this offering. Any issuance of additional notes is subject to all of the covenants in the indenture, including the covenant described below under the caption "—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock." The notes and any additional notes of the same series subsequently issued under the indenture will be treated as a single class for all purposes under the indenture, including, without limitation, waivers, amendments, redemptions and offers to purchase. NRG will issue notes in denominations of $5,000 and integral multiples of $5,000. The notes will mature on September 1, 2020.

Interest will accrue at the rate of 8.25% per annum, and will be payable semi-annually in arrears on March 1 and September 1 of each year, commencing on March 1, 2011. NRG will make each interest payment to the holders of record on the immediately preceding February 15 and August 15.

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

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

**Methods of Receiving Payments on the Notes**

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

**Paying Agent and Registrar for the Notes**

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

**Transfer and Exchange**

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

**Subsidiary Guarantees**

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

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

(1) immediately after giving effect to that transaction, no Default or Event of Default exists; and

(2) either:

(a) the Person acquiring the property in any such sale or disposition or the Person formed by or surviving any such consolidation or merger assumes all the obligations of that

Guarantor under the indenture, the registration rights agreement and its Subsidiary Guarantee pursuant to supplemental agreements reasonably satisfactory to the trustee under the indenture;

(b) the Net Proceeds of such sale or other disposition are applied in accordance with the applicable provisions of the indenture; or

(c) immediately after giving effect to that transaction, such Person qualifies as an Excluded Subsidiary.

The Subsidiary Guarantee of a Guarantor will be released automatically:

(1) in connection with any sale or other disposition of all or substantially all of the assets of that Guarantor (including by way of merger or consolidation) to a Person that is not (either before or after giving effect to such transaction) NRG or a Restricted Subsidiary of NRG, if the sale or other disposition does not violate the "Asset Sale" provisions of the indenture;

(2) in connection with any sale or other disposition of Capital Stock of that Guarantor to a Person that is not (either before or after giving effect to such transaction) NRG or a Restricted Subsidiary of NRG, if (a) the sale or other disposition does not violate the "Asset Sale" provisions of the indenture and (b) following such sale or other disposition, that Guarantor is not a direct or indirect Subsidiary of NRG;

(3) if NRG designates any Restricted Subsidiary that is a Guarantor to be an Unrestricted Subsidiary in accordance with the applicable provisions of the indenture;

(4) the date that any Subsidiary that is not an Excluded Subsidiary becomes an Excluded Subsidiary;

(5) upon defeasance or satisfaction and discharge of the notes as provided below under the captions "—Legal Defeasance and Covenant Defeasance" and "—Satisfaction and Discharge";

(6) upon a dissolution of a Guarantor that is permitted under the indenture; or

(7) otherwise with respect to the Guarantee of any Guarantor, upon:

(a) the prior consent of holders of at least a majority in aggregate principal amount of the notes then outstanding;

(b) the consent of requisite lenders under the Credit Agreement (as amended, restated, modified, renewed, refunded, replaced or refinanced from time to time) to the release of such Guarantor's Guarantee of all Obligations under the Credit Agreement; or

(c) the contemporaneous release of such Guarantor's Guarantee of all Obligations under the Credit Agreement (as amended, restated, modified, renewed, refunded, replaced or refinanced from time to time).

See "—Repurchase at the Option of Holders—Asset Sales."

**Optional Redemption**

At any time prior to September 1, 2013, NRG may on any one or more occasions redeem up to 35% of the aggregate principal amount of notes, upon not less than 30 nor more than 60 days notice, at a redemption price of 108.25% of the principal amount, plus accrued and unpaid interest to the redemption date, with the proceeds of one or more Equity Offerings; provided that:

(1) at least 65% of the aggregate principal amount of notes issued in this offering (excluding notes held by NRG and its Subsidiaries) remains outstanding immediately after the occurrence of such redemption; and

(2) the redemption occurs within 90 days of the date of the closing of such Equity Offering.

At any time prior to September 1, 2015, NRG may on any one or more occasions redeem all or a part of the notes, upon not less than 30 nor more than 60 days' prior notice, at a redemption price equal to 100% of the principal amount of notes redeemed plus the Applicable Premium as of, and accrued and unpaid interest if any, to the redemption date, subject to the rights of holders of notes on the relevant record date to receive interest due on the relevant interest payment date.

Except pursuant to the preceding two paragraphs, the notes will not be redeemable at NRG's option prior to September 1, 2015. NRG is not prohibited, however, from acquiring the notes in market transactions by means other than a redemption, whether pursuant to a tender offer or otherwise, assuming such action does not otherwise violate the indenture.

On or after September 1, 2015, NRG may on any one or more occasions redeem all or a part of the notes upon not less than 30 nor more than 60 days' notice, at the redemption prices (expressed as percentages of principal amount) set forth below plus accrued and unpaid interest on the notes redeemed, to the applicable redemption date, if redeemed during the twelve-month period beginning on September 1 of the years indicated below, subject to the rights of noteholders on the relevant record date to receive interest on the relevant interest payment date:

| Year | Percentage |
|---|---|
| 2015 | 104.125% |
| 2016 | 102.750% |
| 2017 | 101.375% |
| 2018 | 100.000% |
| and thereafter | 100.000% |

**Mandatory Redemption**

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

**Repurchase at the Option of Holders**

***Change of Control Triggering Event***

If a Change of Control Triggering Event occurs, each holder of notes will have the right to require NRG to repurchase all or any part (equal to $5,000 or an integral multiple of $5,000) of that holder's notes pursuant to a Change of Control Offer on the terms set forth in the indenture. In the Change of Control Offer, NRG will offer a Change of Control Payment in cash equal to 101% of the aggregate principal amount of the notes, plus accrued and unpaid interest on the notes to the date of purchase, subject to the rights of noteholders on the relevant record date to receive interest due on the relevant interest payment date. Within 30 days following any Change of Control Triggering Event, NRG will mail a notice to each holder describing the transaction or transactions that constitute the Change of Control and offering to repurchase notes on the Change of Control Payment Date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is mailed, pursuant to the procedures required by the indenture and described in such notice. NRG will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the notes as a result of a Change of Control. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control provisions of the indenture, NRG will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Change of Control provisions of the indenture by virtue of such compliance.

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

(1) accept for payment all notes or portions of notes properly tendered pursuant to the Change of Control Offer;

(2) deposit with the paying agent an amount equal to the Change of Control Payment in respect of all notes or portions of notes properly tendered; and

(3) deliver or cause to be delivered to the trustee the notes properly accepted together with an officers' certificate stating the aggregate principal amount of notes or portions of notes being purchased by NRG.

The paying agent will promptly mail to each holder of notes properly tendered the Change of Control Payment for the notes, and the trustee will promptly authenticate and mail (or cause to be transferred by book entry) to each holder a new note equal in principal amount to any unpurchased portion of the notes surrendered, if any; provided that each new note will be in a principal amount of $5,000 or an integral multiple of $5,000. NRG will publicly announce the results of the Change of Control Offer on or as soon as practicable after the Change of Control Payment Date.

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

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

NRG will not be required to make a Change of Control Offer upon a Change of Control Triggering Event if (1) a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in the indenture applicable to a Change of Control Offer made by NRG and purchases all notes properly tendered and not withdrawn under the Change of Control Offer, or (2) notice of redemption has been given pursuant to the indenture as described above under the caption "—Optional Redemption," unless and until there is a default in payment of the applicable redemption price. A Change in Control Offer may be made in advance of a Change of Control Triggering Event, with the obligation to pay and the timing of payment conditioned upon the occurrence of a Change of Control Triggering Event, if a definitive agreement to effect a Change of Control is in place at the time the Change of Control Offer is made.

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

***Asset Sales***

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

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

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

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

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

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

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

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

(1) to repay Indebtedness and other Obligations under a Credit Facility and, if such Indebtedness is revolving credit Indebtedness, to correspondingly reduce commitments with respect thereto;

(2) in the case of a sale of assets pledged to secure Indebtedness (including Capital Lease Obligations), to repay the Indebtedness secured by those assets;

(3) in the case of an Asset Sale by a Restricted Subsidiary that is not a Guarantor, to repay Indebtedness of a Restricted Subsidiary that is not a Guarantor (other than Indebtedness owed to NRG or another Restricted Subsidiary of NRG);

(4) to acquire all or substantially all of the assets of, or any Capital Stock of, another Person engaged primarily in a Permitted Business, if, after giving effect to any such acquisition of Capital Stock, such Person is or becomes a Restricted Subsidiary of NRG and a Guarantor;

(5) to make a capital expenditure;

(6) to acquire other assets that are not classified as current assets under GAAP and that are used or useful in a Permitted Business; or

(7) any combination of the foregoing.

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

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

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

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

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

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

**Selection and Notice**

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

No notes of $5,000 or less can be redeemed in part. Notices of redemption will be mailed by first class mail at least 30 but not more than 60 days before the redemption date to each holder of notes to be redeemed at its registered address, except that redemption notices may be mailed more than 60 days prior to a redemption date if the notice is issued in connection with a defeasance of the notes or a satisfaction and discharge of the indenture. Notices of redemption may not be conditional.

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

**Certain Covenants**

***Changes in Covenants When Notes Rated Investment Grade***

If on any date following the Issue Date:

(1) the rating assigned to the notes by each of S&P and Moody's is an Investment Grade Rating; and

(2) no Default or Event of Default shall have occurred and be continuing, then, beginning on that day and subject to the provisions of the following two paragraphs, the covenants in the indenture specifically listed under the following captions will be suspended as to the notes:

(a) "—Repurchase at the Option of Holders—Asset Sales;"

(b) "—Certain Covenants—Restricted Payments;"

(c) "—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock;"

(d) "—Certain Covenants—Dividend and Other Payment Restrictions Affecting Subsidiaries;"

(e) "—Certain Covenants—Designation of Restricted, Unrestricted and Excluded Project Subsidiaries;"

(f) "—Certain Covenants—Transactions with Affiliates;" and

(g) clause (4) of the covenant described below under the caption "—Certain Covenants—Merger, Consolidation or Sale of Assets."

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

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

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

***Restricted Payments***

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

(1) declare or pay any dividend or make any other payment or distribution on account of NRG's or any of its Restricted Subsidiaries' Equity Interests (including, without limitation, any payment in connection with any merger or consolidation involving NRG or any of its Restricted Subsidiaries) or to the direct or indirect holders of NRG's or any of its Restricted Subsidiaries' Equity Interests in their capacity as such (other than dividends or distributions payable in Equity Interests (other than Disqualified Stock) of NRG or to NRG or a Restricted Subsidiary of NRG);

(2) purchase, redeem or otherwise acquire or retire for value (including, without limitation, in connection with any merger or consolidation involving NRG) any Equity Interests of NRG or any direct or indirect parent of NRG (other than any such Equity Interests owned by NRG or any Restricted Subsidiary of NRG);

(3) make any payment on or with respect to, or purchase, redeem, defease or otherwise acquire or retire for value any Indebtedness of NRG or any Guarantor that is contractually subordinated to the notes or any Subsidiary Guarantee of the notes (excluding any intercompany Indebtedness between or among NRG and any of its Restricted Subsidiaries), except (a) a payment of interest or principal at the Stated Maturity thereof or (b) a payment, purchase, redemption, defeasance, acquisition or retirement of any subordinated Indebtedness in anticipation of satisfying a sinking fund obligation, principal installment or payment at final maturity, in each case due within one year of the date of payment, purchase, redemption, defeasance, acquisition or retirement; or

(4) make any Restricted Investment

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

(1) no Default or Event of Default has occurred and is continuing or would occur as a consequence of such Restricted Payment;

(2) on a pro forma basis after giving effect to such Restricted Payment and any transaction related thereto, the Debt to Cash Flow Ratio would not have exceeded 5.75 to 1.0; and

(3) such Restricted Payment, together with the aggregate amount of all other Restricted Payments made by NRG and its Restricted Subsidiaries since the Original Issue Date (excluding Restricted Payments permitted by clauses (2), (3), (4), (6), (7), (8), (9), (10) and (11) of the next succeeding paragraph), is less than the sum, without duplication, of:

(a) Consolidated Cash Flow of NRG, minus 140% of Consolidated Interest Expense of NRG, in each case for the period (taken as one accounting period) from March 31, 2009 to the end of NRG's most recently ended fiscal quarter for which financial statements are publicly available at the time of such Restricted Payment, plus

(b) 100% of the fair market value of any property or assets and the aggregate net cash proceeds in each case received by NRG or any of its Restricted Subsidiaries since the Original Issue Date in exchange for Qualifying Equity Interests or from the issue or sale of Qualifying Equity Interests (other than Disqualified Stock) or from the issue or sale of convertible or exchangeable Disqualified Stock or convertible or exchangeable debt securities of NRG that have been converted into or exchanged for such Qualifying Equity Interests (other than Qualifying Equity Interests (or Disqualified Stock or debt securities) sold to a Subsidiary of NRG), plus

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

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

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

The preceding provisions will not prohibit:

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

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

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

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

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

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

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

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

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

(10) so long as no Default has occurred and is continuing or would be caused thereby, upon the occurrence of a Change of Control Triggering Event or Asset Sale and after the completion of the offer to repurchase the notes as described above under the caption "—Repurchase at the Option of Holders—Change of Control Triggering Event" or "—Repurchase at the Option of Holders—Asset Sales," as applicable (including the purchase of all notes tendered), any purchase, defeasance, retirement, redemption or other acquisition of Indebtedness that is contractually

subordinated to the notes or any subsidiary guarantee required under the terms of such Indebtedness, or any Disqualified Stock, with, in the case of an Asset Sale, Net Proceeds, as a result of such Change of Control Triggering Event or Asset Sale; and

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

As of the Issue Date, the amount available for Restricted Payments under clause 3(a) of the second paragraph above was $1,680.0 million and the amount available for Restricted Payments under clause (11) above was $640.0 million.

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

***Incurrence of Indebtedness and Issuance of Preferred Stock***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

with the notes, then the guarantee shall be subordinated to the same extent as the Indebtedness guaranteed;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) the accreted value of the Indebtedness, in the case of any Indebtedness issued with original issue discount;

(2) the principal amount of the Indebtedness, in the case of any other Indebtedness; and

(3) in respect of Indebtedness of another Person secured by a Lien on the assets of the specified Person, the lesser of:

(a) the fair market value of such asset at the date of determination, and

(b) the amount of the Indebtedness of the other Person;

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

***Antilayering***

NRG will not incur, and will not permit any Guarantor to incur, any Indebtedness (including Permitted Debt) that is contractually subordinated in right of payment to any other Indebtedness of NRG or such Guarantor unless such Indebtedness is also contractually subordinated in right of payment to the notes and the applicable Guarantee on substantially identical terms; provided, however, that no Indebtedness will be deemed to be contractually subordinated in right of payment to any other

Indebtedness of NRG solely by virtue of being unsecured or by virtue of being secured on a first or junior Lien basis.

***Liens***

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

***Sale and Leaseback Transactions***

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

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

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

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

***Dividend and Other Payment Restrictions Affecting Subsidiaries***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

***Merger, Consolidation or Sale of Assets***

NRG may not, directly or indirectly: (1) consolidate or merge with or into another Person (whether or not NRG is the surviving corporation); or (2) sell, assign, transfer, convey or otherwise dispose of all or substantially all of the properties or assets of NRG and its Restricted Subsidiaries taken as a whole, in one or more related transactions, to another Person; unless:

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

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

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

(4) (i) NRG or the Person formed by or surviving any such consolidation or merger (if other than NRG), or to which such sale, assignment, transfer, conveyance or other disposition has been made will, on the date of such transaction after giving pro forma effect thereto and any related financing transactions as if the same had occurred at the beginning of the applicable four-quarter period, be permitted to incur at least $1.00 of additional Indebtedness pursuant to the Fixed

Charge Coverage Ratio test set forth in the first paragraph of the covenant described above under the caption "—Incurrence of Indebtedness and Issuance of Preferred Stock" or (ii) the Fixed Charge Coverage Ratio of NRG or the Person formed by or surviving any such consolidation or merger (if other than NRG) is greater after giving pro forma effect to such consolidation or merger and any related financing transactions as if the same had occurred at the beginning of the applicable four-quarter period than NRG's actual Fixed Charge Coverage Ratio for the period.

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

This "Merger, Consolidation or Sale of Assets" covenant will not apply to:

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

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

***Transactions with Affiliates***

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

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

(2) NRG delivers to the trustee:

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

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

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

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

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

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

(4) payment of directors' fees;

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

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

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

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

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

(10) transactions permitted by, and complying with, the provisions of the covenant described under "—Merger, Consolidation or Sale of Assets";

(11) transactions with customers, clients, suppliers, joint venture partners or purchasers or sellers of goods or services (including pursuant to joint venture agreements) in compliance with the terms of the indenture that are fair to NRG and its Restricted Subsidiaries, in the reasonable determination of a senior financial officer of NRG, or are on terms not materially less favorable taken as a whole as might reasonably have been obtained at such time from an unaffiliated party;

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

(13) loans or advances to employees or consultants;

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

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

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

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

transaction shall be fair and reasonable and beneficial to NRG and its Restricted Subsidiaries (taken as a whole) and consistent with Prudent Industry Practice;

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

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

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

***Additional Subsidiary Guarantees***

If,

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

- any Excluded Subsidiary that is a Domestic Subsidiary ceases to be an Excluded Subsidiary after the Issue Date, or
- any Domestic Subsidiary that does not Guarantee any other Indebtedness of NRG subsequently Guarantees other Indebtedness of NRG,

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

***Designation of Restricted, Unrestricted and Excluded Project Subsidiaries***

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

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

Officer of NRG may redesignate any Excluded Project Subsidiary to be a Restricted Subsidiary that is not an Excluded Project Subsidiary if that redesignation would not cause a Default.

***Payments for Consent***

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

**Reports**

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

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

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

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

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

In addition, NRG and the Guarantors agree that, for so long as any notes remain outstanding, at any time they are not required to file the reports required by the preceding paragraphs with the

Commission, they will furnish to the holders and to securities analysts and prospective investors, upon their request, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

**Events of Default and Remedies**

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

(1) default for 30 days in the payment when due of interest on the notes;

(2) default in payment when due of the principal of, or premium, if any, on the notes;

(3) failure by NRG or any of its Restricted Subsidiaries for 45 days after written notice given by the trustee or holders, to comply with any of the other agreements in the indenture;

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

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

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

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

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

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

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

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

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

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

(1) such holder has previously given the trustee notice that an Event of Default is continuing;

(2) holders of at least 25% in aggregate principal amount of the notes that are then outstanding have requested the trustee to pursue the remedy;

(3) such holders have offered the trustee reasonable security or indemnity against any loss, liability or expense;

(4) the trustee has not complied with such request within 60 days after the receipt thereof and the offer of security or indemnity; and

(5) holders of a majority in aggregate principal amount of notes that are then outstanding have not given the trustee a direction inconsistent with such request within such 60-day period.

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

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

**No Personal Liability of Directors, Officers, Employees and Stockholders**

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

***Legal Defeasance and Covenant Defeasance***

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

(1) the rights of holders of notes that are then outstanding to receive payments in respect of the principal of, or interest or premium on the notes when such payments are due from the trust referred to below;

(2) NRG's obligations with respect to the notes concerning issuing temporary notes, registration of notes, mutilated, destroyed, lost or stolen notes and the maintenance of an office or agency for payment and money for security payments held in trust;

(3) the rights, powers, trusts, duties and immunities of the trustee for the notes, and NRG's and the Guarantors' obligations in connection therewith; and

(4) the Legal Defeasance provisions of the indenture for the notes.

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

In order to exercise either Legal Defeasance or Covenant Defeasance:

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

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

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

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

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

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

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

**Amendment, Supplement and Waiver**

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

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

(1) reduce the principal amount of such notes whose holders must consent to an amendment, supplement or waiver;

(2) reduce the principal of or change the fixed maturity of any such note or alter the provisions with respect to the redemption of such notes (other than provisions relating to the covenants described above under the caption "—Repurchase at the Option of Holders");

(3) reduce the rate of or change the time for payment of interest on any such note;

(4) waive a Default or Event of Default in the payment of principal of, or interest or premium on such notes (except a rescission of acceleration of such notes by the holders of at least a majority in aggregate principal amount of such notes and a waiver of the payment default that resulted from such acceleration);

(5) make any such note payable in currency other than that stated in such notes;

(6) make any change in the provisions of the indenture relating to waivers of past Defaults or the rights of holders of such notes to receive payments of principal of, or interest or premium on such notes;

(7) waive a redemption payment with respect to any such note (other than a payment required by one of the covenants described above under the caption "—Repurchase at the Option of Holders"); or

(8) make any change in the preceding amendment and waiver provisions.

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

(1) to cure any ambiguity, defect or inconsistency;

(2) to provide for uncertificated notes in addition to or in place of certificated notes;

(3) to provide for the assumption of NRG's obligations to holders of notes in the case of a merger or consolidation or sale of all or substantially all of NRG's assets;

(4) to make any change that would provide any additional rights or benefits to the holders of notes or that does not adversely affect the legal rights under any indenture of any such holder;

(5) to comply with requirements of the Commission in order to effect or maintain the qualification of any indenture under the Trust Indenture Act;

(6) to conform the text of the indenture or the notes to any provision of this "Description of the Notes" to the extent that such provision in this "Description of the Notes" was intended to be a verbatim recitation of a provision of the indenture or the notes;

(7) to evidence and provide for the acceptance and appointment under the indenture of a successor trustee pursuant to the requirements thereof;

(8) to provide for the issuance of additional notes in accordance with the limitations set forth in the indenture as of the date hereof; or

(9) to allow any Guarantor to execute a supplemental indenture and/or a Subsidiary Guarantee with respect to the notes.

**Satisfaction and Discharge**

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

(1) either:

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

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

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

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

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

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

**Concerning the Trustee**

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

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

**Registration Rights; Special Interest**

The following description is a summary of the material provisions of the registration rights agreement. It does not restate that agreement in its entirety. We urge you to read the registration rights agreement in its entirety because it, and not this description, defines your registration rights as holders of the notes. See "Where You Can Find More Information" and "Incorporation by Reference."

NRG, the Guarantors and the initial purchasers entered into the registration rights agreement in connection with the closing of the offering of the Old Notes. Pursuant to the registration rights agreement, NRG and the Guarantors agreed to file with the SEC the Exchange Offer Registration Statement (as defined in the registration rights agreement) on the appropriate form under the Securities Act with respect to the Exchange Notes. Upon the effectiveness of the Exchange Offer Registration Statement, NRG and the Guarantors will offer to the holders of Registrable Securities pursuant to the Exchange Offer (as defined in the registration rights agreement) who are able to make certain representations the opportunity to exchange their Registrable Securities for Exchange Notes.

If:

(1) NRG and the Guarantors are not

(a) required to file the Exchange Offer Registration Statement; or

(b) permitted to consummate the Exchange Offer because the Exchange Offer is not permitted by applicable law or SEC policy; or

(2) any holder of Registrable Securities notifies NRG prior to the 20th business day following consummation of the Exchange Offer that:

(a) it is prohibited by law or SEC policy from participating in the Exchange Offer;

(b) it may not resell the Exchange Notes acquired by it in the Exchange Offer to the public without delivering a prospectus and the prospectus contained in the Exchange Offer Registration Statement is not appropriate or available for such resales; or

(c) it is a broker-dealer and owns notes acquired directly from NRG or an affiliate of NRG,

NRG and the Guarantors will file with the SEC a Shelf Registration Statement (as defined in the registration rights agreement) to cover resales of the notes by the holders of the notes who satisfy certain conditions relating to the provision of information in connection with the Shelf Registration Statement.

For purposes of the preceding, "Registrable Securities" means each note until the earliest to occur of:

(1) the date on which such note has been exchanged by a Person other than a broker-dealer for an Exchange Note in the Exchange Offer;

(2) following the exchange by a broker-dealer in the Exchange Offer of a note for an Exchange Note, the date on which such Exchange Note is sold to a purchaser who receives from such broker-dealer on or prior to the date of such sale a copy of the prospectus contained in the Exchange Offer Registration Statement;

(3) the date on which such note has been effectively registered under the Securities Act and disposed of in accordance with the Shelf Registration Statement; or

(4) the date on which such note is actually sold pursuant to Rule 144 under the Securities Act; provided that a note will not cease to be a Registrable Security for purposes of the Exchange Offer by virtue of this clause (4).

The registration rights agreement provides that:

(1) unless prohibited by applicable law or regulations of the SEC, NRG and the Guarantors will file an Exchange Offer Registration Statement with the SEC on or prior to 180 days after the closing of this offering;

(2) NRG and the Guarantors will use all commercially reasonable efforts to have the Exchange Offer Registration Statement declared effective by the SEC on or prior to 270 days after the closing of this offering;

(3) unless the Exchange Offer would not be permitted by applicable law or SEC policy, NRG and the Guarantors will:

(a) commence the Exchange Offer; and

(b) use all commercially reasonable efforts to issue on or prior to 30 business days, or longer, if required by applicable securities laws, after the date on which the Exchange Offer Registration Statement was declared effective by the SEC, Exchange Notes in exchange for all notes tendered prior thereto in the Exchange Offer; and

(4) if obligated to file the Shelf Registration Statement, NRG and the Guarantors will use all commercially reasonable efforts to file the Shelf Registration Statement with the SEC on or prior to 30 days after such filing obligation arises and to cause the Shelf Registration to be declared effective by the SEC on or prior to 90 days after such obligation arises.

If:

(1) NRG and the Guarantors fail to file any of the registration statements required by the registration rights agreement on or before the date specified for such filing;

(2) any of such registration statements is not declared effective by the SEC on or prior to the date specified for such effectiveness (the "Effectiveness Target Date");

(3) NRG and the Guarantors fail to consummate the Exchange Offer within 30 business days of the Effectiveness Target Date with respect to the Exchange Offer Registration Statement; or

(4) the Shelf Registration Statement or the Exchange Offer Registration Statement is declared effective but thereafter ceases to be effective or usable in connection with resales of Entitled Securities during the periods specified in the registration rights agreement (each such event referred to in clauses (1) through (4) above, a "Registration Default"),

then NRG and the Guarantors will pay Special Interest to each holder of Registrable Securities until all Registration Defaults have been cured.

With respect to the first 90-day period immediately following the occurrence of the first Registration Default, Special Interest will be paid in an amount equal to 0.25% per annum of the principal amount of Registrable Securities outstanding. The amount of the Special Interest will increase by an additional 0.25% per annum with respect to each subsequent 90-day period until all Registration Defaults have been cured, up to a maximum amount of Special Interest for all Registration Defaults of 1.0% per annum of the principal amount of the Registrable Securities outstanding.

All accrued Special Interest will be paid by NRG and the Guarantors on the next scheduled interest payment date to DTC or its nominee by wire transfer of immediately available funds or by federal funds check and to holders of Certificated Notes by wire transfer to the accounts specified by them or by mailing checks to their registered addresses if no such accounts have been specified.

Following the cure of all Registration Defaults, the accrual of Special Interest will cease.

Holders of notes will be required to make certain representations to NRG (as described in the registration rights agreement) in order to participate in the Exchange Offer and will be required to deliver certain information to be used in connection with the Shelf Registration Statement and to provide comments on the Shelf Registration Statement within the time periods set forth in the registration rights agreement in order to have their notes included in the Shelf Registration Statement and benefit from the provisions regarding Special Interest set forth above. By acquiring Registrable Securities, a holder will be deemed to have agreed to indemnify NRG and the Guarantors against certain losses arising out of information furnished by such holder in writing for inclusion in any Shelf Registration Statement. Holders of notes will also be required to suspend their use of the prospectus included in the Shelf Registration Statement under certain circumstances upon receipt of written notice to that effect from NRG.

**Certain Definitions**

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

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

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

(2) Indebtedness secured by a Lien encumbering any asset acquired by such specified Person.

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

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

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

(1) 1.0% of the principal amount of such note; or

(2) the excess of:

(A) the present value at such redemption date of (i) the redemption price of such note at September 1, 2015 (such redemption price being set forth in the table appearing above under the caption "—Optional Redemption") plus (ii) all required interest payments due on the note through September 1, 2015 (excluding accrued but unpaid interest to the redemption date), computed using a discount rate equal to the Treasury Rate as of such redemption date plus 50 basis points; over

(B) the principal amount of the note.

"Asset Sale" means:

(1) the sale, lease (other than an operating lease), conveyance or other disposition of any assets or rights; provided that the sale, conveyance or other disposition of all or substantially all of the assets of NRG and its Restricted Subsidiaries taken as a whole will be governed by the provisions of the indenture described above under the caption "—Repurchase at the Option of Holders—Change of Control Triggering Event" and/or the provisions described above under the caption "—Certain Covenants—Merger, Consolidation or Sale of Assets" and not by the provisions of the covenant described above under the caption "—Repurchase at the Option of Holders—Asset Sales;" and

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

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

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

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

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

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

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

(6) the licensing of intellectual property;

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

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

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

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

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

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

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

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

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

"Board of Directors" means:

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

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

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

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

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

"Capital Stock" means:

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

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

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

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

"Cash Equivalents" means:

(1) United States dollars, Euros or, in the case of any Foreign Subsidiary, any local currencies held by it from time to time;

(2) (i) securities issued or directly and fully guaranteed or insured by the United States government or any agency or instrumentality of the United States government (provided that the full faith and credit of the United States is pledged in support of those securities) and (ii) debt obligations issued by the Government National Mortgage Association, Farm Credit System, Federal Home Loan Banks, Federal Home Loan Mortgage Corporation, Financing Corporation and Resolution Funding Corporation, in each case, having maturities of not more than 12 months from the date of acquisition;

(3) certificates of deposit and eurodollar time deposits with maturities of six months or less from the date of acquisition, bankers' acceptances with maturities not exceeding 12 months and overnight bank deposits, in each case, with any domestic commercial bank having capital and surplus in excess of $500.0 million and whose long-term debt, or whose parent company's long-term debt, has a rating of A2 or higher from Moody's and A or higher from S&P or, if Moody's and S&P do not rate the relevant bank, an equivalent rating issued by an equivalent non-U.S. rating agency, if any;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(9) all items classified as extraordinary, unusual or nonrecurring non-cash losses or charges (including, without limitation, severance, relocation and other restructuring costs), and related tax

effects according to GAAP to the extent such non-cash charges or losses were deducted in computing such Consolidated Net Income; plus

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

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

(12) interest income for such period;

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

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

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

(1) the Net Income of any Person that is not a Restricted Subsidiary or that is accounted for by the equity method of accounting will be included only to the extent of the amount of dividends or similar distributions (including pursuant to other intercompany payments but excluding Concurrent Cash Distributions) paid in cash to the specified Person or a Restricted Subsidiary of the Person;

(2) for purposes of the covenant described above under the caption "—Certain Covenants—Restricted Payments" only, the Net Income of any Restricted Subsidiary will be excluded to the extent that the declaration or payment of dividends or similar distributions by that Restricted Subsidiary of that Net Income is not at the date of determination permitted without any prior

governmental approval (that has not been obtained) or, directly or indirectly, by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to that Restricted Subsidiary or its stockholders;

(3) the cumulative effect of a change in accounting principles will be excluded;

(4) any net after-tax non-recurring or unusual gains, losses (less all fees and expenses relating thereto) or other charges or revenue or expenses (including, without limitation, relating to severance, relocation and one-time compensation charges) shall be excluded;

(5) any non-cash compensation expense recorded from grants of stock appreciation or similar rights, stock options, restricted stock or other rights to officers, directors or employees shall be excluded, whether under FASB 123R or otherwise;

(6) any net after-tax income (loss) from disposed or discontinued operations and any net after-tax gains or losses on disposal of disposed or discontinued operations shall be excluded;

(7) any gains or losses (less all fees and expenses relating thereto) attributable to asset dispositions shall be excluded; and

(8) any impairment charge or asset write-off pursuant to Financial Accounting Statement No. 142 and No. 144 or any successor pronouncement shall be excluded.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Equity Offering" means a sale of Capital Stock (other than Disqualified Stock) of NRG pursuant to (1) a public offering or (2) a private placement to Persons who are not Affiliates of NRG.

"ERCOT" means the Electric Reliability Council of Texas.

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

"Excluded Foreign Subsidiary" means, at any time, any Foreign Subsidiary that is (or is treated as) for United States federal income tax purposes either (1) a corporation or (2) a pass-through entity owned directly or indirectly by another Foreign Subsidiary that is (or is treated as) a corporation; provided that notwithstanding the foregoing, the following entities will be deemed to be "Excluded Foreign Subsidiaries": Sterling Luxembourg (No. 4) S.a.r.l., NRG Pacific Corporate Services Pty Ltd. and Tosli Acquisition B.V. and any subsidiary of Tosli Acquisition BV incorporated or formed in connection with the Itiquira Refinancing.

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

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

(2) the sale of up to $50.0 million of assets per year,

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

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

(a) each Subsidiary of NRG that is an obligor or otherwise bound with respect to Non-Recourse Debt on the Issue Date,

(b) any Person that becomes a Subsidiary of NRG after the Issue Date that is an obligor or otherwise bound with respect to Indebtedness that constitutes Non-Recourse Debt and that is not an obligor with respect to any other Indebtedness,

(c) any Person that is a Subsidiary of NRG on the Issue Date or any Person that becomes a Subsidiary of NRG after the Issue Date and that, in each case, has been designated, by a certificate executed by a Responsible Officer of NRG, as an Excluded Project Subsidiary dedicated to constructing or acquiring power generation facilities or related or ancillary assets or properties that are to be financed only with equity contributions and Non-Recourse Debt (and not any other Indebtedness), and

(d) any Subsidiary of NRG that (i) has been released as a Guarantor under the indenture pursuant to clause (7) of the third paragraph under the heading "Subsidiary Guarantees" or (ii), in the case of newly acquired or formed Subsidiaries, is not otherwise required to execute a Guarantee under the indenture as set forth under the heading "Additional Subsidiary Guarantees."

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

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

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

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

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

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

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

"Facility" means a power or energy related facility.

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

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

proceeds therefrom, as if the same had occurred at the beginning of the applicable four-quarter reference period.

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

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

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

(3) the Fixed Charges attributable to discontinued operations, as determined in accordance with GAAP, and operations or businesses (and ownership interests therein) disposed of prior to the Calculation Date, will be excluded, but only to the extent that the obligations giving rise to such Fixed Charges will not be obligations of the specified Person or any of its Restricted Subsidiaries following the Calculation Date;

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

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

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

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

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

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

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

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

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

(5) interest income for such period.

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

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

"GAAP" means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as have been approved by a significant segment of the accounting profession, which are in effect from time to time; provided, however, that if any operating lease would be recharacterized as a capital lease due to changes in the accounting treatment of such operating lease under GAAP since the Issue Date, then solely with respect to the accounting treatment of any such lease, GAAP shall be interpreted as it was in effect on the Issue Date.

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

"Guarantors" means each of:

(1) NRG's Restricted Subsidiaries other than the Excluded Foreign Subsidiaries, the Excluded Project Subsidiaries, and the Immaterial Subsidiaries; and

(2) any other Restricted Subsidiary that executes a Subsidiary Guarantee in accordance with the provisions of the indenture;

and their respective successors and assigns.

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

"Governmental Authority" shall mean any nation or government, any state, province, territory or other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or

administrative functions of or pertaining to government, or any non-governmental authority regulating the generation and/or transmission of energy.

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

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

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

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

(2) (i) agreements or arrangements designed to protect such Person against fluctuations in currency exchange, interest rates, commodity prices or commodity transportation or transmission pricing or availability, including but not limited to the Goldman Sachs Hedge Agreement; (ii) any netting arrangements, power purchase and sale agreements, fuel purchase and sale agreements, swaps, options and other agreements, in each case, that fluctuate in value with fluctuations in energy, power or gas prices; and (iii) agreements or arrangements for commercial or trading activities with respect to the purchase, transmission, distribution, sale, lease or hedge of any energy related commodity or service.

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

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

(1) in respect of borrowed money;

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

(3) in respect of banker's acceptances;

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

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

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

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

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

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

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

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

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

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

"Issue Date" means August 20, 2010.

"Itiquira" shall mean Itiquira Energetica S.A.

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

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

"Lien" means, with respect to any asset:

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

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

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

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

"Mark-to-Market Adjustments" means:

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

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

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

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

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

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

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

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

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

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

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

(1) any gain or loss, together with any related provision for taxes on such gain or loss, realized in connection with: (a) any Asset Sale (without giving effect to the threshold provided for in the definition thereof); or (b) the disposition of any securities by such Person or any of its Restricted Subsidiaries or the extinguishment of any Indebtedness of such Person or any of its Restricted Subsidiaries; and

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

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

"Non-Recourse Debt" means Indebtedness:

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

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

on such other Indebtedness or cause the payment of such other Indebtedness to be accelerated or payable prior to its Stated Maturity; and

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

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

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

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

"Original Issue Date" means June 5, 2009.

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

"Permitted Investments" means:

(1) any Investment in NRG or in a Restricted Subsidiary of NRG that is a Guarantor;

(2) any Investment in an Immaterial Subsidiary;

(3) any Investment in an Excluded Foreign Subsidiary for so long as the Excluded Foreign Subsidiaries do not collectively own more than 20% of the consolidated assets of NRG as of the most recent fiscal quarter end for which financial statements are publicly available;

(4) any issuance of letters of credit to support the obligations of any of the Excluded Subsidiaries;

(5) any Investment in Cash Equivalents (and, in the case of Excluded Subsidiaries only, Cash Equivalents or other liquid investments permitted under any Credit Facility to which it is a party);

(6) any Investment by NRG or any Restricted Subsidiary of NRG in a Person, if as a result of such Investment:

(a) such Person becomes a Restricted Subsidiary of NRG and a Guarantor or an Immaterial Subsidiary; or

(b) such Person is merged, consolidated or amalgamated with or into, or transfers or conveys substantially all of its assets to, or is liquidated into, NRG or a Restricted Subsidiary of NRG that is a Guarantor;

(7) any Investment made as a result of the receipt of non-cash consideration from an Asset Sale that was made pursuant to and in compliance with the covenant described above under the caption "—Repurchase at the Option of Holders—Asset Sales";

(8) Investments made as a result of the sale of Equity Interests of any Person that is a Subsidiary of NRG such that, after giving effect to any such sale, such Person is no longer a Subsidiary of NRG, if the sale of such Equity Interests constitutes an Asset Sale and the Net Proceeds received from such Asset Sale are applied as set forth above under the caption "—Repurchase at the Option of Holders—Asset Sales";

(9) Investments to the extent made in exchange for the issuance of Equity Interests (other than Disqualified Stock) of NRG;

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

(11) Investments represented by Hedging Obligations;

(12) loans or advances to employees;

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

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

(15) negotiable instruments held for deposit or collection;

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

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

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

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

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

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

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

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

"Permitted Liens" means:

(1) Liens on assets of NRG or any Guarantor securing Indebtedness and other Obligations under Credit Facilities, in an aggregate principal amount not exceeding, on the date of the creation of such Liens, the greater of (a) 30.0% of Total Assets or (b) $6.0 billion less the aggregate amount of all repayments, optional or mandatory, of the principal of any term Indebtedness under a Credit Facility that have been made by NRG or any of its Restricted Subsidiaries since the Issue Date with the Net Proceeds of Asset Sales (other than Excluded Proceeds) and less, without duplication, the aggregate amount of all repayments or commitment reductions with respect to any revolving credit borrowings under a Credit Facility that have been made by NRG or any of its Restricted Subsidiaries since the Issue Date as a result of the application of the Net Proceeds of Asset Sales (other than Excluded Proceeds) in accordance with the covenant described above under the caption "—Repurchase at the Option of Holders—Asset Sales" (excluding temporary reductions in revolving credit borrowings as contemplated by that covenant);

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

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

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

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

(6) Liens to secure obligations to vendors or suppliers covering the assets sold or supplied by such vendors or suppliers, including Liens to secure Indebtedness or other obligations (including Capital Lease Obligations) permitted by clauses (4), (13), (20) and (21) of the second paragraph of

the covenant entitled "—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock" covering only the assets acquired with or financed by such Indebtedness;

(7) Liens existing on the Issue Date;

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

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

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

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

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

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

(b) the Indebtedness secured by the new Lien is not increased to any amount greater than the sum of (x) the outstanding principal amount or, if greater, committed amount, of the Permitted Referencing Indebtedness and (y) an amount necessary to pay any fees and expenses, including premiums, related to such refinancings, refunding, extension, renewal or replacement;

(13) Liens incurred or deposits made in connection with workers' compensation, unemployment insurance and other types of social security;

(14) Liens encumbering deposits made to secure obligations arising from statutory, regulatory, contractual or warranty requirements of NRG or any of its Restricted Subsidiaries, including rights of offset and set-off;

(15) leases or subleases granted to others that do not materially interfere with the business of NRG and its Restricted Subsidiaries;

(16) statutory Liens arising under ERISA;

(17) Liens on property (including Capital Stock) existing at the time of acquisition of the property by NRG or any Subsidiary of NRG; provided that such Liens were in existence prior to, such acquisition, and not incurred in contemplation of, such acquisition;

(18) Liens arising from Uniform Commercial Code financing statements filed on a precautionary basis in respect of operating leases intended by the parties to be true leases (other than any such leases entered into in violation of the indenture);

(19) Liens on assets and Equity Interests of a Subsidiary that is an Excluded Subsidiary;

(20) Liens granted in favor of Xcel pursuant to the Xcel Indemnification Agreements as in effect on the Issue Date held by Xcel thereunder;

(21) Liens to secure Indebtedness or other obligations incurred to finance Necessary Capital Expenditures that encumber only the assets purchased, installed or otherwise acquired with the proceeds of such Indebtedness;

(22) Liens to secure Environmental CapEx Debt that encumber only the assets purchased, installed or otherwise acquired with the proceeds of such Environmental CapEx Debt;

(23) Liens on assets or securities deemed to arise in connection with the execution, delivery or performance of contracts to sell such assets or stock otherwise permitted under the indenture;

(24) any Liens resulting from restrictions on any Equity Interest or undivided interests, as the case may be, of a Person providing for a breach, termination or default under any joint venture, stockholder, membership, limited liability company, partnership, owners', participation or other similar agreement between such Person and one or more other holders of Equity Interests or undivided interests of such Person, as the case may be, if a security interest or Lien is created on such Equity Interest or undivided interest, as the case may be, as a result thereof;

(25) Liens resulting from any customary provisions limiting the disposition or distribution of assets or property (including without limitation Equity Interests) or any related restrictions thereon in joint venture, partnership, membership, stockholder and limited liability company agreements, asset sale agreements, sale-leaseback agreements, stock sale agreements and other similar agreements, including owners', participation or similar agreements governing projects owned through an undivided interest; provided, however, that any such limitation is applicable only to the assets that are the subjects of such agreements;

(26) those Liens or other exceptions to title, in either case on or in respect of any facility of NRG or any Subsidiary, arising as a result of any shared facility agreement entered into after the closing date with respect to such facility, except to the extent that any such Liens or exceptions, individually or in the aggregate, materially adversely affect the value of the relevant property or materially impair the use of the relevant property in the operation of the business of NRG or such Subsidiary;

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

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

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

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

(1) the principal amount (or accreted value, if applicable) of such Permitted Refinancing Indebtedness does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness extended, refinanced, renewed, replaced, defeased or refunded (plus all accrued

interest on the Indebtedness and the amount of all expenses and premiums incurred in connection therewith);

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

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

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

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

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

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

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

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

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

"Qualifying Equity Interests" means Equity Interests of NRG other than (1) Disqualified Stock; (2) Equity Interests that were used to support an incurrence of Contribution Indebtedness and (3) Equity Interests sold in an Equity Offering prior to the third anniversary of the Issue Date that are eligible to be used to support an optional redemption of notes pursuant to the "Optional Redemption" provisions of the indenture.

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

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

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

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

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

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

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

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

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

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

(2) any partnership (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).

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

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

"Total Debt" means, as of any date of determination, the aggregate principal amount of Indebtedness of NRG and its Restricted Subsidiaries (other than Excluded Project Subsidiaries)

outstanding on such date, determined on a consolidated basis in accordance with GAAP, net of any cash and Cash Equivalents on deposit in a blocked account with one or more financial institutions as collateral to secure outstanding Indebtedness (including letters of credit) of NRG or its Restricted Subsidiaries, which account is subject to the control of the lender (including any letter of credit issuer) of such Indebtedness or its affiliates or any agent or trustee with respect to such Indebtedness; provided that (1) Total Debt will include only the amount of payments that NRG or any of its Restricted Subsidiaries (other than Excluded Project Subsidiaries) would be required to make, on the date Total Debt is being determined, in the event of any early termination or similar event on such date of determination and (2) for the avoidance of doubt, Total Debt will not include the undrawn amount of any outstanding letters of credit.

"Treasury Rate" means, as of any redemption date, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two business days prior to the redemption date (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from the redemption date to September 1, 2015; provided, however, that if the period from the redemption date to September 1, 2015 is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used.

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

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

(1) has no Indebtedness other than Non-Recourse Debt;

(2) except as permitted by the covenant described above under the caption "—Certain Covenants—Affiliate Transactions," is not party to any agreement, contract, arrangement or understanding with NRG or any Restricted Subsidiary of NRG unless the terms of any such agreement, contract, arrangement or understanding are no less favorable to NRG or such Restricted Subsidiary than those that might be obtained at the time from Persons who are not Affiliates of NRG;

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

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

Any designation of a Subsidiary of NRG as an Unrestricted Subsidiary will be evidenced to the trustee by filing with the trustee a certified copy of the certificate executed by a Responsible Officer of NRG giving effect to such designation and certifying that such designation complied with the conditions described above under the caption "—Certain Covenants—Designation of Restricted, Unrestricted and Excluded Project Subsidiaries" and was permitted by the covenant described above under the caption "—Certain Covenants—Restricted Payments." If, at any time, any Unrestricted Subsidiary fails to meet the requirements as an Unrestricted Subsidiary, it will thereafter cease to be an Unrestricted Subsidiary for purposes of the indenture and any Indebtedness of such Subsidiary will be deemed to be incurred by a Restricted Subsidiary of NRG as of such date and, if such Indebtedness is not permitted to be

incurred as of such date under the covenant described under the caption "—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock," NRG will be in default of such covenant. NRG may at any time designate any Unrestricted Subsidiary to be a Restricted Subsidiary; provided that such designation will be deemed to be an incurrence of Indebtedness by a Restricted Subsidiary of NRG of any outstanding Indebtedness of such Unrestricted Subsidiary and such designation will only be permitted if (1) such Indebtedness is permitted under the covenant described under the caption "—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock," calculated on a pro forma basis as if such designation had occurred at the beginning of the four-quarter reference period; and (2) no Default or Event of Default would be in existence following such designation.

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

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

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

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

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

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

## BOOK ENTRY, DELIVERY AND FORM

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

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

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

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

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

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

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

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

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

Certificated Securities

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

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

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

## CERTAIN FEDERAL INCOME TAX CONSEQUENCES

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

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

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

**Consequences of Tendering Old Notes**

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

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

## PLAN OF DISTRIBUTION

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

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

We have agreed to make this prospectus, as amended or supplemented, available to any broker-dealer to use in connection with any such resale for a period of at least 180 days after the expiration date. In addition, until (90 days after the date of this prospectus), all broker-dealers effecting transactions in the Exchange Notes may be required to deliver a prospectus.

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

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

These resales may be made:

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

Any such resale may be made directly to purchasers or to or through brokers or dealers. Brokers or dealers may receive compensation in the form of commissions or concessions from any such broker-dealer or the purchasers of any such Exchange Notes. An "underwriter" within the meaning of the Securities Act includes:

- any broker-dealer that resells Exchange Notes that were received by it for its own account pursuant to the exchange offer; or
- any broker or dealer that participates in a distribution of such Exchange Notes.

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

For a period of not less than 180 days after the expiration of the exchange offer we will promptly send additional copies of this prospectus and any amendment or supplement to this prospectus to any broker-dealer that requests those documents in the letter of transmittal. We have agreed to pay all expenses incident to performance of our obligations in connection with the exchange offer, other than commissions or concessions of any brokers or dealers. We will indemnify the holders of the Exchange Notes (including any broker-dealers) against certain liabilities, including liabilities under the Securities Act, and will contribute to payments that they may be required to make in request thereof.

## LEGAL MATTERS

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

## EXPERTS

The consolidated financial statements and schedule of NRG Energy, Inc. as of December 31, 2009 and 2008, and for each of the years in the three-year period ended December 31, 2009, and management's assessment of the effectiveness of internal control over financial reporting as of December 31, 2009 have been incorporated by reference herein and in the registration statement for $1,100,000,000 8.25% Senior Notes due in 2020 Series B on Form S-4 in reliance upon the reports of KPMG LLP, independent registered public accounting firm, incorporated by reference herein, and upon the authority of said firm as experts in accounting and auditing.

# NRG Energy, Inc.

## Exchange Offer for
## $1,100,000,000
## 8.25% Senior Notes due 2020

**PRELIMINARY PROSPECTUS**

**, 2010**

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

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

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

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

## PART II

## INFORMATION NOT REQUIRED IN PROSPECTUS

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

***Delaware***

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

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

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

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

- Section 3 of Article FIVE provides that the Company may purchase and maintain insurance on its own behalf and on behalf of any person who is or was a director, officer, employee or agent of the Company against any expense, liability or loss asserted against him or her and incurred by him or her in any such capacity, whether or not the Company would have the power to indemnify such person against such expenses, liability or loss under the DGCL.

- Section 5 of Article FIVE provides that the rights to indemnification conferred in Article FIVE of our by-laws and in our certificate of incorporation shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, by-law, agreement, vote of stockholders or disinterested directors or otherwise.

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

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

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

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

The limited liability company agreements of each of Arthur Kill Power LLC, Astoria Gas Turbine Power LLC, Big Cajun II Unit 4 LLC, Commonwealth Atlantic Power LLC, Conemaugh Power LLC, Connecticut Jet Power LLC, Devon Power LLC, Dunkirk Power LLC, Huntley IGCC LLC, Huntley Power LLC, Indian River Power LLC, Keystone Power LLC, Middletown Power LLC, Montville Power LLC, NEO Chester-Gen LLC, NEO Freehold-Gen LLC, Norwalk Power LLC, NRG Bayou Cove LLC, NRG California Peaker Operations LLC, NRG International LLC, NRG New Jersey Energy Sales LLC, NRG New Roads Holdings LLC, NRG Rocky Road LLC, NRG South Central Generating LLC, NRG West Coast LLC, Oswego Harbor Power LLC, Saguaro Power LLC, San Juan Mesa Wind Project II, LLC, Somerset Power LLC and Vienna Power LLC provide, to the fullest extent permitted under Delaware law, that the companies may indemnify any member, manager, officer, employee or agent of the companies from and against any and all claims and demands arising by reason of the fact that such person is, or was, a member, manager, officer, employee or agent of the companies, provided the person acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of the company.

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

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

manner reasonably believed to be within the scope of the authority conferred on such member or officer by the limited liability company agreement.

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

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

***California***

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

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

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

***Minnesota***

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

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

***Texas***

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

permitted by common law and (3) purchase and maintain insurance or another arrangement on behalf of directors and such other persons identified in (1) against any liability asserted against him and incurred by him in such a capacity or arising out of his status as such a person.

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

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

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

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

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

**Item 21. Exhibits.**

Reference is made to the attached Exhibit Index.

**Item 22. Undertakings.**

(a) Each of the undersigned registrants hereby undertakes:

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

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

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed

that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

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

*provided, however,* that paragraphs (a)(1)(i), (a)(1)(ii) and (a)(1)(iii) of this section do not apply if information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to section 13 or section 15(d) of the Exchange Act that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement.

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

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

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

(i) Each prospectus filed by the registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; 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 shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date.

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

the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

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

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

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

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

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

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

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Energy, Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

NRG ENERGY, INC.

By: /s/ DAVID CRANE

Name: David Crane
Title: *President and Chief Executive Officer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer (principal accounting officer) |
| /s/ HOWARD E. COSGROVE<br>Howard E. Cosgrove | Chairman of the Board of Directors |
| /s/ JOHN. F. CHLEBOWSKI<br>John. F. Chlebowski | Director |

| Signature | Title |
|---|---|
| /s/ LAWRENCE S. COBEN | |
| Lawrence S. Coben | Director |
| /s/ STEPHEN L. CROPPER | |
| Stephen L. Cropper | Director |
| /s/ WILLIAM E. HANTKE | |
| William E. Hantke | Director |
| /s/ PAUL W. HOBBY | |
| Paul W. Hobby | Director |
| /s/ GERALD LUTERMAN | |
| Gerald Luterman | Director |
| /s/ KATHLEEN A. MCGINTY | |
| Kathleen A. McGinty | Director |
| /s/ ANNE C. SCHAUMBURG | |
| Anne C. Schaumburg | Director |
| /s/ HERBERT H. TATE | |
| Herbert H. Tate | Director |
| /s/ THOMAS H. WIEDEMEYER | |
| Thomas H. Wiedemeyer | Director |
| /s/ WALTER R. YOUNG | |
| Walter R. Young | Director |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Arthur Kill Power LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

ARTHUR KILL POWER LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| NRG ENERGY, INC.<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Vice President and Treasurer* | Sole Member |

**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, December 21, 2010.

ASTORIA GAS TURBINE POWER LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| NRG ENERGY, INC.<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Vice President and Treasurer* | Sole Member |

Table of Contents

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Berrians I 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, 2010.

BERRIANS I GAS TURBINE POWER LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| NRG ENERGY, INC.<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Vice President and Treasurer* | Sole Member |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Big Cajun II Unit 4 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, 2010.

BIG CAJUN II UNIT 4 LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| NRG SOUTH CENTRAL GENERATING LLC<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Treasurer* | Sole Member |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Cabrillo Power I LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

CABRILLO POWER I LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| WEST COAST POWER LLC<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Treasurer* | Sole Member |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Cabrillo Power II LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

CABRILLO POWER II LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| WEST COAST POWER LLC<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Treasurer* | Sole Member |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Carbon Management Solutions LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

CARBON MANAGEMENT SOLUTIONS LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Vice President and Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| NRG ENERGY, INC.<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Vice President and Treasurer* | Sole Member |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Clean Edge Energy LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

CLEAN EDGE ENERGY LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Vice President and Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| NRG POWER MARKETING LLC<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Vice President and Treasurer* | Sole Member |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Conemaugh Power LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

CONEMAUGH POWER LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| NRG ENERGY, INC.<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Vice President and Treasurer* | Sole Member |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Connecticut Jet Power LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

CONNECTICUT JET POWER LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| NRG ENERGY, INC.<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Vice President and Treasurer* | Sole Member |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Cottonwood Development LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

COTTONWOOD DEVELOPMENT LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Vice President and Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| NRG SOUTH CENTRAL GENERATING LLC<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Vice President and Treasurer* | Sole Member |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Cottonwood Generating III LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

COTTONWOOD GENERATING PARTNERS III LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Vice President and Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| COTTONWOOD DEVELOPMENT LLC<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Vice President and Treasurer* | Sole Member |

Table of Contents

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Cottonwood Generating Partners I LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

COTTONWOOD GENERATING
PARTNERS I LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Vice President and Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| COTTONWOOD DEVELOPMENT LLC<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Vice President and Treasurer* | Sole Member |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Cottonwood Generating Partners II LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

COTTONWOOD GENERATING
PARTNERS II LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Vice President and Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| COTTONWOOD DEVELOPMENT LLC<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Vice President and Treasurer* | Sole Member |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Cottonwood Energy Company LP, a Delaware limited partnership, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

COTTONWOOD ENERGY COMPANY LP

By: Cottonwood Generating Partners I LLC,
its General Partner

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Vice President and Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| COTTONWOOD GENERATING PARTNERS I LLC<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Vice President and Treasurer* | Sole Member |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Cottonwood Technology Partners LP, a Delaware limited partnership, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

COTTONWOOD TECHNOLOGY PARTNERS LP

By: Cottonwood Generating Partners I, LLC, its General Partner

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Vice President and Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| COTTONWOOD GENERATING PARTNERS I LLC<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Vice President and Treasurer* | Sole Member |

**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, 2010.

DEVON POWER LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| NRG ENERGY, INC.<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Vice President and Treasurer* | Sole Member |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Dunkirk Power LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

DUNKIRK POWER LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| NRG ENERGY, INC.<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Vice President and Treasurer* | Sole Member |

**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, 2010.

EASTERN SIERRA ENERGY COMPANY

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| /s/ M. STEPHEN HOFFMANN<br>M. Stephen Hoffmann | Director |
| /s/ DAVID LLOYD<br>David Lloyd | Director |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, El Segundo Power, LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

EL SEGUNDO POWER, LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| WEST COAST POWER LLC<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Treasurer* | Sole Member |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, El Segundo Power II LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

EL SEGUNDO POWER II LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| WEST COAST POWER LLC<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Treasurer* | Sole Member |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Elbow Creek Wind Project LLC, a Texas limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

ELBOW CREEK WIND PROJECT LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Vice President and Controller*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| NRG WIND DEVELOPMENT COMPANY LLC<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Treasurer* | Sole Member |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, GCP Funding Company, LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

GCP FUNDING COMPANY, LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Management Board Member*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| NRG TEXAS LLC<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Vice President and Treasurer* | Sole Member |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Green Mountain Energy Company, a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

GREEN MOUNTAIN ENERGY COMPANY

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Vice President and Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

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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, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| /s/ JOHN RAGAN<br>John Ragan | Director |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Huntley IGCC 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, 2010.

HUNTLEY IGCC LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| NRG ENERGY, INC.<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Vice President and Treasurer* | Sole Member |

**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, 2010.

HUNTLEY POWER LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| NRG ENERGY, INC.<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Vice President and Treasurer* | Sole Member |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Indian River IGCC 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, 2010.

INDIAN RIVER IGCC LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| NRG ENERGY, INC.<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Vice President and Treasurer* | Sole Member |

**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, 2010.

INDIAN RIVER OPERATIONS INC.

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| /s/ MICHAEL R. BRAMNICK<br>Michael R. Bramnick | Sole Director |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Indian River Power LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

INDIAN RIVER POWER LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| NRG ENERGY, INC.<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Vice President and Treasurer* | Sole Member |

**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, 2010.

JAMES RIVER POWER LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| NRG ENERGY, INC.<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Vice President and Treasurer* | Sole Member |

**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, 2010.

KEYSTONE POWER LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| NRG ENERGY, INC.<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Vice President and Treasurer* | Sole Member |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Langford Wind Power, LLC, a Texas limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

LANGFORD WIND POWER, LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Vice President and Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| NRG WIND DEVELOPMENT COMPANY LLC<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Treasurer* | Sole Member |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Louisiana Generating LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

LOUISIANA GENERATING LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| NRG SOUTH CENTRAL GENERATING LLC<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Treasurer* | Sole Member |

**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, 2010.

MIDDLETOWN POWER LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| NRG ENERGY, INC.<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Vice President and Treasurer* | Sole Member |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Montville IGCC 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, 2010.

MONTVILLE IGCC LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| NRG ENERGY, INC.<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Vice President and Treasurer* | Sole Member |

**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, 2010.

MONTVILLE POWER LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| NRG ENERGY, INC.<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Vice President and Treasurer* | Sole Member |

**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, 2010.

NEO CORPORATION

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| /s/ ROBERT MARTIN HENRY<br>Robert Martin Henry | Sole Director |

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NEO Freehold-Gen LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

NEO FREEHOLD-GEN LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

## POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| NEO CORPORATION<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Treasurer* | 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, 2010.

NEO POWER SERVICES INC.

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| /s/ ROBERT MARTIN HENRY<br>Robert Martin Henry | Sole Director |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, New Genco GP, LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

NEW GENCO GP, LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Vice President and Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| NRG TEXAS LLC<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Vice President and Treasurer* | Sole Member |

**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, 2010.

NORWALK POWER LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| NRG ENERGY, INC.<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Vice President and Treasurer* | Sole Member |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Affiliate Services Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

NRG AFFILIATE SERVICES INC.

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| /s/ DENISE WILSON<br>Denise Wilson | Sole Director |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Artesian Energy LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

NRG ARTESIAN ENERGY LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Vice President and Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| NRG TEXAS LLC<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Vice President and Treasurer* | Sole Member |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Arthur Kill Operations Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

NRG ARTHUR KILL OPERATIONS INC.

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| /s/ MICHAEL R. BRAMNICK<br>Michael R. Bramnick | Sole Director |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Astoria Gas Turbine Operations Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

NRG ASTORIA GAS TURBINE
OPERATIONS INC.

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| /s/ MICHAEL R. BRAMNICK<br>Michael R. Bramnick | Sole Director |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Bayou Cove LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

NRG BAYOU COVE LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| NRG SOUTH CENTRAL GENERATING LLC<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Treasurer* | Sole Member |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Cabrillo Power Operations Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

NRG CABRILLO POWER OPERATIONS INC.

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| /s/ MICHAEL R. BRAMNICK<br>Michael R. Bramnick | Sole Director |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG California Peaker Operations LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

NRG CALIFORNIA PEAKER OPERATIONS LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| NRG OPERATING SERVICES, INC.<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Treasurer* | Sole Member |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Cedar Bayou Development Company, LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

NRG CEDAR BAYOU DEVELOPMENT COMPANY, LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| NRG ENERGY, INC.<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Vice President and Treasurer* | Sole Member |

**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, 2010.

NRG CONNECTICUT AFFILIATE SERVICES INC.

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| /s/ TOM LYNCH<br>Tom Lynch | Sole Director |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Construction LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

NRG CONSTRUCTION LLC

By: /s/ RACHEL SMITH

Name: Rachel Smith
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| NRG ENERGY, INC.<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Vice President and Treasurer* | Sole Member |

**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, 2010.

NRG DEVON OPERATIONS INC.

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| /s/ MICHAEL R. BRAMNICK<br>Michael R. Bramnick | Sole Director |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Dunkirk Operations Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

NRG DUNKIRK OPERATIONS INC.

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| /s/ MICHAEL R. BRAMNICK<br>Michael R. Bramnick | Sole Director |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG El Segundo Operations Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

NRG EL SEGUNDO OPERATIONS INC.

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ MICHAEL R. BRAMNICK<br>Michael R. Bramnick | Sole Director |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Energy Services LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

NRG ENERGY SERVICES LLC

By: /s/ MICHAEL R. CARROLL

Name: Michael R. Carroll
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| NRG ENERGY SERVICES GROUP LLC<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Vice President and Treasurer* | Sole Member |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Generation Holdings, Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

NRG GENERATION HOLDINGS, INC.

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| /s/ CATHERINE CALLAWAY<br>Catherine Callaway | Director |
| /s/ JOHN RAGAN<br>John Ragan | Director |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Huntley Operations Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

NRG HUNTLEY OPERATIONS INC.

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| /s/ MICHAEL R. BRAMNICK<br>Michael R. Bramnick | Sole Director |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG International LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

NRG INTERNATIONAL LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| NRG ENERGY, INC.<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Vice President and Treasurer* | Sole Member |

**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, 2010.

NRG MIDATLANTIC AFFILIATE SERVICES INC.

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| /s/ TOM LYNCH<br>Tom Lynch | Sole Director |

Table of Contents

**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, 2010.

NRG MIDDLETOWN OPERATIONS INC.

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| /s/ MICHAEL R. BRAMNICK<br>Michael R. Bramnick | Sole Director |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Montville Operations Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

NRG MONTVILLE OPERATIONS INC.

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| /s/ MICHAEL R. BRAMNICK<br>Michael R. Bramnick | Sole Director |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG New Jersey Energy Sales LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

NRG NEW JERSEY ENERGY SALES LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Vice President and Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| NRG POWER MARKETING LLC<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Vice President and Treasurer* | Sole Member |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG New Roads Holdings LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

NRG NEW ROADS HOLDINGS LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| NRG SOUTH CENTRAL GENERATING LLC<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Treasurer* | Sole Member |

**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, 2010.

NRG NORTH CENTRAL OPERATIONS INC.

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| /s/ MICHAEL R. BRAMNICK<br>Michael R. Bramnick | Sole Director |

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Northeast Affiliate Services Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

NRG NORTHEAST AFFILIATE SERVICES INC.

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

## POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| /s/ TOM LYNCH<br>Tom Lynch | Sole Director |

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Norwalk Harbor Operations Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

NRG NORWALK HARBOR OPERATIONS INC.

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

## POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| /s/ MICHAEL R. BRAMNICK<br>Michael R. Bramnick | Sole Director |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Operating Services, Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

NRG OPERATING SERVICES, INC.

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| /s/ MICHAEL R. BRAMNICK<br>Michael R. Bramnick | Sole Director |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Oswego Harbor Power Operations Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

NRG OSWEGO HARBOR POWER
OPERATIONS INC.

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| /s/ MICHAEL R. BRAMNICK<br>Michael R. Bramnick | Sole Director |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Power Marketing LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

NRG POWER MARKETING LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Vice President and Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| NRG ENERGY, INC.<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Vice President and Treasurer* | Sole Member |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Retail LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

NRG RETAIL LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Vice President and Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| NRG ENERGY, INC.<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Vice President and Treasurer* | Sole Member |

**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, 2010.

NRG SAGUARO OPERATIONS INC.

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| /s/ MICHAEL R. BRAMNICK<br>Michael R. Bramnick | Sole Director |

**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, 2010.

NRG SOUTH CENTRAL AFFILIATE
SERVICES INC.

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| /s/ TOM LYNCH<br>Tom Lynch | Sole Director |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG South Central Generating LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

NRG SOUTH CENTRAL GENERATING LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| NRG ENERGY, INC.<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Vice President and Treasurer* | Sole Member |

**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, 2010.

NRG SOUTH CENTRAL OPERATIONS INC.

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| /s/ MICHAEL R. BRAMNICK<br>Michael R. Bramnick | Sole Director |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG South Texas LP, a Texas limited partnership, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

NRG SOUTH TEXAS LP

By: Texas Genco GP, LLC, its General Partner

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Vice President and Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| TEXAS GENCO GP, LLC<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Vice President and Treasurer* | General Partner |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Texas C&I Supply LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

NRG TEXAS C&I SUPPLY LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| NRG ENERGY, INC.<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Vice President and Treasurer* | Sole Member |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Texas Holding Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

NRG TEXAS HOLDING INC.

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| /s/ RAYMOND SALORT<br>Raymond Salort | Director |
| /s/ CHRISTOPHER SOTOS<br>Christopher Sotos | Director |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Texas LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

NRG TEXAS LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Vice President and Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| NRG ENERGY, INC.<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Vice President and Treasurer* | Sole Member |

Table of Contents

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Texas Power LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

NRG TEXAS POWER LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Vice President and Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| NRG TEXAS LLC<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Vice President and Treasurer* | Sole Member |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG West Coast LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

NRG WEST COAST LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| NRG ENERGY, INC.<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Vice President and Treasurer* | Sole Member |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, NRG Western Affiliate Services Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

NRG WESTERN AFFILIATE SERVICES INC.

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| /s/ TOM LYNCH<br>Tom Lynch | 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, 2010.

OSWEGO HARBOR POWER LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| NRG ENERGY, INC.<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Vice President and Treasurer* | Sole Member |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Pennywise Power LLC (fka Reliant Energy Services Texas, LLC), a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

PENNYWISE POWER LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| NRG ENERGY, INC.<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Vice President and Treasurer* | Sole Member |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, RE Retail Receivables, LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

RE Retail Receivables, LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| RELIANT ENERGY RETAIL SERVICES, LLC<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Vice President and Treasurer* | Sole Member |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Reliant Energy Power Supply, LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

RELIANT ENERGY POWER SUPPLY, LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| RELIANT ENERGY RETAIL HOLDINGS, LLC<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Vice President and Treasurer* | Sole Member |

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Reliant Energy Retail Holdings, LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

RELIANT ENERGY RETAIL HOLDINGS, LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

## POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| RERH HOLDINGS, LLC<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Vice President and Treasurer* | Sole Member |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Reliant Energy Retail Services, LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

RELIANT ENERGY RETAIL SERVICES, LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| RELIANT ENERGY RETAIL HOLDINGS, LLC<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Vice President and Treasurer* | Sole Member |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Reliant Energy Texas Retail, LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

RELIANT ENERGY TEXAS RETAIL, LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| NRG ENERGY, INC.<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Vice President and Treasurer* | Sole Member |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, RERH Holdings, LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

RERH HOLDINGS, LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| NRG RETAIL, LLC<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *President and Treasurer* | Sole Member |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Saguaro Power LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

SAGUARO POWER LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| NRG WEST COAST LLC<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Treasurer* | Sole Member |

**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, 2010.

SOMERSET OPERATIONS INC.

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| /s/ MICHAEL R. BRAMNICK<br>Michael R. Bramnick | Sole Director |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Somerset Power LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

SOMERSET POWER LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| NRG ENERGY, INC.<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Vice President and Treasurer* | Sole Member |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Texas Genco Financing Corp., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

TEXAS GENCO FINANCING CORP.

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Vice President and Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| /s/ CATHERINE CALLAWAY<br>Catherine Callaway | Management Committee Member |
| /s/ JOHN RAGAN<br>John Ragan | Management Committee Member |

Table of Contents

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Texas Genco GP, LLC, a Texas limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

TEXAS GENCO GP, LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Vice President and Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| /s/ CATHERINE CALLAWAY<br>Catherine Callaway | Management Committee Member |
| /s/ JOHN RAGAN<br>John Ragan | Management Committee Member |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Texas Genco Holdings, Inc., a Texas limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

TEXAS GENCO HOLDINGS, INC.

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Vice President and Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| /s/ CATHERINE CALLAWAY<br>Catherine Callaway | Sole Director |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Texas Genco LP, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

TEXAS GENCO LP, LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Vice President and Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| TEXAS GENCO HOLDINGS, INC.<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Vice President and Treasurer* | Sole Member |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Texas Genco Operating Services, LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

TEXAS GENCO OPERATING SERVICES, LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Vice President and Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| NRG TEXAS LLC<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Vice President and Treasurer* | Sole Member |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Texas Genco Services, LP, a Texas limited partnership, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

TEXAS GENCO SERVICES, LP

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Vice President and Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| NEW GENCO GP, LLC<br>By: /s/ CATHERINE CALLAWAY<br>Name: Catherine Callaway<br>Title: *Vice President and Secretary* | General Partner |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Vienna Operations Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

VIENNA OPERATIONS INC.

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| /s/ MICHAEL R. BRAMNICK<br>Michael R. Bramnick | Sole Director |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Vienna Power LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

VIENNA POWER LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| NRG ENERGY, INC.<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Vice President and Treasurer* | Sole Member |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, WCP (Generation) Holdings LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

WCP (GENERATION) HOLDINGS LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| NRG WEST COAST LLC<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Treasurer* | Sole Member |

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, West Coast Power LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 21, 2010.

WEST COAST POWER LLC

By: /s/ CHRISTOPHER SOTOS

Name: Christopher Sotos
Title: *Treasurer*

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints David W. Crane, Michael R. Bramnick, Tanuja M. Dehne and Brian Curci, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

* * * * *

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 21, 2010.

| Signature | Title |
|---|---|
| /s/ DAVID CRANE<br>David Crane | President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer) |
| /s/ CHRISTIAN S. SCHADE<br>Christian S. Schade | Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer) |
| /s/ JAMES J. INGOLDSBY<br>James J. Ingoldsby | Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) |
| WCP (GENERATION) HOLDINGS LLC<br>By: /s/ CHRISTOPHER SOTOS<br>Name: Christopher Sotos<br>Title: *Treasurer* | Sole Member |

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## EXHIBIT INDEX

| Exhibit No. | Description |
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| 1.01 | Purchase Agreement, dated as of August 17, 2010, by and among NRG Energy, Inc., as issuer, certain subsidiaries of NRG Energy, Inc., as guarantors, and Citigroup Global Markets Inc., Banc of America Securities LLC and Deutsche Bank Securities Inc., as representatives of the initial purchases, re: $1,100,000,000 8.25% Senior Notes due 2020. (1) |
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| 3.202 | Limited Liability Company Agreement of WCP (Generation) Holdings LLC.(5) |
| 3.203 | Certificate of Formation of West Coast Power LLC.(5) |
| 3.204 | Limited Liability Company Agreement of West Coast Power LLC.(5) |
| 3.205 | Certificate of Formation of NRG Bayou Development Company, LLC.(5) |
| 3.206 | Limited Liability Company Agreement of Formation of NRG Bayou Development Company, LLC.(5) |
| 4.01 | Supplemental Indenture dated as of December 30, 2005, among NRG Energy, Inc., the subsidiary guarantors named on Schedule A thereto and Law Debenture Trust Company of New York, as trustee.(12) |
| 4.02 | Amended and Restated Common Agreement among XL Capital Assurance Inc., Goldman Sachs Mitsui Marine Derivative Products, L.P., Law Debenture Trust Company of New York, as Trustee, The Bank of New York, as Collateral Agent, NRG Peaker Finance Company LLC and each Project Company Party thereto dated as of January 6, 2004, together with Annex A to the Common Agreement.(22) |
| 4.03 | Amended and Restated Security Deposit Agreement among NRG Peaker Finance Company, LLC and each Project Company party thereto, and the Bank of New York, as Collateral Agent and Depositary Agent, dated as of January 6, 2004.(22) |
| 4.04 | NRG Parent Agreement by NRG Energy, Inc. in favor of the Bank of New York, as Collateral Agent, dated as of January 6, 2004.(22) |
| 4.05 | Indenture dated June 18, 2002, between NRG Peaker Finance Company LLC, as Issuer, Bayou Cove Peaking Power LLC, Big Cajun I Peaking Power LLC, NRG Rockford LLC, NRG Rockford II LLC and Sterlington Power LLC, as Guarantors, XL Capital Assurance Inc., as Insurer, and Law Debenture Trust Company, as Successor Trustee to the Bank of New York.(23) |
| 4.06 | Specimen of Certificate representing common stock of NRG Energy, Inc.(24) |
| 4.07 | Indenture, dated February 2, 2006, among NRG Energy, Inc. and Law Debenture Trust Company of New York.(25) |
| 4.08 | First Supplemental Indenture, dated February 2, 2006, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York as Trustee, re: NRG Energy, Inc.'s 7.250% Senior Notes due 2014.(26) |
| 4.09 | Second Supplemental Indenture, dated February 2, 2006, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York as Trustee, re: NRG Energy, Inc.'s 7.375% Senior Notes due 2016. (26) |
| 4.10 | Form of 7.250% Senior Note due 2014.(26) |
| 4.11 | Form of 7.375% Senior Note due 2016.(26) |
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| Exhibit No. | Description |
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| 4.14 | Third Supplemental Indenture, dated March 14, 2006, among NRG, the existing guarantors named therein, the guaranteeing subsidiaries named therein and Law Debenture Trust Company of New York as Trustee, re: NRG Energy, Inc.'s 7.250% Senior Notes due 2014.(29) |
| 4.15 | Fourth Supplemental Indenture, dated March 14, 2006, among NRG, the existing guarantors named therein, the guaranteeing subsidiaries named therein and Law Debenture Trust Company of New York as Trustee, re: NRG Energy, Inc.'s 7.375% Senior Notes due 2016.(29) |
| 4.16 | Fifth Supplemental Indenture, dated April 28, 2006, among NRG, the existing guarantors named therein, the guaranteeing subsidiaries named therein and Law Debenture Trust Company of New York as Trustee, re: NRG Energy, Inc.'s 7.250% Senior Notes due 2014.(12) |
| 4.17 | Sixth Supplemental Indenture, dated April 28, 2006, among NRG, the existing guarantors named therein, the guaranteeing subsidiaries named therein and Law Debenture Trust Company of New York as Trustee, re: NRG Energy, Inc.'s 7.375% Senior Notes due 2016.(12) |
| 4.18 | Seventh Supplemental Indenture, dated November 13, 2006, among NRG Energy, Inc., the existing guarantors named therein, the guaranteeing subsidiaries named therein and Law Debenture Trust Company of New York as Trustee, re: NRG Energy, Inc.'s 7.250% Senior Notes due 2014.(30) |
| 4.19 | Eighth Supplemental Indenture, dated November 13, 2006, among NRG Energy, Inc., the existing guarantors named therein, the guaranteeing subsidiaries named therein and Law Debenture Trust Company of New York as Trustee, re: NRG Energy, Inc.'s 7.375% Senior Notes due 2016.(30) |
| 4.20 | Ninth Supplemental Indenture, dated November 13, 2006, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York as Trustee, re: NRG Energy, Inc.'s 7.375% Senior Notes due 2017. (27) |
| 4.21 | Tenth Supplemental Indenture, dated July 19, 2007, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York as Trustee, re: NRG Energy, Inc.'s 7.250% Senior Notes due 2014.(31) |
| 4.22 | Eleventh Supplemental Indenture, dated July 19, 2007, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York as Trustee, re: NRG Energy, Inc.'s 7.375% Senior Notes due 2016.(31) |
| 4.23 | Twelfth Supplemental Indenture, dated July 19, 2007, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York as Trustee, re: NRG Energy, Inc.'s 7.375% Senior Notes due 2017.(31) |
| 4.24 | Thirteenth Supplemental Indenture, dated August 28, 2007, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York as Trustee, re: NRG Energy, Inc.'s 7.250% Senior Notes due 2014. (32) |
| 4.25 | Fourteenth Supplemental Indenture, dated August 28, 2007, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York as Trustee, re: NRG Energy, Inc.'s 7.375% Senior Notes due 2016. (32) |
| 4.26 | Fifteenth Supplemental Indenture, dated August 28, 2007, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York as Trustee, re: NRG Energy, Inc.'s 7.375% Senior Notes due 2017. (32) |

| Exhibit No. | Description |
|---|---|
| 4.27 | Sixteenth Supplemental Indenture, dated April 28, 2009, among NRG Energy, Inc., the existing guarantors named therein, the guaranteeing subsidiary named therein and Law Debenture Trust Company of New York as Trustee, re: NRG Energy, Inc.'s 7.250% Senior Notes due 2014.(33) |
| 4.28 | Seventeenth Supplemental Indenture, dated April 28, 2009, among NRG Energy, Inc., the existing guarantors named therein, the guaranteeing subsidiary named therein and Law Debenture Trust Company of New York as Trustee, re: NRG Energy, Inc.'s 7.375% Senior Notes due 2016.(33) |
| 4.29 | Eighteenth Supplemental Indenture, dated April 28, 2009, among NRG Energy, Inc., the existing guarantors named therein, the guaranteeing subsidiary named therein and Law Debenture Trust Company of New York as Trustee, re: NRG Energy, Inc.'s 7.375% Senior Notes due 2017.(33) |
| 4.30 | Nineteenth Supplemental Indenture, dated May 8, 2009, among NRG Energy, Inc., the existing guarantors named therein, the guaranteeing subsidiaries named therein and Law Debenture Trust Company of New York as Trustee, re: NRG Energy, Inc.'s 7.250% Senior Notes due 2014.(34) |
| 4.31 | Twentieth Supplemental Indenture, dated May 8, 2009, among NRG Energy, Inc., the existing guarantors named therein, the guaranteeing subsidiaries named therein and Law Debenture Trust Company of New York as Trustee, re: NRG Energy, Inc.'s 7.375% Senior Notes due 2016.(34) |
| 4.32 | Twenty-First Supplemental Indenture, dated May 8, 2009, among NRG Energy, Inc., the existing guarantors named therein, the guaranteeing subsidiaries named therein and Law Debenture Trust Company of New York as Trustee, re: NRG Energy, Inc.'s 7.375% Senior Notes due 2017.(34) |
| 4.33 | Twenty-Second Supplemental Indenture, dated June 5, 2009, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York as Trustee, re: NRG Energy, Inc.'s 8.5% Senior Notes due 2019.(35) |
| 4.34 | Twenty-Third Supplemental Indenture, dated July 14, 2009, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York as Trustee, re: NRG Energy, Inc.'s 8.5% Senior Notes due 2019. (36) |
| 4.35 | Twenty-Fourth Supplemental Indenture, dated October 5, 2009, among NRG Energy, Inc., the existing guarantors named therein, the guaranteeing subsidiaries named therein and Law Debenture Trust Company of New York as Trustee, re: NRG Energy, Inc.'s 7.250% Senior Notes due 2014.(37) |
| 4.36 | Twenty-Fifth Supplemental Indenture, dated October 5, 2009, among NRG Energy, Inc., the existing guarantors named therein, the guaranteeing subsidiaries named therein and Law Debenture Trust Company of New York as Trustee, re: NRG Energy, Inc.'s 7.375% Senior Notes due 2016.(37) |
| 4.37 | Twenty-Sixth Supplemental Indenture, dated October 5, 2009, among NRG Energy, Inc., the existing guarantors named therein, the guaranteeing subsidiaries named therein and Law Debenture Trust Company of New York as Trustee, re: NRG Energy, Inc.'s 7.375% Senior Notes due 2017.(37) |

| Exhibit No. | Description |
|---|---|
| 4.38 | Twenty-Seventh Supplemental Indenture, dated October 5, 2009, among NRG Energy, Inc., the existing guarantors named therein, the guaranteeing subsidiaries named therein and Law Debenture Trust Company of New York as Trustee, re: NRG Energy, Inc.'s 8.5% Senior Notes due 2019. (37) |
| 4.39 | Twenty-Eighth Supplemental Indenture, dated as of April 16, 2010, among NRG Energy, Inc., the existing guarantors named therein, the guaranteeing subsidiaries named therein and Law Debenture Trust Company of New York. (39) |
| 4.40 | Twenty-Ninth Supplemental Indenture, dated as of April 16, 2010, among NRG Energy, Inc., the existing guarantors named therein, the guaranteeing subsidiaries named therein and Law Debenture Trust Company of New York.(39) |
| 4.41 | Thirtieth Supplemental Indenture, dated as of April 16, 2010, among NRG Energy, Inc., the existing guarantors named therein, the guaranteeing subsidiaries named therein and Law Debenture Trust Company of New York.(39) |
| 4.42 | Thirty-First Supplemental Indenture, dated as of April 16, 2010, among NRG Energy, Inc., the existing guarantors named therein, the guaranteeing subsidiaries named therein and Law Debenture Trust Company of New York.(39) |
| 4.43 | Thirty-Second Supplemental Indenture, dated as of June 23, 2010, among NRG Energy, Inc., the existing guarantors named therein, the guaranteeing subsidiaries named therein and Law Debenture Trust Company of New York.(40) |
| 4.44 | Thirty-Third Supplemental Indenture, dated as of June 23, 2010, among NRG Energy, Inc., the existing guarantors named therein, the guaranteeing subsidiaries named therein and Law Debenture Trust Company of New York.(40) |
| 4.45 | Thirty-Fourth Supplemental Indenture, dated as of June 23, 2010, among NRG Energy, Inc., the existing guarantors named therein, the guaranteeing subsidiaries named therein and Law Debenture Trust Company of New York.(40) |
| 4.46 | Thirty-Fifth Supplemental Indenture, dated as of June 23, 2010, among NRG Energy, Inc., the existing guarantors named therein, the guaranteeing subsidiaries named therein and Law Debenture Trust Company of New York.(40) |
| 4.47 | Thirty-Sixth Supplemental Indenture, dated August 20, 2010, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York.(1) |
| 4.48 | Form of 8.25% Senior Note due 2020.(1) |
| 4.49 | Thirty-Seventh Supplemental Indenture, dated December 15, 2010, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York. (43) |
| 4.50 | Thirty-Eighth Supplemental Indenture, dated December 15, 2010, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York. (43) |
| 4.51 | Thirty-Ninth Supplemental Indenture, dated December 15, 2010, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York. (43) |
| 4.52 | Thirty-Ninth Supplemental Indenture, dated December 15, 2010, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York. (43) |
| 4.53 | Fortieth Supplemental Indenture, dated December 15, 2010, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York. (43) |
| 4.54 | Forty-First Supplemental Indenture, dated December 15, 2010, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York. (43) |

| Exhibit No. | Description |
|---|---|
| 4.55 | Registration Rights Agreement, dated August 20, 2010, among NRG Energy, Inc., the guarantors named therein and Citigroup Global Markets Inc., Banc of America Securities LLC and Deutsche Bank Securities Inc., as representatives of the several initial purchasers.(1) |
| 5.01 | Opinion of Kirkland & Ellis LLP, with respect to registrants organized under the laws of the States of Delaware and California.(5) |
| 5.02 | Opinion of Leonard, Street and Deinard, with respect to the registrant organized under the laws of the State of Minnesota.(5) |
| 5.03 | Opinion of Vinson & Elkins LLP, with respect to registrants organized under the laws of the State of Texas.(5) |
| 10.01 | Note Agreement, dated August 20, 1993, between NRG Energy, Inc., Energy Center, Inc. and each of the purchasers named therein.(6) |
| 10.02 | Master Shelf and Revolving Credit Agreement, dated August 20, 1993, between NRG Energy, Inc., Energy Center, Inc., The Prudential Insurance Registrants of America and each Prudential Affiliate, which becomes party thereto.(6) |
| 10.03 | Form of NRG Energy Inc. Long-Term Incentive Plan Deferred Stock Unit Agreement for Officers and Key Management.(7) |
| 10.04 | Form of NRG Energy, Inc. Long-Term Incentive Plan Deferred Stock Unit Agreement for Directors.(7) |
| 10.05 | Form of NRG Energy, Inc. Long-Term Incentive Plan Non-Qualified Stock Option Agreement.(8) |
| 10.06 | Form of NRG Energy, Inc. Long-Term Incentive Plan Restricted Stock Unit Agreement.(8) |
| 10.07 | Form of NRG Energy, Inc. Long Term Incentive Plan Performance Unit Agreement.(9) |
| 10.08 | Annual Incentive Plan for Designated Corporate Officers.(10) |
| 10.09 | Railroad Car Full Service Master Leasing Agreement, dated as of February 18, 2005, between General Electric Railcar Services Corporation and NRG Power Marketing Inc.(11) |
| 10.10 | Purchase Agreement (West Coast Power) dated as of December 27, 2005, by and among NRG Energy, Inc., NRG West Coast LLC (Buyer), DPC II Inc. (Seller) and Dynegy, Inc.(2) |
| 10.11 | Purchase Agreement (Rocky Road Power), dated as of December 27, 2005, by and among Termo Santander Holding, L.L.C. (Buyer), Dynegy, Inc., NRG Rocky Road LLC (Seller) and NRG Energy, Inc.(2) |
| 10.12 | Stock Purchase Agreement, dated as of August 10, 2005, by and between NRG Energy, Inc. and Credit Suisse First Boston Capital LLC.(12) |
| 10.13 | Agreement with respect to the Stock Purchase Agreement, dated December 19, 2008, by and between NRG Energy, Inc. and Credit Suisse First Boston Capital LLC.(13) |
| 10.14 | Investor Rights Agreement, dated as of February 2, 2006, by and among NRG Energy, Inc. and Certain Stockholders of NRG Energy, Inc. set forth therein.(14) |
| 10.15 | Terms and Conditions of Sale, dated as of October 5, 2005, between Texas Genco II LP and Freight Car America, Inc., (including the Proposal Letter and Amendment thereto).(15) |
| 10.16 | Amended and Restated Employment Agreement, dated December 4, 2008, between NRG Energy, Inc. and David Crane.(13) |
| 10.17 | CEO Compensation Table.(16) |

| Exhibit No. | Description |
|---|---|
| 10.18 | Limited Liability Company Agreement of NRG Common Stock Finance I LLC.(17) |
| 10.19 | Note Purchase Agreement, dated August 4, 2006, between NRG Common Stock Finance I LLC, Credit Suisse International and Credit Suisse Securities (USA) LLC.(17) |
| 10.20 | Amendment Agreement, dated February 27, 2008, to the Note Purchase Agreement by and among NRG Common Stock Finance I LLC, Credit Suisse International, and Credit Suisse Securities (USA) LLC.(18) |
| 10.21 | Amendment Agreement, dated August 8, 2008, to the Note Purchase Agreement by and among NRG Common Stock Finance I LLC, Credit Suisse International, and Credit Suisse Securities (USA) LLC.(13) |
| 10.22 | Amendment Agreement, dated December 19, 2008, to the Note Purchase Agreement by and among NRG Common Stock Finance I LLC, Credit Suisse International, and Credit Suisse Securities (USA) LLC.(13) |
| 10.23 | Agreement with respect to Note Purchase Agreement, dated December 19, 2008, by and among NRG Common Stock Finance I LLC, Credit Suisse International, and Credit Suisse Securities (USA) LLC.(13) |
| 10.24 | Preferred Interest Purchase Agreement, dated August 4, 2006, between NRG Common Stock Finance I LLC, Credit Suisse Capital LLC and Credit Suisse Securities (USA) LLC, as agent.(17) |
| 10.25 | Preferred Interest Amendment Agreement, dated February 27, 2008, by and among NRG Common Stock Finance I LLC, Credit Suisse International, and Credit Suisse Securities (USA) LLC.(18) |
| 10.26 | Preferred Interest Amendment Agreement, dated August 8, 2008, by and among NRG Common Stock Finance I LLC, Credit Suisse International, and Credit Suisse Securities (USA) LLC.(13) |
| 10.27 | Preferred Interest Amendment Agreement, dated December 19, 2008, by and among NRG Common Stock Finance I LLC, Credit Suisse International, and Credit Suisse Securities (USA) LLC.(13) |
| 10.28 | Agreement with respect to Preferred Interest Purchase Agreement, dated December 19, 2008, by and among NRG Common Stock Finance I LLC, Credit Suisse International, and Credit Suisse Securities (USA) LLC.(13) |
| 10.29 | Second Amended and Restated Credit Agreement, dated June 8, 2007, by and among NRG Energy, Inc., the lenders party thereto, Citigroup Global Markets Inc., Credit Suisse Securities (USA) LLC, Citicorp North America Inc. and Credit Suisse.(19) |
| 10.30 | Amended and Restated Long-Term Incentive Plan.(9) |
| 10.31 | NRG Energy, Inc. Executive Change-in-Control and General Severance Agreement, dated December 9, 2008.(13) |
| 10.32 | Amended and Restated Contribution Agreement (NRG), dated March 25, 2008, by and among Texas Genco Holdings, Inc., NRG South Texas LP and NRG Nuclear Development Company LLC and Certain Subsidiaries Thereof.(18) |
| 10.33 | Contribution Agreement (Toshiba), dated February 29, 2008, by and between Toshiba Corporation and NRG Nuclear Development Company LLC.(18) |
| 10.34 | Multi-Unit Agreement, dated February 29, 2008, by and among Toshiba Corporation, NRG Nuclear Development Company LLC and NRG Energy, Inc.(18) |

| Exhibit No. | Description |
|---|---|
| 10.35 | Amended and Restated Operating Agreement of Nuclear Innovation North America LLC, dated May 1, 2008.(18) |
| 10.36 | Credit Agreement by and among Nuclear Innovation North America LLC, Nuclear Innovation North America Investments LLC, NINA Texas 3 LLC and NINA Texas 4 LLC, as Borrowers and Toshiba America Nuclear Energy Corporation, as Administrative Agent and as Collateral Agent.(20) |
| 10.37 | LLC Membership Purchase Agreement between Reliant Energy, Inc. and NRG Retail LLC, dated as of February 28, 2009.(21) |
| 10.38 | Project Agreement, Settlement Agreement and Mutual Release, dated March 1, 2010, by and among by and among Nuclear Innovation North America LLC, the City of San Antonio acting by and through the City Public Service Board of San Antonio, a Texas municipal utility, NINA Texas 3 LLC and NINA Texas 4 LLC, and solely for purposes of certain sections of the Settlement Agreement, by NRG Energy, Inc and NRG South Texas LP (38) |
| 10.39 | STP 3 & 4 Owners Agreement, dated March 1, 2010, by and among Nuclear Innovation North America LLC, the City of San Antonio, NINA Texas 3 LLC and NINA Texas 4 LLC (Portions of this Exhibit have been omitted pursuant to a request for confidential treatment) (38) |
| 10.40 | Third Amended and Restated Credit Agreement, dated as of June 30, 2010. (41) |
| 10.41 | Letter of Credit and Reimbursement Agreement, dated as of June 30, 2010. (41) |
| 10.42 | Letter of Credit and Reimbursement Agreement, dated as of June 30, 2010. (41) |
| 10.43 | Purchase and Sale Agreement by and between Denali Merger Sub and NRG Energy, Inc. dated as of August 13, 2010. (42) |
| 12.01 | Statement re: Computation of Ratios.(5) |
| 21.01 | Subsidiaries of NRG Energy, Inc.(5) |
| 23.01 | Consents of Kirkland & Ellis LLP (included in Exhibit 5.1).(4) |
| 23.02 | Consent of Leonard, Street & Deinard (included in Exhibit 5.2).(4) |
| 23.03 | Consent of Vinson & Elkins LLP (included in Exhibit 5.3).(4) |
| 23.04 | Consent of KPMG LLP.(5) |
| 25.01 | Statement of Eligibility of Trustee on Form T-1 under the Trust Indenture Act of 1939 of Law Debenture Trust Company of New York.(5) |
| 99.01 | Form of Letter of Transmittal.(5) |

(1) Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on August 20, 2010.

(2) Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on May 24, 2005.

(3) Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on March 3, 2005.

(4) Previously filed on November 3, 2004.

(5) Filed herewith.

(6) Incorporated herein by reference to NRG Energy Inc.'s Registration Statement on Form S-1, as amended, Registration No. 333-33397.

(7) Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on August 11, 2005.

(8) Incorporated herein by reference to NRG Energy, Inc.'s quarterly report on Form 10-Q for the quarter ended March 31, 2004.

(9) Incorporated herein by reference to NRG Energy, Inc.'s annual report on Form 10-K for the year ended December 31, 2009.

(10) Incorporated herein by reference to NRG Energy, Inc.'s 2009 proxy statement on Schedule 14A filed on June 16, 2009.

(11) Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on August 11, 2005.

(12) Incorporated herein by reference to NRG Energy, Inc.'s annual report on Form 10-K for the year ended December 31, 2004.

(13) Incorporated herein by reference to NRG Energy, Inc.'s annual report on Form 10-K for the year ended December 31, 2008.

(14) Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on May 3, 2006.

(15) Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on August 10, 2006.

(16) Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on December 9, 2009.

(17) Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on November 27, 2006.

(18) Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on December 9, 2008.

(19) Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on September 4, 2007.

(20) Incorporated herein by reference to NRG Energy Inc's current report on Form 8-K filed on February 27, 2009.

(21) Incorporated herein by reference to NRG Energy, Inc.'s quarterly report on Form 10-Q filed on April 30, 2009.

(22) Incorporated herein by reference to NRG Energy, Inc.'s annual report on Form 10-K for the year ended December 31, 2003.

(23) Incorporated herein by reference to NRG Energy, Inc.'s annual report on Form 10-K for the year ended December 31, 2002.

(24) Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on November 14, 2006.

(25) Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on February 8, 2006.

(26) Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on March 16, 2006.

(27) Incorporated herein by reference to NRG Energy, Inc.'s quarterly report on Form 10-Q for the quarter ended March 31, 2007.

(28) Incorporated herein by reference to NRG Energy, Inc's current report on Form 8-K filed on June 5, 2009.

(29) Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on May 4, 2006.

(30) Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on December 26, 2007.

(31) Incorporated herein by reference to NRG Energy, Inc.'s annual report on Form 10-K filed on February 28, 2008.

(32) Incorporated herein by reference to NRG Energy, Inc.'s quarterly report on Form 10-Q for the quarter ended March 1, 2008.

(33) Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on May 4, 2009.

(34) Incorporated herein by reference to NRG Energy, Inc's current report on Form 8-K filed on May 14, 2009.

(35) Incorporated herein by reference to NRG Energy, Inc's current report on Form 8-K filed on June 5, 2009.

(36) Incorporated herein by reference to NRG Energy, Inc's current report on Form 8-K filed on July 15, 2009.

(37) Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on October 6, 2009.

(38) Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on March 2, 2010.

(39) Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on April 21, 2010.

(40) Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on June 29, 2010.

(41) Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on July 1, 2010.

(42) Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on August 13, 2010.

(43) Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on December 15, 2010.

**Exhibit 3.11**

CERTIFICATE OF FORMATION

OF

CABRILLO POWER I LLC

1. The name of the limited liability company is Cabrillo Power I LLC.

2. The address of its registered office in the State of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Cabrillo Power I LLC on this 11th day of December, 1998.

CABRILLO POWER I LLC

By: /s/ Craig A. Mataczynski
Name: Craig A. Mataczynski
Title: Authorized Person

**Exhibit 3.12**

**CABRILLO POWER I LLC**

**AMENDMENT OF LIMITED LIABILITY COMPANY AGREEMENT**

The undersigned, being the sole Member of Cabrillo Power I LLC, a Delaware limited liability company (the "Company"), pursuant to §18-215 of the Limited Liability Company Act of the State of Delaware (the "Act") and Sections 6.01 and 12.07 of the Limited Liability Company Agreement of the Company (the "LLC Agreement") hereby amends the LLC Agreement as set forth below:

**1. AMENDMENTS**

(1) Section 3.03 of the LLC Agreement is hereby amended and restated in its entirety to read "Section 3.03 - (Intentionally Omitted)".

**2. MISCELLANEOUS**

Except as expressly amended hereby, all of the terms and provisions of the LLC Agreement are and shall remain in full force and effect.

* * * *

IN WITNESS WHEREOF, the undersigned sole member of the Company has executed this Amendment as of this 7th day of November, 2006.

NRG Energy, Inc.

By: /s/ Clint Freeland
Name: Clint Freeland
Title: Vice President and Treasurer

**LIMITED LIABILITY COMPANY AGREEMENT**

**OF**

**CABRILLO POWER I LLC**

**A Delaware Limited Liability Company**

**LIMITED LIABILITY COMPANY AGREEMENT**
**OF**
**CABRILLO POWER I LLC**
**A Delaware Limited Liability Company**

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Exhibit A - Members

Exhibit B - Hourly Charges for Member Personnel

**LIMITED LIABILITY COMPANY AGREEMENT**
**OF**
**CABRILLO POWER I LLC**
A Delaware Limited Liability Company

THIS LIMITED LIABILITY COMPANY AGREEMENT OF CABRILLO POWER I LLC (this *"Agreement"*), dated effective as of December 11, 1998 (the "*Effective Date"*), is adopted, executed and agreed to, for good and valuable consideration, by the Members (as defined below).

**RECITALS**

1. NRG Cabrillo I Inc., a Delaware corporation ( "*NRG-CI*"), is a wholly-owned subsidiary of NRG Energy, Inc., a Delaware corporation ("*NRG*").

2. Dynegy Encina, Inc., a Delaware corporation ("*DPC-CI*"), is a wholly-owned subsidiary of Dynegy Power Corp., a Delaware corporation ("*DPC*").

3. Pursuant to a certain Acquisition and Project Development Agreement, dated September 4, 1998, NRG and Dynegy Power Development Company ("*DPDC*"), a subsidiary of DPC, agreed to form the Company (as defined below) for the purpose of acquiring, operating and owning the Project (as defined below).

4. On December 11,1998, NRG-CI and DPC-CI executed a certain Limited Liability Company Agreement of Cabrillo Power I LLC (the "Initial LLC Agreement").

5. As contemplated by Section 17(b) of the Initial LLC Agreement, NRG-CI and DPC-CI now desire to enter into this Agreement to amend and restate the Initial LLC Agreement and agree upon various other matters relating to the Company.

**ARTICLE 1**

1.01 ***Definitions.*** As used in this Agreement, the following terms have the respective meanings set forth below or set forth in the Sections referred to below:

***AAA*** - Section 10.03(b).

***Acquisition*** - the Company's acquisition of the Project from SDG&E pursuant to the Asset Sale Agreement.

***Acquisition Date*** - the effective date of the Acquisition.

***Act*** - the Delaware Limited Liability Company Act, as amended.

***Administrative Services Agreement*** - Administrative Services Agreement between the Company and Dynegy Power Management Services, L.P., a Wholly-Owned Affiliate of DPC, relating to the business and administrative services for the ownership of the Project.

***Affected Member*** - Section 9.01.

***Affiliate*** - with respect to any Person, (a) each entity that such Person Controls; (b) each Person that Controls such Person, including, in the case of a Member, such Member's Parent; and (c) each entity that is under common Control with such Person, including, in the case of a Member, each entity that is Controlled by such Member's Parent. Affiliation shall have a corresponding meaning.

***Agreement*** - introductory paragraph.

***Alternate Representative*** - Section 6.02(a)(i).

***Arbitration Notice*** - Section 10.02.

***Arbitrator*** - Section 10.03(a).

***Asset Sale Agreement*** - Asset Sale Agreement, dated as of December 11, 1998, among SDG&E, DPC and NRG, and assigned by DPC and NRG to the Company, relating to the acquisition of the Project.

***Assignee*** - any Person that acquires a Membership Interest or any portion thereof through a Disposition; provided, however, that an Assignee shall have no right to be admitted to the Company as a Member except in accordance with Section 3.03(b)(ii).

***Bankruptcy or Bankrupt*** - with respect to any Person, that (a) such Person (i) makes a general assignment for the benefit of creditors; (ii) files a voluntary bankruptcy petition; (iii) becomes the subject of an order for relief or is declared insolvent in any federal or state bankruptcy or insolvency proceedings; (iv) files a petition or answer seeking for such Person a reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any Law; (v) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against such Person in a proceeding of the type described in subclauses (i) through (iv) of this clause (a); or (vi) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of such Person or of all or any substantial part of such Person's properties; or (b) against such Person, a proceeding seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any Law has been commenced and 60 Days have expired without dismissal thereof or

with respect to which, without such Person's consent or acquiescence, a trustee, receiver, or liquidator of such Person or of all or any substantial part of such Person's properties has been appointed and 60 Days have expired without the appointment having been vacated or stayed, or 60 Days have expired after the date of expiration of a stay, if the appointment has not previously been vacated.

***Budget*** - the annual budget for the Company that is approved by the Executive Committee, as such may be amended from time to time. The Budget shall cover both operating and capital items.

***Business Day*** - any day other than a Saturday, a Sunday, or a holiday on which national banking associations in Minneapolis, Minnesota or Houston, Texas are closed.

***Buyout Event*** - Section 9.01.

***Capital Account*** - the account to be maintained by the Company for each Member in accordance with Section 4.05.

***Capital Contribution*** - with respect to any Member, the amount of money and the net agreed value of any property (other than money) contributed to the Company by the Member. Any reference in this Agreement to the Capital Contribution of a Member shall include a Capital Contribution of its predecessors in interest.

***Cause*** - Section 6.03(d).

***Certified Public Accountants*** - a firm of independent public accountants selected from time to time by the Executive Committee.

***Change of Member Control*** - with respect to any Member, an event (such as a Disposition of voting securities) that causes such Member to cease to be Controlled by such Member's Parent; provided, however, that an event that causes either or both the Parents of an Initial Member to be Completely Controlled (or otherwise Controlled) by another Person shall not constitute a Change of Member Control.

***Claim*** - any and all judgments, claims, causes of action, demands, lawsuits, suits, proceedings, Governmental investigations or audits, losses, assessments, fines, penalties, administrative orders, obligations, costs, expenses, liabilities and damages (whether actual, consequential or punitive), including interest, penalties, reasonable attorney's fees, disbursements and costs of investigations, deficiencies, levies, duties and imposts.

***Code*** - the Internal Revenue Code of 1986, as amended.



***Company*** - Cabrillo Power I LLC, a Delaware limited liability company.

***Complete Control*** - the possession, directly or indirectly, through one or more intermediaries, of both of the following:

(a) (i) in the case of a corporation, all of the outstanding voting securities thereof; (ii) in the case of a limited liability company, partnership, limited partnership or venture, the right to all of the distributions therefrom (including liquidating distributions); (iii) in the case of a trust or estate, including a business trust, all of the beneficial interest therein; and (iv) in the case of any other entity, all of the economic or beneficial interest therein; and

(b) in the case of any entity, the power and authority to completely control the management of the entity.

***Confidential Information*** - information and data (including all copies thereof) that is furnished or submitted by any of the Members or their Affiliates, whether oral (and if oral, reduced to writing and marked "confidential" within 10 Days of disclosure), written, or electronic, on a confidential basis to the other Members or their Affiliates in connection with the Company, and any and all of the activities and studies relating to the economics or performance of the Project and/or the Company performed pursuant to the Preliminary Agreement, the Initial LLC Agreement, or this Agreement, and the resulting information and data obtained from those studies. Notwithstanding the foregoing, the term "Confidential Information" shall not include any information that:

(a) is in the public domain at the time of its disclosure or thereafter (other than as a result of a disclosure directly or indirectly by a Member or its Affiliates in contravention of the Preliminary Agreement, the Initial LLC Agreement, or this Agreement);

(b) as to any Member, was in the possession of such Member or its Affiliates prior to the execution of the Preliminary Agreement; or

(c) is engineering information (for example, heat balance and capital cost information) that has been independently acquired or developed by a Member or its Affiliates without violating any of the obligations of such Member or its Affiliates under the Preliminary Agreement, the Initial LLC Agreement, or this Agreement.

***Control*** - the possession, directly or indirectly, through one or more intermediaries, of either of the following:

(a) (i) in the case of a corporation, 50% or more of the outstanding voting securities thereof; (ii) in the case of a limited liability company, partnership, limited partnership or venture, the right to 50% or more of the distributions therefrom (including liquidating distributions); (iii) in the case of a trust or estate, including a business trust, 50% or more of the beneficial interest therein; and (iv) in the case of any other entity, 50% or more of the economic or beneficial interest therein; or

(b) in the case of any entity, the power or authority, through ownership of voting securities, by contract or otherwise, to exercise a controlling influence over the management of the entity.

"Controlling" shall have a correlative meaning.

***Day*** - a calendar day; provided, however, that, if any period of Days referred to in this Agreement shall end on a Day that is not a Business Day, then the expiration of such period shall be automatically extended until the end of the first succeeding Business Day.

***Default*** - the failure of a Member to comply in any material respect with any of its material agreements, covenants or obligations under this Agreement; the failure of any representation or warranty made by a Member in this Agreement to have been true and correct in all material respects at the time it was made; or the failure of a Member, without justified cause, to take any action materially necessary for the progress of the Project consistent with or required by the terms of this Agreement (including participating in meetings or decisions).

***Default Rate*** - a rate of interest per annum equal to the lesser of (a) a varying rate per annum equal to the sum of (i) the prime rate as published in *The Wall Street Journal*, with adjustments in that varying rate to be made on the same date as any change in that rate is so published, *plus* (ii) 3% per annum, or (b) the maximum rate permitted by Law.

***Deferred Amount*** - Section 9.03(c).

***Delaware Certificate*** - Section 2.01.

***Dispose, Disposing or Disposition*** - with respect to any asset (including a Membership Interest or any portion thereof), a sale, assignment, transfer, conveyance, gift, exchange or other disposition of such asset, whether such disposition be voluntary, involuntary or by operation of Law, including the following: (a) in the case of an asset owned by a natural person, a transfer of such asset upon the death of its owner, whether by will, intestate succession or otherwise; (b) in the case of an asset owned by an entity, (i) a merger or consolidation of such entity (other than where such entity is the survivor thereof),

(ii) a conversion of such entity into another type of entity, or (iii) a distribution of such asset, including in connection with the dissolution, liquidation, winding-up or termination of such entity (unless, in the case of dissolution, such entity's business is continued without the commencement of liquidation or winding-up); and (c) a disposition in connection with, or in lieu of, a foreclosure of an Encumbrance; but such terms shall not include the creation of an Encumbrance.

***Dispute*** - Section 10.01.

***Dispute Notice*** - Section 10.02.

***Disputing Member*** - Section 10.01.

***Dissolution Event*** - Section 11.01(a).

***DPC*** - Recital 2.

***DPC-CI*** - Recital 2.

***DPDC*** - Recital 3.

***Effective Date*** - introductory paragraph.

***Encumber, Encumbering,* or *Encumbrance*** - the creation of a security interest, lien, pledge, mortgage or other encumbrance, whether such encumbrance be voluntary, involuntary or by operation of Law.

***Energy Management Agreement*** - Energy Management Agreement between the Company and one or more Wholly-Owned Affiliates of DPC, relating to (a) the supply and management of natural gas requirements for the operation of the Project, and (b) the disposition of energy and capacity from the Project.

***Executive Committee*** - Section 6.02.

***Facilities Services Agreement*** - Facilities Services Agreement, dated as of the Acquisition Date, between the Company and SDG&E, relating to the Company's use of certain SDG&E facilities for a term of 99 years.

***Fair Market Value*** - Section 9.03.

***Fuel Transportation Agreement(s)*** - An agreement relating to the intrastate transportation of natural gas to the Project between the Company and Southern California Gas Company, SDG&E, and/or any other provider of natural gas transportation services.

***Governmental Authority* (or *Governmental*)** - a federal, state, local or foreign governmental authority; a state, province, commonwealth, territory or district thereof; a county or parish; a city, town, township, village or other municipality; a district, ward or other subdivision of any of the foregoing; any executive, legislative or other governing body of any of the foregoing; any agency, authority, board, department, system, service, office, commission, committee, council or other administrative body of any of the foregoing; any court or other judicial body; and any officer, official or other representative of any of the foregoing.

***including*** - including, without limitation.

***Initial Member*** - NRG-CI or DPC-CI, as applicable.

***ISO*** - the California Independent System Operator, a California non-profit corporation.

***ISO Must-Run Agreement*** - Must-Run Agreement between the ISO and the Company (or SDG&E, and assigned to the Company), relating to the operation and dispatchability of the Project.

***Law*** - any applicable constitutional provision, statute, act, code (including the Code), law, regulation, rule, ordinance, order, decree, ruling, proclamation, resolution, judgment, decision, declaration, or interpretative or advisory opinion or letter of a Governmental Authority having valid jurisdiction.

***Lending Member*** - Section 4.02(a)(ii).

***Manager*** - Section 6.03.

***Member*** - any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but such term does not include any Person who has ceased to be a member in the Company.

***Membership Interest*** - with respect to any Member, (a) that Member's status as a Member; (b) that Member's share of the income, gain, loss, deduction and credits of, and the right to receive distributions from, the Company; (c) all other rights, benefits and privileges enjoyed by that Member (under the Act, this Agreement, or otherwise) in its capacity as a Member, including that Member's rights to vote, consent and approve and otherwise to participate in the management of the Company, including through the Executive Committee; and (d) all obligations, duties and liabilities imposed on that Member (under the Act, this Agreement or otherwise) in its capacity as a Member, including any obligations to make Capital Contributions.

***Non-Contributing Member*** - Section 4.02(a).

***Non-Setting Member*** - Section 3.03(c)(i).

***NRG*** - Recital 1.

***NRG-CI*** - Recital 1.

***Offer*** - Section 3.03(c)(i).

***Offeror*** - Section 3.03(c)(i).

***Officer*** - any Person designated as an officer of the Company as provided in Section 6.02(j), but such term does not include any Person who has ceased to be an officer of the Company.

***O&M Agreement*** - Operation and Maintenance Agreement between the Company and NRG or a Wholly-Owned Affiliate of NRG, relating to the operation and maintenance of the Project upon termination or expiration of the SDG&E O&M Agreement.

***O&M Management Services Agreement*** - Operation and Management Services Agreement between the Company and NRG Cabrillo Power I Operations, Inc., a Wholly-Owned Affiliate of NRG, relating to the supervision of SDG&E's performance, and the discharge of the Company's responsibilities, under the SDG&E O&M Agreement.

***Operator*** - The named Operator under the SDG&E O&M Agreement or the O&M Agreement, as applicable.

***Outside Activities*** - Section 6.05(c).

***Parent*** - the Person that Controls a Member and that is not itself Controlled by any other Person, provided that in the case of the Initial Members, the "Parents" of the respective Initial Members are set forth on the attached Exhibit A.

***Permits*** - all permits, licenses, approvals or other actions of Governmental Authorities that are required for the ownership and operation of the Project, as contemplated by this Agreement.

***Person*** - the meaning assigned that term in Section 18-101(11) of the Act and also includes a Governmental Authority and any other entity.

***Preliminary Agreement*** - Recital 3.

***Project*** - (a) the 965 MW natural gas fired electricity generating plant located in Carlsbad, California, (b) the Project Site, (c) all materials, supplies and equipment related to either of the foregoing, (d) the Project Agreements, and (e) the Permits.

***Project Agreements*** - the Fuel Transportation Agreements), the SDG&E O&M Contract, the O&M Management Services Agreement, the O&M Agreement, the Administrative Services Agreement, the Energy Management Agreement, the Asset Sale Agreement, the Facilities Services Agreement, the ISO Must-Run Agreement, and any other agreements required in connection with the acquisition, operation, financing or ownership of the Project.

***Project Site*** - the parcel of land upon which the Project is located.

***Purchase Price*** - Section 9.03.

***Representative*** - Section 6.02(a)(i).

***SDG&E***- San Diego Gas & Electric Company, a California corporation.

***SDG&E O&M Agreement*** - Operation and Maintenance Agreement, dated as of the Acquisition Date, between the Company and SDG&E, relating to the performance of Project operation and maintenance services for a period of two years.

***Securities Act*** - the Securities Act of 1933.

***Selling Member -*** Section 3.03(c)(i).

***Sharing Ratio*** - subject in each case to adjustments in accordance with this Agreement or in connection with Dispositions of Membership Interests, (a) in the case of a Member executing this Agreement as of the date of this Agreement or a Person acquiring such Member's Membership Interest, the percentage specified for that Member as its Sharing Ratio on the attached Exhibit A, and (b) in the case of Membership Interest issued pursuant to Section 3.04, the Sharing Ratio established pursuant thereto; provided, however, that the total of all Sharing Ratios shall always equal 100%.

***Sole Discretion*** - a Member's sole and absolute discretion, with or without cause, and subject to whatever limitations or qualifications the Member may impose.

***Tax Matters Member*** - Section 7.03(a).

***Term*** - Section 2.06.

***Terminated Member*** - Section 9.05.

***Transferred Interest*** - Section 3.03(c)(i).

***Treasury Regulations*** - the regulations (including temporary regulations) promulgated by the United States Department of the Treasury pursuant to and in respect of provisions of the Code. All references herein to sections of the Treasury Regulations shall include any corresponding provision or provisions of succeeding, similar or substitute, temporary or final Treasury Regulations.

***Wholly-Owned Affiliate*** - with respect to any Person, (a) each entity that such Person Completely Controls; (b) each Person that Completely Controls such Person, including, in the case of a Member, such Member's Parent; and (c) each entity that is under common Complete Control with such Person, including, in the case of a Member, each entity that is Completely Controlled by such Member's Parent.

***Working Capital Requirements*** - an amount equal to the operating cash requirements for the operation of the Project for the next 3 succeeding calendar months (excluding any capital expenditures) as determined by the operating cash expenditures planned for the next succeeding calendar quarter according to the Budget.

Other terms defined herein have the meanings so given them.

1.02 ***Construction.*** Unless the context requires otherwise: (a) the gender (or lack of gender) of all words used in this Agreement includes the masculine, feminine, and neuter; (b) references to Articles and Sections refer to Articles and Sections of this Agreement; (c) references to Exhibits refer to the Exhibits attached to this Agreement, each of which is made a part hereof for all purposes; (d) references to Laws refer to such Laws as they may be amended from time to time, and references to particular provisions of a Law include any corresponding provisions of any succeeding Law; and (e) references to money refer to legal currency of the United States of America.

## ARTICLE 2
## ORGANIZATION

2.01 ***Formation.*** The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation, dated as of the Effective Date (the "*Delaware Certificate*"), with the Secretary of State of Delaware pursuant to the Act.

2.02 ***Name.*** The name of the Company is "Cabrillo Power I LLC" and all Company business must be conducted in that name or such other names that comply with Law as the Executive Committee may select.

2.03 ***Registered Office; Registered Agent; Principal Office in the United States; Other Offices.*** The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Delaware Certificate or such other office (which need not be a place of business of the Company) as the Executive Committee may designate in the manner provided by Law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Delaware Certificate or such other Person or Persons as the Executive Committee may designate in the manner provided by Law. The principal office of the Company in the United States shall be at such place as the Executive Committee may designate, which need not be in the State of Delaware, and the Company shall maintain records there or such other place as the Executive Committee shall designate and shall keep the street address of such principal office at the registered office of the Company in the State of Delaware. The Company may have such other offices as the Executive Committee may designate.

2.04 ***Purposes.*** The purposes of the Company are to acquire, operate and own the Project; to enter into, and perform its obligations under, the Project Agreements; and to engage in any activities directly or indirectly relating thereto, including obtaining financing for the foregoing.

2.05 ***Foreign Qualification.*** Prior to the Company's conducting business in any jurisdiction other than Delaware, the Executive Committee shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Executive Committee, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction. At the request of the Executive Committee, each Member shall execute, acknowledge, swear to, and deliver all certificates and other instruments conforming with this Agreement that are necessary or appropriate to qualify, continue, and terminate the Company as a foreign limited liability company in all such jurisdictions in which the Company may conduct business.



2.06 ***Term.*** The period of existence of the Company (the "*Term*") commenced on the Effective Date and shall end at such time as a certificate of cancellation is filed with the Secretary of State of Delaware in accordance with Section 11.04.

2.07 ***No State-Law Partnership.*** The Members intend that the Company not be a partnership (including a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and state tax purposes, and this Agreement may not be construed to suggest otherwise.

## ARTICLE 3
## MEMBERSHIP; DISPOSITIONS OF INTERESTS

3.01 ***Initial Members.*** The Initial Members are executing this Agreement as of the date of this Agreement as Members, each of which is admitted to the Company as a Member effective contemporaneously with the execution by such Person of this Agreement.

3.02 ***Representations, Warranties and Covenants.*** Each Member hereby represents, warrants and covenants to the Company and each other Member that the following statements are true and correct as of the Effective Date and shall be true and correct at all times that such Member is a Member:

(a) that Member is duly incorporated, organized or formed (as applicable), validly existing, and (if applicable) in good standing under the Law of the jurisdiction of its incorporation, organization or formation; if required by applicable Law, that Member is duly qualified and in good standing in the jurisdiction of its principal place of business, if different from its jurisdiction of incorporation, organization or formation; and that Member has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and all necessary actions by the board of directors, shareholders, managers, members, partners, trustees, beneficiaries, or other applicable Persons necessary for the due authorization, execution, delivery, and performance of this Agreement by that Member have been duly taken;

(b) that Member has duly executed and delivered this Agreement and the other documents contemplated herein, and they constitute the legal, valid and binding obligation of that Member enforceable against it in accordance with their terms (except as may be limited by bankruptcy, insolvency or similar Laws of general application and by the effect of general principles of equity, regardless of whether considered at law or in equity); and

(c) that Member's authorization, execution, delivery, and performance of this Agreement does not and will not (i) conflict with, or result in a breach, default or violation of, (A) the organizational documents of such Member, (B) any contract or agreement to which that Member is a party or is otherwise subject, or

(C) any Law, order, judgment, decree, writ, injunction or arbitral award to which that Member is subject; or (ii) require any consent, approval or authorization from, filing or registration with, or notice to, any Governmental Authority or other Person, unless such requirement has already been satisfied.

3.03 ***Dispositions and Encumbrances of Membership Interests and Member Equity***.

(a) ***General Restriction.*** A Member may not Dispose of or Encumber all or any portion of its Membership Interest except in strict accordance with this Section 3.03. (References in this Section 3.03 to Dispositions or Encumbrances of a "Membership Interest" shall also refer to Dispositions or Encumbrances of a portion of a Membership Interest.) Any attempted Disposition or Encumbrance of a Membership Interest, other than in strict accordance with this Section 3.03, shall be, and is hereby declared, null and void *ab initio*. The Members agree that a breach of the provisions of this Section 3.03 may cause irreparable injury to the Company and to the other Members for which monetary damages (or other remedy at law) are inadequate in view of (i) the complexities and uncertainties in measuring the actual damages that would be sustained by reason of the failure of a Member to comply with such provisions and (ii) the uniqueness of the Company business and the relationship among the Members. Accordingly, the Members agree that the provisions of this Section 3.03 may be enforced by specific performance.

(b) ***Dispositions of Membership Interests***.

(i) ***General Restriction.*** A Member may not Dispose of all or any portion of its Membership Interest except by complying with all of the following requirements:

(A) such Member must receive the unanimous consent of the non-Disposing Members, which consent may be granted or withheld by each of such other Members in their Sole Discretion; provided, however, that such consent need not be obtained if (I) the proposed Assignee is a Wholly-Owned Affiliate of the Disposing Member and (II) such proposed Assignee demonstrates to the reasonable satisfaction of the other Members that it has the ability to meet the financial and contractual commitments and other obligations of the Disposing Member; and

(B) such Member must comply with the requirements of Section 3.03(b)(iii) and, if the Assignee is to be admitted as a Member, Section 3.03(b)(ii).

(ii) ***Admission of Assignee as a Member.*** An Assignee has the right to be admitted to the Company as a Member, with the Membership Interest (and attendant Sharing Ratio) so transferred to such Assignee, only if (A) the Disposing Member making the Disposition has granted the Assignee either (I) the

Disposing Member's entire Membership Interest or (II) the express right to be so admitted; and (B) such Disposition is effected in strict compliance with this Section 3.03.

(iii) ***Requirements Applicable to All Dispositions and Admissions.*** In addition to the requirements set forth in Sections 3.03(b)(i) and 3.03(b)(ii), any Disposition of a Membership Interest and any admission of an Assignee as a Member shall also be subject to the following requirements, and such Disposition (and admission, if applicable) shall not be effective unless such requirements are complied with; provided, however, that the Executive Committee, in its sole and absolute discretion, may waive any of the following requirements:

(A) ***Disposition Documents.*** The following documents must be delivered to the Executive Committee and must be satisfactory, in form and substance, to the Executive Committee:

(I) ***Disposition Instrument.*** A copy of the instrument pursuant to which the Disposition is effected.

(II) ***Ratification of this Agreement.*** An instrument, executed by the Disposing Member and its Assignee, containing the following information and agreements, to the extent they are not contained in the instrument described in Section 3.03(b)(iii)(A)(I): (1) the notice address of the Assignee; (2) if applicable, the Parent of the Assignee; (3) the Sharing Ratios after the Disposition of the Disposing Member and its Assignee (which together must total the Sharing Ratio of the Disposing Member before the Disposition); (4) the Assignee's ratification of this Agreement and agreement to be bound by it, and its confirmation that the representations and warranties in Section 3.02 are true and correct with respect to it; (5) the Assignee's ratification of all of the Project Agreements and agreement by be bound by them, to the same extent that the Disposing Member was bound by them prior to the Disposition; and (6) representations and warranties by the Disposing Member and its Assignee (aa) that the Disposition and admission is being made in accordance with all applicable Laws, and (bb) that the matters set forth in Sections 3.03(b)(iii)(A)(III) and (IV) are true and correct.

(III) ***Securities Law Opinion.*** Unless the Membership Interest subject to the Disposition is registered under the Securities Act and any applicable state securities Law, or the proposed Assignee is a Wholly-Owned Affiliate as described in 3.03(b)(i)(A) above, a favorable opinion of the Company's legal counsel, or of other legal counsel acceptable to the Executive

Committee, to the effect that the Disposition and admission is being made pursuant to a valid exemption from registration under those Laws and in accordance with those Laws.

(IV) ***Tax Opinion.*** A favorable opinion of the Certified Public Accountants, or of other certified public accountants acceptable to the Executive Committee, to the effect that the Disposition would not result in the Company's being considered to have terminated within the meaning of Code Section 708.

(V) ***Amended LLC Agreement.*** An amended Agreement governing the rights and obligations of the Members, and making such changes to this Agreement as are necessary by the Disposition (e.g., the provisions pertaining to management of the LLC may be revised due to a Member having a non-Controlling interest in the Company).

(B) ***Payment of Expenses.*** The Disposing Member and its Assignee shall pay, or reimburse the Company for, all reasonable costs and expenses incurred by the Company in connection with the Disposition and admission, including the legal fees incurred in connection with the legal opinions referred to in Sections 3.03(b)(iii)(A)(III) and (IV), on or before the tenth Day after the receipt by that Person of the Company's invoice for the amount due.

(C) ***No Release.*** No Disposition of a Membership Interest shall effect a release of the Disposing Member from any liabilities to the Company or the other Members arising from events occurring prior to the Disposition.

(c) ***Disposition Resulting in Change of Member Control***.

(i) In the event a Change of Member Control is contemplated in that a Person with a direct or indirect Controlling equity interest in a Member receives a valid and binding third party offer (the "Offer") for a Controlling interest in such Member (the "Transferred Interest"), such Member (the "Selling Member") shall give notice in writing to the other Members (the "Non-Selling Members"), enclosing a true copy of the Offer. Such notice shall describe the material terms and conditions of the Offer, including without limitation the proposed purchase price, the amount and kind of consideration to be paid and the identity of the offeror (the "Offeror"). The Non-Selling Members shall have a right, exercisable by giving notice to the Selling Member (with a copy to each Non-Selling Member) within 10 Days of receipt of such notice, to purchase a percentage of the Transferred Interest. Said percentage shall be equal to the ratio of the Sharing Ratio of each such Non-Selling Member to the sum of all Sharing Ratios of all Non-Selling Members.

(ii) The Company shall inform the Non-Selling Members if they have not elected unanimously to purchase either a portion of the Transferred Interest pursuant to clause (i) or in some other agreed-upon portion. They shall then have five (5) days to agree to buy all of the Transferred Interest for the proposed purchase price on the terms set forth in the Offer. If an agreement is reached, the participating Non-Selling Members shall take such actions as are reasonably necessary to close the transaction as soon as possible but no later than 20 Days after all necessary governmental approvals have been obtained or otherwise satisfied. At such closing, the Selling Member shall, and hereby covenants to, transfer the Transferred Interest free and clear of any and all Encumbrances other than Encumbrances arising out of related financing, or Encumbrances arising out of the Company's financing of the Project.

(iii) If the Non-Selling Members do not agree to buy all of the Transferred Interest by the end of the 5 day period, then the Selling Member shall have 60 days thereafter to sell the Transferred Interest to the Offeror on the terms stated in the notice.

(iv) After the expiration of the time periods for the closing of a purchase or transfer set forth in this Section 3.03(c), no Change of Member Control may occur except by a Transferring Member submitting another notice of proposed Change of Member Control and following the procedures set forth in this Section 3.03(c).

(v) Any Change of Member Control must also comply with Section 3.03(b)(iii) (except for Section 3.03(b)(iii)(A)(V)).

(vi) Any attempted Change of Control, other than in strict accordance with this Section 3.03(c), shall be, and is hereby declared, null and void *ab initio*. The Members agree that a breach of the provisions of this Section 3.03(c) may cause irreparable injury to the Company and to the other Members for which monetary damages (or other remedy at law) are inadequate in view of (A) the complexities and uncertainties in measuring the actual damages that would be sustained by reason of the failure of a Member to comply with such provisions and (B) the uniqueness of the Company business and the relationship among the Members. Accordingly, the Members agree that the provisions of this Section 3.03(c) may be enforced by specific performance.

(d) ***Other Disposition of Interest in Member.***

(i) Any direct or indirect Disposition of an equity interest in a Member, including in a Person that controls such Member (other than in such Member's Parent, or Parents, in the case of the Initial Members), which Disposition is less than that which constitutes a Change of Member Control, requires the consent of the other Members, which consent shall not be unreasonably withheld by such other Members, provided that a Member shall not be deemed unreasonable in withholding its consent if the proposed assignee of the subject equity interest is, or is an Affiliate (including without limitation a

Wholly-Owned Subsidiary) of, a direct competitor of such Member in the independent power generation and/or marketing business, and consent is being withheld for legitimate business or strategic reasons. Notwithstanding the foregoing, such consent need not be obtained if (A) the proposed assignee of the equity interest is a wholly-owned Affiliate of the Member in which the interest is to be directly or indirectly Disposed, and (B) such proposed assignee demonstrates to the reasonable satisfaction of the other Members that it has the ability to meet the financial and contractual commitments and other obligations of the Member in which the Disposition is contemplated. Any direct or indirect Disposition of an equity interest in a Member must also comply with the requirements of Section 3.03(b)(iii) (except for Section 3.03(b)(iii)(A)(V)).

(ii) Any attempted direct or indirect Disposition of an Equity Interest in a Member, which Disposition does not constitute a Change of Control, other than in strict accordance with this Section 3.03(d), shall be, and is hereby declared, null and void *ab initio*. The Members agree that a breach of the provisions of this Section 3.03(d) may cause irreparable injury to the Company and to the other Members for which monetary damages (or other remedy at law) are inadequate in view of (A) the complexities and uncertainties in measuring the actual damages that would be sustained by reason of the failure of a Member to comply with such provisions and (B) the uniqueness of the Company business and the relationship among the Members. Accordingly, the Members agree that the provisions of this Section 3.03(d) may be enforced by specific performance.

(e) ***Encumbrances of Membership Interest and Member Equity.*** A Member may not Encumber its Membership Interest, or permit an Encumbrance against the equity interests in such Member or in a Person that Controls such Member (other than interests in such Member's Parent, or Parents, in the case of the Initial Members), without the unanimous consent of the non-Encumbering Members, which may be granted or withheld in their sole discretion. If such unanimous consent is granted, a Member may Encumber its Membership Interest (or suffer an Encumbrance against the equity interests in such Member or in Persons that Control such Member), only if the instrument creating such Encumbrance provides that any foreclosure of such Encumbrance (or Disposition in lieu of such foreclosure) must comply with the requirements of Section 3.03(b), unless waived by the other Members.

3.04 ***Creation of Additional Membership Interest.*** Additional Membership Interests may be created and issued to existing Members or to other Persons, and such other Persons may be admitted to the Company as Members, with the unanimous consent of the existing Members, on such terms and conditions as the existing Members may unanimously determine at the time of admission. The terms of admission or issuance must specify the Sharing Ratios applicable thereto and may provide for the creation of different classes or groups of Members having different rights, powers, and duties. The Executive Committee may reflect the creation of any new class or group in an amendment to this Agreement indicating the different rights, powers, and duties. Any such admission is effective only after the new Member has executed and delivered to the Members an instrument containing the notice address of the new Member, the Assignee's

ratification of this Agreement and agreement to be bound by it, and its confirmation that the representations and warranties in Section 3.02 are true and correct with respect to it. The provisions of this Section 3.04 shall not apply to Dispositions of Membership Interests or admissions of Assignees in connection therewith, such matters being governed by Section 3.03.

3.5 ***Access to Information***. Each Member shall be entitled to receive any information that it may reasonably request concerning the Company; provided, however, that this Section 3.05 shall not obligate the Company, the Executive Committee to create any information that does not already exist at the time of such request (other than to convert existing information from one medium to another, such as providing a printout of information that is stored in a computer database). Each Member shall also have the right, upon reasonable notice, and at all reasonable times during usual business hours to inspect the properties of the Company and to audit, examine and make copies of the books of account and other records of the Company. Such right may be exercised through any agent or employee of such Member designated in writing by it or by an independent public accountant, engineer, attorney or other consultant so designated. The Member making the request shall bear all costs and expenses incurred in any inspection, examination or audit made on such Member's behalf. Moreover, the Member making the request shall indemnify the Company and its Members for any and all Claims arising out of or related to any activities of Member's agent, employee, independent public accountant, engineer, attorney or other consultant while present at and traveling to and from the Project. Confidential Information obtained pursuant to this Section 3.05 shall be subject to the provisions of Section 3.06.

3.6 ***Confidential Information***. (a) Except as permitted by Section 3.06(b), (i) each Member shall keep confidential all Confidential Information and shall not disclose any Confidential Information to any Person, including any of its Affiliates, and (ii) each Member shall use the Confidential Information only in connection with the Company.

(b) Notwithstanding Section 3.06(a), but subject to the other provisions of this Section 3.06, a Member may make the following disclosures and uses of Confidential Information:

(i) disclosures to another Member in connection with the Company;

(ii) disclosures and uses that are approved by the Executive Committee;

(iii) disclosures to a Wholly-Owned Affiliate of such Member, if such Wholly-Owned Affiliate has agreed to abide by the terms of this Section 3.06;

(iv) disclosures to a Person that is not a Member or an Affiliate of a Member, if such Person has been retained to provide services by the Member in

connection with the Company or such Member's Membership Interest and has agreed to abide by the terms of this Section 3.06;

(v) disclosures to lenders, potential lenders or other Persons providing financing for the Project, potential equity purchasers, if such Persons have agreed to abide by the terms of this Section 3.06;

(vi) disclosures to SDG&E, ISO, and their consultants and representatives;

(vii) disclosures to Governmental Authorities that are necessary to operate the Project consistent with the Project Agreements;

(viii) disclosures that a Member is legally compelled to make by deposition, interrogatory, request for documents, subpoena, civil investigative demand, order of a court of competent jurisdiction, or similar process, or otherwise by Law or securities exchange requirements; provided, however, that prior to any such disclosure, such Member shall, to the extent legally permissible:

(A) provide the Executive Committee with prompt notice of such requirements so that one or more of the Members may seek a protective order or other appropriate remedy or waive compliance with the terms of Section 3.06(a);

(B) consult with the Executive Committee on the advisability of taking steps to resist or narrow such disclosure; and

(C) cooperate with the Executive Committee and with the other Members in any attempt one or more of them may make to obtain a protective order or other appropriate remedy or assurance that confidential treatment will be afforded the Confidential Information; and in the event such protective order or other remedy is not obtained, or the other Members waive compliance with the provisions hereof, such Member agrees (I) to furnish only that portion of the Confidential Information that the other Members are advised by counsel to the disclosing Member is legally required and (II) to exercise all reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

(c) Each Member shall take such precautionary measures as may be required to ensure (and such Member shall be responsible for) compliance with this Section 3.06 by any of its Affiliates, and its and their directors, officers, employees and agents, and other Persons to which it may disclose Confidential Information in accordance with this Section 3.06.

(d) A Terminated Member shall promptly destroy (and provide a certificate of destruction to the Company with respect to) or return to the Company, as directed by the Executive Committee, all Confidential Information in its possession. Notwithstanding the immediately-preceding sentence, a Terminated Member may, subject to the other provisions of this Section 3.06, retain and use Confidential Information for the limited purpose of preparing such Terminated Member's tax returns and defending audits, investigations and proceedings relating thereto.

(e) The Members agree that no adequate remedy at law exists for a breach or threatened breach of any of the provisions of this Section 3.06, the continuation of which unremedied will cause the Company and the other Members to suffer irreparable harm. Accordingly, the Members agree that the Company and the other Members shall be entitled, in addition to other remedies that may be available to them, to immediate injunctive relief from any breach of any of the provisions of this Section 3.06 and to specific performance of their rights hereunder, as well as to any other remedies available at law or in equity.

(f) The obligations of the Members under this Section 3.06 shall terminate on the third anniversary of the end of the Term.

3.07 ***Liability to Third Parties***. No Member shall be liable for the debts, obligations or liabilities of the Company, unless such liability is expressly agreed to in writing by such Member.

3.08 ***Withdrawal***. A Member may not withdraw or resign from the Company.

**ARTICLE 4**
**CAPITAL CONTRIBUTIONS**

4.01 ***Capital Contributions***. Without creating any rights in favor of any third party, each Member shall contribute to the Company, in cash, on or before the date specified as hereinafter described, that Member's Sharing Ratio of all monies that in the judgment of the Executive Committee are necessary to enable the Company to acquire the Project from SDG&E and to cause the assets of the Company to be properly operated and maintained and to discharge its costs, expenses, obligations, and liabilities, including without limitation its Sharing Ratio of the purchase price set forth in the Asset Sale Agreement, and its Sharing Ratio of Working Capital Requirements in order to bring current Company bank accounts to an amount equal to the Working Capital Requirements, as more particularly described in Section 5.01 below. The Executive Committee shall notify each other Member of the need for Capital Contributions pursuant to this Section 4.01 when appropriate, which notice must include a statement in reasonable detail of the proposed uses of the Capital Contributions and a date (which date may be no earlier than the fifth Business Day following each Member's receipt of its

notice) before which the Capital Contributions must be made. Notices for Capital Contributions must be made to all Members in accordance with their Sharing Ratios.

Notwithstanding anything contained herein, pursuant to Article VII of the Preliminary Agreement, the Members agree that the Company shall reimburse NRG or DPDC, as applicable, for all Development Costs (as defined in the Preliminary Agreement) incurred by NRG or DPDC (and their respective Affiliates) prior to the Acquisition Date.

4.02 ***Failure to Contribute***. (a) If a Member does not contribute, within 10 Days of the date required, all or any portion of a Capital Contribution that Member is required to make as provided in this Agreement, the other Members may cause the Company to exercise, on notice to that Member (the *"Non-Contributing Member"*), one or more of the following remedies:

(i) taking such action (including court proceedings) as the other Members may deem appropriate to obtain payment by the Non-Contributing Member of the portion of the Non-Contributing Member's Capital Contribution that is in default, together with interest thereon at the Default Rate from the date that the Capital Contribution was due until the date that it is made, all at the cost and expense of the Non-Contributing Member;

(ii) permitting the other Members in proportion to their Sharing Ratios or in such other percentages as they may agree (the *"Lending Member,"* whether one or more), to advance the portion of the Non-Contributing Member's Capital Contribution that is in default, with the following results:

(A) the sum advanced constitutes a loan from the Lending Member to the Non-Contributing Member and a Capital Contribution of that sum to the Company by the Non-Contributing Member pursuant to the applicable provisions of this Agreement,

(B) the principal balance of the loan and all accrued unpaid interest thereon is due and payable in whole on the tenth Day after written demand therefor by the Lending Member to the Non-Contributing Member,

(C) the amount lent bears interest at the Default Rate from the Day that the advance is deemed made until the date that the loan, together with all interest accrued on it, is repaid to the Lending Member,

(D) all distributions from the Company that otherwise would be made to the Non-Contributing Member (whether before or after dissolution of the Company) instead shall be paid to the Lending Member until the loan and all interest accrued on it have been paid in full to the

Lending Member (with payments being applied first to accrued and unpaid interest and then to principal),

(E) the payment of the loan and interest accrued on it is secured by a security interest in the Non-Contributing Member's Membership Interest, as more fully set forth in Section 4.02(b), and

(F) the Lending Member has the right, in addition to the other rights and remedies granted to it pursuant to this Agreement or available to it at Law or in equity, to take any action (including court proceedings) that the Lending Member may deem appropriate to obtain payment by the Non-Contributing Member of the loan and all accrued and unpaid interest on it, at the cost and expense of the Non-Contributing Member;

(iii) exercising the rights of a secured party under the Uniform Commercial Code of the State of Delaware, as more fully set forth in Section 4.02(b); or

(iv) exercising any other rights and remedies available at Law or in equity.

In addition, the failure to make such contributions shall constitute a Default by the Non-Contributing Member, and the other Members shall have the rights set forth in Article 9 with respect to such Default.

(b) Each Member grants to the Company, and to each Lending Member with respect to any loans made by the Lending Member to that Member as a Non-Contributing Member pursuant to Section 4.02(a)(ii), as security, equally and ratably, for the payment of all Capital Contributions that Member has agreed to make and the payment of all loans and interest accrued on them made by Lending Members to that Member as a Non-Contributing Member pursuant to Section 4.02(a)(ii), a security interest in and a general lien on its Membership Rights and the proceeds thereof, all under the Uniform Commercial Code of the State of Delaware. On any default in the payment of a Capital Contribution or in the payment of such a loan or interest accrued on it, the Company or the Lending Member, as applicable, is entitled to all the rights and remedies of a secured party under the Uniform Commercial Code of the State of Delaware with respect to the security interest granted in this Section 4.02(b). Each Member shall execute and deliver to the Company and the other Members all financing statements and other instruments that the Lending Member may request to effectuate and carry out the preceding provisions of this Section 4.02(b). At the option of a Lending Member, this Agreement or a carbon, photographic, or other copy hereof may serve as a financing statement.

4.03 ***Loans***. If the Company does not have sufficient cash to pay its obligations, any Member(s) that may agree to do so with the consent of the Executive Committee may advance all or part of the needed funds to or on behalf of the Company.



An advance described in this Section 4.03 constitutes a loan from the Member to the Company, bears interest at a rate determined by the Executive Committee from the date of the advance until the date of payment, and is not a Capital Contribution.

4.04 ***Return of Contributions***. Except as expressly provided herein, a Member is not entitled to the return of any part of its Capital Contributions or to be paid interest in respect of either its Capital Account or its Capital Contributions. An unrepaid Capital Contribution is not a liability of the Company or of any Member. A Member is not required to contribute or to lend any cash or property to the Company to enable the Company to return any Member's Capital Contributions.

4.05 ***Capital Accounts***. A Capital Account shall be established and maintained for each Member. Each Member's Capital Account shall be increased by (a) the amount of money contributed by that Member to the Company, (b) the fair market value of property contributed by that Member to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under Section 752 of the Code), and (c) allocations to that Member of Company income and gain (or items thereof), including income and gain exempt from tax and income and gain described in Treasury Regulation Section 1.704-l(b)(2)(iv)(g), but excluding income and gain described in Treasury Regulation Section 1.704-1 (b)(4)(i), and shall be decreased by (d) the amount of money distributed to that Member by the Company, (e) the fair market value of property distributed to that Member by the Company (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under Section 752 of the Code), (f) allocations to that Member of expenditures of the Company described (or treated as described) in Section 705(a)(2)(B) of the Code, and (g) allocations of Company loss and deduction (or items thereof), including loss and deduction described in Treasury Regulation Section 1.704-1(b)(2)(iv)(g), but excluding items described in (f) above and loss or deduction described in Treasury Regulation Section 1.704-l(b)(4)(i) or 1.704-l(b)(4)(iii). The Members' Capital Accounts shall also be maintained and adjusted as permitted by the provisions of Treasury Regulation Section 1.704-1(b)(2)(iv)(i) and as required by the other provisions of Treasury Regulation Sections 1.704-l(b)(2)(iv) and l.704-l(b)(4), including adjustments to reflect the allocations to the Members of depreciation, depletion, amortization, and gain or loss as computed for book purposes rather than the allocation of the corresponding items as computed for tax purposes, as required by Treasury Regulation Section 1.704-l(b)(2)(iv)(g). Thus, the Members' Capital Accounts shall be increased or decreased to reflect a revaluation of the Company's property on its books based on the fair market value of the Company's property on the date of adjustment immediately prior to (A) the contribution of money or other property to the Company by a new or existing Member as consideration for a Membership Interest or an increased Sharing Ratio, (B) the distribution of money or other property by the Company to a Member as consideration for a Membership Interest, or (C) the liquidation of the Company. A Member that has more than one Membership Interest shall have a single Capital Account that reflects all such Membership Interests, regardless of the class of Membership Interests owned by such Member and regardless of the time or manner in which such Membership Interests

were acquired. Upon the Disposition of all or a portion of a Membership Interest, the Capital Account of the Disposing Member that is attributable to such Membership Interest shall carry over to the Assignee in accordance with the provisions of Treasury Regulation Section 1.704-l(b)(2)(iv)(l).

## ARTICLE 5
## DISTRIBUTIONS AND ALLOCATIONS

5.01 ***Distributions or Requests for Capital Contributions***. Distributions to the Members shall be made only to all simultaneously in proportion to their respective Sharing Ratios (at the time the amounts of such distributions are determined) and in such aggregate amounts and at such times as shall be determined by the Executive Committee. The Executive Committee shall endeavor to distribute to the Members, on or before the end of each calendar quarter, or more often if approved by the Executive Committee, the estimated amount of any cash available for such calendar quarter (net of any adjustments, if any, made to reflect the actual cash available for the preceding calendar quarter) in excess of the Working Capital Requirements balance, or shall request Capital Contributions pursuant to Section 4.01 for any amount required to bring current cash available in the Company bank accounts to an amount equal to the Working Capital Requirements, as applicable. If additional cash is needed to supplement the Company bank accounts, as aforesaid, each Member agrees to pay its Sharing Ratio of such amount within 10 working Days of its receipt of a request for same. Any cash in excess of the Working Capital Requirements shall be distributed to the Members based on their respective Sharing Ratios. At the time a quarterly (or other) distribution is made, each Member shall have the option to fund its share of any Working Capital Requirements as a Capital Contribution instead of having such amounts deducted from the quarterly distributions distributed to the Members, in which event, such Member's distribution shall be increased by an amount equal to its Sharing Ratio of the Working Capital Requirements amount contained in the Company's bank accounts prior to depositing any Capital Contributions from the Member(s) who elect to fund its/their share of such Working Capital Requirements. The funding of any such Working Capital Requirements shall be made on or prior to the distribution to such Member.

5.02 ***Distributions on Dissolution and Winding Up***. Upon the dissolution and winding up of the Company, after adjusting the Capital Accounts for all distributions made under Section 5.01 and all allocations under Article 5, all available proceeds distributable to the Members as determined under Section 11.02 shall be distributed to all of the Members to the extent of the Members' positive Capital Account balances.

5.03 ***Allocations***. (a) For purposes of maintaining the Capital Accounts pursuant to Section 4.05 and for income tax purposes, except as provided in Section 5.03(b), each item of income, gain, loss, deduction and credit of the Company shall be allocated to the Members in accordance with their Sharing Ratios.

(b) For income tax purposes, income, gain, loss, and deduction with respect to property contributed to the Company by a Member or revalued pursuant to Treasury Regulation Section 1.704-l(b)(2)(iv)(f) shall be allocated among the Members in a manner that takes into account the variation between the adjusted tax basis of such property and its book value, as required by Section 704(c) of the Code and Treasury Regulation Section 1.704-l(b)(4)(i), using the remedial allocation method permitted by Treasury Regulation Section 1.704-3(d).

(c) With respect to allocations of non-recourse liabilities of the Company, each Member shall bear the corresponding tax burden of including relief from those liabilities in their amount realized upon disposition of property encumbered by the non recourse debt.

5.04 ***Varying Interests***. All items of income, gain, loss, deduction or credit shall be allocated, and all distributions shall be made, to the Persons shown on the records of the Company to have been Members as of the last calendar day of the period for which the allocation or distribution is to be made. Notwithstanding the foregoing, if during any taxable year there is a change in any Member's Sharing Ratio, the Members agree that their allocable shares of such items for the taxable year shall be determined on any method determined by the Executive Committee to be permissible under Code Section 706 and the related Treasury Regulations to take account of the Members' varying Sharing Ratios.

5.05 ***Qualified Income Offset***.

(a) Notwithstanding Section 5.03 hereof, if the allocation of loss or deduction (or any item thereof) would cause or increase a negative balance in a Member's capital account as of the end of the fiscal year of the Company to which such allocation relates, such allocation will be reallocated to the other Members to the extent necessary to avoid causing or increasing, as the case may be, a negative balance in such Member's capital account or in any other Member's capital account. For purposes of determining whether an allocation causes or increases a negative balance in a capital account, such Member's capital account shall also be reduced for:

(i) distributions that, as of the end of such fiscal year, reasonably are expected to be made to such Member to the extent that they exceed offsetting increases to such Member's capital account that reasonably are expected to occur during (or prior to) the fiscal years in which such distributions are reasonably expected to be made (other than increases pursuant to the minimum gain chargeback provision described in Section 5.06 hereof); and

(ii) allocations of loss and deduction that, as of the end of such fiscal year, reasonably are expected to be made to such Member pursuant

to Sections 704(e)(2) and 706(d) of the Code and Treasury Regulation Section 1.751-l(b)(2)(ii).

(b) Notwithstanding Section 5.03 hereof, if a Member unexpectedly receives an adjustment, allocation, or distribution described in clauses (i) or (ii) of Section 5.05(a) hereof and if such adjustment, allocation or distribution had been anticipated it would have altered allocations in accordance with Section 5.05(a) hereof, the Member shall be allocated items of income and gain (consisting of a pro rata portion of each item of Company income, including gross income, and gain for each fiscal year) in an amount and manner sufficient to eliminate such negative balance in such Member's capital account as quickly as possible. If allocations to more than one Member are required under this Section 5.05(b) and there is sufficient income or gain to eliminate fully all such negative balances, such income and gain will be allocated to such Members in proportion to their negative capital account balances.

(c) Any allocation of items of income or gain pursuant to Section 5.05(b) or 5.06 hereof shall be taken into account in computing subsequent allocations of income, gain, loss, or deductions pursuant to Section 5.03 hereof, so that the aggregate income or loss allocated to each Member pursuant to Section 5.03 hereof shall, to the extent possible and to the extent not inconsistent with other provisions of this Section 5.05 or with Section 5.06 hereof, be equal to such aggregate amount that would have been allocated to each such Member pursuant to the provisions of Section 5.03 hereof if, in the case of allocations pursuant to Section 5.05(b) hereof, such unexpected adjustment, allocations or distributions had not occurred, or in the case of Section 5.06 hereof, there was no minimum gain chargeback.

5.06 ***Minimum Gain Chargeback***. Notwithstanding Section 5.03 hereof, if there is a net decrease in minimum gain (computed in accordance with Treasury Regulation Section 1.704-2(d)) ("Minimum Gain") during any fiscal year, all Members with negative capital account balances at the end of such fiscal year (computed after taking into account such net decrease) will be allocated, before any other allocations are made for such fiscal year, items of income and gain for such fiscal year (and, if necessary for subsequent fiscal years) in the amounts and in the proportions needed to eliminate such negative capital account balances as quickly as possible. For purposes of the preceding sentence, Members' negative capital account balances shall be increased for the items described in clauses (i) and (ii) of Section 5.05(a) hereof. The Minimum Gain chargeback allocated in accordance with this Section 5.06 shall consist first of gains recognized from the disposition of items of property subject to one or more nonrecourse liabilities to the extent of the decrease in Minimum Gain attributable to the disposition of such items of property, with the remainder of such Minimum Gain chargeback, if any, made up of a pro rata portion of the Company's other items of income and gain for such fiscal year. If, however, the gains from the disposition of items of property subject to nonrecourse liabilities exceed the amount of Minimum Gain to be charged back pursuant

to this Section 5.06, a proportional share of each such gain shall constitute a part of the Minimum Gain chargeback. The rules of this Section 5.06 shall be applied before the rules of Section 5.03 hereof.

5.07 ***Member Services or Use of Member Property***. All transactions involving services rendered by a Member or use of property owned by a Member shall be governed by Section 707(a) of the Code and the Treasury Regulations promulgated thereunder.

**ARTICLE 6**
**MANAGEMENT**

6.01 ***Management by Members***. Except as described below in Section 6.03, the management of the Company is fully vested in the Members, acting exclusively in their membership capacities. To facilitate the orderly and efficient management of the Company, the Members shall act (a) collectively as a "committee of the whole" (named the Executive Committee) pursuant to Section 6.02, (b) through the delegation of responsibility and authority to the Manager pursuant to Section 6.03, and (c) through the delegation from time to time of certain responsibility and authority to particular Members pursuant to Section 6.04. No Member has the right, power or authority to act for or on behalf of the Company, to do any act that would be binding on the Company, or to incur any expenditures on behalf of the Company, except in accordance with the immediately preceding sentence. Decisions or actions taken in accordance with the provisions of this Agreement shall constitute decisions or actions by the Company and shall be binding on each Member, Representative, Officer and employee of the Company.

6.02 ***Executive Committee***. The Members shall act collectively through meetings as a "committee of the whole," which is hereby named the *"Executive Committee."* The Executive Committee shall conduct its affairs in accordance with the following provisions and the other provisions of this Agreement:

(a) ***Representatives***.

(i) ***Designation***. To facilitate the orderly and efficient conduct of Executive Committee meetings, each Member shall notify the other Members, from time to time, of the identity of two of its officers, employees or agents who will represent it at such meetings (each a *"Representative"*). In addition, each Member may (but shall have no obligation to) notify the other Members, from time to time, of the identity of other officers, employees or agents who will represent it at any meeting that the Member's Representatives are unable to attend (each an *"Alternate Representative"*). (The term *"Representative"* shall also refer to any Alternate Representative that is actually performing the duties of the applicable Representative.) The initial Representatives of each Member are set forth on Exhibit A attached hereto. A Member may

designate different Representatives or Alternate Representatives for any meeting of the Executive Committee by notifying each of the other Members at least three Business Days prior to the scheduled date for such meeting; provided, however, that if giving such advance notice is not feasible, then such new Representatives or Alternate Representatives shall present written evidence of their authority at the commencement of such meeting.

(ii) ***Authority.*** Each Representative shall have the full authority to act on behalf of the Member that designated such Representative; the action of a Representative at a meeting (or through a written consent) of the Executive Committee shall bind the Member that designated such Representative; and the other Members shall be entitled to rely upon such action without further inquiry or investigation as to the actual authority (or lack thereof) of such Representative. In addition, the act of an Alternate Representative shall be deemed the act of the Representative for which such Alternate Representative is acting, without the need to produce evidence of the absence or unavailability of such Representative.

(iii) ***DISCLAIMER OF DUTIES; INDEMNIFICATION***. EACH REPRESENTATIVE SHALL REPRESENT, AND OWE DUTIES TO, ONLY THE MEMBER THAT DESIGNATED SUCH REPRESENTATIVE (THE NATURE AND EXTENT OF SUCH DUTIES BEING AN INTERNAL CORPORATE AFFAIR OF SUCH MEMBER), AND NOT TO THE COMPANY, ANY OTHER MEMBER OR REPRESENTATIVE, OR ANY OFFICER OR EMPLOYEE OF THE COMPANY. THE PROVISIONS OF SECTION 6.06 SHALL ALSO INURE TO THE BENEFIT OF EACH MEMBER'S REPRESENTATIVES. THE COMPANY SHALL INDEMNIFY, PROTECT, DEFEND, RELEASE AND HOLD HARMLESS EACH REPRESENTATIVE FROM AND AGAINST ANY CLAIMS ASSERTED BY OR ON BEHALF OF ANY PERSON (INCLUDING ANOTHER MEMBER), OTHER THAN THE MEMBER THAT DESIGNATED SUCH REPRESENTATIVE, THAT ARISE OUT OF, RELATE TO OR ARE OTHERWISE ATTRIBUTABLE TO, DIRECTLY OR INDIRECTLY, SUCH REPRESENTATIVE'S SERVICE ON THE EXECUTIVE COMMITTEE, EXCEPT THOSE CLAIMS ARISING OUT OF THE FRAUD OR "WILLFUL MISCONDUCT OF SUCH REPRESENTATIVE.

(iv) ***Attendance.*** Each Member shall use all reasonable efforts to cause its Representatives or Alternate Representatives to attend each meeting of the Executive Committee, unless its Representatives are unable to do so because of a "force majeure" event or other event beyond his

reasonable control, in which event such Member shall use all reasonable efforts to cause its Representatives or Alternate Representatives to participate in the meeting by telephone pursuant to Section 6.02(h).

(b) ***Chairman and Secretary.*** One of the Representatives will be designated as Chairman of the Executive Committee, in accordance with this Section 6.02(b), to preside over meetings of the Executive Committee. Until the first anniversary of the Effective Date, the Chairman shall be a Representative designated by DPC-CI. Thereafter, the Chairmanship shall be rotated on an annual basis among the Representatives of the Members, with such rotation proceeding in inverse order of Sharing Ratios (and alphabetically among Members with identical Sharing Ratios), and with DPC-CI being excluded from the first round of rotation. Any Member may waive its right to the Chairmanship. The Executive Committee shall also designate a Secretary of the Executive Committee, who need not be a Representative.

(c) ***Procedures.*** The Secretary of the Executive Committee shall maintain written minutes of each of its meetings, which shall be submitted for approval no later than the next regularly-scheduled meeting. The Executive Committee may adopt whatever rules and procedures relating to its activities as it may deem appropriate, provided that such rules and procedures shall not be inconsistent with or violate the provisions of this Agreement.

(d) ***Time and Place of Meetings.*** The Executive Committee shall meet quarterly, subject to more or less frequent meetings upon approval of the Executive Committee. Notice of, and an agenda for, all Executive Committee meetings shall be provided by the Chairman to all Members at least ten Days prior to the date of each meeting, together with proposed minutes of the previous Executive Committee meeting (if such minutes have not been previously ratified). Special meetings of the Executive Committee may be called at such times, and in such manner, as any Member deems necessary. Any Member calling for any such special meeting shall notify the Chairman, who in turn shall notify all Members of the date and agenda for such meeting at least 10 Days prior to the date of such meeting. Such ten-Day period may be shortened by the Executive Committee. All meetings of the Executive Committee shall be held at a location designated by the Chairman. Attendance of a Member at a meeting of the Executive Committee shall constitute a waiver of notice of such meeting, except where such Member attends the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(e) ***Quorum.*** The presence of one Representative designated by each Member shall constitute a quorum for the transaction of business at any meeting of the Executive Committee.

(f) ***Voting.*** Except as provided otherwise in this Agreement, (i) voting at any meeting of the Executive Committee shall be according to the Members' respective Sharing Ratios, and (ii) the affirmative vote of Members holding a majority of the Sharing Ratios shall constitute the act of the Executive Committee.

(g) ***Action by Written Consent.*** Any action required or permitted to be taken at a meeting of the Executive Committee may be taken without a meeting, without prior notice, and without a vote if a consent or consents in writing, setting forth the action so taken, is signed by Members that could have taken the action at a meeting of the Executive Committee at which all Members entitled to vote on the action were represented and voted.

(h) ***Meetings by Telephone.*** Members may participate in and hold such meeting by means of conference telephone, video conference or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a Member participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(i) ***Subcommittees.*** The Executive Committee may create such subcommittees, delegate to such subcommittees such authority and responsibility, and rescind any such delegations, as it may deem appropriate.

(j) ***Officers.*** The Executive Committee may designate one or more Persons to be Officers of the Company. Any Officers so designated shall have such titles and, subject to the other provisions of this Agreement, have such authority and perform such duties as the Executive Committee may specifically delegate to them and shall serve at the pleasure of the Executive Committee.

6.03 ***Manager.*** The Members, through unanimous vote, shall designate a manager of the Company (the "Manager"), who shall be an employee of one of the Members (or their Wholly-Owned Affiliates).

(a) ***Manager's Duties.*** The Manager shall, under the direction of the Executive Committee, perform the following duties:

(i) generally direct and coordinate the day-to-day business activities of the Company, subject to subsection 6.03(b) below;
(ii) except as specifically delegated by the Company pursuant to the O&M Management Services Agreement and the Energy Management Agreement, administer, enforce and supervise the Project Agreements to ensure compliance therewith, and performance thereunder that conforms with the business plan of the

Company (provided that any payment made under a Project Agreement to an Affiliate of the Member whose Affiliate is the employer of the Manager shall require the prior approval of the other Member);

(iii) prepare and submit for approval the Budget, business plans, forecasts, and amendments/supplements thereto;

(iv) monitor and ensure compliance by the Company with laws, regulations, permits and directives of governmental agencies with jurisdiction over the Project and its operations, including without limitation the ISO, the California Power Exchange, the Federal Energy Regulatory Commission and the California Public Utilities Commission;

(v) represent the Company in public and community relations;

(vi) prepare and submit summary reports;

(vii) administer the services of outside professional consultants engaged by the Manager to perform his or her duties described herein; and

(viii) perform any other duties specifically delegated to the Manager by the Executive Committee.

(b) ***Limitations on Manager's Authority.*** Notwithstanding the above, without the prior written approval of the Executive Committee, the Manager shall not take any actions with respect to:

(i) the borrowing of money or other financings;

(ii) the making of loans or advances or granting of financial or operating guarantees;

(iii) the sale or lease of any asset or group of assets (other than in the ordinary course of business);

(iv) the acquisition of any asset or group of assets (other than in the ordinary course of business);

(v) prior to the termination of the SDG&E O&M Contract, the negotiation of, entering into, termination of, or material amendment or modification of any labor contracts or any other agreement pertaining to the business, finances or operations of the Company;

(vi) changes in or adoption of accounting practices or the engagement or termination of the Company's Certified Public Accountants;

(vii) changes in or adoption of any material tax position or policy;

(viii) acquiring any insurance coverage or any material change therein;

(ix) distributions to the Members of cash or other assets;

(x) approval of any capital improvements budget, any capital maintenance budget or any operating budget, which are part of the Budget;

(xi) any commitment or expenditure more than 10% in excess of any annual budgeted amounts set forth in the Budget, or any expenditure in excess of other budgeted amounts under any capital maintenance budget or any capital improvements budget previously approved by the Executive Committee;

(xii) material contracts or transactions with either Member or an Affiliate of either Member;

(xiii) renewal or termination of any agreement between the Company and a Member or an Affiliate of a Member, or the modification or amendment of any material term of any agreement between the Company and a Member or an Affiliate of a Member;

(xiv) employment of attorneys in connection with any legal claim or settlement of any action relating to a legal claim which could have a material effect on the Company or either Member;

(xv) the entering into of any new line of business;

(xvi) the making, execution or delivery of any assignment of judgment, chattel mortgage, deed, guarantee, indemnity bond, surety bond or contract to sell all or substantially all of the property of the Company; or

(xvii) any merger, consolidation, reorganization, creation of subsidiaries or entering into any joint ventures.

The Manager shall have only the specific duties set forth herein or delegated by the Executive Committee and authority to perform those duties; shall have no right to make contributions to, or to share in the profits and losses of, and distributions from, the Company; and shall have no right to vote on any matter pertaining to the Company.

(c) ***Service and Compensation***. Notwithstanding that the Manager shall be an employee of a Member (or its Wholly-Owner Affiliate), the Manager shall discharge the duties set forth above. The Manager may engage other employees of the Member (or its Wholly-Owned Affiliate) of which the Manager is an employee, and/or third party contractors, to assist the Manager in discharging the duties described above. Subject to the provisions next below, the Company shall pay to the Member (or its Wholly-Owned Affiliate, as applicable) that is the employer of the Manager (and such other employees of such Member or Wholly-Owned Affiliate of such Member who are assisting the Manager), for the manhours expended by the Manager and such other employees (rounded to the nearest quarter of manhour) at the rates set forth in Exhibit B attached hereto (which rates each shall escalate on the first day of each calendar year during the term hereof by an amount which is 3% of the rate applicable during the prior calendar year).



The Manager shall provide to the Executive Committee, as part of the Budget, an annual budget with respect to services performed by Manager, employees and third party contractors, as described above, and for other costs associated therewith. Any payment for services or third party contractor expenses which causes the annual budgeted amount for a budgeted category to be exceeded by 10% shall require approval of the Executive Committee. The annual budget for services to be performed by the Manager shall be reviewed quarterly by the Manager and the Executive Committee, and shall be revised as appropriate. In addition, the Manager shall communicate promptly to the Executive Committee any significant variances from estimates set forth in the Budget with respect to the services of Manager, employees and third party contractors.

(d) ***Removal of Manager***. One Member may request that the other Members consider whether to remove the Manager for Cause (as defined herein). The Members shall determine whether Cause exists for such removal. In the event the Members determine that Cause exists (which determination shall not be unreasonably withheld), the Members shall remove the Manager. “Cause” for purposes of this Section 6.03(d) shall mean any of the following: (i) any action that is materially inconsistent with this Agreement and causes detriment to the Company; (ii) any failure by the Manager to disclose to the Members a material conflict of interest of the Manager with a Person with which the Company, to the Manager’s knowledge, intends to enter into any contract; (iii) the commission of any act involving dishonesty, fraud, gross negligence or willful misconduct by the Manager; (i v) any refusal by the Manager to obey the express direction of the Executive Committee; (v) any act or omission of the Manager that is materially injurious to the Company; or (vi) any material failure by the Manager to perform his or her duties in a timely or reasonably satisfactory manner.

(e) ***Indemnification***. The Company shall indemnify, protect, defend, release and hold harmless the Manager from and against any Claims asserted by or on behalf of any Person (including a Member, or Wholly-Owned Affiliate of a Member, of which the Manager is not an employee), other than the Claims of a Member (or Wholly-Owned Affiliate of a Member) of which the Manager is an employee based on such employment relationship (which shall be an internal corporate affair of such Member or Wholly-Owned Affiliate of such Member), that arise out of, relate to or are otherwise attributable to, directly or indirectly, the Manager’s performance of his or her duties on behalf of the Company, except for claims arising out of the fraud or willful misconduct of the Manager.

6.04 ***Delegation to Particular Member***. The Executive Committee may delegate to one or more Members such authority and duties as the Executive Committee may deem advisable. Decisions or actions taken by any such Member in accordance with the provisions of this Agreement shall constitute decisions or actions by the Company and shall be binding on each Member, Representative, Officer and employee of the Company. Any delegation pursuant to this Section 6.04 may be revoked at any time by

the Executive Committee. With respect to duties discharged hereunder by a Member (a) such Member may discharge such duties through the personnel of a Wholly-Owned Affiliate of such Member, and (b) unless the Members otherwise agree, the Company shall compensate such Member (or its Wholly-Owned Affiliate, as applicable) for the performance of such duties in an amount equal to the manhours expended by the personnel of such Member (or its Wholly-Owned Affiliate) multiplied by the applicable rate(s) shown on Exhibit B attached hereto (which rates each shall escalate on the first day of each calendar year during the term hereof by an amount which is 3% of the rate applicable during the prior calendar year), and shall reimburse such Member for all reasonable out of pocket costs incurred by such Member in discharging such duties. In addition, prior to performing any such duties, the performing Member shall provide to the other Member for approval an estimate of manhours and types of personnel required to perform the delegated duties and a schedule for the performance of the delegated duties and for other costs associated therewith, and shall promptly inform the other Member of any variance from the budget or schedule.

6.05 ***Affiliate Agreements; Conflicts of Interest.*** (a) Contemporaneous with the execution hereof, the Company is executing the Administrative Services Agreement, Energy Management Agreement and O&M Management Services Agreement. Subject to Section 6.05(b) below, the Members agree that the Company shall enter into an O&M Agreement.

(b) The terms of the O&M Agreement shall be negotiated in good faith on an arm's length basis, with terms that are reasonably competitive with those available in the market from unaffiliated third parties, and consistent with the goal of operating a competitive merchant plant facility.

(c) Subject to any other agreement between DPC and NRG (and their respective Affiliates, as applicable), a Member or an Affiliate of a Member may engage in and possess interests in other business ventures of any and every type and description, independently or with others, including ones in competition with the Company, with no obligation to offer to the Company, any other Member or any Affiliate of another Member the right to participate therein. Subject to, and in addition to, Section 6.05(a), the Company may transact business with any Member or Affiliate thereof, provided the terms of those transactions are approved by the Executive Committee or expressly contemplated by this Agreement. Without limiting the generality of the foregoing, the Members recognize and agree that they and their respective Affiliates currently engage in certain activities involving the generation, transmission, distribution, marketing and trading of electricity and other energy products (including futures, options, swaps, exchanges of future positions for physical deliveries and commodity trading), and the gathering, processing, storage and transportation of such products, as well as other commercial activities related to such products, and that these and other activities by Members and their Affiliates may be made possible or more profitable by reason of the Company's activities (herein referred to as *"Outside Activities"*). The Members agree that (i) no Member or Affiliate of a Member shall be restricted in its right to conduct,

individually or jointly with others, for its own account any Outside Activities, and (ii) no Member or its Affiliates shall have any duty or obligation, express or implied, to account to, or to share the results or profits of such Outside Activities with, the Company, any other Member or any Affiliate of any other Member, by reason of such Outside Activities.

6.06 ***Disclaimer of Duties and Liabilities.*** (a) NO MEMBER OR MANAGER SHALL OWE ANY DUTY (INCLUDING ANY FIDUCIARY DUTY) TO THE OTHER MEMBERS OR TO THE COMPANY, OTHER THAN THE DUTIES THAT ARE EXPRESSLY SET FORTH IN THIS AGREEMENT.

(b) NO MEMBER OR MANAGER SHALL BE LIABLE WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; PROVIDED, HOWEVER, THAT A MEMBER OR MANAGER SHALL BE LIABLE FOR ANY CLAIMS BY OR ON BEHALF OF ANY PERSON (INCLUDING ANOTHER MEMBER) ARISING FROM OR RELATED TO FRAUDULENT ACTS OR WILLFUL MISCONDUCT OF THE MEMBER OR MANAGER, RESPECTIVELY.

(c) THE OBLIGATIONS OF THE MEMBERS UNDER THIS AGREEMENT ARE OBLIGATIONS OF THE MEMBERS ONLY, AND NO RECOURSE SHALL BE AVAILABLE AGAINST ANY OFFICER, DIRECTOR OR AFFILIATE OF ANY MEMBER, EXCEPT AS PERMITTED UNDER APPLICABLE LAW.

6.07 ***Indemnification.*** Each Member shall indemnify, protect, defend, release and hold harmless each other Member, its Representative, its Affiliates, and its and their respective directors, officers, employees and agents from and against any Claims asserted by or on behalf of any Person (including another Member) that arise out of, relate to or are otherwise attributable to, directly or indirectly, a breach by the indemnifying Member of this Agreement, or the negligence, gross negligence or willful misconduct of the indemnifying Member in connection with the Project or this Agreement; provided, however, that this Section 6.07 shall not apply to any Claim or other matter for which a Member (or its Representative) has no liability or duty, or is indemnified or released, pursuant to Section 6.02(a)(iii), 6.03, 6.05 or 6.06.

## ARTICLE 7
## TAXES

7.01 ***Tax Returns.*** The Tax Matters Member shall prepare and timely file (on behalf of the Company) all federal, state and local tax returns required to be filed by the Company. Each Member shall furnish to the Tax Matters Member all pertinent information in its possession relating to the Company's operations that is necessary to enable the Company's tax returns to be timely prepared and filed. The Company shall

bear the costs of the preparation and filing of its returns, including the costs of any audit of its returns by any Governmental Authority.

7.02 ***Tax Elections.*** The Company shall make the following elections on the appropriate tax returns:

(a) to adopt as the Company's fiscal year the calendar year;

(b) to adopt the accrual method of accounting;

(c) if a distribution of the Company's property as described in Code Section 734 occurs or if a transfer of Membership Interest as described in Code Section 743 occurs, on request by notice from any Member, to elect, pursuant to Code Section 754, to adjust the basis of the Company's properties;

(d) to elect to amortize the organizational expenses of the Company ratably over a period of 60 months as permitted by Section 709(b) of the Code; and

(e) any other election the Executive Committee may deem appropriate.

Neither the Company nor any Member shall make an election for the Company to be excluded from the application of the provisions of subchapter K of chapter 1 of subtitle A of the Code or any similar provisions of applicable state law and no provision of this Agreement (including Section 2.07) shall be construed to sanction or approve such an election.

7.03 ***Tax Matters Member.*** (a) During the term of the Asset Management Agreement, DPC-CI shall be the "tax matters partner" of the Company pursuant to Section 6231(a)(7) of the Code (the *"Tax Matters Member"*). After the expiration of the term of the Asset Management Agreement, the Executive Committee may designate a different Tax Matters Member. The Tax Matters Member shall take such action as may be necessary to cause to the extent possible each other Member to become a "notice partner" within the meaning of Section 6223 of the Code. The Tax Matters Member shall inform each other Member of all significant matters that may come to its attention in its capacity as Tax Matters Member by giving notice thereof on or before the fifth Business Day after becoming aware thereof and, within that time, shall forward to each other Member copies of all significant written communications it may receive in that capacity.

(b) The Tax Matters Member shall take no action without the authorization of the Executive Committee, other than such action as may be required by Law. Any reasonable cost or expense incurred by the Tax Matters Member in connection with its duties, including the preparation for or pursuance of administrative or judicial proceedings, shall be paid by the Company.

(c) The Tax Matters Member shall not enter into any extension of the period of limitations for making assessments on behalf of the Members without first obtaining the consent of the Executive Committee. The Tax Matters Member shall not bind any Member to a settlement agreement without obtaining the consent of such Member. Any Member that enters into a settlement agreement with respect to any Company item (as described in Code Section 6231(a)(3)) shall notify the other Members of such settlement agreement and its terms within 90 Days from the date of the settlement.

(d) No Member shall file a request pursuant to Code Section 6227 for an administrative adjustment of Company items for any taxable year without first notifying the other Members. If the Executive Committee consents to the requested adjustment, the Tax Matters Member shall file the request for the administrative adjustment on behalf of the Members. If such consent is not obtained within 30 Days from such notice, or within the period required to timely file the request for administrative adjustment, if shorter, any Member, including the Tax Matters Member, may file a request for administrative adjustment on its own behalf. Any Member intending to file a petition under Code Sections 6226,6228 or other Code Section with respect to any item involving the Company shall notify the other Members of such intention and the nature of the contemplated proceeding. In the case where the Tax Matters Member is the Member intending to file such petition on behalf of the Company, such notice shall be given within a reasonable period of time to allow the other Members to participate in the choosing of the forum in which such petition will be filed.

(e) If any Member intends to file a notice of inconsistent treatment under Code Section 6222(b), such Member shall give reasonable notice under the circumstances to the other Members of such intent and the manner in which the Member's intended treatment of an item is (or may be) inconsistent with the treatment of that item by the other Members.

## ARTICLE 8
## BOOKS, RECORDS, REPORTS, AND BANK ACCOUNTS

8.01 ***Maintenance of Books***. (a) The Executive Committee shall keep or cause to be kept at the principal office of the Company or at such other location approved by the Executive Committee complete and accurate books and records of the Company, supporting documentation of the transactions with respect to the conduct of the Company's business and minutes of the proceedings of its Members and the Executive Committee, and any other books and records that are required to be maintained by applicable Law.

(b) The books of account of the Company shall be (i) maintained on the basis of a fiscal year that is the calendar year, (ii) maintained on an accrual basis in accordance with generally accepted accounting principles, consistently applied, and (iii) audited by the Certified Public Accountants at the end of each calendar year.

8.02 ***Reports***. (a) With respect to each calendar year, the Executive Committee shall prepare and deliver to each Member:

(i) Within 60 Days after the end of such calendar year, a profit and loss statement and a statement of cash flows for such year, a balance sheet and a statement of each Member's Capital Account as of the end of such year, together with agreement of such statements by the Certified Public Accountants, and within 75 Days after the end of such calendar year, audited financial statements along with an audit opinion of the Certified Public Accountants; and

(ii) Such federal, state and local income tax returns and such other accounting, tax information and schedules as shall be necessary for the preparation by each Member on or before July 15 following the end of each calendar year of its income tax return with respect to such year.

(b) By 10:00 a.m. Central Standard Time on any day which is within 5 Business Days after the end of each calendar month, the Executive Committee shall cause to be prepared and delivered to each Member the estimated net income and estimated revenues and expenses for such month (provided that the Executive Committee may change the financial statements required by this Section 8.02(b) to a quarterly basis or make such other change therein as it may deem appropriate).

(c) Within 15 Days after the end of each calendar month, the Executive Committee shall cause to be prepared and delivered to each Member, with an appropriate certificate of the Person authorized to prepare the same (provided that the Executive Committee may change the financial statements required by this Section 8.02(c) to a quarterly basis or may make such other change therein as it may deem appropriate):

(i) A profit and loss statement and a statement of cash flows for such month (including sufficient information to permit the Members to calculate their tax accruals), for the portion of the calendar year then ended;

(ii) A balance sheet and a statement of each Member's Capital Account as of the end of such month and the portion of the calendar year then ended; and

(iii) A statement comparing the actual financial status and results of the Company as of the end of or for such month and the portion of the calendar year then ended with the budgeted or forecasted status and results as of the end of or for such respective periods.

(c) The Executive Committee shall also cause to be prepared and delivered to each Member such other reports, forecasts, studies, budgets and other information as the Executive Committee may request from time to time.

8.03 ***Bank Accounts***. Funds of the Company shall be deposited in such banks or other depositories as shall be designated from time to time by the Executive Committee. All withdrawals from any such depository shall be made only as authorized by the Executive Committee and shall be made only by check, wire transfer, debit memorandum or other written instruction.

**ARTICLE 9**
**BUYOUT OPTION**

9.01 ***Buyout Events***. This Article 9 shall apply to any of the following events (each a *"Buyout Event"):*

(a) a Member shall dissolve or become Bankrupt; or

(b) a Member shall commit a Default.

In each case, the Member with respect to whom a Buyout Event has occurred is referred to herein as the *"Affected Member."*

9.02 ***Procedure***. If a Buyout Event occurs and is not cured within 30 Business Days of the Affected Member's receipt of notice thereof from another Member (or such shorter period (not less than 10 Business Days) as the other Member determines in its discretion to be reasonable under the circumstances and set forth in such notice), then each of the other Members shall have the option to acquire the Membership Interest of the Affected Member (or to cause it to be acquired by a third party designated by the other Members), in accordance with procedures that are substantively equivalent to those set forth in Section 3.03(b)(iii) (and with the Members exercising such preferential right also being referred to herein as *"Purchasing Members"*).

9.03 ***Purchase* are *Price***. The purchase price for a Membership Interest being purchased pursuant to this Article 9 (the *"Purchase Price")* shall be determined in the following manner. The Affected Member and the Purchasing Members shall attempt to agree upon the fair market value of the applicable Membership Interest. If those Members do not reach such agreement on or before the 30th Day following the exercise of the option, any such Member, by notice to the others, may require the determination of fair market value to be made by the Arbitrator pursuant to Article 10. Following the determination of fair market value by agreement or arbitration (the *"Fair Market Value"*), the Purchase Price shall be determined and paid in accordance with the following chart and procedures:

| Buyout Event | Discount | Closing Percent | Interest Rate | Term | Payment Frequency |
|---|---|---|---|---|---|
| Dissolution | 0% | 10% | 7% | l0 yrs. | semi-annual |
| Bankruptcy | 0% | 10% | 7% | l0 yrs. | semi-annual |
| Default | 10% | 10% | 7% | l0 yrs. | semi-annual |



The following provisions shall apply to the determination and payment of the Purchase Price:

(a) the Purchase Price shall be (i) the product of (A) the Fair Market Value *times* (B) 100% minus the percentage shown for such Buyout Event in the "Discount" Column; *less* (ii) the amount of all monetary damages suffered by the Company and the other Members as a result of such Buyout Event (including any adverse tax consequences resulting from a Code Section 708 termination);

(b) at the closing, the Purchasing Members (or third party designee) shall pay the Affected Member a portion of the Purchase Price equal to the Purchase Price multiplied by the percentage shown for such Buyout Event in the "Closing Percent" column;

(c) if the applicable Closing Percent is less than 100%, then the remainder of the Purchase Price (the *"Deferred Amount"*), shall accrue interest from the date of closing at the rate per annum shown for such Buyout Event in the "Interest Rate" column (not to exceed the maximum rate permitted by Law); and

(d) the Deferred Amount, together with accrued interest thereon, shall be paid by the Purchasing Members (or third party designee) in equal cash installments over the term shown for such Buyout Event in the "Term" column and at the payment frequency shown for such Buyout Event in the "Payment Frequency" column, with the amount of the cash installments being calculated to amortize fully the Deferred Amount (and accrued interest thereon) over the applicable Term. The installments shall be paid on the first Day of January and July of the applicable Term, with appropriate adjustments to the first or last payments to reflect a closing that does not occur on the first Day of a month or quarter (as applicable). The payment to be made to the Affected Member pursuant to this Article 9 shall be in complete liquidation and satisfaction of all the rights and interest of the Affected Member in and in respect of the Company, including any Membership Interest, any rights in specific Company property, and any rights against the Company and (insofar as the affairs of the Company are concerned) against the other Members, and constitutes a compromise to which all Members have agreed pursuant to Section 18-502(b) of the Act.

9.04 ***Closing***. If an option to purchase is exercised in accordance with the other provisions of this Article 9, the closing of such purchase shall occur on the 30th Day after the determination of the Fair Market Value pursuant to Section 9.03 (or, if later, the fifth Business Day after the receipt of all applicable regulatory and governmental approvals to the purchase), and shall be conducted in a manner substantively equivalent to that set forth in Section 3.03(b)(ii)(B); provided, however, that the Purchasing Members (or third party designee) shall deliver to the Affected Member (i) the portion of the Purchase Price

required by Section 9.03 to be paid at the Closing, in immediately available funds, and (ii) one or more unsecured promissory notes reflecting the payment terms established in Section 9.03 for the Deferred Amount.

9.05 ***Terminated Member***. Upon the occurrence of a closing under Section 9.04, the following provisions shall apply to the Affected Member (now a "*Terminated Member*"):

(a) The Terminated Member shall cease to be a Member immediately upon the occurrence of the closing.

(b) As the Terminated Member is no longer a Member, it will no longer be entitled to receive any distributions (including liquidating distributions) or allocations from the Company, and neither it nor its Representative shall be entitled to exercise any voting or consent rights or to receive any further information (or access to information) from the Company.

(c) The Terminated Member must pay to the Company all amounts owed to it by such Member.

(d) The Terminated Member shall remain obligated for all liabilities it may have under this Agreement or otherwise with respect to the Company that accrue prior to the closing.

(f) The Sharing Ratio of the Terminated Member shall be allocated among the Purchasing Members (or third party designee) in the proportion of the total Purchase Price paid by each.

## ARTICLE 10
## DISPUTE RESOLUTION

10.01 ***Disputes***. This Article 10 shall apply to any dispute arising under or related to this Agreement (whether arising in contract, tort or otherwise, and whether arising at law or in equity), including (a) any dispute regarding the construction, interpretation, performance, validity or enforceability of any provision of this Agreement or whether any Person is in compliance with, or breach of, any provisions of this Agreement, and (b) the applicability of this Article 10 to a particular dispute. Notwithstanding the foregoing, this Article 10 shall not apply to any matters that, pursuant to the provisions of this Agreement, are to be resolved by a vote of the Members (including through the Executive Committee); provided, however, that if a vote, approval, consent, determination or other decision must, under the terms of this Agreement, be made (or withheld) in accordance with a standard other than Sole Discretion (such as a reasonableness standard), then the issue of whether such standard has been satisfied may be a dispute to which this Article 10 applies. Any dispute to which this Article 10 applies

is referred to herein as a "*Dispute*." With respect to a particular Dispute, each Member that is a party to such Dispute is referred to herein as a "*Disputing Member*." The provisions of this Article 10 shall be the exclusive method of resolving Disputes.

10.02 ***Negotiation to Resolve Disputes***. If a Dispute arises, either Disputing Member may initiate the dispute-resolution procedures of this Article 10 by delivering a notice (a ***"****Dispute Notice****"***) to the other Disputing Members. Within 10 Days of delivery of a Dispute Notice, each Disputing Member shall designate a representative, and such representatives shall promptly meet (whether by phone or in person) in a good faith attempt to resolve the Dispute. If such representatives can resolve the Dispute, such resolution shall be reported in writing and shall be binding upon the Disputing Members. If such representatives are unable to resolve the Dispute within 30 Days following the delivery of the Dispute Notice (or such other period as such representatives may agree), or if a Disputing Member fails to appoint a representative within 10 Days of delivery following the delivery of the Dispute Notice, then the process described in this Section 10.02 shall be repeated, with each Disputing Member designating one of its senior officers to be its representative in such second round of negotiations. If such representatives are unable to resolve the Dispute within 30 Days following the delivery of the second Dispute Notice (or such other period as such representatives may agree), or if a Disputing Member fails to appoint a representative for such second round of negotiations within 10 Days of delivery following the delivery of the Dispute Notice, then any Disputing Member may submit such Dispute to binding arbitration under this Article 10 by notifying the other Disputing Members (an "*Arbitration Notice*").

10.03 ***Selection of Arbitrator.*** (a) Any arbitration conducted under this Article 10 shall be heard by a sole arbitrator (the ***"****Arbitrator****"***) selected in accordance with this Section 10.03. Each Disputing Member and each proposed Arbitrator shall disclose to the other Disputing Members any business, personal or other relationship or Affiliation that may exist between such Disputing Member and such proposed Arbitrator, and any Disputing Member may disapprove of such proposed Arbitrator on the basis of such relationship or Affiliation.

(b) The Disputing Member that submits a Dispute to arbitration shall request the American Arbitration Association (or, if such Association has ceased to exist, the principal successor thereto) (the "AAA") to designate the Arbitrator. The Arbitrator selected by the AAA shall possess relevant expertise to analyze and resolve the matter that is the subject of the Dispute. If the Arbitrator so designated shall die, resign or otherwise fail or becomes unable to serve as Arbitrator, a replacement Arbitrator shall be chosen by the AAA.

10.04 ***Conduct of Arbitration.*** The Arbitrator shall expeditiously (and, if possible, within 90 Days after the Arbitrator's selection) hear and decide all matters concerning the Dispute. Any arbitration hearing shall be held in New York, New York. The arbitration shall be conducted in accordance with the then-current Commercial Arbitration Rules of the AAA (excluding rules governing the payment of arbitration,

administrative or other fees or expenses to the Arbitrator or the AAA), to the extent that such Rules do not conflict with the terms of this Agreement. Except as expressly provided to the contrary in this Agreement, the Arbitrator shall have the power (a) to gather such materials, information, testimony and evidence as it deems relevant to the dispute before it (and each Member will provide such materials, information, testimony and evidence requested by the Arbitrator, except to the extent any information so requested is proprietary, subject to a third-party confidentiality restriction or to an attorney-client or other privilege), (b) to grant injunctive relief and enforce specific performance, and (c) fashion such relief as the Arbitrator deems equitable and appropriate, regardless of whether such is not consistent with the relief requested/or position taken by the Disputing Members. If it deems necessary, the Arbitrator may propose to the Disputing Members that one or more other experts be retained to assist it in resolving the Dispute. The retention of such other experts shall require the unanimous consent of the Disputing Members, which shall not be unreasonably withheld. Each Disputing Member, the Arbitrator and any proposed expert shall disclose to the other Disputing Members any business, personal or other relationship or Affiliation that may exist between such Disputing Member (or the Arbitrator) and such proposed expert; and any Disputing Member may disapprove of such proposed expert on the basis of such relationship or Affiliation. The decision of the Arbitrator (which shall be rendered in writing) shall be final, nonappealable and binding upon the Disputing Members and may be enforced in any court of competent jurisdiction; provided that the Members agree that the Arbitrator and any court enforcing the award of the Arbitrator shall not have the right or authority to award punitive or exemplary damages to any Disputing Member. The responsibility for paying the costs and expenses of the arbitration, including compensation to the Arbitrator and any experts retained by the Arbitrator, shall be allocated among the Disputing Members in a manner determined by the Arbitrator to be fair and reasonable under the circumstances. Each Disputing Member shall be responsible for the fees and expenses of its respective counsel, consultants and witnesses, unless the Arbitrator determines that compelling reasons exist for allocating all or a portion of such costs and expenses to one or more other Disputing Members.

## ARTICLE 11
## DISSOLUTION, WINDING-UP AND TERMINATION

11.01 ***Dissolution.*** The Company shall dissolve and its affairs shall be wound up on the first to occur of the following events (each a *"Dissolution Event"*):

(a) the unanimous consent of the Members; or

(b) entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act.

11.02 ***Winding-Up and Termination.*** (a) On the occurrence of a Dissolution Event, the Executive Committee shall select one Member to act as liquidator. The liquidator shall proceed diligently to wind up the affairs of the Company and make final

distributions as provided herein and in the Act. The reasonable costs of winding up shall be borne as a Company expense. Until final distribution, the liquidator shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidator are as follows:

(i) as promptly as possible after dissolution and again after final winding up, the liquidator shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company's assets, liabilities, and operations through the last calendar day of the month in which the dissolution occurs or the final winding up is completed, as applicable;

(ii) the liquidator shall discharge from Company funds all of the indebtedness, liabilities and obligations of the Company (including all expenses incurred in winding up and any loans described in Section 4.02) or otherwise make adequate provision for payment and discharge thereof (including the establishment of a cash escrow fund for contingent liabilities in such amount and for such term as the liquidator may reasonably determine); and

(iii) all remaining assets of the Company shall be distributed to the Members as follows:

(A) the liquidator may sell any or all Company property, including to Members, and any resulting gain or loss from each sale shall be computed and allocated to the Capital Accounts of the Members in accordance with the provisions of Article 5;

(B) with respect to all Company property that has not been sold, the fair market value of that property shall be determined and the Capital Accounts of the Members shall be adjusted to reflect the manner in which the unrealized income, gain, loss, and deduction inherent in property that has not been reflected in the Capital Accounts previously would be allocated among the Members if there were a taxable disposition of that property far the fair market value of that property on the date of distribution; and

(C) Company property (including cash) shall be distributed among the Members in accordance with Section 5.02, and those distributions shall be made by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 Days after the date of the liquidation).

(b) The distribution of cash or property to a Member in accordance with the provisions of this Section 11.02 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its Membership Interest and all the Company's property and constitutes a compromise to which all

Members have consented pursuant to Section 18-502(b) of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

11.03 ***Deficit Capital Accounts***. No Member will be required to pay to the Company, to any other Member or to any third party any deficit balance that may exist from time to time in the Member's Capital Account.

11.04 ***Certificate of Cancellation***. On completion of the distribution of Company assets as provided herein, the Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.05, and take such other actions as may be necessary to terminate the existence of the Company. Upon the filing of such certificate of cancellation, the existence of the Company shall terminate (and the Term shall end), except as may be otherwise provided by the Act or other applicable Law.

## ARTICLE 12
## GENERAL PROVISIONS

12.01 ***Offset***. Whenever the Company is to pay any sum to any Member, any amounts that Member owes the Company may be deducted from that sum before payment.

12.02 ***Project Financing***. To the extent the Members are able to leverage the Project, the Members agree that the financing will be non-recourse to the Members and their respective affiliates.

12.03 ***Notices***. Except as expressly set forth to the contrary in this Agreement, all notices, requests or consents provided for or permitted to be given under this Agreement must be in writing and must be delivered to the recipient in person, by courier or mail or by facsimile or other electronic transmission. A notice, request or consent given under this Agreement is effective on receipt by the Member to receive it; provided, however, that a facsimile or other electronic transmission that is transmitted after the normal business hours of the recipient shall be deemed effective on the next Business Day. All notices, requests and consents to be sent to a Member must be sent to or made at the addresses given for that Member on Exhibit A attached hereto or in the instrument described in Section 3.03(b)(iv)(A)(II) or 3.04, or such other address as that Member may specify by notice to the other Members. Any notice, request or consent to the Company must be given to all of the Members. Whenever any notice is required to be given by Law, the Delaware Certificate or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

12.04 ***Entire Agreement; Superseding Effect***. This Agreement constitutes the entire agreement of the Members and their Affiliates relating to the Company and the transactions contemplated hereby and supersedes all provisions and concepts contained in all prior contracts or agreements between the Members or any of their Affiliates with respect to the Company and the transactions contemplated hereby (including the Initial LLC Agreement), whether oral or written, except for the Preliminary Agreement as specifically provided herein, and for liabilities accrued under the Preliminary Agreement.

12.05 ***Press Releases***. Each Member agrees that it shall not (and shall cause its Affiliates not to), without the other Members' consent, issue a press release or have any contact with or respond to the news media with any sensitive or Confidential Information, except as required by securities or similar Laws or Securities Exchange requirements applicable to a Member and its Affiliates. Any press release by a Member or its Affiliates with respect to any sensitive or Confidential Information shall be subject to review and approval by the other Party, which approval shall not be unreasonably withheld.

12.06 ***Effect of Waiver or Consent***. Except as otherwise provided in this Agreement, a waiver or consent, express or implied, to or of any breach or default by any Member in the performance by that Member of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Member of the same or any other obligations of that Member with respect to the Company. Except as otherwise provided in this Agreement, failure on the part of a Member to complain of any act of any Member or to declare any Member in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Member of its rights with respect to that default until the applicable statute-of-limitations period has expired.

12.07 ***Amendment or Restatement***. This Agreement or the Delaware Certificate may be amended or restated only by a written instrument executed (or, in the case of the Delaware Certificate, approved) by all of the Members.

12.08 ***Binding Effect***. Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and shall inure to the benefit of the Members and their respective successors and permitted assigns.

12.09 ***Governing Law; Severability***. **THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION.** In the event of a direct conflict between the provisions of this Agreement and any mandatory, non-waivable provision of the Act, such provision of the Act shall control. If any provision of the Act provides that it may be varied or superseded in a limited liability company agreement (or otherwise by agreement of the members or managers of a limited liability company), such provision shall be deemed superseded and

waived in its entirety if this Agreement contains a provision addressing the same issue or subject matter. If any provision of this Agreement or the application thereof to any Member or circumstance is held invalid or unenforceable to any extent, (a) the remainder of this Agreement and the application of that provision to other Members or circumstances is not affected thereby, and (b) the Members shall negotiate in good faith to replace that provision with a new provision that is valid and enforceable and that puts the Members in substantially the same economic, business and legal position as they would have been in if the original provision had been valid and enforceable.

12.10 ***Further Assurances***. In connection with this Agreement and the transactions contemplated hereby, each Member shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and those transactions.

12.11 ***Counterparts***. This Agreement may be executed in any number of counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

**NRG CABRILLO I INC.**

By: /s/ Craig A. Mataczynski
Name: Craig A. Mataczynski
Title: President

Date: December 11, 1998

**DYNEGY ENCINA, INC.**

By: /s/ Rick A. Bowen
Name: Rick A. Bowen
Title:

Date: December 11, 1998

**EXHIBIT A**

Members

| Name and Address | Sharing Ratio | Parents | Representatives |
|---|---|---|---|
| NRG Cabrillo I Inc.<br>1221 Nicollet Mall, Suite 700<br>Minneapolis, MN 55403<br>Attn: Craig Mataczynski<br>Fax: (612)373-5392 | 50% | Northern States Power Company, and NRG Energy, Inc. | Craig Mataczynski<br>Stan Marks |
| Dynegy Encina, Inc.<br>c/o Dynegy Power Corp.<br>1000 Louisiana, Suite 5800<br>Attn: Lynn Lednicky<br>Fax: (713) 767-8506 | 50% | Dynegy Inc. and Dynegy Power Corp. | Lynn Lednicky<br>G. P. Manalac |

**EXHIBIT B**
**HOURLY LABOR**

| | 1999 Loaded Rate | |
|---|---|---|
| Senior Manager | $ | 97.47 |
| Manager | $ | 85.63 |
| Supervisor | $ | 61.98 |
| Lawyer | $ | 89.86 |
| Senior Engineer | $ | 77.05 |
| Engineer | $ | 57.25 |
| Specialists | $ | 51.37 |
| Designer | $ | 66.53 |
| Draftsman | $ | 45.20 |
| Sr. Plant Technician | $ | 46.72 |
| Plant Technician | $ | 38.04 |
| Senior Secretary | $ | 36.97 |
| Secretary | $ | 23.81 |
| Clerical | $ | 25.37 |

**Exhibit 3.13**

CERTIFICATE OF FORMATION

OF

CABRILLO POWER II LLC

1. The name of the limited liability company is Cabrillo Power II LLC.

2. The address of its registered office in the State of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Cabrillo Power II LLC on this 11th day of December, 1998.

CABRILLO POWER II LLC

By: /s/ Craig A. Mataczynski
Name: Craig A. Mataczynski
Title: Authorized Person

**Exhibit 3.14**

**CABRILLO POWER II LLC**

**AMENDMENT OP LIMITED LIABILITY COMPANY AGREEMENT**

The undersigned, being the sole Member of Cabrillo Power II LLC, a Delaware limited liability company (the "Company"), pursuant to §18-215 of the Limited Liability Company Act of the State of Delaware (the "Act") and Sections 6.01 and 12.07 of the Limited Liability Company Agreement of the Company (the "LLC Agreement") hereby amends the LLC Agreement as set forth below:

**1. AMENDMENTS**

(1) Section 3.03 of the LLC Agreement is hereby amended and restated in its entirety to read "Section 3.03 - (Intentionally Omitted)".

**2. MISCELLANEOUS**

Except as expressly amended hereby, all of the terms and provisions of the LLC Agreement are and shall remain in full force and effect.

****

IN WITNESS WHEREOF, the undersigned sole member of the Company has executed this Amendment as of this 7th day of November, 2006.

NRG Energy, Inc.

By: /s/ Clint Freeland
Name: Clint Freeland
Title: Vice President and Treasurer

**LIMITED LIABILITY COMPANY AGREEMENT**

**OF**

**CABRILLO POWER II LLC**

**A Delaware Limited Liability Company**

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**LIMITED LIABILITY COMPANY AGREEMENT**
**OF**
**CABRILLO POWER II LLC**
A Delaware Limited Liability Company

THIS LIMITED LIABILITY COMPANY AGREEMENT OF CABRILLO POWER II LLC (this *"Agreement"*), dated effective as of December 11, 1998 (the *"Effective Date"*), is adopted, executed and agreed to, for good and valuable consideration, by the Members (as defined below).

**RECITALS**

1. NRG Cabrillo II Inc., a Delaware corporation (*"NRG-CII"*), is a wholly-owned subsidiary of NRG Energy, Inc., a Delaware corporation (*"NRG"*).

2. Dynegy Kearny, Inc., a Delaware corporation (*"DPC-CII"*), is a wholly-owned subsidiary of Dynegy Power Corp., a Delaware corporation (*"DPC"*).

3. Pursuant to a certain Acquisition and Project Development Agreement, dated September 4, 1998 (the *"Preliminary Agreement"*), NRG and Dynegy Power Development Company (*"DPDC"*), a subsidiary of DPC, agreed to form the Company (as defined below) for the purpose of acquiring, operating and owning the Project (as defined below).

4. On December 11,1998, NRG-CII and DPC-CII executed a certain Limited Liability Company Agreement of Cabrillo Power II LLC (the "Initial LLC Agreement").

5. As contemplated by Section 17(b) of the Initial LLC Agreement, NRG-CII and DPC-CII now desire to enter into this Agreement to amend and restate the Initial LLC Agreement and agree upon various other matters relating to the Company.

**ARTICLE 1**

1.01 ***Definitions.*** As used in this Agreement, the following terms have the respective meanings set forth below or set forth in the Sections referred to below:

***AAA*** - Section 10.03(b).

***Acquisition*** - the Company's acquisition of the Project from SDG&E pursuant to the Asset Sale Agreement.

***Acquisition Date*** - the effective date of the Acquisition.

***Act*** - the Delaware Limited Liability Company Act, as amended.

***Administrative Services Agreement*** - Administrative Services Agreement between the Company and Dynegy Power Management Services, L.P., a Wholly-Owned Affiliate of DPC, relating to the business and administrative services for the ownership of the Project.

***Affected Member*** - Section 9.01.

***Affiliate*** - with respect to any Person, (a) each entity that such Person Controls; (b) each Person that Controls such Person, including, in the case of a Member, such Member's Parent; and (c) each entity that is under common Control with such Person, including, in the case of a Member, each entity that is Controlled by such Member's Parent. Affiliation shall have a corresponding meaning.

***Agreement*** - introductory paragraph.

***Alternate Representative*** - Section 6.02(a)(i).

***Arbitration Notice*** - Section 10.02.

***Arbitrator*** - Section 10.03(a).

***Asset Sale Agreement*** - Asset Sale Agreement, dated as of December 11, 1998, among SDG&E, DPC and NRG, and assigned by DPC and NRG to the Company, relating to the acquisition of the Project.

***Assignee*** - any Person that acquires a Membership Interest or any portion thereof through a Disposition; provided, however, that an Assignee shall have no right to be admitted to the Company as a Member except in accordance with Section 3.03(b)(ii).

***Bankruptcy*** or ***Bankrupt*** - with respect to any Person, that (a) such Person (i) makes a general assignment for the benefit of creditors; (ii) files a voluntary bankruptcy petition; (iii) becomes the subject of an order for relief or is declared insolvent in any federal or state bankruptcy or insolvency proceedings; (iv) files a petition or answer seeking for such Person a reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any Law; (v) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against such Person in a proceeding of the type described in subclauses (i) through (iv) of this clause (a); or (vi) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of such Person or of all or any substantial part of such Person's properties; or (b) against such Person, a proceeding seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any Law has been commenced and 60 Days have expired without dismissal thereof or

with respect to which, without such Person's consent or acquiescence, a trustee, receiver, or liquidator of such Person or of all or any substantial part of such Person's properties has been appointed and 60 Days have expired without the appointment having been vacated or stayed, or 60 Days have expired after the date of expiration of a stay, if the appointment has not previously been vacated.

***Budget*** - the annual budget for the Company that is approved by the Executive Committee, as such may be amended from time to time. The Budget shall cover both operating and capital items.

***Business Day*** - any day other than a Saturday, a Sunday, or a holiday on which national banking associations in Minneapolis, Minnesota or Houston, Texas are closed.

***Buyout Event*** - Section 9.01.

***Capital Account*** - the account to be maintained by the Company for each Member in accordance with Section 4.05.

***Capital Contribution*** - with respect to any Member, the amount of money and the net agreed value of any property (other than money) contributed to the Company by the Member. Any reference in this Agreement to the Capital Contribution of a Member shall include a Capital Contribution of its predecessors in interest.

***Cause*** - Section 6.03(d).

***Certified Public Accountants*** - a firm of independent public accountants selected from time to time by the Executive Committee.

***Change of Member Control*** - with respect to any Member, an event (such as a Disposition of voting securities) that causes such Member to cease to be Controlled by such Member's Parent; provided, however, that an event that causes either or both the Parents of an Initial Member to be Completely Controlled (or otherwise Controlled) by another Person shall not constitute a Change of Member Control.

***Claim*** - any and all judgments, claims, causes of action, demands, lawsuits, suits, proceedings, Governmental investigations or audits, losses, assessments, fines, penalties, administrative orders, obligations, costs, expenses, liabilities and damages (whether actual, consequential or punitive), including interest, penalties, reasonable attorney's fees, disbursements and costs of investigations, deficiencies, levies, duties and imposts.

***Code*** - the Internal Revenue Code of 1986, as amended.



***Company*** - Cabrillo Power II LLC, a Delaware limited liability company.

***Complete Control*** - the possession, directly or indirectly, through one or more intermediaries, of both of the following:

(a) (i) in the case of a corporation, all of the outstanding voting securities thereof; (ii) in the case of a limited liability company, partnership, limited partnership or venture, the right to all of the distributions therefrom (including liquidating distributions); (iii) in the case of a trust or estate, including a business trust, all of the beneficial interest therein; and (iv) in the case of any other entity, all of the economic or beneficial interest therein; and

(b) in the case of any entity, the power and authority to completely control the management of the entity.

***Confidential Information*** - information and data (including all copies thereof) that is furnished or submitted by any of the Members or their Affiliates, whether oral (and if oral, reduced to writing and marked "confidential" within 10 Days of disclosure), written, or electronic, on a confidential basis to the other Members or their Affiliates in connection with the Company, and any and all of the activities and studies relating to the economics or performance of the Project and/or the Company performed pursuant to the Preliminary Agreement, the Initial LLC Agreement, or this Agreement, and the resulting information and data obtained from those studies. Notwithstanding the foregoing, the term "Confidential Information" shall not include any information that:

(a) is in the public domain at the time of its disclosure or thereafter (other than as a result of a disclosure directly or indirectly by a Member or its Affiliates in contravention of the Preliminary Agreement, the Initial LLC Agreement, or this Agreement);

(b) as to any Member, was in the possession of such Member or its Affiliates prior to the execution of the Preliminary Agreement; or

(c) is engineering information (for example, heat balance and capital cost information) that has been independently acquired or developed by a Member or its Affiliates without violating any of the obligations of such Member or its Affiliates under the Preliminary Agreement, the Initial LLC Agreement, or this Agreement.

***Control*** - the possession, directly or indirectly, through one or more intermediaries, of either of the following:

(a) (i) in the case of a corporation, 50% or more of the outstanding voting securities thereof; (ii) in the case of a limited liability company, partnership, limited partnership or venture, the right to 50% or more of the distributions therefrom (including liquidating distributions); (iii) in the case of a trust or estate, including a business trust, 50% or more of the beneficial interest therein; and (iv) in the case of any other entity, 50% or more of the economic or beneficial interest therein; or

(b) in the case of any entity, the power or authority, through ownership of voting securities, by contract or otherwise, to exercise a controlling influence over the management of the entity.

"Controlling" shall have a correlative meaning.

***Day*** - a calendar day; provided, however, that, if any period of Days referred to in this Agreement shall end on a Day that is not a Business Day, then the expiration of such period shall be automatically extended until the end of the first succeeding Business Day.

***Default*** - the failure of a Member to comply in any material respect with any of its material agreements, covenants or obligations under this Agreement; the failure of any representation or warranty made by a Member in this Agreement to have been true and correct in all material respects at the time it was made; or the failure of a Member, without justified cause, to take any action materially necessary for the progress of the Project consistent with or required by the terms of this Agreement (including participating in meetings or decisions).

***Default Rate*** - a rate of interest per annum equal to the lesser of (a) a varying rate per annum equal to the sum of (i) the prime rate as published in *The Watt Street Journal,* with adjustments in that varying rate to be made on the same date as any change in that rate is so published, *plus* (ii) 3% per annum, or (b) the maximum rate permitted by Law.

***Deferred Amount*** - Section 9.03(c).

***Delaware Certificate*** - Section 2.01.

***Dispose, Disposing*** or ***Disposition*** - with respect to any asset (including a Membership Interest or any portion thereof), a sale, assignment, transfer, conveyance, gift, exchange or other disposition of such asset, whether such disposition be voluntary, involuntary or by operation of Law, including the following: (a) in the case of an asset owned by a natural person, a transfer of such asset upon the death of its owner, whether by will, intestate succession or otherwise; (b) in the case of an asset owned by an entity, (i) a merger or consolidation of such entity (other than where such entity is the survivor thereof),

(ii) a conversion of such entity into another type of entity, or (iii) a distribution of such asset, including in connection with the dissolution, liquidation, winding-up or termination of such entity (unless, in the case of dissolution, such entity's business is continued without the commencement of liquidation or winding-up}; and (c) a disposition in connection with, or in lieu of, a foreclosure of an Encumbrance; but such terms shall not include the creation of an Encumbrance.

***Dispute*** - Section 10.01.

***Dispute Notice*** - Section 10.02.

***Disputing Member*** - Section 10.01.

***Dissolution Event*** - Section 11.01(a).

***DPC*** - Recital 2.

***DPC-CII*** - Recital 2.

***DPDC*** - Recital 3.

***Effective Date*** - introductory paragraph.

***Encumber, Encumbering,*** or ***Encumbrance*** - the creation of a security interest, lien, pledge, mortgage or other encumbrance, whether such encumbrance be voluntary, involuntary or by operation of Law.

***Energy Management Agreement*** - Energy Management Agreement between the Company and one or more Wholly-Owned Affiliates of DPC, relating to (a) the supply and management of natural gas requirements for the operation of the Project, and (b) the disposition of energy and capacity from the Project

***Executive Committee*** - Section 6.02.

***Facilities Services Agreement*** - Facilities Services Agreement, dated as of the Acquisition Date, between the Company and SDG&E, relating to the Company's use of certain SDG&E facilities for a term of 99 years.

***Fair Market Value*** - Section 9.03.

***Fuel Transportation Agreement(s)*** - An agreement relating to the intrastate transportation of natural gas to the Project between the Company and Southern California Gas Company, SDG&E, and/or any other provider of natural gas transportation services.

***Governmental Authority*** (or ***Governmental***) - a federal, state, local or foreign governmental authority; a state, province, commonwealth, territory or district thereof; a county or parish; a city, town, township, village or other municipality; a district, ward or other subdivision of any of the foregoing; any executive, legislative or other governing body of any of the foregoing; any agency, authority, board, department, system, service, office, commission, committee, council or other administrative body of any of the foregoing; any court or other judicial body; and any officer, official or other representative of any of the foregoing.

***including*** - including, without limitation.

***Initial Member*** - NRG-CII or DPC-CII, as applicable.

***ISO*** - the California Independent System Operator, a California non-profit corporation.

***ISO Must-Run Agreement*** - Must-Run Agreement between the ISO and the Company (or SDG&E, and assigned to the Company), relating to the operation and dispatchability of the Project.

***Law*** - any applicable constitutional provision, statute, act, code (including the Code), law, regulation, rule, ordinance, order, decree, ruling, proclamation, resolution, judgment, decision, declaration, or interpretative or advisory opinion or letter of a Governmental Authority having valid jurisdiction.

***Lending Member*** - Section 4.02(a)(ii).

***Manager*** - Section 6.03.

***Member*** - any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but such term does not include any Person who has ceased to be a member in the Company.

***Membership Interest*** - with respect to any Member, (a) that Member's status as a Member; (b) that Member's share of the income, gain, loss, deduction and credits of, and the right to receive distributions from, the Company; (c) all other rights, benefits and privileges enjoyed by that Member (under the Act, this Agreement, or otherwise) in its capacity as a Member, including that Member's rights to vote, consent and approve and otherwise to participate in the management of the Company, including through the Executive Committee; and (d) all obligations, duties and liabilities imposed on that Member (under the Act, this Agreement or otherwise) in its capacity as a Member, including any obligations to make Capital Contributions.

***Non-Contributing Member*** - Section 4.02(a).

***Non-Selling Member*** - Section 3.03(c)(i).

***NRG*** - Recital 1.

***NRG-CII***- Recital 1.

***Offer*** - Section 3.03(c)(i).

***Offerer*** - Section 3.03(c)(i).

***Officer*** - any Person designated as an officer of the Company as provided in Section 6.02(j), but such term does not include any Person who has ceased to be an officer of the Company.

***O&M Agreement*** - Operation and Maintenance Agreement between the Company and NRG or a Wholly-Owned Affiliate of NRG, relating to the operation and maintenance of the Project upon termination or expiration of the SDG&E O&M Agreement.

***O&M Management Services Agreement*** - Operation and Management Services Agreement between the Company and NRG Cabrillo Power II Operations, Inc., a Wholly-Owned Affiliate of NRG, relating to the supervision of SDG&E's performance, and the discharge of the Company's responsibilities, under the SDG&E O&M Agreement.

***Operator*** - The named Operator under the SDG&E O&M Agreement or the O&M Agreement, as applicable.

***Outside Activities*** - Section 6.05(c).

***Parent*** - the Person that Controls a Member and that is not itself Controlled by any other Person, provided that in the case of the Initial Members, the "Parents" of the respective Initial Members are set forth on the attached Exhibit A.

***Permits*** - all permits, licenses, approvals or other actions of Governmental Authorities that are required for the ownership and operation of the Project, as contemplated by this Agreement.

***Person*** - the meaning assigned that term in Section 18-101(11) of the Act and also includes a Governmental Authority and any other entity.

***Preliminary Agreement*** - Recital 3.

***Project*** - (a) collectively, the seventeen combustion turbines totaling 253MW located on seven sites in Southern California, (b) all materials, supplies and equipment related to either of the foregoing, (c) the Project Agreements, and (d) the Permits.

***Project Agreements*** - the Fuel Transportation Agreement(s), the SDG&E O&M Contract, the O&M Management Services Agreement, the O&M Agreement, the Administrative Services Agreement, the Energy Management Agreement, the Asset Sale Agreement, the Facilities Services Agreement, the ISO Must-Run Agreement, and any other agreements required in connection with the acquisition, operation or ownership of the Project.

***Purchase Price*** - Section 9.03.

***Representative*** - Section 6.02(a)(i).

***SDG&E*** — San Diego Gas & Electric Company, a California corporation.

***SDG&E O&M Agreement*** - Operation and Maintenance Agreement, dated as of the Acquisition Date, between the Company and SDG&E, relating to the performance of Project operation and maintenance services for a period of two years.

***Securities Act*** - the Securities Act of 1933.

***Selling Member*** - Section 3.03(c)(i).

***Sharing Ratio*** - subject in each case to adjustments in accordance with this Agreement or in connection with Dispositions of Membership Interests, (a) in the case of a Member executing this Agreement as of the date of this Agreement or a Person acquiring such Member's Membership Interest, the percentage specified for that Member as its Sharing Ratio on the attached Exhibit A, and (b) in the case of Membership Interest issued pursuant to Section 3.04, the Sharing Ratio established pursuant thereto; provided, however, that the total of all Sharing Ratios shall always equal 100%.

***Sole Discretion*** - a Member's sole and absolute discretion, with or without cause, and subject to whatever limitations or qualifications the Member may impose.

***Tax Matters Member*** - Section 7.03(a).

***Term*** - Section 2.06.

***Terminated Member*** - Section 9.05.

***Transferred Interest*** - Section 3.03(c)(i).

***Treasury Regulations*** - the regulations (including temporary regulations) promulgated by the United States Department of the Treasury pursuant to and in respect of provisions of the Code. All references herein to sections of the Treasury Regulations shall include any corresponding provision or provisions of succeeding, similar or substitute, temporary or final Treasury Regulations.

***Wholly-Owned Affiliate*** - with respect to any Person, (a) each entity that such Person Completely Controls; (b) each Person that Completely Controls such Person, including, in the case of a Member, such Member's Parent; and (c) each entity that is under common Complete Control with such Person, including, in the case of a Member, each entity that is Completely Controlled by such Member's Parent.

***Working Capital Requirements*** - an amount equal to the operating cash requirements for the operation of the Project for the next 3 succeeding calendar months (excluding any capital expenditures) as determined by the operating cash expenditures planned for the next succeeding calendar quarter according to the Budget.

Other terms defined herein have the meanings so given them.

1.02 Construction. Unless the context requires otherwise: (a) the gender (or lack of gender) of all words used in this Agreement includes the masculine, feminine, and neuter; (b) references to Articles and Sections refer to Articles and Sections of this Agreement; (c) references to Exhibits refer to the Exhibits attached to this Agreement, each of which is made a part hereof for all purposes; (d) references to Laws refer to such Laws as they may be amended from time to time, and references to particular provisions of a Law include any corresponding provisions of any succeeding Law, and (e) references to money refer to legal currency of the United States of America.

**ARTICLE 2**
**ORGANIZATION**

2.01 ***Formation***. The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation, dated as of the Effective Date (the *"Delaware Certificate"*), with the Secretary of State of Delaware pursuant to the Act.

2.02 ***Name.*** The name of the Company is "Cabrillo Power II LLC" and all Company business must be conducted in that name or such other names that comply with Law as the Executive Committee may select.

2.03 ***Registered Office; Registered Agent; Principal Office in the United States; Other Offices.*** The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Delaware Certificate or such other office (which need not be a place of business of the Company) as the Executive Committee may designate in the manner provided by Law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Delaware Certificate or such other Person or Persons as the Executive Committee may designate in the manner provided by Law. The principal office of the Company in the United States shall be at such place as the Executive Committee may designate, which need not be in the State of Delaware, and the Company shall maintain records there or such other place as the Executive Committee shall designate and shall keep the street address of such principal office at the registered office of the Company in the State of Delaware. The Company may have such other offices as the Executive Committee may designate.

2.04 ***Purposes.*** The purposes of the Company are to acquire, operate and own the Project; to enter into, and perform its obligations under, the Project Agreements; and to engage in any activities directly or indirectly relating thereto, including obtaining financing for the foregoing.

2.05 ***Foreign Qualification.*** Prior to the Company's conducting business in any jurisdiction other than Delaware, the Executive Committee shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Executive Committee, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction. At the request of the Executive Committee, each Member shall execute, acknowledge, swear to, and deliver all certificates and other instruments conforming with this Agreement that are necessary or appropriate to qualify, continue, and terminate the Company as a foreign limited liability company in all such jurisdictions in which the Company may conduct business.

2.06 ***Term.*** The period of existence of the Company (the *"Term*") commenced on the Effective Date and shall end at such time as a certificate of cancellation is filed with the Secretary of State of Delaware in accordance with Section 11.04.

2.07 ***No State-Law Partnership.*** The Members intend that the Company not be a partnership (including a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and state tax purposes, and this Agreement may not be construed to suggest otherwise.

**ARTICLE 3**
**MEMBERSHIP; DISPOSITIONS OF INTERESTS**

3.01 ***Initial Members.*** The Initial Members are executing this Agreement as of the date of this Agreement as Members, each of which is admitted to the Company as a Member effective contemporaneously with the execution by such Person of this Agreement.

3.02 ***Representations, Warranties and Covenants.*** Each Member hereby represents, warrants and covenants to the Company and each other Member that the following statements are true and correct as of the Effective Date and shall be true and correct at all times that such Member is a Member:

(a) that Member is duly incorporated, organized or formed (as applicable), validly existing, and (if applicable) in good standing under the Law of the jurisdiction of its incorporation, organization or formation; if required by applicable Law, that Member is duly qualified and in good standing in the jurisdiction of its principal place of business, if different from its jurisdiction of incorporation, organization or formation; and that Member has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and all necessary actions by the board of directors, shareholders, managers, members, partners, trustees, beneficiaries, or other applicable Persons necessary for the due authorization, execution, delivery, and performance of this Agreement by that Member have been duly taken;

(b) that Member has duly executed and delivered this Agreement and the other documents contemplated herein, and they constitute the legal, valid and binding obligation of that Member enforceable against it in accordance with their terms (except as may be limited by bankruptcy, insolvency or similar Laws of general application and by the effect of general principles of equity, regardless of whether considered at law or in equity); and

(c) that Member's authorization, execution, delivery, and performance of this Agreement does not and will not (i) conflict with, or result in a breach, default or violation of, (A) the organizational documents of such Member, (B) any contract or agreement to which that Member is a party or is otherwise subject, or

(C) any Law, order, judgment, decree, writ, injunction or arbitral award to which that Member is subject; or (ii) require any consent, approval or authorization from, filing or registration with, or notice to, any Governmental Authority or other Person, unless such requirement has already been satisfied.

3.03 ***Dispositions and Encumbrances of Membership Interests and Member Equity.***

(a) ***General Restriction.*** A Member may not Dispose of or Encumber all or any portion of its Membership Interest except in strict accordance with this Section 3.03. (References in this Section 3.03 to Dispositions or Encumbrances of a "Membership Interest" shall also refer to Dispositions or Encumbrances of a portion of a Membership Interest.) Any attempted Disposition or Encumbrance of a Membership Interest, other than in strict accordance with this Section 3.03, shall be, and is hereby declared, null and void *ab initio*. The Members agree that a breach of the provisions of this Section 3.03 may cause irreparable injury to the Company and to the other Members for which monetary damages (or other remedy at law) are inadequate in view of (i) the complexities and uncertainties in measuring the actual damages that would be sustained by reason of the failure of a Member to comply with such provisions and (ii) the uniqueness of the Company business and the relationship among the Members. Accordingly, the Members agree that the provisions of this Section 3.03 may be enforced by specific performance.

(b) ***Dispositions of Membership Interests.***

(i) ***General Restriction.*** A Member may not Dispose of all or any portion of its Membership Interest except by complying with all of the following requirements:

(A) such Member must receive the unanimous consent of the non-Disposing Members, which consent may be granted or withheld by each of such other Members in their Sole Discretion; provided, however, that such consent need not be obtained if (I) the proposed Assignee is a Wholly-Owned Affiliate of the Disposing Member and (II) such proposed Assignee demonstrates to the reasonable satisfaction of the other Members that it has the ability to meet the financial and contractual commitments and other obligations of the Disposing Member; and

(B) such Member must comply with the requirements of Section 3.03(b)(iii) and, if the Assignee is to be admitted as a Member, Section 3.03(b)(ii).

(ii) ***Admission of Assignee as a Member.*** An Assignee has the right to be admitted to the Company as a Member, with the Membership Interest (and attendant Sharing Ratio) so transferred to such Assignee, only if (A) the Disposing Member making the Disposition has granted the Assignee either (I) the



Disposing Member's entire Membership Interest or (II) the express right to be so admitted; and (B) such Disposition is effected in strict compliance with this Section 3.03.

(iii) ***Requirements Applicable to All Dispositions and Admissions.*** In addition to the requirements set forth in Sections 3.03(b)(i) and 3.03(b)(ii), any Disposition of a Membership Interest and any admission of an Assignee as a Member shall also be subject to the following requirements, and such Disposition (and admission, if applicable) shall not be effective unless such requirements are complied with; provided, however, that the Executive Committee, in its sole and absolute discretion, may waive any of the following requirements:

(A) ***Disposition Documents.*** The following documents must be delivered to the Executive Committee and must be satisfactory, in form and substance, to the Executive Committee:

(I) ***Disposition Instrument.*** A copy of the instrument pursuant to which the Disposition is effected.

(II) ***Ratification of this Agreement.*** An instrument, executed by the Disposing Member and its Assignee, containing the following information and agreements, to the extent they are not contained in the instrument described in Section 3.03(b)(iii)(A)(I): (1) the notice address of the Assignee; (2) if applicable, the Parent of the Assignee; (3) the Sharing Ratios after the Disposition of the Disposing Member and its Assignee (which together must total the Sharing Ratio of the Disposing Member before the Disposition); (4) the Assignee's ratification of this Agreement and agreement to be bound by it, and its confirmation that the representations and warranties in Section 3.02 are true and correct with respect to it; (5) the Assignee's ratification of all of the Project Agreements and agreement by be bound by them, to the same extent that the Disposing Member was bound by them prior to the Disposition; and (6) representations and warranties by the Disposing Member and its Assignee (aa) that the Disposition and admission is being made in accordance with all applicable Laws, and (bb) that the matters set forth in Sections 3.03(b)(iii)(A)(III) and (IV) are true and correct.

(III) ***Securities Law Opinion.*** Unless the Membership Interest subject to the Disposition is registered under the Securities Act and any applicable state securities Law, or the proposed Assignee is a Wholly-Owned Affiliate as described in 3.03(b)(i)(A) above, a favorable opinion of the Company's legal counsel, or of other legal counsel acceptable to the Executive

Committee, to the effect that the Disposition and admission is being made pursuant to a valid exemption from registration under those Laws and in accordance with those Laws.

(IV) ***Tax Opinion.*** A favorable opinion of the Certified Public Accountants, or of other certified public accountants acceptable to the Executive Committee, to the effect that the Disposition would not result in the Company's being considered to have terminated within the meaning of Code Section 708.

(V) ***Amended LLC Agreement.*** An amended Agreement governing the rights and obligations of the Members, and making such changes to this Agreement as are necessary by the Disposition (e.g., the provisions pertaining to management of the LLC may be revised due to a Member having a non-Controlling interest in the Company).

(B) ***Payment of Expenses.*** The Disposing Member and its Assignee shall pay, or reimburse the Company for, all reasonable costs and expenses incurred by the Company in connection with the Disposition and admission, including the legal fees incurred in connection with the legal opinions referred to in Sections 3.03(b)(iii)(A)(III) and (TV), on or before the tenth Day after the receipt by that Person of the Company's invoice for the amount due.

(C) ***No Release.*** No Disposition of a Membership Interest shall effect a release of the Disposing Member from any liabilities to the Company or the other Members arising from events occurring prior to the Disposition.

(c) ***Disposition Resulting in Change of Member Control.***

(i) In the event a Change of Member Control is contemplated in that a Person with a direct or indirect Controlling equity interest in a Member receives a valid and binding third party offer (the "Offer") for a Controlling interest in such Member (the "Transferred Interest"), such Member (the "Selling Member") shall give notice in writing to the other Members (the "Non-Selling Members"), enclosing a true copy of the Offer. Such notice shall describe the material terms and conditions of the Offer, including without limitation the proposed purchase price, the amount and kind of consideration to be paid and the identity of the offeror (the "Offeror"). The Non-Selling Members shall have a right, exercisable by giving notice to the Selling Member (with a copy to each Non-Selling Member) within 10 Days of receipt of such notice, to purchase a percentage of the Transferred Interest. Said percentage shall be equal to the ratio of the Sharing Ratio of each such Non-Selling Member to the sum of all Sharing Ratios of all Non-Selling Members.

(ii) The Company shall inform the Non-Selling Members if they have not elected unanimously to purchase either a portion of the Transferred Interest pursuant to clause (i) or in some other agreed-upon portion. They shall then have five (5) days to agree to buy all of the Transferred Interest for the proposed purchase price on the terms set forth in the Offer. If an agreement is reached, the participating Non-Selling Members shall take such actions as are reasonably necessary to close the transaction as soon as possible but no later than 20 Days after all necessary governmental approvals have been obtained or otherwise satisfied. At such closing, the Selling Member shall, and hereby covenants to, transfer the Transferred Interest free and clear of any and all Encumbrances other than Encumbrances arising out of related financing, or Encumbrances arising out of the Company's financing of the Project.

(iii) If the Non-Selling Members do not agree to buy all of the Transferred Interest by the end of the 5 day period, then the Selling Member shall have 60 days thereafter to sell the Transferred Interest to the Offeror on the terms stated in the notice.

(iv) After the expiration of the time periods for the closing of a purchase or transfer set forth in this Section 3.03(c), no Change of Member Control may occur except by a Transferring Member submitting another notice of proposed Change of Member Control and following the procedures set forth in this Section 3.03(c).

(v) Any Change of Member Control must also comply with Section 3.03(b)(iii) (except for Section 3.03(b)(iii)(A)(V)).

(vi) Any attempted Change of Control, other than in strict accordance with this Section 3.03(c), shall be, and is hereby declared, null and void *ab initio*. The Members agree that a breach of the provisions of this Section 3.03(c) may cause irreparable injury to the Company and to the other Members for which monetary damages (or other remedy at law) are inadequate in view of (A) the complexities and uncertainties in measuring the actual damages that would be sustained by reason of the failure of a Member to comply with such provisions and (B) the uniqueness of the Company business and the relationship among the Members. Accordingly, the Members agree that the provisions of this Section 3.03(c) may be enforced by specific performance.

(d) ***Other Disposition of Interest in Member.***

(i) Any direct or indirect Disposition of an equity interest in a Member, including in a Person that controls such Member (other than in such Member's Parent, or Parents, in the case of the Initial Members), which Disposition is less than that which constitutes a Change of Member Control, requires the consent of the other Members, which consent shall not be unreasonably withheld by such other Members, provided that a Member shall not be deemed unreasonable in withholding its consent if the proposed assignee of the subject equity interest is, or is an Affiliate (including without limitation a

Wholly-Owned Subsidiary) of, a direct competitor of such Member in the independent power generation and/or marketing business, and consent is being withheld for legitimate business or strategic reasons. Notwithstanding the foregoing, such consent need not be obtained if (A) the proposed assignee of the equity interest is a wholly-owned Affiliate of the Member in which the interest is to be directly or indirectly Disposed, and (B) such proposed assignee demonstrates to the reasonable satisfaction of the other Members that it has the ability to meet the financial and contractual commitments and other obligations of the Member in which the Disposition is contemplated. Any direct or indirect Disposition of an equity interest in a Member must also comply with the requirements of Section 3.03(b)(iii) (except for Section 3.03(b)(iii)(A)(V)).

(ii) Any attempted direct or indirect Disposition of an Equity Interest in a Member, which Disposition does not constitute a Change of Control, other than in strict accordance with this Section 3.03(d), shall be, and is hereby declared, null and void *ab initio*. The Members agree that a breach of the provisions of this Section 3.03(d) may cause irreparable injury to the Company and to the other Members for which monetary damages (or other remedy at law) are inadequate in view of (A) the complexities and uncertainties in measuring the actual damages that would be sustained by reason of the failure of a Member to comply with such provisions and (B) the uniqueness of the Company business and the relationship among the Members. Accordingly, the Members agree that the provisions of this Section 3.03(d) may be enforced by specific performance.

(e) ***Encumbrances of Membership Interest and Member Equity.*** A Member may not Encumber its Membership Interest, or permit an Encumbrance against the equity interests in such Member or in a Person that Controls such Member (other than interests in such Member's Parent, or Parents, in the case of the Initial Members), without the unanimous consent of the non-Encumbering Members, which may be granted or withheld in their sole discretion. If such unanimous consent is granted, a Member may Encumber its Membership Interest (or suffer an Encumbrance against the equity interests in such Member or in Persons that Control such Member), only if the instrument creating such Encumbrance provides that any foreclosure of such Encumbrance (or Disposition in lieu of such foreclosure) must comply with the requirements of Section 3.03(b), unless waived by the other Members.

3.04 ***Creation of Additional Membership Interest.*** Additional Membership Interests may be created and issued to existing Members or to other Persons, and such other Persons may be admitted to the Company as Members, with the unanimous consent of the existing Members, on such terms and conditions as the existing Members may unanimously determine at the time of admission. The terms of admission or issuance must specify the Sharing Ratios applicable thereto and may provide for the creation of different classes or groups of Members having different rights, powers, and duties. The Executive Committee may reflect the creation of any new class or group in an amendment to this Agreement indicating the different rights, powers, and duties. Any such admission is effective only after the new Member has executed and delivered to the Members an instrument containing the notice address of the new Member, the Assignee's

ratification of this Agreement and agreement to be bound by it, and its confirmation that the representations and warranties in Section 3.02 are true and correct with respect to it. The provisions of this Section 3.04 shall not apply to Dispositions of Membership Interests or admissions of Assignees in connection therewith, such matters being governed by Section 3.03.

3.05 ***Access to Information.*** Each Member shall be entitled to receive any information that it may reasonably request concerning the Company; provided, however, that this Section 3.05 shall not obligate the Company, the Executive Committee to create any information that does not already exist at the time of such request (other than to convert existing information from one medium to another, such as providing a printout of information that is stored in a computer database). Each Member shall also have the right, upon reasonable notice, and at all reasonable times during usual business hours to inspect the properties of the Company and to audit, examine and make copies of the books of account and other records of the Company. Such right may be exercised through any agent or employee of such Member designated in writing by it or by an independent public accountant, engineer, attorney or other consultant so designated. The Member making the request shall bear all costs and expenses incurred in any inspection, examination or audit made on such Member's behalf. Moreover, the Member making the request shall indemnify the Company and its Members for any and all Claims arising out of or related to any activities of Member's agent, employee, independent public accountant, engineer, attorney or other consultant while present at and traveling to and from the Project. Confidential Information obtained pursuant to this Section 3.05 shall be subject to the provisions of Section 3.06.

3.06 ***Confidential Information.*** (a) Except as permitted by Section 3.06(b), (i) each Member shall keep confidential all Confidential Information and shall not disclose any Confidential Information to any Person, including any of its Affiliates, and (ii) each Member shall use the Confidential Information only in connection with the Company.

(b) Notwithstanding Section 3.06(a), but subject to the other provisions of this Section 3.06, a Member may make the following disclosures and uses of Confidential Information:

(i) disclosures to another Member in connection with the Company;

(ii) disclosures and uses that are approved by the Executive Committee;

(iii) disclosures to a Wholly-Owned Affiliate of such Member, if such Wholly-Owned Affiliate has agreed to abide by the terms of this Section 3.06;

(iv) disclosures to a Person that is not a Member or an Affiliate of a Member, if such Person has been retained to provide services by the Member in

connection with the Company or such Member's Membership Interest and has agreed to abide by the terms of this Section 3.06;

(v) disclosures to lenders, potential lenders or other Persons providing financing for the Project, potential equity purchasers, if such Persons have agreed to abide by the terms of this Section 3.06;

(vi) disclosures to SDG&E, ISO, and their consultants and representatives;

(vii) disclosures to Governmental Authorities that are necessary to operate the Project consistent with the Project Agreements;

(viii) disclosures that a Member is legally compelled to make by deposition, interrogatory, request for documents, subpoena, civil investigative demand, order of a court of competent jurisdiction, or similar process, or otherwise by Law or securities exchange requirements; provided, however, that prior to any such disclosure, such Member shall, to the extent legally permissible:

(A) provide the Executive Committee with prompt notice of such requirements so that one or more of the Members may seek a protective order or other appropriate remedy or waive compliance with the terms of Section 3.06(a);

(B) consult with the Executive Committee on the advisability of taking steps to resist or narrow such disclosure; and

(C) cooperate with the Executive Committee and with the other Members in any attempt one or more of them may make to obtain a protective order or other appropriate remedy or assurance that confidential treatment wilt be afforded the Confidential Information; and in the event such protective order or other remedy is not obtained, or the other Members waive compliance with the provisions hereof, such Member agrees (I) to furnish only that portion of the Confidential Information that the other Members are advised by counsel to the disclosing Member is legally required and (II) to exercise all reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

(c) Each Member shall take such precautionary measures as may be required to ensure (and such Member shall be responsible for) compliance with this Section 3.06 by any of its Affiliates, and its and their directors, officers, employees and agents, and other Persons to which it may disclose Confidential Information in accordance with this Section 3.06.

(d) A Terminated Member shall promptly destroy (and provide a certificate of destruction to the Company with respect to) or return to the Company, as directed by the Executive Committee, all Confidential Information in its possession. Notwithstanding the immediately-preceding sentence, a Terminated Member may, subject to the other provisions of this Section 3.06, retain and use Confidential Information for the limited purpose of preparing such Terminated Member's tax returns and defending audits, investigations and proceedings relating thereto.

(e) The Members agree that no adequate remedy at law exists for a breach or threatened breach of any of the provisions of this Section 3.06, the continuation of which unremedied will cause the Company and the other Members to suffer irreparable harm. Accordingly, the Members agree that the Company and the other Members shall be entitled, in addition to other remedies that may be available to them, to immediate injunctive relief from any breach of any of the provisions of this Section 3.06 and to specific performance of their rights hereunder, as well as to any other remedies available at law or in equity.

(f) The obligations of the Members under this Section 3.06 shall terminate on the third anniversary of the end of the Term.

3.07 ***Liability to Third Parties.*** No Member shall be liable for the debts, obligations or liabilities of the Company, unless such liability is expressly agreed to in writing by such Member.

3.08 ***Withdrawal.*** A Member may not withdraw or resign from the Company.

## ARTICLE 4
## CAPITAL CONTRIBUTIONS

4.01 ***Capital Contributions.*** Without creating any rights in favor of any third party, each Member shall contribute to the Company, in cash, on or before the date specified as hereinafter described, that Member's Sharing Ratio of all monies that in the judgment of the Executive Committee are necessary to enable the Company to acquire the Project from SDG&E and to cause the assets of the Company to be properly operated and maintained and to discharge its costs, expenses, obligations, and liabilities, including without limitation its Sharing Ratio of the purchase price set forth in the Asset Sale Agreement, and its Sharing Ratio of Working Capital Requirements in order to bring current Company bank accounts to an amount equal to the Working Capital Requirements, as more particularly described in Section 5.01 below. The Executive Committee shall notify each other Member of the need for Capital Contributions pursuant to this Section 4.01 when appropriate, which notice must include a statement in reasonable detail of the proposed uses of the Capital Contributions and a date (which date may be no earlier than the fifth Business Day following each Member's receipt of its

notice) before which the Capital Contributions must be made. Notices for Capital Contributions must be made to all Members in accordance with their Sharing Ratios.

Notwithstanding anything contained herein, pursuant to Article VII of the Preliminary Agreement, the Members agree that the Company shall reimburse NRG or DPDC, as applicable, for all Development Costs (as defined in the Preliminary Agreement) incurred by NRG or DPDC (and their respective Affiliates) prior to the Acquisition Date.

4.02 ***Failure to Contribute.*** (a) If a Member does not contribute, within 10 Days of the date required, all or any portion of a Capital Contribution that Member is required to make as provided in this Agreement, the other Members may cause the Company to exercise, on notice to that Member (the *"Non-Contributing Member"* ), one or more of the following remedies:

(i) taking such action (including court proceedings) as the other Members may deem appropriate to obtain payment by the Non-Contributing Member of the portion of the Non-Contributing Member's Capital Contribution that is in default, together with interest thereon at the Default Rate from the date that the Capital Contribution was due until the date that it is made, all at the cost and expense of the Non-Contributing Member;

(ii) permitting the other Members in proportion to their Sharing Ratios or in such other percentages as they may agree (the *"Lending Member,"* whether one or more), to advance the portion of the Non-Contributing Member's Capital Contribution that is in default, with the following results:

(A) the sum advanced constitutes a loan from the Lending Member to the Non-Contributing Member and a Capital Contribution of that sum to the Company by the Non-Contributing Member pursuant to the applicable provisions of this Agreement,

(B) the principal balance of the loan and all accrued unpaid interest thereon is due and payable in whole on the tenth Day after written demand therefor by the Lending Member to the Non-Contributing Member,

(C) the amount lent bears interest at the Default Rate from the Day that the advance is deemed made until the date that the loan, together with all interest accrued on it, is repaid to the Lending Member,

(D) all distributions from the Company that otherwise would be made to the Non-Contributing Member (whether before or after dissolution of the Company) instead shall be paid to the Lending Member until the loan and all interest accrued on it have been paid in full to the

Lending Member (with payments being applied first to accrued and unpaid interest and then to principal),

(E) the payment of the loan and interest accrued on it is secured by a security interest in the Non-Contributing Member's Membership Interest, as more fully set forth in Section 4,02(b), and

(F) the Lending Member has the right, in addition to the other rights and remedies granted to it pursuant to this Agreement or available to it at Law or in equity, to take any action (including court proceedings) that the Lending Member may deem appropriate to obtain payment by the Non-Contributing Member of the loan and all accrued and unpaid interest on it, at the cost and expense of the Non-Contributing Member;

(iii) exercising the rights of a secured party under the Uniform Commercial Code of the State of Delaware, as more fully set forth in Section 4.02(b); or

(iv) exercising any other rights and remedies available at Law or in equity.

In addition, the failure to make such contributions shall constitute a Default by the Non-Contributing Member, and the other Members shall have the rights set forth in Article 9 with respect to such Default.

(b) Each Member grants to the Company, and to each Lending Member with respect to any loans made by the Lending Member to that Member as a Non-Contributing Member pursuant to Section 4.02(a)(ii), as security, equally and ratably, for the payment of all Capital Contributions that Member has agreed to make and the payment of all loans and interest accrued on them made by Lending Members to that Member as a Non-Contributing Member pursuant to Section 4.02(a)(ii), a security interest in and a general lien on its Membership Rights and the proceeds thereof, all under the Uniform Commercial Code of the State of Delaware. On any default in the payment of a Capital Contribution or in the payment of such a loan or interest accrued on it, the Company or the Lending Member, as applicable, is entitled to all the rights and remedies of a secured party under the Uniform Commercial Code of the State of Delaware with respect to the security interest granted in this Section 4.02(b). Each Member shall execute and deliver to the Company and the other Members all financing statements and other instruments that the Lending Member may request to effectuate and carry out the preceding provisions of this Section 4.02(b). At the option of a Lending Member, this Agreement or a carbon, photographic, or other copy hereof may serve as a financing statement.

4.03 ***Loans.*** If the Company does not have sufficient cash to pay its obligations, any Member(s) that may agree to do so with the consent of the Executive Committee may advance all or part of the needed funds to or on behalf of the Company.

An advance described in this Section 4.03 constitutes a loan from the Member to the Company, bears interest at a rate determined by the Executive Committee from the date of the advance until the date of payment, and is not a Capital Contribution.

4.04 ***Return of Contributions.*** Except as expressly provided herein, a Member is not entitled to the return of any part of its Capital Contributions or to be paid interest in respect of either its Capital Account or its Capital Contributions. An unrepaid Capital Contribution is not a liability of the Company or of any Member. A Member is not required to contribute or to lend any cash or property to the Company to enable the Company to return any Member's Capital Contributions.

4.05 ***Capital Accounts.*** A Capital Account shall be established and maintained for each Member. Each Member's Capital Account shall be increased by (a) the amount of money contributed by that Member to the Company, (b) the fair market value of property contributed by that Member to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under Section 752 of the Code), and (c) allocations to that Member of Company income and gain (or items thereof), including income and gain exempt from tax and income and gain described in Treasury Regulation Section 1.704-l(b)(2Xiv)(g), but excluding income and gain described in Treasury Regulation Section 1.704-1 (b)(4)(i), and shall be decreased by (d) the amount of money distributed to that Member by the Company, (e) the fair market value of property distributed to that Member by the Company (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under Section 752 of the Code), (f) allocations to that Member of expenditures of the Company described (or treated as described) in Section 705(a)(2)(B) of the Code, and (g) allocations of Company loss and deduction (or items thereof), including loss and deduction described in Treasury Regulation Section 1.704-1 (b)(2)(iv)(g), but excluding items described in (f) above and loss or deduction described in Treasury Regulation Section 1.704-1 (b)(4)(i) or 1.704-1 (b)(4)(iii). The Members' Capital Accounts shall also be maintained and adjusted as permitted by the provisions of Treasury Regulation Section 1.704-1 (b)(2)(iv)(f) and as required by the other provisions of Treasury Regulation Sections 1.704-1 (b)(2)(iv) and 1.704-l(b)(4), including adjustments to reflect the allocations to the Members of depreciation, depletion, amortization, and gain or loss as computed for book purposes rather than the allocation of the corresponding items as computed for tax purposes, as required by Treasury Regulation Section 1.704-l(b)(2)(iv)(g). Thus, the Members' Capital Accounts shall be increased or decreased to reflect a revaluation of the Company's property on its books based on the fair market value of the Company's property on the date of adjustment immediately prior to (A) the contribution of money or other property to the Company by a new or existing Member as consideration for a Membership Interest or an increased Sharing Ratio, (B) the distribution of money or other property by the Company to a Member as consideration for a Membership Interest, or (C) the liquidation of the Company. A Member that has more than one Membership Interest shall have a single Capital Account that reflects all such Membership Interests, regardless of the class of Membership Interests owned by such Member and regardless of the time or manner in which such Membership Interests



were acquired. Upon the Disposition of all or a portion of a Membership Interest, the Capital Account of the Disposing Member that is attributable to such Membership Interest shall carry over to the Assignee in accordance with the provisions of Treasury Regulation Section 1.704-l(b)(2)(iv)(l).

## ARTICLE 5
## DISTRIBUTIONS AND ALLOCATIONS

5.01 ***Distributions or Requests for Capital Contributions.*** Distributions to the Members shall be made only to all simultaneously in proportion to their respective Sharing Ratios (at the time the amounts of such distributions are determined) and in such aggregate amounts and at such times as shall be determined by the Executive Committee. The Executive Committee shall endeavor to distribute to the Members, on or before the end of each calendar quarter, or more often if approved by the Executive Committee, the estimated amount of any cash available for such calendar quarter (net of any adjustments, if any, made to reflect the actual cash available for the preceding calendar quarter) in excess of the Working Capital Requirements balance, or shall request Capital Contributions pursuant to Section 4.01 for any amount required to bring current cash available in the Company bank accounts to an amount equal to the Working Capital Requirements, as applicable. If additional cash is needed to supplement the Company bank accounts, as aforesaid, each Member agrees to pay its Sharing Ratio of such amount within 10 working Days of its receipt of a request for same. Any cash in excess of the Working Capital Requirements shall be distributed to the Members based on their respective Sharing Ratios. At the time a quarterly (or other) distribution is made, each Member shall have the option to fund its share of any Working Capital Requirements as a Capital Contribution instead of having such amounts deducted from the quarterly distributions distributed to the Members, in which event, such Member's distribution shall be increased by an amount equal to its Sharing Ratio of the Working Capital Requirements amount contained in the Company's bank accounts prior to depositing any Capital Contributions from the Member(s) who elect to fund its/their share of such Working Capital Requirements. The funding of any such Working Capital Requirements shall be made on or prior to the distribution to such Member.

5.02 ***Distributions on Dissolution and Winding Up.*** Upon the dissolution and winding up of the Company, after adjusting the Capital Accounts for all distributions made under Section 5.01 and all allocations under Article 5, all available proceeds distributable to the Members as determined under Section 11.02 shall be distributed to all of the Members to the extent of the Members' positive Capital Account balances.

5.03 ***Allocations.*** (a) For purposes of maintaining the Capital Accounts pursuant to Section 4.05 and for income tax purposes, except as provided in Section 5.03(b), each item of income, gain, loss, deduction and credit of the Company shall be allocated to the Members in accordance with their Sharing Ratios.

(b) For income tax proposes, income, gain, loss, and deduction with respect to property contributed to the Company by a Member or revalued pursuant to Treasury Regulation Section 1.704-l(b)(2)(iv)(f) shall be allocated among the Members in a manner that takes into account the variation between the adjusted tax basis of such property and its book value, as required by Section 704(c) of the Code and Treasury Regulation Section 1.704-l(b)(4)(i), using the remedial allocation method permitted by Treasury Regulation Section 1.704-3(d).

(c) With respect to allocations of non-recourse liabilities of the Company, each Member shall bear the corresponding tax burden of including relief from those liabilities in their amount realized upon disposition of property encumbered by the non-recourse debt.

5.04 ***Varying Interests.*** All items of income, gain, loss, deduction or credit shall be allocated, and all distributions shall be made, to the Persons shown on the records of the Company to have been Members as of the last calendar day of the period for which the allocation or distribution is to be made. Notwithstanding the foregoing, if during any taxable year there is a change in any Member's Sharing Ratio, the Members agree that their allocable shares of such items for the taxable year shall be determined on any method determined by the Executive Committee to be permissible under Code Section 706 and the related Treasury Regulations to take account of the Members' varying Sharing Ratios.

5.05 ***Qualified Income Offset.***

(a) Notwithstanding Section 5.03 hereof, if the allocation of loss or deduction (or any item thereof) would cause or increase a negative balance in a Member's capital account as of the end of the fiscal year of the Company to which such allocation relates, such allocation will be reallocated to the other Members to the extent necessary to avoid causing or increasing, as the case may be, a negative balance in such Member's capital account or in any other Member's capital account. For purposes of determining whether an allocation causes or increases a negative balance in a capital account, such Member's capital account shall also be reduced for:

(i) distributions that, as of the end of such fiscal year, reasonably are expected to be made to such Member to the extent that they exceed offsetting increases to such Member's capital account that reasonably are expected to occur during (or prior to) the fiscal years in which such distributions are reasonably expected to be made (other than increases pursuant to the minimum gain chargeback provision described in Section 5.06 hereof); and

(ii) allocations of loss and deduction that, as of the end of such fiscal year, reasonably are expected to be made to such Member pursuant

to Sections 704(e)(2) and 706(d) of the Code and Treasury Regulation Section l. 751-l(b)(2)(ii).

(b) Notwithstanding Section 5.03 hereof, if a Member unexpectedly receives an adjustment, allocation, or distribution described in clauses (i) or (ii) of Section 5.05(a) hereof and if such adjustment, allocation or distribution had been anticipated it would have altered allocations in accordance with Section 5.05(a) hereof, the Member shall be allocated items of income and gain (consisting of a pro rata portion of each item of Company income, including gross income, and gain for each fiscal year) in an amount and manner sufficient to eliminate such negative balance in such Member's capital account as quickly as possible. If allocations to more than one Member are required under this Section 5.05(b) and there is sufficient income or gain to eliminate fully all such negative balances, such income and gain will be allocated to such Members in proportion to their negative capital account balances.

(c) Any allocation of items of income or gain pursuant to Section 5.05(b) or 5.06 hereof shall be taken into account in computing subsequent allocations of income, gain, loss, or deductions pursuant to Section 5.03 hereof, so that the aggregate income or loss allocated to each Member pursuant to Section 5.03 hereof shall, to the extent possible and to the extent not inconsistent with other provisions of this Section 5.05 or with Section 5.06 hereof, be equal to such aggregate amount that would have been allocated to each such Member pursuant to the provisions of Section 5.03 hereof if, in the case of allocations pursuant to Section 5.05(b) hereof, such unexpected adjustment, allocations or distributions had not occurred, or in the case of Section 5.06 hereof, there was no minimum gain chargeback.

5.06 ***Minimum Gain Chargeback.*** Notwithstanding Section 5.03 hereof, if there is a net decrease in minimum gain (computed in accordance with Treasury Regulation Section 1.704-2(d)) ("Minimum Cain") during any fiscal year, all Members with negative capital account balances at the end of such fiscal year (computed after taking into account such net decrease) will be allocated, before any other allocations are made for such fiscal year, items of income and gain for such fiscal year (and, if necessary for subsequent fiscal years) in the amounts and in the proportions needed to eliminate such negative capital account balances as quickly as possible. For purposes of the preceding sentence, Members' negative capital account balances shall be increased for the items described in clauses (i) and (ii) of Section 5.05(a) hereof. The Minimum Gain chargeback allocated in accordance with this Section 5.06 shall consist first of gains recognized from the disposition of items of property subject to one or more nonrecourse liabilities to the extent of the decrease in Minimum Gain attributable to the disposition of such items of property, with the remainder of such Minimum Gain chargeback, if any, made up of a pro rata portion of the Company's other items of income and gain for such fiscal year. If, however, the gains from the disposition of items of property subject to nonrecourse liabilities exceed the amount of Minimum Gain to be charged back pursuant

to this Section 5.06, a proportional share of each such gain shall constitute a part of the Minimum Gain chargeback. The rules of this Section 5.06 shall be applied before the rules of Section 5.03 hereof.

5.07 ***Member Services or Use of Member Property.*** All transactions involving services rendered by a Member or use of property owned by a Member shall be governed by Section 707(a) of the Code and the Treasury Regulations promulgated thereunder.

**ARTICLE 6**
**MANAGEMENT**

6.01 ***Management by Members.*** Except as described below in Section 6.03, the management of the Company is fully vested in the Members, acting exclusively in their membership capacities. To facilitate the orderly and efficient management of the Company, the Members shall act (a) collectively as a "committee of the whole" (named the Executive Committee) pursuant to Section 6.02, (b) through the delegation of responsibility and authority to the Manager pursuant to Section 6.03, and (c) through the delegation from time to time of certain responsibility and authority to particular Members pursuant to Section 6.04. No Member has the right, power or authority to act for or on behalf of the Company, to do any act that would be binding on the Company, or to incur any expenditures on behalf of the Company, except in accordance with the immediately preceding sentence. Decisions or actions taken in accordance with the provisions of this Agreement shall constitute decisions or actions by the Company and shall be binding on each Member, Representative, Officer and employee of the Company.

6.02 ***Executive Committee.*** The Members shall act collectively through meetings as a "committee of the whole," which is hereby named the *"Executive Committee*." The Executive Committee shall conduct its affairs in accordance with the following provisions and the other provisions of this Agreement:

(a) ***Representatives.***

(i) ***Designation.*** To facilitate the orderly and efficient conduct of Executive Committee meetings, each Member shall notify the other Members, from time to time, of the identity of two of its officers, employees or agents who will represent it at such meetings (each a *"Representative").* In addition, each Member may (but shall have no obligation to) notify the other Members, from time to time, of the identity of other officers, employees or agents who will represent it at any meeting that the Member's Representatives are unable to attend (each an *"Alternate Representative"*). (The term *"Representative"* shall also refer to any Alternate Representative that is actually performing the duties of the applicable Representative.) The initial Representatives of each Member are set forth on Exhibit A attached hereto. A Member may

designate different Representatives or Alternate Representatives for any meeting of the Executive Committee by notifying each of the other Members at least three Business Days prior to the scheduled date for such meeting; provided, however, that if giving such advance notice is not feasible, then such new Representatives or Alternate Representatives shall present written evidence of their authority at the commencement of such meeting.

(ii) ***Authority.*** Each Representative shall have the full authority to act on behalf of the Member that designated such Representative; the action of a Representative at a meeting (or through a written consent) of the Executive Committee shall bind the Member that designated such Representative; and the other Members shall be entitled to rely upon such action without further inquiry or investigation as to the actual authority (or lack thereof) of such Representative. In addition, the act of an Alternate Representative shall be deemed the act of the Representative for which such Alternate Representative is acting, without the need to produce evidence of the absence or unavailability of such Representative.

(iii) ***DISCLAIMER OF DUTIES; INDEMNIFICATION.*** EACH REPRESENTATIVE SHALL REPRESENT, AND OWE DUTIES TO, ONLY THE MEMBER THAT DESIGNATED SUCH REPRESENTATIVE (THE NATURE AND EXTENT OF SUCH DUTIES BEING AN INTERNAL CORPORATE AFFAIR OF SUCH MEMBER), AND NOT TO THE COMPANY, ANY OTHER MEMBER OR REPRESENTATIVE, OR ANY OFFICER OR EMPLOYEE OF THE COMPANY. THE PROVISIONS OF SECTION 6.06 SHALL ALSO INURE TO THE BENEFIT OF EACH MEMBER'S REPRESENTATIVES. THE COMPANY SHALL INDEMNIFY, PROTECT, DEFEND, RELEASE AND HOLD HARMLESS EACH REPRESENTATIVE FROM AND AGAINST ANY CLAIMS ASSERTED BY OR ON BEHALF OF ANY PERSON (INCLUDING ANOTHER MEMBER), OTHER THAN THE MEMBER THAT DESIGNATED SUCH REPRESENTATIVE, THAT ARISE OUT OF, RELATE TO OR ARE OTHERWISE ATTRIBUTABLE TO, DIRECTLY OR INDIRECTLY, SUCH REPRESENTATIVE'S SERVICE ON THE EXECUTIVE COMMITTEE, EXCEPT THOSE CLAIMS ARISING OUT OF THE FRAUD OR WILLFUL MISCONDUCT OF SUCH REPRESENTATIVE.

(iv) ***Attendance.*** Each Member shall use all reasonable efforts to cause its Representatives or Alternate Representatives to attend each meeting of the Executive Committee, unless its Representatives are unable to do so because of a "force majeure" event or other event beyond his

reasonable control, in which event such Member shall use all reasonable efforts to cause its Representatives or Alternate Representatives to participate in the meeting by telephone pursuant to Section 6.02(h).

(b) ***Chairman and Secretary***. One of the Representatives will be designated as Chairman of the Executive Committee, in accordance with this Section 6.02(b), to preside over meetings of the Executive Committee. Until the first anniversary of the Effective Date, the Chairman shall be a Representative designated by DPC-CII. Thereafter, the Chairmanship shall be rotated on an annual basis among the Representatives of the Members, with such rotation proceeding in inverse order of Sharing Ratios (and alphabetically among Members with identical Sharing Ratios), and with DPC-CII being excluded from the first round of rotation. Any Member may waive its right to the Chairmanship. The Executive Committee shall also designate a Secretary of the Executive Committee, who need not be a Representative.

(c) ***Procedures***. The Secretary of the Executive Committee shall maintain written minutes of each of its meetings, which shall be submitted for approval no later than the next regularly-scheduled meeting. The Executive Committee may adopt whatever rules and procedures relating to its activities as it may deem appropriate, provided that such rules and procedures shall not be inconsistent with or violate the provisions of this Agreement.

(d) ***Time and Place of Meetings***. The Executive Committee shall meet quarterly, subject to more or less frequent meetings upon approval of the Executive Committee. Notice of, and an agenda for, all Executive Committee meetings shall be provided by the Chairman to all Members at least ten Days prior to the date of each meeting, together with proposed minutes of the previous Executive Committee meeting (if such minutes have not been previously ratified). Special meetings of the Executive Committee may be called at such times, and in such manner, as any Member deems necessary. Any Member calling for any such special meeting shall notify the Chairman, who in turn shall notify all Members of the date and agenda for such meeting at least 10 Days prior to the date of such meeting. Such ten-Day period may be shortened by the Executive Committee. All meetings of the Executive Committee shall be held at a location designated by the Chairman. Attendance of a Member at a meeting of the Executive Committee shall constitute a waiver of notice of such meeting, except where such Member attends the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(e) ***Quorum***. The presence of one Representative designated by each Member shall constitute a quorum for the transaction of business at any meeting of the Executive Committee.

(f) ***Voting***. Except as provided otherwise in this Agreement, (i) voting at any meeting of the Executive Committee shall be according to the Members' respective Sharing Ratios, and (ii) the affirmative vote of Members holding a majority of the Sharing Ratios shall constitute the act of the Executive Committee.

(g) ***Action by Written Consent***. Any action required or permitted to be taken at a meeting of the Executive Committee may be taken without a meeting, without prior notice, and without a vote if a consent or consents in writing, setting forth the action so taken, is signed by Members that could have taken the action at a meeting of the Executive Committee at which all Members entitled to vote on the action were represented and voted.

(h) ***Meetings by Telephone***. Members may participate in and hold such meeting by means of conference telephone, video conference or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a Member participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(i) ***Subcommittees***. The Executive Committee may create such subcommittees, delegate to such subcommittees such authority and responsibility, and rescind any such delegations, as it may deem appropriate.

(j) ***Officers***. The Executive Committee may designate one or more Persons to be Officers of the Company. Any Officers so designated shall have such titles and, subject to the other provisions of this Agreement, have such authority and perform such duties as the Executive Committee may specifically delegate to them and shall serve at the pleasure of the Executive Committee.

6.03 ***Manager***. The Members, through unanimous vote, shall designate a manager of the Company (the "Manager"), who shall be an employee of one of the Members (or their Wholly-Owned Affiliates).

(a) ***Manager's Duties***. The Manager shall, under the direction of the Executive Committee, perform the following duties:

(i) generally direct and coordinate the day-to-day business activities of the Company, subject to subsection 6.03(b) below;

(ii) except as specifically delegated by the Company pursuant to the O&M Management Services Agreement and the Energy Management Agreement, administer, enforce and supervise the Project Agreements to ensure compliance therewith, and performance thereunder that conforms with the business plan of the

Company (provided that any payment made under a Project Agreement to an Affiliate of the Member whose Affiliate is the employer of the Manager shall require the prior approval of the other Member);

(iii) prepare and submit for approval the Budget, business plans, forecasts, and amendments/supplements thereto;

(iv) monitor and ensure compliance by the Company with laws, regulations, permits and directives of governmental agencies with jurisdiction over the Project and its operations, including without limitation the ISO, the California Power Exchange, the Federal Energy Regulatory Commission and the California Public Utilities Commission;

(v) represent the Company in public and community relations;

(vi) prepare and submit summary reports;

(vii) administer the services of outside professional consultants engaged by the Manager to perform his or her duties described herein; and

(viii) perform any other duties specifically delegated to the Manager by the Executive Committee.

(b) ***Limitations on Manager's Authority***. Notwithstanding the above, without the prior written approval of the Executive Committee, the Manager shall not take any actions with respect to:

(i) the borrowing of money or other financings;

(ii) the making of loans or advances or granting of financial or operating guarantees;

(iii) the sale or lease of any asset or group of assets (other than in the ordinary course of business);

(iv) the acquisition of any asset or group of assets (other than in the ordinary course of business);

(v) prior to the termination of the SDG&E O&M Contract, the negotiation of, entering into, termination of, or material amendment or modification of any labor contracts or any other agreement pertaining to the business, finances or operations of the Company;

(vi) changes in or adoption of accounting practices or the engagement or termination of the Company's Certified Public Accountants;

(vii) changes in or adoption of any material tax position or policy;

(viii) acquiring any insurance coverage or any material change therein;

(ix) distributions to the Members of cash or other assets;

(x) approval of any capital improvements budget, any capital maintenance budget or any operating budget, which are part of the Budget;

(xi) any commitment or expenditure more than 10% in excess of any annual budgeted amounts set forth in the Budget, or any expenditure in excess of other budgeted amounts under any capital maintenance budget or any capital improvements budget previously approved by the Executive Committee;

(xii) material contracts or transactions with either Member or an Affiliate of either Member;

(xiii) renewal or termination of any agreement between the Company and a Member or an Affiliate of a Member, or the modification or amendment of any material term of any agreement between the Company and a Member or an Affiliate of a Member;

(xiv) employment of attorneys in connection with any legal claim or settlement of any action relating to a legal claim which could have a material effect on the Company or either Member;

(xv) the entering into of any new line of business;

(xvi) the making, execution or delivery of any assignment of judgment, chattel mortgage, deed, guarantee, indemnity bond, surety bond or contract to sell all or substantially all of the property of the Company; or

(xvii) any merger, consolidation, reorganization, creation of subsidiaries or entering into any joint ventures.

The Manager shall have only the specific duties set forth herein or delegated by the Executive Committee and authority to perform those duties; shall have no right to make contributions to, or to share in the profits and losses of, and distributions from, the Company; and shall have no right to vote on any matter pertaining to the Company.

(c) ***Service and Compensation.*** Notwithstanding that the Manager shall be an employee of a Member (or its Wholly-Owner Affiliate), the Manager shall discharge the duties set forth above. The Manager may engage other employees of the Member (or its Wholly-Owned Affiliate) of which the Manager is an employee, and/or third party contractors, to assist 1he Manager in discharging the duties described above. Subject to the provisions next below, the Company shall pay to the Member (or its Wholly-Owned Affiliate, as applicable) that is the employer of the Manager (and such other employees of such Member or Wholly-Owned Affiliate of such Member who are assisting the Manager), for the manhours expended by the Manager and such other employees (rounded to the nearest quarter of manhour) at the rates set forth in Exhibit B attached hereto (which rates each shall escalate on the first day of each calendar year during the term hereof by an amount which is 3% of the rate applicable during the prior calendar year).

The Manager shall provide to the Executive Committee, as part of the Budget, an annual budget with respect to services performed by Manager, employees and third party contractors, as described above, and for other costs associated therewith. Any payment for services or third party contractor expenses which causes the annual budgeted amount for a budgeted category to be exceeded by 10% shall require approval of the Executive Committee. The annual budget for services to be performed by the Manager shall be reviewed quarterly by the Manager and the Executive Committee, and shall be revised as appropriate. In addition, the Manager shall communicate promptly to the Executive Committee any significant variances from estimates set forth in the Budget with respect to the services of Manager, employees and third party contractors.

(d) ***Removal of Manager.*** One Member may request that the other Members consider whether to remove the Manager for Cause (as defined herein). The Members shall determine whether Cause exists for such removal. In the event the Members determine that Cause exists (which determination shall not be unreasonably withheld), the Members shall remove the Manager. "Cause" for purposes of this Section 6.03(d) shall mean any of the following: (i) any action that is materially inconsistent with this Agreement and causes detriment to the Company; (ii) any failure by the Manager to disclose to the Members a material conflict of interest of the Manager with a Person with which the Company, to the Manager's knowledge, intends to enter into any contract; (iii) the commission of any act involving dishonesty, fraud, gross negligence or willful misconduct by the Manager; (iv) any refusal by the Manager to obey the express direction of the Executive Committee; (v) any act or omission of the Manager that is materially injurious to the Company; or (vi) any material failure by the Manager to perform his or her duties in a timely or reasonably satisfactory manner.

(e) ***Indemnification.*** The Company shall indemnify, protect, defend, release and hold harmless the Manager from and against any Claims asserted by or on behalf of any Person (including a Member, or Wholly-Owned Affiliate of a Member, of which the Manager is not an employee), other than the Claims of a Member (or Wholly-Owned Affiliate of a Member) of which the Manager is an employee based on such employment relationship (which shall be an internal corporate affair of such Member or Wholly-Owned Affiliate of such Member), that arise out of, relate to or are otherwise attributable to, directly or indirectly, the Manager's performance of his or her duties on behalf of the Company, except for claims arising out of the fraud or willful misconduct of the Manager.

6.04 ***Delegation to Particular Member.*** The Executive Committee may delegate to one or more Members such authority and duties as the Executive Committee may deem advisable. Decisions or actions taken by any such Member in accordance with the provisions of this Agreement shall constitute decisions or actions by the Company and shall be binding on each Member, Representative, Officer and employee of the Company. Any delegation pursuant to this Section 6.04 may be revoked at any time by



the Executive Committee. With respect to duties discharged hereunder by a Member (a) such Member may discharge such duties through the personnel of a Wholly-Owned Affiliate of such Member, and (b) unless the Members otherwise agree, the Company shall compensate such Member (or its Wholly-Owned Affiliate, as applicable) for the performance of such duties in an amount equal to the manhours expended by the personnel of such Member (or its Wholly-Owned Affiliate) multiplied by the applicable rate(s) shown on Exhibit B attached hereto (which rates each shall escalate on the first day of each calendar year during the term hereof by an amount which is 3% of the rate applicable during the prior calendar year), and shall reimburse such Member for all reasonable out of pocket costs incurred by such Member in discharging such duties. In addition, prior to performing any such duties, the performing Member shall provide to the other Member for approval an estimate of manhours and types of personnel required to perform the delegated duties and a schedule for the performance of the delegated duties and for other costs associated therewith, and shall promptly inform the other Member of any variance from the budget or schedule.

6.05 ***Affiliate Agreements. Conflicts of Interest.*** (a) Contemporaneous with the execution hereof, the Company is executing the Administrative Services Agreement, Energy Management Agreement and O&M Management Services Agreement. Subject to Section 6.05(b) below, the Members agree that the Company shall enter into an O&M Agreement.

(b) The terms of the O&M Agreement shall be negotiated in good faith on an arm's length basis, with terms that are reasonably competitive with those available in the market from unaffiliated third parties, and consistent with the goal of operating a competitive merchant plant facility.

(c) Subject to any other agreement between DPC and NRG (and their respective Affiliates, as applicable), a Member or an Affiliate of a Member may engage in and possess interests in other business ventures of any and every type and description, independently or with others, including ones in competition with the Company, with no obligation to offer to the Company, any other Member or any Affiliate of another Member the right to participate therein. Subject to, and in addition to, Section 6.05(a), the Company may transact business with any Member or Affiliate thereof, provided the terms of those transactions are approved by the Executive Committee or expressly contemplated by this Agreement. Without limiting the generality of the foregoing, the Members recognize and agree that they and their respective Affiliates currently engage in certain activities involving the generation, transmission, distribution, marketing and trading of electricity and other energy products (including futures, options, swaps, exchanges of future positions for physical deliveries and commodity trading), and the gathering, processing, storage and transportation of such products, as well as other commercial activities related to such products, and that these and other activities by Members and their Affiliates may be made possible or more profitable by reason of the Company's activities (herein referred to as *"Outside Activities").* The Members agree that (i) no Member or Affiliate of a Member shall be restricted in its right to conduct,

individually or jointly with others, for its own account any Outside Activities, and (ii) no Member or its Affiliates shall have any duty or obligation, express or implied, to account to, or to share the results or profits of such Outside Activities with, the Company, any other Member or any Affiliate of any other Member, by reason of such Outside Activities.

6.06 ***Disclaimer of Duties and Liabilities.*** (a) NO MEMBER OR MANAGER SHALL OWE ANY DUTY (INCLUDING ANY FIDUCIARY DUTY) TO THE OTHER MEMBERS OR TO THE COMPANY, OTHER THAN THE DUTIES THAT ARE EXPRESSLY SET FORTH IN THIS AGREEMENT.

(b) NO MEMBER OR MANAGER SHALL BE LIABLE WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; PROVIDED, HOWEVER, THAT A MEMBER OR MANAGER SHALL BE LIABLE FOR ANY CLAIMS BY OR ON BEHALF OF ANY PERSON (INCLUDING ANOTHER MEMBER) ARISING FROM OR RELATED TO FRAUDULENT ACTS OR WILLFUL MISCONDUCT OF THE MEMBER OR MANAGER, RESPECTIVELY.

(c) THE OBLIGATIONS OF THE MEMBERS UNDER THIS AGREEMENT ARE OBLIGATIONS OF THE MEMBERS ONLY, AND NO RECOURSE SHALL BE AVAILABLE AGAINST ANY OFFICER, DIRECTOR OR AFFILIATE OF ANY MEMBER, EXCEPT AS PERMITTED UNDER APPLICABLE LAW.

6.07 ***Indemnification***. Each Member shall indemnify, protect, defend, release and hold harmless each other Member, its Representative, its Affiliates, and its and their respective directors, officers, employees and agents from and against any Claims asserted by or on behalf of any Person (including another Member) that arise out of, relate to or are otherwise attributable to, directly or indirectly, a breach by the indemnifying Member of this Agreement, or the negligence, gross negligence or willful misconduct of the indemnifying Member in connection with the Project or this Agreement; provided, however, that this Section 6.07 shall not apply to any Claim or other matter for which a Member (or its Representative) has no liability or duty, or is indemnified or released, pursuant to Section 6.02(a)(iii), 6.03, 6.05 or 6.06.

## ARTICLE 7
## TAXES

7.01 ***Tax Returns***. The Tax Matters Member shall prepare and timely file (on behalf of the Company) all federal, state and local tax returns required to be filed by the Company. Each Member shall furnish to the Tax Matters Member all pertinent information in its possession relating to the Company's operations that is necessary to enable the Company's tax returns to be timely prepared and filed. The Company shall

bear the costs of the preparation and filing of its returns, including the costs of any audit of its returns by any Governmental Authority.

7.02 ***Tax Elections***. The Company shall make the following elections on the appropriate tax returns:

(a) to adopt as the Company's fiscal year the calendar year;

(b) to adopt the accrual method of accounting;

(c) if a distribution of the Company's property as described in Code Section 734 occurs or if a transfer of Membership Interest as described in Code Section 743 occurs, on request by notice from any Member, to elect, pursuant to Code Section 754, to adjust the basis of the Company's properties;

(d) to elect to amortize the organizational expenses of the Company ratably over a period of 60 months as permitted by Section 709(b) of the Code; and

(e) any other election the Executive Committee may deem appropriate.

Neither the Company nor any Member shall make an election for the Company to be excluded from the application of the provisions of subchapter K of chapter 1 of subtitle A of the Code or any similar provisions of applicable state law and no provision of this Agreement (including Section 2.07) shall be construed to sanction or approve such an election.

7.03 ***Tax Matters Member***. (a) During the term of the Asset Management Agreement, DPC-CII shall be the "tax matters partner" of the Company pursuant to Section 623l(a)(7) of the Code (the *"Tax Matters Member").* After the expiration of the term of the Asset Management Agreement, the Executive Committee may designate a different Tax Matters Member. The Tax Matters Member shall take such action as may be necessary to cause to the extent possible each other Member to become a "notice partner" within the meaning of Section 6223 of the Code. The Tax Matters Member shall inform each other Member of all significant matters that may come to its attention in its capacity as Tax Matters Member by giving notice thereof on or before the fifth Business Day after becoming aware thereof and, within that time, shall forward to each other Member copies of all significant written communications it may receive in that capacity.

(b) The Tax Matters Member shall take no action without the authorization of the Executive Committee, other than such action as may be required by Law, Any reasonable cost or expense incurred by the Tax Matters Member in connection with its duties, including the preparation for or pursuance of administrative or judicial proceedings, shall be paid by the Company.

(c) The Tax Matters Member shall not enter into any extension of the period of limitations for making assessments on behalf of the Members without first obtaining the consent of the Executive Committee. The Tax Matters Member shall not bind any Member to a settlement agreement without obtaining the consent of such Member. Any Member that enters into a settlement agreement with respect to any Company item (as described in Code Section 623l(aX3)) shall notify the other Members of such settlement agreement and its terms within 90 Days from the date of the settlement.

(d) No Member shall file a request pursuant to Code Section 6227 for an administrative adjustment of Company items for any taxable year without first notifying the other Members. If the Executive Committee consents to the requested adjustment, the Tax Matters Member shall file the request for the administrative adjustment on behalf of the Members. If such consent is not obtained within 30 Days from such notice, or within the period required to timely file the request for administrative adjustment, if shorter, any Member, including the Tax Matters Member, may file a request for administrative adjustment on its own behalf. Any Member intending to file a petition under Code Sections 6226, 6228 or other Code Section with respect to any item involving the Company shall notify the other Members of such intention and the nature of the contemplated proceeding. In the case where the Tax Matters Member is the Member intending to file such petition on behalf of the Company, such notice shall be given within a reasonable period of time to allow the other Members to participate in the choosing of the forum in which such petition will be filed.

(e) If any Member intends to file a notice of inconsistent treatment under Code Section 6222(b), such Member shall give reasonable notice under the circumstances to the other Members of such intent and the manner in which the Member's intended treatment of an item is (or may be) inconsistent with the treatment of that item by the other Members.

## ARTICLE 8
## BOOKS, RECORDS, REPORTS, AND BANK ACCOUNTS

8.01 ***Maintenance of Books***. (a) The Executive Committee shall keep or cause to be kept at the principal office of the Company or at such other location approved by the Executive Committee complete and accurate books and records of the Company, supporting documentation of the transactions with respect to the conduct of the Company's business and minutes of the proceedings of its Members and the Executive Committee, and any other books and records that are required to be maintained by applicable Law.

(b) The books of account of the Company shall be (i) maintained on the basis of a fiscal year that is the calendar year, (ii) maintained on an accrual basis in accordance with generally accepted accounting principles, consistently applied, and (iii) audited by the Certified Public Accountants at the end of each calendar year.

8.02 ***Reports***. (a) With respect to each calendar year, the Executive Committee shall prepare and deliver to each Member:

(i) Within 60 Days after the end of such calendar year, a profit and loss statement and a statement of cash flows for such year, a balance sheet and a statement of each Member's Capital Account as of the end of such year, together with agreement of such statements by the Certified Public Accountants, and within 75 Days after the end of such calendar year, audited financial statements along with an audit opinion of the Certified Public Accountants; and

(ii) Such federal, state and local income tax returns and such other accounting, tax information and schedules as shall be necessary for the preparation by each Member on or before July 15 following the end of each calendar year of its income tax return with respect to such year.

(b) By 10:00 a.m. Central Standard Time on any day which is within 5 Business Days after the end of each calendar month, the Executive Committee shall cause to be prepared and delivered to each Member the estimated net income and estimated revenues and expenses for such month (provided that the Executive Committee may change the financial statements required by this Section 8.02(b) to a quarterly basis or make such other change therein as it may deem appropriate).

(c) Within 15 Days after the end of each calendar month, the Executive Committee shall cause to be prepared and delivered to each Member, with an appropriate certificate of the Person authorized to prepare the same (provided that the Executive Committee may change the financial statements required by this Section 8.02(c) to a quarterly basis or may make such other change therein as it may deem appropriate):

(i) A profit and loss statement and a statement of cash flows for such month (including sufficient information to permit the Members to calculate their tax accruals), for the portion of the calendar year then ended;

(ii) A balance sheet and a statement of each Member's Capital Account as of the end of such month and the portion of the calendar year then ended; and

(iii) A statement comparing the actual financial status and results of the Company as of the end of or for such month and the portion of the calendar year then ended with the budgeted or forecasted status and results as of the end of or for such respective periods.

(c) The Executive Committee shall also cause to be prepared and delivered to each Member such other reports, forecasts, studies, budgets and other information as the Executive Committee may request from time to time.

8.03 ***Bank Accounts***. Funds of the Company shall be deposited in such banks or other depositories as shall be designated from time to time by the Executive Committee. All withdrawals from any such depository shall be made only as authorized by the Executive Committee and shall be made only by check, wire transfer, debit memorandum or other written instruction.

## ARTICLE 9
## BUYOUT OPTION

9.01 ***Buyout Events***. This Article 9 shall apply to any of the following events (each a *"Buyout Event"):*

(a) a Member shall dissolve or become Bankrupt; or

(b) a Member shall commit a Default.

In each case, the Member with respect to whom a Buyout Event has occurred is referred to herein as the *"Affected Member. "*

9.02 ***Procedure***. If a Buyout Event occurs and is not cured within 30 Business Days of the Affected Member's receipt of notice thereof from another Member (or such shorter period (not less than 10 Business Days) as the other Member determines in its discretion to be reasonable under the circumstances and set forth in such notice), then each of the other Members shall have the option to acquire the Membership Interest of the Affected Member (or to cause it to be acquired by a third party designated by the other Members), in accordance with procedures that are substantively equivalent to those set forth in Section 3.03(b)(iii) (and with the Members exercising such preferential right also being referred to herein as *"Purchasing Members").*

9.03 ***Purchase Price***. The purchase price for a Membership Interest being purchased pursuant to this Article 9 (the *"Purchase Price*") shall be determined in the following manner. The Affected Member and the Purchasing Members shall attempt to agree upon the fair market value of the applicable Membership Interest. If those Members do not reach such agreement on or before the 30th Day following the exercise of the option, any such Member, by notice to the others, may require the determination of fair market value to be made by the Arbitrator pursuant to Article 10. Following the determination of fair market value by agreement or arbitration (the *"Fair Market Value"),* the Purchase Price shall be determined and paid in accordance with the following chart and procedures:

| Buyout Event | Discount | Closing Percent | Interest Rate | Term | Payment Frequency |
|---|---|---|---|---|---|
| Dissolution | 0% | 10% | 7% | 10 yrs. | semi-annual |
| Bankruptcy | 0% | 10% | 7% | 10 yrs. | semi-annual |
| Default | 10% | 10% | 7% | 10 yrs. | semi-annual |

The following provisions shall apply to the determination and payment of the Purchase Price:

(a) the Purchase Price shall be (i) the product of (A) the Fair Market Value *times* (B) 100% minus the percentage shown for such Buyout Event in the "Discount" Column; *less* (ii) the amount of all monetary damages suffered by the Company and the other Members as a result of such Buyout Event (including any adverse tax consequences resulting from a Code Section 708 termination);

(b) at the closing, the Purchasing Members (or third party designee) shall pay the Affected Member a portion of the Purchase Price equal to the Purchase Price multiplied by the percentage shown for such Buyout Event in the "Closing Percent" column;

(c) if the applicable Closing Percent is less than 100%, then the remainder of the Purchase Price (the *"Deferred Amount"),* shall accrue interest from the date of closing at the rate per annum shown for such Buyout Event in the "Interest Rate" column (not to exceed the maximum rate permitted by Law); and

(d) the Deferred Amount, together with accrued interest thereon, shall be paid by the Purchasing Members (or third party designee) in equal cash installments over the term shown for such Buyout Event in the "Term" column and at the payment frequency shown for such Buyout Event in the "Payment Frequency" column, with the amount of the cash installments being calculated to amortize fully the Deferred Amount (and accrued interest thereon) over the applicable Term. The installments shall be paid on the first Day of January and July of the applicable Term, with appropriate adjustments to the first or last payments to reflect a closing that does not occur on the first Day of a month or quarter (as applicable). The payment to be made to the Affected Member pursuant to this Article 9 shall be in complete liquidation and satisfaction of all the rights and interest of the Affected Member in and in respect of the Company, including any Membership Interest, any rights in specific Company property, and any rights against the Company and (insofar as the affairs of the Company are concerned) against the other Members, and constitutes a compromise to which all Members have agreed pursuant to Section 18-502(b) of the Act.

9.04 ***Closing***. If an option to purchase is exercised in accordance with the other provisions of this Article 9, the closing of such purchase shall occur on the 30th Day after the determination of the Fair Market Value pursuant to Section 9.03 (or, if later, the fifth Business Day after the receipt of all applicable regulatory and governmental approvals to the purchase), and shall be conducted in a manner substantively equivalent to that set forth in Section 3.03(b)(ii)(B); provided, however, that the Purchasing Members (or third party designee) shall deliver to the Affected Member (i) the portion of the Purchase Price

required by Section 9.03 to be paid at the Closing, in immediately available funds, and (ii) one or more unsecured promissory notes reflecting the payment terms established in Section 9.03 for the Deferred Amount.

9.05 ***Terminated Member***. Upon the occurrence of a closing under Section 9.04, the following provisions shall apply to the Affected Member (now a *"Terminated Member"):*

(a) The Terminated Member shall cease to be a Member immediately upon the occurrence of the closing.

(b) As the Terminated Member is no longer a Member, it will no longer be entitled to receive any distributions (including liquidating distributions) or allocations from the Company, and neither it nor its Representative shall be entitled to exercise any voting or consent rights or to receive any further information (or access to information) from the Company.

(c) The Terminated Member must pay to the Company all amounts owed to it by such Member.

(d) The Terminated Member shall remain obligated for all liabilities it may have under this Agreement or otherwise with respect to the Company that accrue prior to the closing.

(f) The Sharing Ratio of the Terminated Member shall be allocated among the Purchasing Members (or third party designee) in the proportion of the total Purchase Price paid by each.

## ARTICLE 10
## DISPUTE RESOLUTION

10.01 ***Disputes***. This Article 10 shall apply to any dispute arising under or related to this Agreement (whether arising in contract, tort or otherwise, and whether arising at law or in equity), including (a) any dispute regarding the construction, interpretation, performance, validity or enforceability of any provision of this Agreement or whether any Person is in compliance with, or breach of, any provisions of this Agreement, and (b) the applicability of this Article 10 to a particular dispute. Notwithstanding the foregoing, this Article 10 shall not apply to any matters that, pursuant to the provisions of this Agreement, are to be resolved by a vote of the Members (including through the Executive Committee); provided, however, that if a vote, approval, consent, determination or other decision must, under the terms of this Agreement, be made (or withheld) in accordance with a standard other than Sole Discretion (such as a reasonableness standard), then the issue of whether such standard has been satisfied may be a dispute to which this Article 10 applies. Any dispute to which this Article 10 applies

is referred to herein as a *"Dispute."* With respect to a particular Dispute, each Member that is a party to such Dispute is referred to herein as a *"Disputing Member*." The provisions of this Article 10 shall be the exclusive method of resolving Disputes.

10.02 ***Negotiation to Resolve Disputes***. If a Dispute arises, either Disputing Member may initiate the dispute-resolution procedures of this Article 10 by delivering a notice (a *"Dispute Notice"*) to the other Disputing Members. Within 10 Days of delivery of a Dispute Notice, each Disputing Member shall designate a representative, and such representatives shall promptly meet (whether by phone or in person) in a good faith attempt to resolve the Dispute. If such representatives can resolve the Dispute, such resolution shall be reported in writing and shall be binding upon the Disputing Members. If such representatives are unable to resolve the Dispute within 30 Days following the delivery of the Dispute Notice (or such other period as such representatives may agree), or if a Disputing Member fails to appoint a representative within 10 Days of delivery following the delivery of the Dispute Notice, then the process described in this Section 10.02 shall be repeated, with each Disputing Member designating one of its senior officers to be its representative in such second round of negotiations. If such representatives are unable to resolve the Dispute within 30 Days following the delivery of the second Dispute Notice (or such other period as such representatives may agree), or if a Disputing Member fails to appoint a representative for such second round of negotiations within 10 Days of delivery following the delivery of the Dispute Notice, then any Disputing Member may submit such Dispute to binding arbitration under this Article 10 by notifying the other Disputing Members (an *"Arbitration Notice").*

10.03 ***Selection of Arbitrator***. (a) Any arbitration conducted under this Article 10 shall be heard by a sole arbitrator (the *"Arbitrator")* selected in accordance with this Section 10.03. Each Disputing Member and each proposed Arbitrator shall disclose to the other Disputing Members any business, personal or other relationship or Affiliation that may exist between such Disputing Member and such proposed Arbitrator, and any Disputing Member may disapprove of such proposed Arbitrator on the basis of such relationship or Affiliation.

(b) The Disputing Member that submits a Dispute to arbitration shall request the American Arbitration Association (or, if such Association has ceased to exist, the principal successor thereto) (the *"AAA")* to designate the Arbitrator. The Arbitrator selected by the AAA shall possess relevant expertise to analyze and resolve the matter that is the subject of the Dispute. If the Arbitrator so designated shall die, resign or otherwise fail or becomes unable to serve as Arbitrator, a replacement Arbitrator shall be chosen by the AAA.

10.04 ***Conduct of Arbitration***. The Arbitrator shall expeditiously (and, if possible, within 90 Days after the Arbitrator's selection) hear and decide all matters concerning the Dispute. Any arbitration hearing shall be held in New York, New York. The arbitration shall be conducted in accordance with the then-current Commercial Arbitration Rules of the AAA (excluding rules governing the payment of arbitration,

administrative or other fees or expenses to the Arbitrator or the AAA), to the extent that such Rules do not conflict with the terms of this Agreement Except as expressly provided to the contrary in this Agreement, the Arbitrator shall have the power (a) to gather such materials, information, testimony and evidence as it deems relevant to the dispute before it (and each Member will provide such materials, information, testimony and evidence requested by the Arbitrator, except to the extent any information so requested is proprietary, subject to a third-party confidentiality restriction or to an attorney-client or other privilege), (b) to grant injunctive relief and enforce specific performance, and (c) fashion such relief as the Arbitrator deems equitable and appropriate, regardless of whether such is not consistent with the relief requested/or position taken by the Disputing Members. If it deems necessary, the Arbitrator may propose to the Disputing Members that one or more other experts be retained to assist it in resolving the Dispute. The retention of such other experts shall require the unanimous consent of the Disputing Members, which shall not be unreasonably withheld. Each Disputing Member, the Arbitrator and any proposed expert shall disclose to the other Disputing Members any business, personal or other relationship or Affiliation that may exist between such Disputing Member (or the Arbitrator) and such proposed expert; and any Disputing Member may disapprove of such proposed expert on the basis of such relationship or Affiliation. The decision of the Arbitrator (which shall be rendered in writing) shall be final, nonappealable and binding upon the Disputing Members and may be enforced in any court of competent jurisdiction; provided that the Members agree that the Arbitrator and any court enforcing the award of the Arbitrator shall not have the right or authority to award punitive or exemplary damages to any Disputing Member. The responsibility for paying the costs and expenses of the arbitration, including compensation to the Arbitrator and any experts retained by the Arbitrator, shall be allocated among the Disputing Members in a manner determined by the Arbitrator to be fair and reasonable under the circumstances. Each Disputing Member shall be responsible for the fees and expenses of its respective counsel, consultants and witnesses, unless the Arbitrator determines that compelling reasons exist for allocating all or a portion of such costs and expenses to one or more other Disputing Members.

## ARTICLE 11
## DISSOLUTION, WINDING-UP AND TERMINATION

11.01 ***Dissolution***. The Company shall dissolve and its affairs shall be wound up on the first to occur of the following events (each a *"Dissolution Event"):*

(a) the unanimous consent of the Members; or

(b) entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act.

11.02 ***Winding-up and Termination***. (a) On the occurrence of a Dissolution Event, the Executive Committee shall select one Member to act as liquidator. The liquidator shall proceed diligently to wind up the affairs of the Company and make final



distributions as provided herein and in the Act. The reasonable costs of winding up shall be borne as a Company expense. Until final distribution, the liquidator shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidator are as follows:

(i) as promptly as possible after dissolution and again after final winding up, the liquidator shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company's assets, liabilities, and operations through the last calendar day of the month in which the dissolution occurs or the final winding up is completed, as applicable;

(ii) the liquidator shall discharge from Company funds all of the indebtedness, liabilities and obligations of the Company (including all expenses incurred in winding up and any loans described in Section 4.02) or otherwise make adequate provision for payment and discharge thereof (including the establishment of a cash escrow fund for contingent liabilities in such amount and for such term as the liquidator may reasonably determine); and

(iii) all remaining assets of the Company shall be distributed to the Members as follows:

(A) the liquidator may sell any or all Company property, including to Members, and any resulting gain or loss from each sale shall be computed and allocated to the Capital Accounts of the Members in accordance with the provisions of Article 5;

(B) with respect to all Company property that has not been sold, the fair market value of that property shall be determined and the Capital Accounts of the Members shall be adjusted to reflect the manner in which the unrealized income, gain, loss, and deduction inherent in property that has not been reflected in the Capital Accounts previously would be allocated among the Members if there were a taxable disposition of that property for the fair market value of that property on the date of distribution; and

(C) Company property (including cash) shall be distributed among the Members in accordance with Section 5.02, and those distributions shall be made by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 Days after the date of the liquidation).

(b) The distribution of cash or property to a Member in accordance with the provisions of this Section 11.02 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its Membership Interest and all the Company's property and constitutes a compromise to which all

Members have consented pursuant to Section 18-502(b) of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

11.03 ***Deficit Capital Accounts.*** No Member will be required to pay to the Company, to any other Member or to any third party any deficit balance that may exist from time to time in the Member's Capital Account.

11.04 ***Certificate of Cancellation.*** On completion of the distribution of Company assets as provided herein, the Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.05, and take such other actions as may be necessary to terminate the existence of the Company. Upon the filing of such certificate of cancellation, the existence of the Company shall terminate (and the Term shall end), except as may be otherwise provided by the Act or other applicable Law.

## ARTICLE 12
## GENERAL PROVISIONS

12.01 ***Offset.*** Whenever the Company is to pay any sum to any Member, any amounts that Member owes the Company may be deducted from that sum before payment.

12.02 ***Project Financing.*** To the extent the Members are able to leverage the Project, the Members agree that the financing will be non-recourse to the Members and their respective affiliates.

12.03 ***Notices.*** Except as expressly set forth to the contrary in this Agreement, all notices, requests or consents provided for or permitted to be given under this Agreement must be in writing and must be delivered to the recipient in person, by courier or mail or by facsimile or other electronic transmission. A notice, request or consent given under this Agreement is effective on receipt by the Member to receive it; provided, however, that a facsimile or other electronic transmission that is transmitted after the normal business hours of the recipient shall be deemed effective on the next Business Day. All notices, requests and consents to be sent to a Member must be sent to or made at the addresses given for that Member on Exhibit A attached hereto or in the instrument described in Section 3.03(b)(iv)(A)(II) or 3.04, or such other address as that Member may specify by notice to the other Members. Any notice, request or consent to the Company must be given to all of the Members. Whenever any notice is required to be given by Law, the Delaware Certificate or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

12.04 ***Entire Agreement; Superseding Effect.*** This Agreement constitutes the entire agreement of the Members and their Affiliates relating to the Company and the transactions contemplated hereby and supersedes all provisions and concepts contained in all prior contracts or agreements between the Members or any of their Affiliates with respect to the Company and the transactions contemplated hereby (including the Initial LLC Agreement), whether oral or written, except for the Preliminary Agreement as specifically provided herein, and for liabilities accrued under the Preliminary Agreement.

12.05 ***Press Releases.*** Each Member agrees that it shall not (and shall cause its Affiliates not to), without the other Members' consent, issue a press release or have any contact with or respond to the news media with any sensitive or Confidential Information, except as required by securities or similar Laws or Securities Exchange requirements applicable to a Member and its Affiliates. Any press release by a Member or its Affiliates with respect to any sensitive or Confidential Information shall be subject to review and approval by the other Party, which approval shall not be unreasonably withheld.

12.06 ***Effect of Waiver or Consent.*** Except as otherwise provided in this Agreement, a waiver or consent, express or implied, to or of any breach or default by any Member in the performance by that Member of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Member of the same or any other obligations of that Member with respect to the Company. Except as otherwise provided in this Agreement, failure on the part of a Member to complain of any act of any Member or to declare any Member in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Member of its rights with respect to that default until the applicable statute-of-limitations period has expired.

12.07 ***Amendment or Restatement.*** This Agreement or the Delaware Certificate may be amended or restated only by a written instrument executed (or, in the case of the Delaware Certificate, approved) by all of the Members.

12.08 ***Binding Effect.*** Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and shall inure to the benefit of the Members and their respective successors and permitted assigns.

12.09 ***Governing Law; Severability.*** **THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION.** In the event of a direct conflict between the provisions of this Agreement and any mandatory, non-waivable provision of the Act, such provision of the Act shall control. If any provision of the Act provides that it may be varied or superseded in a limited liability company agreement (or otherwise by agreement of the members or managers of a limited liability company), such provision shall be deemed superseded and

waived in its entirety if this Agreement contains a provision addressing the same issue or subject matter. If any provision of this Agreement or the application thereof to any Member or circumstance is held invalid or unenforceable to any extent, (a) the remainder of this Agreement and the application of that provision to other Members or circumstances is not affected thereby, and (b) the Members shall negotiate in good faith to replace that provision with a new provision that is valid and enforceable and that puts the Members in substantially the same economic, business and legal position as they would have been in if the original provision had been valid and enforceable.

12.10 ***Further Assurances.*** In connection with this Agreement and the transactions contemplated hereby, each Member shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and those transactions.

12.11 ***Counterparts.*** This Agreement may be executed in any number of counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

**NRG CABRILLO II INC.**

By: /s/ Craig A. Mataczynski
Name: Craig A. Mataczynski
Title: President

Date: December 11, 1998

**DYNEGY KEARNY, INC.**

By: /s/ Rick A. Bowen
Name: Rick A. Bowen
Title:

Date: December 11, 1998

EXHIBIT A

Members

| Name and Address | Sharing Ratio | Parents | Representatives |
|---|---|---|---|
| NRG Cabrillo II, Inc.<br>1221 Nicollet Mall, Suite 700<br>Minneapolis, MN 55403<br>Attn: Craig Mataczynski<br>Fax: (612)373-5392 | 50% | Northern States Power Company, and NRG Energy, Inc. | Craig Mataczynski Stan Marks |
| Dynegy Kearny, Inc.<br>c/o Dynegy Power Corp.<br>1000 Louisiana, Suite 5800<br>Attn: Lynn Lednicky<br>Fax: (713) 767-8506 | 50% | Dynegy Inc. and Dynegy Power Corp. | Lynn Lednicky G. P. Manalac |

EXHIBIT B
HOURLY LABOR

| | 1999 Loaded Rate |
|---|---|
| Senior Manager | $ 97.47 |
| Manager | $ 85.63 |
| Supervisor | $ 61.98 |
| Lawyer | $ 89.86 |
| Senior Engineer | $ 77.05 |
| Engineer | $ 57.25 |
| Specialists | $ 51.37 |
| Designer | $ 66.53 |
| Draftsman | $ 45.20 |
| Sr. Plant Technician | $ 46.72 |
| Plant Technician | $ 38.04 |
| Senior Secretary | $ 36.97 |
| Secretary | $ 23.81 |
| Clerical | $ 25.37 |

**Exhibit 3.15**

**CERTIFICATE OF FORMATION**
**OF**
**CARBON MANAGEMENT SOLUTIONS LLC**

1. Name: The name of the limited liability company is Carbon Management Solutions LLC.

2. Registered Office: The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

3. Organizer: The name and address of the sole organizer of the limited liability company is Lynne Przychodzki, NRG Energy, Inc., 211 Carnegie Center, Princeton, NJ 08540.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Carbon Management Solutions LLC this 29th day of March, 2010.

/s/ Lynne Przychodzki
Lynne Przychodzki
Authorized Person

**Exhibit 3.16**

**LIMITED LIABILITY COMPANY AGREEMENT**
**OF**
**CARBON MANAGEMENT SOLUTIONS LLC**
**a Delaware Limited Liability Company**

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "**Agreement**") of Carbon Management Solutions LLC (the "**Company**"), dated as of March 29, 2010 is adopted by, and executed and agreed to, for good and valuable consideration, by the Sole Member of the Company, NRG Energy, Inc. a Delaware corporation.

**ARTICLE I**
**DEFINITIONS**

1.1 *Definitions.* As used in this Agreement, the following terms have the following meanings:

"Act" means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

"Agreement" has the meaning given that term in the introductory paragraph.

"Capital Contribution" means the aggregate contribution by a Member to the capital of the Company.

"Certificate" has the meaning given that term in Section 2.1.

"Company" means Carbon Management Solutions LLC, a Delaware limited liability company.

"Dispose," "Disposed," "Disposing" or "Disposition" means a sale, assignment, transfer, exchange, mortgage, pledge or other disposition (including, without limitation, by operation of law); provided, however, that this definition does not include the granting and/ or perfection of a security interest lien or encumbrance.

"Incapacity" or "Incapacitated" means (a) with respect to a natural person, the bankruptcy, death, incompetency or insanity of such person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

"Majority Members" means Members holding a majority of the Units owned by all Members or if there is only one Member, such Member.

"Member" means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

"Person" means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

"Proceeding" has the meaning given such term in Section 5.1.

"Units" means the units of each Member representing such Member's interest in the income, gains, losses, deductions and expenses of the Company as set forth on Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2 *Construction*. Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

## ARTICLE II
## ORGANIZATION

2.1 *Formation*. The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the "**Certificate**") under and pursuant to the Act.

2.2 *Name.* The name of the Company is "Carbon Management Solutions LLC" and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3 *Registered Office; Registered Agent; Principal Office; Other Offices.* The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4 *Purposes.* The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5 *Foreign Qualification*. Prior to the Company's conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6 *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7 *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8 *Unit Certificates.* The number of authorized Units shall initially be one thousand (1,000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, shall be recorded in a register thereof maintained by the Company, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine.

## ARTICLE III
## MEMBERS, UNITS AND DISTRIBUTIONS

3.1 *Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2 *Liability of Members.* Except as otherwise required by applicable law and as explicitly set forth in this Agreement, no Member shall have any personal liability whatsoever in its capacity as a Member, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other

obligations of the Company or for any losses of the Company, and therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein. To the extent that, at law or in equity, a Member or other Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or another Person, such Member or other Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement.

3.3 *Member Units.* Each Member's interest in the Company, including such Member's interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4 *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5 *Distributions.* Subject to the provision of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

## ARTICLE IV
## MANAGEMENT

4.1 *Management by the Members.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Majority Members, and the Majority Members shall make all decisions and take all actions for the Company.

4.2 *Actions by Members; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Majority Members shall act through (i) meetings and written consents pursuant to Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles (including, without limitation, chairman, chief executive officer, president, vice president, secretary, assistant secretary, treasurer and assistant treasurer) to any such Persons and delegate to such other individuals certain authority and duties. Any number of titles may be held by the same individual. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3 *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Majority Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4 *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5 *Conflicts of Interest.* Each Member and officer of the Company at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation to offer to the Company or any other Member or officer the right to participate therein. The Company may transact business with any Member, officer or affiliate thereof *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6 *Officers*.

(a) The Majority Members may, from time to time, designate one or more persons to be officers of the Company. No officer need be a resident of the State of Delaware, or a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

## ARTICLE V
## INDEMNIFICATION

5.1 *Exculpation.* Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, none of the Members, managers, or any other officers, directors, stockholders, partners, employees, affiliates, representatives, or agents of any of the foregoing, nor any officer, employee, representative or agent of the Company (individually, a "Covered Person" and collectively, the "Covered Persons") shall be liable to the Company or any other person bound by this Agreement for any act or omission (in relation to the Company, its property or the conduct of its business or affairs, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted by a Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

5.2 *Indemnification.* To the fullest extent permitted by law, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative ("Claims"), in which the Covered Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Section 5.2 with respect to (i) any

Claim with respect to which such Covered Person has engaged in fraud, willful misconduct, bad faith or gross negligence or (ii) any Claim initiated by such Covered Person unless such Claim (or part thereof) (A) was brought to enforce such Covered Person's rights to indemnification hereunder or (B) was authorized or consented to by the Board. Expenses incurred by a Covered Person in defending any Claim shall be paid by the Company in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Section 5.2.

5.3 *Amendments.* Any repeal or modification of this Article V by the Members shall not adversely affect any rights of such Covered Person pursuant to this Article V, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

## ARTICLE VI
## TAXES AND BOOKS

6.1 *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2 *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

## ARTICLE VII
## TRANSFERS

7.1 *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member's Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2 *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7.3 *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of

such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4 *Effect of Assignment*.

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5 *Effect of Incapacity*. Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

## ARTICLE VIII
## DISSOLUTION, LIQUIDATION AND TERMINATION

8.1 *Dissolution*. The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

(a) the written consent of the Majority Members; and

(b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or

(c) on the date set forth in the Certificate.

8.2 *Liquidation and Termination*. On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

(a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses

incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and

(b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3 *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

## ARTICLE IX
## GENERAL PROVISIONS

9.1 *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested or by delivering that writing to the recipient in person, by courier, or by facsimile transmission; and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it. All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

9.2 *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3 *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance

by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4 *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5 *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6 *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7 *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

* * * * * *

IN WITNESS WHEREOF, the Sole Member has executed this Agreement as of the date first set forth above.

SOLE MEMBER:

**NRG ENERGY, INC.**
Its: Sole Member

By: _____
Name: Christopher Sotos
Title: Vice President & Treasurer

***SCHEDULE A***

| MEMBERS | UNITS |
|---|---|
| NRG Energy, Inc. | 1,000 |
| **TOTAL** | 1,000 |

**Exhibit 3.17**

**CERTIFICATE OF FORMATION**
**OF**
**CLEAN EDGE ENERGY LLC**

1. Name: The name of the limited liability company is Clean Edge Energy LLC.

2. Registered Office: The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

3. Organizer: The name and address of the sole organizer of the limited liability company is Lynne Przychodzki, NRG Energy, Inc., 211 Carnegie Center, Princeton, NJ 08540.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Clean Edge Energy LLC this 30th day of March, 2010.

/s/ Lynne Przychodzki
Lynne Przychodzki
Authorized Person

**Exhibit 3.18**

**LIMITED LIABILITY COMPANY AGREEMENT**
**OF**
**CLEAN EDGE ENERGY LLC**
**a Delaware Limited Liability Company**

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "**Agreement**") of Clean Edge Energy LLC (the "**Company**"), dated as of March 30, 2010 is adopted by, and executed and agreed to, for good and valuable consideration, by the Sole Member of the Company, NRG Power Marketing LLC, a Delaware limited liability company.

## ARTICLE I
## DEFINITIONS

1.1 *Definitions.* As used in this Agreement, the following terms have the following meanings:

"Act" means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

"Agreement" has the meaning given that term in the introductory paragraph.

"Capital Contribution" means the aggregate contribution by a Member to the capital of the Company.

"Certificate" has the meaning given that term in Section 2.1.

"Company" means Clean Edge Energy LLC, a Delaware limited liability company.

"Dispose," "Disposed," "Disposing" or "Disposition" means a sale, assignment, transfer, exchange, mortgage, pledge or other disposition (including, without limitation, by operation of law); provided, however, that this definition does not include the granting and/ or perfection of a security interest lien or encumbrance.

"Incapacity" or "Incapacitated" means (a) with respect to a natural person, the bankruptcy, death, incompetency or insanity of such person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

"Majority Members" means Members holding a majority of the Units owned by all Members or if there is only one Member, such Member.

"Member" means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

"Person" means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

"Proceeding" has the meaning given such term in Section 5.1.

"Units" means the units of each Member representing such Member's interest in the income, gains, losses, deductions and expenses of the Company as set forth on Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2 *Construction*. Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

## ARTICLE II
## ORGANIZATION

2.1 *Formation*. The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the "**Certificate**") under and pursuant to the Act.

2.2 *Name*. The name of the Company is "Clean Edge Energy LLC" and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3 *Registered Office; Registered Agent; Principal Office; Other Offices*. The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4 *Purposes*. The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5 *Foreign Qualification*. Prior to the Company's conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6 *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7 *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8 *Unit Certificates.* The number of authorized Units shall initially be one thousand (1,000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, shall be recorded in a register thereof maintained by the Company, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine.

## ARTICLE III
## MEMBERS, UNITS AND DISTRIBUTIONS

3.1 *Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2 *Liability of Members.* Except as otherwise required by applicable law and as explicitly set forth in this Agreement, no Member shall have any personal liability whatsoever in its capacity as a Member, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other

obligations of the Company or for any losses of the Company, and therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein. To the extent that, at law or in equity, a Member or other Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or another Person, such Member or other Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement.

3.3 *Member Units.* Each Member's interest in the Company, including such Member's interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4 *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5 *Distributions.* Subject to the provision of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

## ARTICLE IV
## MANAGEMENT

4.1 *Management by the Members.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Majority Members, and the Majority Members shall make all decisions and take all actions for the Company.

4.2 *Actions by Members; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Majority Members shall act through (i) meetings and written consents pursuant to Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles (including, without limitation, chairman, chief executive officer, president, vice president, secretary, assistant secretary, treasurer and assistant treasurer) to any such Persons and delegate to such other individuals certain authority and duties. Any number of titles may be held by the same individual. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3 *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Majority Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4 *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5 *Conflicts of Interest.* Each Member and officer of the Company at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation to offer to the Company or any other Member or officer the right to participate therein. The Company may transact business with any Member, officer or affiliate thereof *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6 *Officers*.

(a) The Majority Members may, from time to time, designate one or more persons to be officers of the Company. No officer need be a resident of the State of Delaware, or a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

## ARTICLE V
## INDEMNIFICATION

5.1 *Exculpation.* Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, none of the Members, managers, or any other officers, directors, stockholders, partners, employees, affiliates, representatives, or agents of any of the foregoing, nor any officer, employee, representative or agent of the Company (individually, a "Covered Person" and collectively, the "Covered Persons") shall be liable to the Company or any other person bound by this Agreement for any act or omission (in relation to the Company, its property or the conduct of its business or affairs, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted by a Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

5.2 *Indemnification.* To the fullest extent permitted by law, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative ("Claims"), in which the Covered Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Section 5.2 with respect to (i) any

Claim with respect to which such Covered Person has engaged in fraud, willful misconduct, bad faith or gross negligence or (ii) any Claim initiated by such Covered Person unless such Claim (or part thereof) (A) was brought to enforce such Covered Person's rights to indemnification hereunder or (B) was authorized or consented to by the Board. Expenses incurred by a Covered Person in defending any Claim shall be paid by the Company in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Section 5.2.

5.3 *Amendments.* Any repeal or modification of this Article V by the Members shall not adversely affect any rights of such Covered Person pursuant to this Article V, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

## ARTICLE VI
## TAXES AND BOOKS

6.1 *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2 *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

## ARTICLE VII
## TRANSFERS

7.1 *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member's Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2 *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7.3 *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of

such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4 *Effect of Assignment*.

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5 *Effect of Incapacity*. Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

## ARTICLE VIII
## DISSOLUTION, LIQUIDATION AND TERMINATION

8.1 *Dissolution*. The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

(a) the written consent of the Majority Members; and

(b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or

(c) on the date set forth in the Certificate.

8.2 *Liquidation and Termination*. On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

(a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses

incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and

(b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3 *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

## ARTICLE IX
## GENERAL PROVISIONS

9.1 *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested or by delivering that writing to the recipient in person, by courier, or by facsimile transmission; and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it. All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

9.2 *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3 *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance

by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4 *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5 *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6 *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7 *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

* * * * * *

IN WITNESS WHEREOF, the Sole Member has executed this Agreement as of the date first set forth above.

SOLE MEMBER:

**NRG POWER MARKETING LLC**
Its: Sole Member

By: _____
Name: Christopher Sotos
Title: Vice President & Treasurer

***SCHEDULE A***

| MEMBERS | UNITS |
|---|---|
| NRG POWER MARKETING LLC | 1,000 |
| **TOTAL** | 1,000 |

**Exhibit 3.23**

**CERTIFICATE OF FORMATION**

**OF**

**COTTONWOOD DEVELOPMENT LLC**

1. The name of the limited liability company is Cottonwood Development LLC.

2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undessigned has executed this Certificate of Formation of Cottonwood Development LLC this 28 day of December 1999.

/s/ Carlos Riva
Carlos Riva,
an authorized person

**Exhibit 3.24**

**COTTONWOOD DEVELOPMENT LLC**

**FIRST AMENDMENT TO THE LIMITED LIABILITY COMPANY OPERATING AGREEMENT**

FIRST AMENDMENT TO THE LIMITED LIABILITY COMPANY OPERATING AGREEMENT, dated May 25, 2004 (the "First Amendment"), by Mayflower Limited Partnership (the "Member").

RECITALS

1. WHEREAS, the Member has entered into a Limited Liability Company Operating Agreement, dated December 28,1999 (the "Operating Agreement"), with respect to Cottonwood Development LLC, a Delaware limited liability company (the "Company"), and

2. WHEREAS, the Member desires to amend the Operating Agreement as set forth in this First Amendment.

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, the Member hereby agrees as follows:

AGREEMENTS

1. Section 3.1 of the Operating Agreement is hereby deleted in its entirety and substituted with the following:

   3.1 Generally. The Company shall have a board of directors (the "Board"), comprised of one to six members (each, a "Director"), whom shall be appointed by the Member. The overall management of the Company shall be vested exclusively in the Board. Except as provided in Section 3.3 or as otherwise provided in this Agreement, the Member hereby specifically delegates to the Board its rights and powers to manage and control the business and affairs of the Company in accordance with the provisions of Section 18-407 of the LLC Act.

2. Except as modified herein, the Operating Agreement is hereby ratified in its entirety.

3. This First Amendment may be executed in one or more counterparts, which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned, being the sole Member has executed this Amendment of the Limited Liability Operating Agreement as of the date first written above.

MAYFLOWER LIMITED PARTNERSHIP

/s/ Susan Gonzalez
By: Susan Gonzalez
Its: Vice President

**LIMITED LIABILITY COMPANY**
**OPERATING AGREEMENT**

**OF**

**COTTONWOOD DEVELOPMENT LLC**

**dated as of**

**DECEMBER 28, 1999**

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**LIMITED LIABILITY COMPANY**
**OPERATING AGREEMENT**

**OF**

**COTTONWOOD DEVELOPMENT LLC**

INTERGEN NORTH AMERICA LP, the sole member of COTTONWOOD DEVELOPMENT LLC (the "**Company**"), hereby executes and delivers this Limited Liability Company Agreement ("**Agreement**") as of DECEMBER 28, 1999. All capitalized terms used but not otherwise defined herein shall have the meanings set forth in Section 1.8.

## ARTICLE 1

## GENERAL TERMS

1.1 **Limited Liability Company and Disregarded for Tax Purposes.** The Company has been formed as a limited liability company under the LLC Act for the purposes, and subject to the other provisions, set forth herein. The Company shall be disregarded as an entity separate from the Member solely for federal and state tax purposes to the maximum extent permitted by law.

1.2 **Filing of Certificate.** The Member caused a certificate of formation (the "**Certificate**") to be executed and filed with the office of the Delaware Secretary of State in accordance with the LLC Act on DECEMBER 28, 1999.

1.3 **Name.** The name of the Company shall be COTTONWOOD DEVELOPMENT LLC.

1.4 **Registered Agent and Office.** The Company shall maintain within the State of Delaware a registered agent for service of process on the Company and a registered office in accordance with the provisions of LLC Act.

1.5 **Term.** The term of the Company began on the date of filing of the Certificate with the Secretary of State of the State of Delaware (the "**Formation Date**"), and shall continue in perpetuity, unless the Company is earlier dissolved in accordance with the provisions of Article 5.

1.6 **Purpose**. The purpose of the Company is to engage in the business (the "**Business**") of identifying, developing, acquiring, owning, financing and operating

electric power generation and associated facilities and operations within the United States and Canada and to engage in any other activities related or incidental thereto or in anticipation thereof other than (a) nuclear-powered generation facilities; (b) hydroelectric generation facilities; (c) small, modular and dispersed energy systems of 50 MW or less; (d) pipeline development and (e) non-asset-based gas and power marketing and trading. The Board may expand or limit the scope of the Business, as it deems necessary or appropriate from time to time.

1.7 **Filings.** The Board shall cause to be filed all such certificates, notices, statements or other instruments, and amendments thereto under the laws of the State of Delaware and other applicable jurisdictions as the Board may from time to time deem necessary or advisable for the operation of the Company.

1.8 **Definitions and Interpretation**.

(a) **Definitions**. Unless otherwise required by the context in which any capitalized term appears, or unless otherwise specifically defined elsewhere in this Agreement, capitalized terms used in this Agreement shall have the meanings set forth below.

"**Affiliate**" means, when used with reference to a specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with the Person specified. For purposes of the foregoing, "control," "controlled by" and "under common control with" with respect to any Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, partnership interests or other equity interests, or by contract or otherwise.

"**Agreement**" has the meaning set forth in the preamble to this Agreement, and includes all schedules hereto.

"**Board**" has the meaning set forth in Section 3.1.

"**Certificate**" has the meaning set forth in Section 1.2.

"**Company**" has the meaning set forth in the preamble to this Agreement.

"**Director**" has the meaning set forth in Section 3.1.

"**Formation Date**" has the meaning set forth in Section 1.5.

"**GAAP**" means U.S. generally accepted accounting principles.

"**Indemnitee**" has the meaning set forth in Section 3.5(b).

"**Interest**" means the entire legal and equitable ownership interest of a Member in the Company at any particular time.

"**Liquidator**" has the meaning set forth in Section 5.2(b).

"**LLC Act**" means the Delaware Limited Liability Company Act, as amended from time to time; provided, however, that if any amendment to the LLC Act, or any succeeding or successor law, is applicable to the Company only if the Company has elected to be governed by the LLC Act as so amended or by such succeeding or successor law, as the case may be, the term "LLC Act" shall refer to the LLC Act as so amended or to such succeeding or successor law only after the appropriate election by the Board with the Consent of the Members.

"**Member**" means INTERGEN NORTH AMERICA LP and any other Person admitted as a member of the Company pursuant to this Agreement, so long as INTERGEN NORTH AMERICA LP or such Person, as the case may be, has not ceased to be a member of the Company hereunder.

"**Officers**" has the meaning set forth in Section 3.4(a).

"**Person**" means any individual, partnership, corporation, association, business trust, limited liability company, or other entity.

"**Transfer**" means any sale, assignment, conveyance, encumbrance, mortgage or pledge by a Member of all or any portion of its Interest, whether occurring voluntarily or by operation of law.

"**U.S.**" means the United States of America.

(b) **Interpretation**. Reference to a given Section or Schedule is a reference to a Section or Schedule of this Agreement, unless otherwise specified. The terms "hereof," "herein," "hereto," "hereunder" and "herewith" refer to this Agreement as a whole. Except where otherwise expressly provided or unless the context otherwise necessarily requires: (i) reference to a given agreement, instrument, statute or regulation is a reference to that agreement, instrument, statute or regulation as modified, amended, supplemented and restated from time to time, and, as to a statute or regulation, any successor statute or regulation, (ii) accounting terms have the meanings given to them by GAAP applied on a consistent basis by the accounting entity to which they refer,



(iii) references to "dollars" or "$" shall mean the lawful currency of the U.S., (iv) reference to a Person includes its successors and permitted assigns, (v) references to any term in this Agreement when used in the singular shall have the same meanings when used in the plural and *vice versa,* (vi) the masculine shall include the feminine and neuter, and *vice versa,* and (vii) "includes" or "including" means "including, for example and without limitation."

## ARTICLE 2

## ECONOMIC PROVISIONS

2.1 **Contributions**. The Member shall make capital contributions to the Company as and when required by the Board, but only with the consent of the Member. Except as set forth in the immediately preceding sentence, the Member shall not be required to make any capital contribution to the Company, whether on liquidation of the Company or otherwise.

2.2 **Loans**. The Member shall not be required to lend any money to or for the benefit of the Company without the Member's consent.

2.3 **Allocation of Profits and Losses**. For each fiscal year of the Company, each item of income, gain, deduction and credit of the Company shall be allocated entirely to the Member, and treated, solely for tax purposes, as though earned directly by the Member.

2.4 **Distributions**. All distributions of cash or property by the Company shall be made entirely to the Member at such times as the Board determines in its sole discretion.

2.5 **Fiscal Year**. Unless otherwise determined by the Board, the fiscal year of the Company shall be the calendar year.

## ARTICLE 3

## MANAGEMENT

3.1 **Generally**. The Company shall have a board of directors (the "**Board**"), comprised of one member ("**Director**"), who shall be appointed by Member. The overall

management of the Company shall be vested exclusively in the Board. Except as provided in Section 3.3 or as otherwise provided in this Agreement, the Member hereby specifically delegates to the Board its rights and powers to manage and control the business and affairs of the Company in accordance with the provisions of Section 18-407 of the LLC Act.

3.2 **Composition of Board; Meetings and Approval Requirements**.

(a) **Election and Removal of Directors**. Upon election by the Member, the Director shall hold office until his or her death, disability, resignation or removal at any time at the pleasure of the Member. If a vacancy occurs on the Board, the Member shall, as soon as practicable after the occurrence of such vacancy, elect a successor so that the Board remains fully constituted at all times.

(b) **Director Approval**. Any action required or permitted to be taken by the Board may be taken by the sole Director without a meeting, without prior notice and without a vote so long as a consent or consents in writing, setting forth the action so taken, is signed by the sole Director. Such consents shall be filed with the minutes of the proceedings of the Board.

3.3 **Matters Requiring Member Approval**. In addition to any other approval required by applicable law, this Agreement, or any other written agreement of the Members, and notwithstanding the provisions of Section 3.1, the following matters shall require the approval of the Member:

(a) the making of any capital contributions to the Company;

(b) amendment of this Agreement; and

(c) dissolution of the Company pursuant to Section 5.1(b).

3.4 **Officers**. From time to time, the Board shall appoint such officers ("**Officers**"), including a secretary (the "**Secretary**"), with such authority as the Board deems necessary or advisable in connection with the affairs of the Company. The Officers shall manage the day-to-day affairs of the Company and shall perform such other duties as may be delegated to them by the Board from time to time. The Board shall have the right to remove any Officer at any time with or without cause.

3.5 **Liability and Indemnification**.

(a) **Exculpation of Directors**. The Director shall not be liable, responsible or accountable in damages or otherwise to the Company or any of the

Members for any act or omission performed or omitted (i) in good faith on behalf of the Company, (ii) in a manner reasonably believed by such Director to be within the scope of the authority granted to him or her by this Agreement, and (iii) in a manner not constituting willful misconduct, fraud, or breach of fiduciary duty of loyalty.

(b) **Indemnification of Member and Director by the Company**. The Company shall, solely from assets of the Company and without recourse to the Member, indemnify, defend and hold harmless the Member and the Director (each, an "**Indemnitee**"), for any and all claims or threats thereof, expenses and liabilities or threats thereof (including, without limitation, reasonable attorneys' fees and costs of investigation and defense relating to the Company) that such party may incur by reason of being an Indemnitee (regardless of the disclosure or lack of disclosure of such status) or by virtue of taking any action pursuant to this Agreement in such capacity unless such claim, expense or liability is caused by an act or omission performed or omitted by the Indemnitee in bad faith or in a manner constituting willful misconduct, fraud, or breach of fiduciary duty of loyalty. Expenses incurred by an Indemnitee in defense or settlement of any claim that may be subject to indemnification may be advanced by the Company prior to the final disposition thereof upon (i) receipt of an undertaking by or on behalf of such Indemnitee to repay such amount to the extent that it shall be determined ultimately that such Indemnitee is not entitled to indemnification and (ii) a reasonable determination that such Indemnitee is able to repay such amounts under such circumstances, including the provision of such security or assurance of repayment as reasonably may be requested by the Board.

## ARTICLE 4

## THE MEMBERS

4.1 **Register of Members**. The Board shall cause the Secretary to prepare and maintain a register of the Members of the Company, which shall be kept with the official records of the Company at the principal place of business of the Company. The register shall record the name and mailing address of each Member, the date such Person became a Member, and the percentage of the Interests held by such Member. The initial register shall be in the form attached hereto as Schedule 1. The Secretary shall enter into the register any Person who has become a Member in accordance with the provisions of Section 4.2.

4.2 **Admission of New Members**. A new Member may be admitted to the Company at the sole discretion of the Member.

## ARTICLE 5

## DISSOLUTION AND TERMINATION

5.1 **Events of Dissolution.** The Company shall be dissolved upon the first to occur of the following:

(a) the written consent of the Member to dissolve the Company, but only on the effective date of dissolution specified by the Member in such writing at the time of such approval;

(b) entry of a decree of judicial dissolution under the LLC Act; or

(c) any other event that causes a dissolution of the Company because the LLC Act mandates dissolution upon the occurrence of such other event.

5.2 **Procedures Upon Dissolution**.

(a) **General**. If the Company dissolves, it shall commence winding up pursuant to the appropriate provisions of the LLC Act and the procedures set forth in this Section 5.2. Notwithstanding the dissolution of the Company, prior to the termination of the Company, the business of the Company shall continue to be governed by this Agreement.

(b) **Control of Winding Up**. The winding up of the Company shall be conducted under the direction of the Board (the Board in such capacity hereinafter referred to as the "**Liquidator**"); provided, however, that if the dissolution is caused by entry of a decree of judicial dissolution pursuant to Section 5.1(d), the winding up shall be carried out in accordance with such decree.

(c) **Manner of Winding Up**. The Company shall engage in no further business following dissolution other than that necessary for the orderly winding up of the business and distribution of assets. The maintenance of offices shall not be deemed a continuation of the business for purposes of this Section 5.2(c). Upon dissolution of the Company, the Liquidator shall determine the time, manner and terms of any sale or sales of Company property pursuant to such winding up, consistent with its fiduciary responsibility and having due regard to the activity and condition of the relevant market and general financial and economic conditions. Upon completion of winding up of the

Company, the Liquidator shall cause to be filed a certificate of cancellation in accordance with the LLC Act.

(d) **Application of Assets.** In the case of a dissolution of the Company, the Company's assets shall be applied as follows:

(i) **Creditors.** First, to payment of the liabilities of the Company owing to third parties (including Affiliates of the Member) and to the Member. After payment of any such known liabilities, the Liquidator shall set up such reserves as are reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company. Such reserves may be paid over by the Liquidator to an escrow holder or trustee, to be held in escrow or trust for the purpose of paying any such contingent or unforeseen liabilities or obligations, and, at the expiration of such period as the Liquidator may deem advisable, such reserves shall be distributed to the Member or its assigns in the manner set forth in Section 5.2(d)(ii) below.

(ii) **Member**. Second, to the Member.

5.3 **Termination of Company**. Upon the completion of the liquidation of the Company and the distribution of all Company assets, the Company's affairs shall terminate and the Liquidator shall cause to be executed and filed an appropriate certificate, if required, to such effect in the proper governmental office or offices, as well as any and all other documents required to effectuate the termination of the Company.

5.4 **Continuation of Company**. Notwithstanding anything to the contrary set forth in this Agreement, the Company (a) shall not dissolve upon the bankruptcy, dissolution or dissociation of the Member and (b) shall continue to exist even with no remaining members.

## ARTICLE 6

## MISCELLANEOUS PROVISIONS

6.1 **Amendment**. Except as otherwise provided herein, any amendment to this Agreement must be in writing and approved by the Member.

6.2 **Notices**. Any notice, demand, offer, or other instrument required or permitted to be given pursuant to this Agreement shall be in writing signed by the party giving such notice and shall, to the extent reasonably practicable, be sent by telecopy, and if not reasonably practicable to send by telecopy, then by hand delivery, overnight

courier, telegram or certified mail (return receipt requested), to the other parties at the addresses set forth below:

(a) If to InterGen North America LP, to it at:
1301 McKinney Street
Suite 500
Houston, TX 77010
Attention: General Counsel

(b) if to the Company, to it at:
1301 McKinney Street
Suite 500
Houston, TX 77010
Attention: General Counsel
with a copy to:

InterGen Energy, Inc.
One Bowdoin Sq.
Boston, MA 02114
Attention: General Counsel

Each party may change the place to which notice shall be sent or delivered or specify one additional address to which copies of notices may be sent, in either case by similar notice sent or delivered in like manner to the other parties. Without limiting any other means by which a party may be able to prove that a notice has been received by the other party, a notice shall be deemed to be duly received: (i) if sent by hand, overnight courier or telegram, the date when duly delivered at the address of the recipient; (ii) if sent by certified mail, the date of the return receipt; or (iii) if sent by telecopy, upon receipt by the sender of an acknowledgment or transmission report generated by the machine from which the telecopy was sent indicating that the telecopy was sent in its entirety to the recipient's telecopy number.

6.3 **Governing Law**. This Agreement shall be governed by, construed, interpreted and applied in accordance with the laws of the State of Delaware (excluding any conflict of law rules that would refer the matter to be decided to the laws of another jurisdiction).

6.4 **Binding Effect**. This Agreement shall be binding on all successors and assigns of the Member and inure to the benefit of the respective successors and permitted

assigns of the Member, except to the extent of any express contrary provision in this Agreement.

6.5 **Partial Invalidity.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and in no way shall be affected, impaired, or invalidated by reason of such holding.

6.6 **Captions.** Titles or captions of Sections or Articles contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

6.7 **No Rights in Third Parties.** The provisions of this Agreement are for the exclusive benefit of the Member and its successors and permitted assigns. This Agreement is not intended to benefit or create rights in any other Person (including any governmental Person), including (a) the Company, (b) any Person (including any governmental Person) to whom any debts, liabilities or obligations are owed by the Company, or any Member or (c) any liquidator, trustee or creditor acting on behalf of the Company. No such creditor or any other Person (including any governmental Person) shall have any rights under this Agreement, including rights with respect to enforcing the payment of capital contributions, unless specifically set forth herein or therein.

6.8 **No Title to Company Property.** All property owned by the Company, whether real, personal or mixed, and whether tangible or intangible, shall be deemed to be owned by the Company as an entity, and no Member, individually, shall have any ownership interest or title in such property except indirectly through such Member's ownership of Interests.

6.9 **Persons Not Named.** Unless named in this Agreement, or unless admitted to the Company as a member by consent of the Member, no Person shall be considered a Member. The Company and the Member need deal only with Persons so named or admitted as Members; provided, however, that any distribution by the Company to the Person shown on the Company records as a Member or its legal representative or the assignee of the right to receive Company distributions as herein provided, shall relieve the Company and the Member of all liability to any other Person who may be interested in such distribution by reason of any other assignment by the Member, bankruptcy of the Member or any other reason.

IN WITNESS WHEREOF, INTERGEN NORTH AMERICA LP , by its duly authorized officer has executed this Limited Liability Operating Agreement as of the date first above-written.

INTERGEN NORTH AMERICA LP

By: /s/ Carlos Riva
Name: Carlos Riva
Title: Chief Executive Officer

Annex A to Limited
Liability Company Operating Agreement

REGISTER OF MEMBERS
COTTONWOOD DEVELOPMENT LLC

| Name and Mailing Address of Member | Date Admitted as Member | Percentage of Interests Held |
|---|---|---|
| InterGen North America LP<br>1301 McKinney Street<br>Suite 500<br>Houston, TX 77010 | DECEMBER 28, 1999 | 100% |

**Exhibit 3.25**

**CERTIFICATE OF AMENDMENT**
**OF**
**COTTONWOOD ENERGY COMPANY L.P.**

1. The name of the limited partnership is: COTTONWOOD ENERGY COMPANY L.P.

2. The Certificate of Limited Partnership is hereby amended as follows:

The new mailing address of the sole general partner is as follows:

Cottonwood Generating Partners I LLC
Two Housion Center
909 Famin, Suite 2222
Houstonm, TX 77010

IN WITNESS WHHEROF, the undersigned has executed this Certificate of Amendment of Cottonwood Energy Company L.P. this 29 day of June, 2000.

Cottonwood Generating Partners I LLC,
sole general partner

/s/ Douglas Pedigo
Douglas Pedigo
Vice President

**CERTIFICATE OF AMENDMENT**
**OF**
**COTTONW0OD ENERGY COMPANY L.P.**

1. The name of the limited partnership is: COTTONWOOD ENERGY COMPANY L.P.

2. The Certificate of Limited Partnership is hereby amended as follows:

The new mailing address of the sole general partner is as follows:

Cottonwood Generating Partners I LLC
Two Houston Center
909 Fannin, Suite 2222
Houston, TX 77010

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of Cottonwood Energy Company L.P. this 29 day of June, 2000.

Cottonwood Generating Partners I LLC,
sole general partner

/s/ Douglas Pedigo
Douglas Pedigo
Vice President

**CERTIFICATE OF LIMITED PARTNERSHIP**

**OF**

**COTTONWOOD ENERGY COMPANY L.P.**

The undersigned, desiring to form a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Delaware Code, Chapter 17, does hereby certify as follows:

1. The name of the limited partnership is COTTONWOOD ENERGY COMPANY LP.

2. The address of the Partnership's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of the Partnership's registered agent for service of process in the State of Delaware at such address is The Corporation Trust Company.

3. The name and mailing address of the sole general partner is as follows:

Cottonwood Generating Partners I LLC
1301 McKinney Street
Suite 500
Houston, TX 77010

IN WITNESS WHEREOF, the undesigned has executed this Certificate of Limited Partnership of Cottonwood Energy Company L.P., this 1st day of March, 2000.

/s/ Doug Pedigo
Doug Pedigo
an authorized person

**Exhibit 3.26**

**FIRST AMENDMENT**

**TO THE**

**AGREEMENT OF LIMITED PARTNERSHIP**

**OF**

**COTTONWOOD ENERGY COMPANY LP**

THIS FIRST AMENDMENT (this "Amendment") to the Agreement of Limited Partnership of COTTONWOOD ENERGY COMPANY LP, a Delaware limited partnership (the "Partnership"), is made as of March , 2007 among Cottonwood Generating Partner I LLC, a Delaware limited liability company (the "General Partner"), and Cottonwood Generating Partners II LLC, a Delaware limited liability company, and Cottonwood Generating Partners III LLC, a Delaware limited liability company (collectively, the "Limited Partners").

W I T N E S S E T H

WHEREAS, the Partnership was formed on March 3, 2000, pursuant to and in accordance with the provisions of the Delaware Revised Uniform Limited Partnership Act;

WHEREAS, the General Partner and the Limited Partners are party to the Agreement of Limited Partnership, dated as of March 24, 2000 (the "Agreement"; capitalized terms used herein without definition shall have the respective meanings set forth in the Agreement); and

WHEREAS, in accordance with Section 9.2 of the Agreement, the General Partner and the Limited Partners desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the sufficiency of which is hereby acknowledged, the General Partner and the Limited Partners hereby agree as follows:

**ARTICLE I**

**AMENDMENT**

Amendment to Article 7. Article 7 of the Agreement is hereby amended by adding Section 7.3 to read in its entirety as follows:

> "7.3 **Partnership Interests are Security**. The Partners hereby acknowledge and agree that the partnership interests in the Partnership are intended to constitute a "security" for purposes of Article 8 of the Uniform Commercial Code in effect in the State of Delaware, as amended from time to time, or the comparable

provision of the Uniform Commercial Code in any other applicable state, as amended from time to time."

**ARTICLE II**

**MISCELLANEOUS**

Effectiveness of Amendment. Each of the undersigned, by its signature below, does hereby give its written consent to the amendment of the Agreement. This Amendment will become effective as of the date first written above upon receipt of signed counterparts hereof from the General Partner and each of the Limited Partners.

Ratification of Agreement. The terms, conditions and agreements set forth in the Agreement, as amended by Article I of this Amendment, are hereby ratified and confirmed and shall continue in full force and effect.

Governing Law. This Amendment shall be governed by, construed, interpreted and applied in accordance with the laws of the State of Delaware (excluding any conflict of law rules that would refer the matter to be decided to the laws of another jurisdiction).

Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

[*Remainder of page intentionally left blank.*]

IN WITNESS WHEREOF, the undersigned have duly executed this First Amendment to the Agreement of Limited Partnership of Cottonwood Energy Company LP as of the day and year first written above.

COTTONWOOD GENERATING PARTNERS I LLC

By: /s/ Jesse D. Gardner
Jesse D. Gardner
President

COTTONWOOD GENERATING PARTNERS II LLC

By: /s/ Jesse D. Gardner
Jesse D. Gardner
President

COTTONWOOD GENERATING PARTNERS III LLC

By: /s/ Jesse D. Gardner
Jesse D. Gardner
President

**AGREEMENT OF LIMITED PARTNERSHIP**

**of**

**COTTONWOOD ENERGY COMPANY LP**

**by and among**

**COTTONWOOD GENERATING PARTNERS I LLC**

**and**

**COTTONWOOD GENERATING PARTNERS II LLC**

**and**

**COTTONWOOD GENERATING PARTNERS III LLC**

**dated as of**

**March 24, 2000**

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**AGREEMENT OF LIMITED PARTNERSHIP**

**COTTONWOOD ENERGY COMPANY LP**

THIS AGREEMENT OF LIMITED PARTNERSHIP (this **"Agreement"),** made as of March 24, 2000, by and among COTTONWOOD GENERATING PARTNERS I LLC, COTTONWOOD GENERATING PARTNERS II LLC AND COTTONWOOD GENERATING PARTNERS III LLC may hereinafter be referred to individually as a **"Partner"** and collectively as the **"Partners"**.

W I T N E S S E T H :

WHEREAS, the Partners have organized Cottonwood Energy Company LP, a Delaware limited partnership (the **"Partnership"),** by filing a Certificate of Limited Partnership (the **"Certificate")** with the Secretary of State of the State of Delaware on March 3, 2000; and

WHEREAS, the Partners desire to enter into this Agreement to provide for the management of the affairs of the Partnership and the conduct of its business:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, desiring to be legally bound hereby, agree as follows:

**ARTICLE 1**

**GENERAL TERMS**

1.1 **Name.** The name of the Partnership shall be Cottonwood Energy Company LP.

1.2 **Registered Agent and Office.** The Partnership shall maintain within the State of Delaware a registered agent for service of process on the Partnership and a registered office in accordance with the provisions of the LP Act.

1.3 **Term.** The term of the Partnership began on the date of filing of the Certificate with the Secretary of State of the State of Delaware (the **"Formation Date"),** and shall continue in perpetuity, unless the Partnership is earlier dissolved in accordance with the provisions of Article 8.

1.4 **Purpose.** The purpose of the Partnership is to engage in the business (the **"Business")** of identifying, developing, acquiring, owning, financing and operating electric power generation and associated facilities and operations within the United States

and Canada and to engage in any other activities related or incidental thereto or in anticipation thereof other than (a) nuclear-powered generation facilities; (b) hydro electric generation facilities; (c) small, modular and dispersed energy systems of 50 MW or less; (d) pipeline development and (e) non-asset-based gas and power marketing and trading., and to engage in any other activities related or incidental thereto or in anticipation thereof. The Board may expand or limit the scope of such business as it deems necessary or appropriate from time to time.

1.5 **Filings**. The Board shall cause to be filed all such certificates, notices, statements or other instruments, and amendments thereto under the laws of the State of Delaware and other applicable jurisdictions as the Board may from time to time deem necessary or advisable for the operation of the Partnership.

1.6 **Definitions and Interpretation.**

(a) **Definitions**. Unless otherwise required by the context in which any capitalized term appears, or unless otherwise specifically defined elsewhere in this Agreement, capitalized terms used in this Agreement shall have the meanings set forth below.

**"Affiliate"** means, when used with reference to a specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with the Person specified. For purposes of the foregoing, "control," "controlled by" and "under common control with" with respect to any Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, partnership interests or other equity interests, or by contract or otherwise.

**"Agreement"** has the meaning set forth in the preamble to this Agreement, and includes all exhibits and schedules hereto.

**"Board"** has the meaning set forth in Section 5.1.

**"Business Day"** means any day other than a Saturday, Sunday or other day on which commercial banks in New York, New York are required or authorized by law or regulation to close.

**"Capital Account"** has the meaning set forth in Section 2.1.

**"Carrying Value"** means, with respect to any asset of the Partnership, the asset's adjusted basis as of the relevant date for U.S. Federal income tax purposes, except as follows:

(a) the initial Carrying Value of any asset contributed by a Partner to the Partnership shall be the gross fair market value of such asset;

(b) the Carrying Values of all Partnership assets (including intangible assets such as goodwill) shall be adjusted at the election of the Board to equal their respective fair market values (determined on a gross basis) as of the following times:

(i) the acquisition of an additional interest in the Partnership by any new or existing Partner in exchange for more than a *de minimis* capital contribution, within the meaning of Treasury Regulation section 1.704-l(b)(2)(iv)(f)(5)(i);

(ii) the distribution by the Partnership to a Partner of more than a *de minimis* amount of money or Partnership property as consideration for an interest in the Partnership; and

(iii) the liquidation of the Partnership within the meaning of Treasury Regulation section 1.704-1(b)(2)(iv)(f)(5)(ii); and

(c) for purposes of subsections (a) and (b) above, fair market value shall be as agreed by the Partners. If the Partners are unable to so agree, fair market value shall be determined in the manner set forth in this subsection (c), unless the Partners agree to use a different or modified procedure. Within ten (10) Business Days of the date that the Partners fail to agree on the fair market value of an asset, the Partners shall appoint an investment bank or appraiser experienced in valuing assets of the type for which fair market value is to be determined (any such investment bank or appraiser, an **"Appraiser")**. Within twenty (20) Business Days of the selection of the Appraiser, the Appraiser shall determine the fair market value of the asset and shall deliver its valuation of the asset to the Partners. The determination of fair market value by the Appraiser shall constitute the established fair market value of the asset and shall be final and binding upon the Partners; and

(d) if the Carrying Value of an asset has been determined or adjusted pursuant to subsections (a), (b) or (c) above, such Carrying Value thereafter shall be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing profits and losses and other items allocated pursuant to Article 3.

The foregoing definition of Carrying Value is intended to comply with the provisions of Treasury Regulation Section I.704-l(b)(2)(iv) and shall be interpreted and applied consistently therewith.

**"Certificate"** has the meaning set forth in the recitals of this Agreement.

**"Code"** means the Internal Revenue Code of 1986, as amended from time to time.

**"Consent"** means the prior written consent of the indicated party to the action requested, or the affirmative vote of the required parties to the extent an action is approved pursuant to Section 5.4(a) at a meeting of the Partners.

**"Depreciation"** means for each fiscal year or part thereof, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable for U.S. Federal income tax purposes with respect to an asset for such year or other period, except that if the Carrying Value of an asset differs from its adjusted basis for income tax purposes at the beginning of such year, Depreciation shall be an amount that bears the same ratio to such Carrying Value as the income tax depreciation, amortization or other cost recovery deduction for such year bears to such adjusted tax basis; provided, however, that if the income *tax* depreciation, amortization or other cost recovery deduction for such year is zero, Depreciation shall be determined with reference to such Carrying Value using any reasonable method determined by the Board.

**"Formation Date"** has the meaning set forth in Section 1.3.

**"GAAP"** means U.S. generally accepted accounting principles.

**"General Partners"** means Cottonwood Generating Partners I LLC and any other Person admitted as a general partner of the Partnership pursuant to this Agreement.

**"Indemnitee"** has the meaning set forth in Section 5.6(a).

**"Limited Partners"** means Cottonwood Generating Partners II LLC and Cottonwood Generating Partners III LLC and any other Person admitted as a limited partner of the Partnership pursuant to this Agreement.

**"Liquidator"** has the meaning set forth in Section 8.3(b).

**"LP Act"** means the Delaware Revised Uniform Limited Partnership Act, as amended from time to time; provided, however, that if any amendment to the LP Act, or any succeeding or successor law, is applicable to the Partnership only if the Partnership has elected to be governed by the LP Act as so amended or by such succeeding or successor law, as the case may be, the term "LP Act" shall refer to the LP Act as so amended or to such succeeding or successor law only after the appropriate election by the Board with the Consent of the Partners.

**"Partner"** means a General Partner or a Limited Partner, and **"Partners"** means the General Partners and the Limited Partners, together.

**"Partnership"** has the meaning set forth in the recitals of this Agreement.

**"Partnership Interest"** means the entire legal and equitable ownership interest of a Partner in the Partnership at any particular time.

**"Person"** means any individual, partnership, corporation, association, business trust, limited liability company, or other entity.

**"Sharing Ratio"** means *2% for Cottonwood Generating Partners I LLC in its capacity as a General Partner, 49% for Cottonwood Generating Partners II LLC and Cottonwood Generating Partners III LLC in their capacity as Limited Partners.*

**"Tax Matters Partner"** has the meaning set forth in Section 6.4(b).

**"Transfer"** means any sale, assignment, conveyance, encumbrance, mortgage or pledge by a Partner of all or any portion of its Partnership Interest, whether occurring voluntarily or by operation of law.

**"Treasury Regulations"** means the regulations issued by the Treasury Department pursuant to the Code.

"**U.S."** means the United States of America.

(b) **Interpretation**. Reference to a given Section, Subsection, Exhibit or Schedule is a reference to a Section, Subsection, Exhibit or Schedule of this Agreement, unless otherwise specified. The terms "hereof," "herein," "hereto," "hereunder" and "herewith" refer to this Agreement as a whole. Except where otherwise expressly provided or unless the context otherwise necessarily requires: (i) reference to a given agreement, instrument, statute or regulation is a reference to that agreement, instrument, statute or regulation as modified, amended, supplemented and restated from time to time, and, as to a statute or regulation, any successor statute or regulation, (ii) accounting terms have the meanings given to them by GAAP applied on a consistent basis by the accounting entity to which they refer, (iii) references to "dollars" or "$" shall mean the lawful currency of the U.S., (iv) reference to a Person includes its successors and permitted assigns, (v) references to any term in this Agreement when used in the singular shall have the same meanings when used in the plural and *vice versa,* (vi) the masculine shall include the feminine and neuter, and *vice versa,* and (vii) "includes" or "including" means "including, for example and without limitation."

## ARTICLE 2

## CAPITALIZATION

2.1 **Capital Accounts.**

(a) **Establishment**. A separate capital account (a **"Capital Account"**) shall be maintained for each Partner.

(b) **Capital Account Balances**. The Capital Account balance of each Partner immediately after the Formation Date shall be equal to the amount contributed to the Partnership by such Partner on or before such date pursuant to Section 2.2, and such Capital Account shall thereafter be further adjusted with respect to subsequent events as follows:

(i) increased by: (A) the aggregate amount of such Partner's cash contributions to the Partnership; (B) the Carrying Value of property contributed by such Partner to the Partnership, net of liabilities secured by such property that the Partnership is considered to assume, or take subject to, under Code section 752; and (C) profits and items of income and gain allocated to such Partner pursuant to Section 3.1; and

(ii) decreased by: (A) cash distributions to such Partner from the Partnership; (B) the Carrying Value of property distributed in kind to such Partner, net of liabilities secured by such property that such Partner is deemed to assume, or take subject to, under Code section 752; and (C) losses and items of loss or deduction allocated to such Partner pursuant to Section 3.1.

(c) **Intent to Comply with Treasury Regulations**. The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulation section 1.704-l(b), and shall be interpreted and applied in a manner consistent with such regulation. To the extent such provisions are inconsistent with such regulation or are incomplete with respect thereto, the provisions in this Agreement relating to the maintenance of Capital Accounts shall be amended (with the Consent of the Partners, which Consent shall not be unreasonably withheld) in such manner as, in the opinion of independent recognized tax counsel for the Partnership, is necessary or desirable, taking into account the economic interests of the Partners as a whole and all other relevant factors, to avoid or reduce such inconsistency or incompleteness without changing the amounts that otherwise would be distributable to any Partner pursuant to this Agreement.

2.2 **Initial Capital Contributions**. The Partners shall make such initial capital contributions to the Partnership as are agreed upon by the Partners.

2.3 **Additional Contributions**. The Partners shall make additional capital contributions to the Partnership as and when required by the Board, provided that the Board shall make capital calls of the Partners, and the Partners shall be required to make capital contributions to the Partnership, only in accordance with procedures to be established by the Partners by agreement among them from time to time. Except as set forth in the immediately preceding sentence, no Partner shall be required to make any capital contribution to the Partnership on or after the Formation Date, whether on liquidation of the Partnership, by reason of a deficit Capital Account balance, or otherwise. A Partner may, with the Consent of the Board, make additional capital

contributions to the Partnership, but no change in the Sharing Ratio of such Partner shall result from any such contribution without the Consent of all Partners.

2.4 **Loans**. Except as otherwise agreed between the Partners from time to time, no Partner shall be required or permitted to lend any money to or for the benefit of the Partnership.

2.5 **No Partnership Interest on Capital Account Balances**. No Partner shall be entitled to receive any interest on the balance in its Capital Account.

2.6 **Withdrawal**. No Partner may withdraw as a Partner of the Partnership without the Consent of each other Partner.

## ARTICLE 3

## PROFIT AND LOSS ALLOCATIONS

3.1 **Allocation of Profits and Losses**. Each item of income, gain, loss, deduction and credit of the Partnership for each fiscal year (or portion thereof) shall be allocated to the Partners in accordance with their Sharing Ratios.

3.2 **Elimination of Book/Tax Disparities**. If any Partnership property has a Carrying Value on the books of the Partnership different from its adjusted tax basis to the Partnership for U.S. Federal income tax purposes (whether by reason of the contribution of such property to the Partnership or otherwise), allocations of taxable income, gain, loss and deduction under this Article 3 with respect to such asset shall take account of any variation between the adjusted tax basis of such asset for federal income tax purposes and its Carrying Value in the same manner as under Code section 704(c) or the principles set forth in Treasury Regulations section 1.704-1 (b)(2)(iv)(g), as the case may be, using the remedial method set forth in Treasury Regulation section 1.704-3(d), unless each of the Partners otherwise agrees.

3.3 **Consistency with Allocation Rules**. Notwithstanding the terms of Section 3.1, allocations of items described therein shall be made to the Partners in the manner required by Treasury Regulations sections 1.704-l(b) and 1.704-2 in order for the

allocations described in Section 3.1 to be respected for U.S. Federal income tax purposes.

## ARTICLE 4

## DISTRIBUTIONS

4.1 **Distributions**. From time to time, as and when determined by the Board, the Partnership shall make distributions to the Partners in accordance with their Sharing Ratios from funds legally available for such purpose.

4.2 **Liquidating Distributions**. Distributions to the Partners of cash or property arising from a liquidation of the Partnership shall be made in accordance with the Capital Account balances of the Partners, as provided in Section 8.3(d)(ii).

4.3 **Other Distributions**. Except as provided in Section 4.1 or Section 4.2 or otherwise in this Agreement, no Partner shall be entitled to receive any distribution from the Partnership without the consent of all other Partners.

## ARTICLE 5

## MANAGEMENT

5.1 **Generally**. The Partnership shall have a board of directors (the **"Board"),** comprised of one to six members (each, a **"Director"**), appointed by Cottonwood Generating Partners I LLC. The number of Directors comprising the Board shall be set by the General Partners from time to time. The overall management of the Partnership shall be vested exclusively in the Board. Except as otherwise agreed by the Partners, no Partner shall have any right or authority to take any action on behalf of the Partnership or to bind or commit the Partnership with respect to third parties or otherwise. Except as provided in Section 5,3 or *as* otherwise provided in this Agreement, each Partner hereby (a) specifically delegates to the Board its rights and powers to manage and control the business and affairs of the Partnership in accordance with the provisions of Section 17- 403 of the LP Act, and (b) revokes its right to bind the Partnership, as contemplated by the provisions of Section 17-403 of the LP Act.

5.2 **Composition of Board; Meetings and Approval Requirements**.

(a) **Election and Removal of Directors.** Upon election by a General Partner, each Director shall hold office until death, disability, resignation or removal at any time at the pleasure of the General Partner that elected him or her. If a vacancy occurs on the Board, the General Partner that elected such Director shall give notice of such vacancy to the other General Partner, and as soon as practicable after the occurrence of such vacancy shall elect a successor so that the Board remains fully constituted at all times.

(b) **Meetings and Approval Requirements**.

(i) **Regular Meetings**. Regular meetings of the Board shall be held as the Board may determine and, if so determined, no notice thereof need be given. Special meetings of the Board shall be held at the written request of any Director.

(ii) **Telephonic Meetings**. Any meeting of the Board may be held by conference telephone call or through similar communications equipment by means of which all Persons participating in the meeting are able to hear each other.

Participation in a telephonic or videographic meeting held pursuant to this section shall constitute presence in person at such meeting.

(iii) **Notices**. Notices of regularly scheduled meetings of the Board shall not be required unless the time or place of a particular regular meeting is other than as set forth in the schedule of annual meetings previously approved by the Board. Notices of special meetings shall be required and shall state the place, date and hour of the meeting and the purpose or purposes for which the meeting is called. Special meetings shall be held at the address specified in the notice of such meeting or at such other place as shall be agreed by the Directors. Notice of a special meeting shall be given in writing to each Director not less than two (2) nor more than fifteen (15) days before the date of the meeting. Directors may waive in writing the requirements for notice before, at or after the special meeting involved. The presence of a Director at a meeting shall constitute waiver of notice unless said Director expressly states otherwise at the outset of such meeting.

(iv) **Quorum**. At each meeting of the Board, the presence in person or by electronic means, as the case may be, of *one (I)* Director shall be necessary to constitute a quorum for the transaction of business by the Board.

(v) **Approval Requirements**. The Board may act either through the presence of Directors voting at a meeting or by written consent without a meeting as described in clause (vi) below. In the case of actions taken at a meeting, the affirmative vote of at least one (1) Director appointed by the General Partner and present in person or by electronic means, as the case may be, and voting at a duly held meeting of the Board where a quorum is present shall be necessary for any action of the Board.

(vi) **Written Consents**. Any action required or permitted to be taken at a meeting of the Board may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, is signed by the Board. Such consents shall be filed with the minutes of the proceedings of the Board.

(c) **Compensation and Reimbursement**. Except as determined by the Board, no compensation or fees shall be paid by the Partnership to any individual for serving as a Director, nor shall any Director be entitled to reimbursement by the Partnership for expenses incurred in attending meetings of the Board.

5.3 **Partner Approval Rights**. In addition to any other approval required by applicable law, the following matters shall require the approval of each Partner:

(a) any merger or combination of the Partnership with another Person, or any reclassification, recapitalization, dissolution, liquidation or winding up of the Partnership;

(b) any issuance, sale or buyback by the Partnership of Partnership Interests, or any other similar transactions;

(c) any addition to or amendment or repeal of the Certificate or this Agreement; and

(d) approval of the procedures by which the Board shall make capital calls of the Partners.

Except as set forth in this Section 5.3, or as otherwise expressly provided in this Agreement, the Limited Partners shall have no other voting or consent rights.

5.4 **Partner Meeting and Approval Procedures**.

(a) **Meetings**. A meeting of the Partners for the purpose of acting upon any matter upon which the Partners are entitled to vote may be called by the Board at any time, and such a meeting shall be called by the Board not more than thirty (30) days after receipt of a written request therefor signed by any Partner. Meetings of the Partners shall be held at such location as from time to time shall be reasonably determined by the Board. The Board shall give written notice of any such meeting to all Partners, and such meeting shall be held not less than seven (7) days nor more than thirty (30) days after the Board sends such notice. All Partners shall be entitled to attend and participate in any such meeting, and the affirmative vote or written consent of each Partner shall be required for any action of the Partners.

(b) **Quorum; Notice; Waivers; Proxies**. The presence in person or by proxy of all of the Partners shall constitute a quorum at all meetings of the Partners. No notice of the time, place or purpose of any meeting of Partners need be given to any Partner entitled to such notice who, in writing, executes and files with the records of the meeting, either before or after the time thereof, a waiver of such notice. Any Partner who attends a meeting in person or is represented by proxy, except for a Partner attending a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business on the ground that the meeting is not lawfully called or convened, shall be deemed to have waived notice of such meeting. Each Partner may authorize any Person to act for it by proxy with respect to any matter in which such Partner is entitled to participate, including waiving notice of any meeting and voting or participating in a meeting. Every proxy must be signed by such Partner or its attorney-in-fact No proxy shall be valid after the expiration of twelve (12) months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the Partner executing it.

(c) **Written Consent to Action**. Notwithstanding the provisions of Sections 5.4(a) and 5.4(b), on any matter that is to be voted on by the Partners, the Partners may take such action without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by all



of the Partners. An original or copy of any such consent shall be inserted in the record of the proceedings of the Partners.

5.5 **Officers**. The Partnership shall have such officers **("Officers")**, with such responsibility and authority, as the Board may from time to time determine to be necessary or appropriate. Subject to the supervision of the Board, any duly appointed Officer of the Partnership granted such authority by the Board may execute contracts, agreements, certificates, instruments and other documents in the name and on behalf of the Partnership. The Board shall have the right to remove any Officer at any time with or without cause.

5.6 **Liability and Indemnification**.

(a) **Exculpation of Directors**. No Director shall be liable, responsible or accountable in damages or otherwise to the Partnership or any of the Partners for any act or omission performed or omitted (i) in good faith on behalf of the Partnership, (ii) in a manner reasonably believed by such Director to be within the scope of the authority granted to him or her by this Agreement, and (iii) in a manner not constituting willful misconduct, fraud, or breach of fiduciary duty of loyalty.

(b) **Indemnification of General Partners and Directors by the Partnership**. The Partnership shall, solely from assets of the Partnership and without recourse to any Partner, indemnify, defend and hold harmless each General and each Director, and each of their employees, agents, representatives and successors (each, an **"Indemnitee"**), for any and all claims or threats thereof, expenses and liabilities or threats thereof (including, without limitation, reasonable attorneys' fees and costs of investigation and defense relating to the Partnership) that such party may incur by reason of being an Indemnitee (regardless of the disclosure or lack of disclosure of such status) or by virtue of taking any action pursuant to this Agreement in such capacity unless such claim, expense or liability is caused by an act or omission performed or omitted by the Indemnitee in bad faith or in a manner constituting willful misconduct, fraud, or breach of fiduciary duty of loyalty. Expenses incurred by an Indemnitee in defense or settlement of any claim that may be subject to indemnification may be advanced by the Partnership prior to the final disposition thereof upon (i) receipt of an undertaking by or on behalf of such Indemnitee to repay such amount to the extent that it shall be determined ultimately that such Indemnitee is not entitled to indemnification and (ii) a reasonable determination that such Indemnitee is able to repay such amounts under such circumstances, including the provision of such security or assurance of repayment as reasonably may be requested by the Board.

(b) **Indemnification of Partnership by Each Partner**. If the Partnership is made a party to any claim, dispute or litigation or otherwise incurs any loss, liability, damage, cost or expense (i) as a result of or in connection with the obligations or liabilities of an Indemnitee that are unrelated to the Partnership's business,

or (ii) by reason of a Partner's breach of its obligations hereunder, the Indemnitee or Partner, as the case may be, shall indemnify and reimburse the Partnership for all loss, liability, damage, cost and expense incurred thereby (including reasonable attorneys' fees and expenses).

5.7 **Partnership Funds**. The funds of the Partnership shall be deposited in such bank account or accounts identified to the Partnership, or invested in such interest-bearing or non-interest-bearing investments identified to the Partnership, as shall be designated by the Board in its sole discretion. All withdrawals from any such bank accounts shall be made by the Board or the duly authorized agent or agents of the Board. Partnership funds shall not be commingled with those of the Partners or any other Person.

## ARTICLE 6

## ACCOUNTING AND RECORDS; TAX MATTERS

6.1 **Fiscal Year.** Unless otherwise determined by the Board, the fiscal year of the Partnership shall be the calendar year.

6.2 **Method of Accounting.** Unless otherwise determined by the Board, the books of account and reports of the Partnership shall be maintained or prepared, as the case may be, in accordance with GAAP; provided, however, that for purposes of making allocations and distributions hereunder (including, without limitation, distributions in liquidation of the Partnership in accordance with Capital Account balances as required by Section 8.3(d)(2), shall be determined in accordance with U.S. Federal income tax accounting principles utilizing the accrual method of accounting, with the adjustments required by Treasury Regulation section 1.704-1 (b) to properly maintain Capital Accounts. Each Partner acknowledges that the Capital Account balances of the Partners for the purposes described in the preceding sentence are not computed in accordance with GAAP.

6.3 **Books and Records and Inspection**.

(a) **Books of Account and Records**. Proper and complete records and books of account of the Partnership, including all such transactions and other matters as are usually entered into records and books of account maintained by Persons engaged in businesses of like character or as are required under applicable law, shall be maintained by the Partnership. The Partnership also shall keep at its principal place of business all records relating to the Partnership required by the LP Act and any other applicable laws to be kept at such office.

(b) **Inspection**. All records and books of account described in subsection (a) above shall be open to inspection and copying by any Partner or its

accredited representatives at any reasonable time during normal business hours and at such Partner's expense.

6.4 **Tax Matters**.

(a) **Partnership Tax Status**. The Partners intend that the Partnership shall be treated as a partnership for U.S. Federal, state and local income tax purposes and hereby agree, and authorize the Partnership and the Tax Matters Partner to take such actions (including the making of, or refraining from making, any relevant elections) to perfect such status. The Partners further intend that the provisions of sections 6221-6234 of the Code shall apply to the Partnership and intend that, if the circumstances so require, an election under section 6231(a)(l)(B)(ii) of the Code shall be made. The Board shall have authority to amend or supplement the provisions of this Section 6.4 from time to time, as it sees fit.

(b) **Tax Matters Partner**. With respect to U.S. Federal income tax matters, Cottonwood Generating Partners I LLC shall be the "tax matters partner" (the **"Tax Matters Partner"**) within the meaning of section 6231 (a)(7) of the Code and shall act in any similar capacity under state, local, foreign or provincial tax law; provided, however, that Cottonwood Generating Partners I LLC shall not have the authority to take any non-ministerial actions, including any determinations regarding tax elections, tax reporting, withholding tax obligations and tax controversies (e.g., tax audits, extension of statutes of limitations, administrative and judicial proceedings and the filing of amended tax returns or refund claims), without the approval of each General Partner Tax Representative. Each General Partner shall designate a representative (each, a **"General Partner Tax Representative"),** who shall consult with each other and with the Tax Matters Partner on taxation matters, and provide approvals to the Tax Matters Partner and the Partnership.

## ARTICLE 7

## THE PARTNERS

7.1 **Admission of New Partners**. Except as the Partners may otherwise agree from time to time, a new Partner may be admitted to the Partnership only with the Consent of each other Partner.

7.2 **Transfers of Partnership Interests**. Except as the Partners may otherwise agree from time to time, a Partner may not Transfer all or any part of its Partnership Interest without the Consent of each other Partner, which Consent may be withheld in the sole discretion of each such other Partner.

## ARTICLE 8

## DISSOLUTION AND TERMINATION

8.1 **No Termination**. Except as expressly provided in this Agreement, no Partner shall or shall seek to dissolve, terminate or liquidate the Partnership, and no Partner shall petition a court for the partition, dissolution, termination or liquidation of the Partnership, or its property. Each of the Partners hereby irrevocably waives any and all rights that it may have to maintain an action to partition Partnership property or to compel any sale or transfer thereof.

8.2 **Events of Dissolution**. The Partnership shall be dissolved upon the first to occur of the following:

(a) the unanimous Consent of the Partners to dissolve the Partnership, but only on the effective date of dissolution specified by such Partners at the time of such approval;

(b) entry of a decree of judicial dissolution under the LP Act; or

(c) any other event that causes a dissolution of the Partnership because the LP Act mandates dissolution upon the occurrence of such other event, notwithstanding any agreement among the Partners to the contrary.

8.3 **Procedures Upon Dissolution**.

(a) **General.** If the Partnership dissolves, it shall commence winding up pursuant to the appropriate provisions of the LP Act and the procedures set forth in this Section 8.3. Notwithstanding the dissolution of the Partnership, prior to the termination of the Partnership, the business of the Partnership and the affairs of the Partners, as such, shall continue to be governed by this Agreement.

(b) **Control of Winding Up**. The winding up of the Partnership shall be conducted under the direction of the Board (the Board in such capacity hereinafter referred to as the **"Liquidator");** provided, however, that any Partner who caused the dissolution of the Partnership in contravention of this Agreement shall not participate in the control of the winding up of the Partnership and provided further, that if the dissolution is caused by entry of a decree of judicial dissolution pursuant to Section 8.2(b), the winding up shall be carried out in accordance with such decree.

(c) **Manner** of **Winding Up**. The Partnership shall engage in no further business following dissolution other than that necessary for the orderly winding up of the business and distribution of assets. The maintenance of offices shall not be deemed a continuation of the business for purposes of this Section 8.3(c). Upon

dissolution of the Partnership, the Liquidator shall (i) cause to be filed a certificate of cancellation in accordance with the LP Act, and (ii) determine the time, manner and terms of any sale or sales of Partnership property pursuant to such winding up, consistent with its fiduciary responsibility and having due regard to the activity and condition of the relevant market and general financial and economic conditions.

(d) **Application of Assets**. In the case of a dissolution of the Partnership, the Partnership's assets shall be applied as follows:

(i) **Creditors**. First, to payment of the liabilities of the Partnership owing to third parties (including Affiliates of the Partners) and to Partners. After payment of any such known liabilities, the Liquidator shall set up such reserves as are reasonably necessary for any contingent or unforeseen liabilities or obligations of the Partnership. Such reserves may be paid over by the Liquidator to an escrow holder or trustee, to be held in escrow or trust for the purpose of paying any such contingent or unforeseen liabilities or obligations, and, at the expiration of such period as the Liquidator may deem advisable, such reserves shall be distributed to the Partners or then-assigns in the manner set forth in Section 8.3(d)(ii) below.

(ii) **Partners**. Second, to the Partners in accordance with the balances in their Capital Accounts, after as applicable, all allocations of profits or losses and other items pursuant to Article 3, provided that if there are insufficient assets available to pay to each Partner the positive balance in such Partner's Capital Account, the available assets shall be distributed to the Partners with positive Capital Accounts in proportion to their respective positive Capital Account balances. All distributions pursuant to this Section 8.3(d)(ii) shall be made no later than the end of the Partnership taxable year during which the liquidation of the Partnership occurs (or, if later, within ninety (90) days after the date of such liquidation).

8.4 **Termination of Partnership**. Upon the completion of the liquidation of the Partnership and the distribution of all Partnership assets, the Partnership's affairs shall terminate and the Board shall cause to be executed and filed an appropriate certificate, if required, to such effect in the proper governmental office or offices, as well as any and all other documents required to effectuate the termination of the Partnership.

## ARTICLE 9

## MISCELLANEOUS PROVISIONS

9.1 **Disclaimer of Agency**. This Agreement does not create any relationship beyond the scope set forth herein, and except as otherwise expressly provided herein, this Agreement shall not constitute any of the Partners or the Partnership the legal representative or agent of any other, nor shall any Partner or the Partnership have the

right or authority to assume, create or incur any liability or obligation, express or implied, against, in the name of or on behalf of any other Partner or the Partnership.

9.2 **Amendment**. Except for an amendment reflecting the withdrawal of a Partner from the Partnership in accordance with the terms of this Agreement, or as provided otherwise herein, any amendment to this Agreement must be in writing and approved by each Partner.

9.3 **Notices**. Any notice, demand, offer, or other instrument required or permitted to be given pursuant to this Agreement shall be in writing signed by the party giving such notice and shall, to the extent reasonably practicable, be sent by telecopy, and if not reasonably practicable to send by telecopy, then by hand delivery, overnight courier, telegram or certified mail (return receipt requested), to the other parties at the addresses set forth below:

(a) If to Cottonwood Generating Partners I LLC, to it at:

c/o InterGen North America LP
Two Houston Center
909 Fannin, Suite 2222
Houston, TX 77010

Attention: Legal Department
Facisimile: 713-374-3901

(b) if to Cottonwood Generating Partners II LLC, to it at:

Two Houston Center
909 Fannin, Suite 2222
Houston, TX 77010

Attention: Legal Department
Facisimile: 713-374-3901

(c) if to Cottonwood Generating Partners III LLC, to it at:

Two Houston Center
909 Fannin, Suite 2222
Houston, TX 77010

Attention: Legal Department
Facisimile: 713-374-3901

Each party may change the place to which notice shall be sent or delivered or specify one additional address to which copies of notices may be sent, in either case by similar notice sent or delivered in like manner to the other parties. Without limiting any other means by which a party may be able to prove that a notice has been received by the other party, a notice shall be deemed to be duly received: (i) if sent by hand, overnight courier or telegram, the date when duly delivered at the address of the recipient; (ii) if sent by certified mail, the date of the return receipt; or (iii) if sent by telecopy, upon receipt by the sender of an acknowledgment or transmission report generated by the machine from which the telecopy was sent indicating that the telecopy was sent in its entirety to the recipient's telecopy number.

9.4 **Consequential Damages**. Notwithstanding any provision in this Agreement to the contrary, no Partner or any Affiliate thereof shall be liable to any other Partner or the Partnership or to their respective Affiliates under this Agreement for consequential, incidental, special, indirect or punitive damages of any nature, including lost profits or revenues, the cost of capital or lost business opportunity. The Partners intend that the waivers and disclaimers of liability, releases from liability, and limitations and apportionments of liability expressed herein shall apply, whether in contract or in tort, even in the event of the application of strict liability or in the event of the fault or negligence (in whole or in part) of or breach of contract by a Partner or its Affiliate released or whose liability is waived, disclaimed, limited, apportioned or fixed, and shall extend to such Partner's Affiliates and its and their constituent partners, shareholders, directors, officers, employees, representatives and agents. The Partners also intend and agree that such provisions shall continue in full force and effect notwithstanding the termination, suspension, cancellation or rescission of this Agreement, or the dissolution and termination of the Partnership.

9.5 **Counterparts**. The Partners may execute this Agreement in two or more counterparts, which shall, in the aggregate, be signed by all the Partners, and each counterpart shall be deemed an original instrument as against any Partner who has signed it.

9.6 **Governing Law**. This Agreement shall be governed by, construed, interpreted and applied in accordance with the laws of the State of Delaware (excluding any conflict of law rules that would refer the matter to be decided to the laws of another jurisdiction).

9.7 **Binding Effect**. This Agreement shall be binding on all successors and assigns of the Partners and inure to the benefit of the respective successors and permitted assigns of the Partners, except to the extent of any express contrary provision in this Agreement.

9.8 **Partial Invalidity**. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or

unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and in no way shall be affected, impaired, or invalidated by reason of such holding.

9.9 **Captions**. Titles or captions of Sections or Articles contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

9.10 **No Rights in Third Parties**. The provisions of this Agreement are for the exclusive benefit of the Partners and their respective successors and permitted assigns. This Agreement is not intended to benefit or create rights in any other Person (including any governmental Person), including (a) the Partnership, (b) any Person (including any governmental Person) to whom any debts, liabilities or obligations are owed by the Partnership or any Partner or (c) any liquidator, trustee or creditor acting on behalf of the Partnership. No such creditor or any other Person (including any governmental Person) shall have any rights under this Agreement (or any other Agreement to which the Partners are parties), including rights with respect to enforcing the payment of capital contributions, unless specifically set forth herein or therein.

9.11 **No Title to Partnership Property**. All property owned by the Partnership, whether real, personal or mixed, and whether tangible or intangible, shall be deemed to be owned by the Partnership as an entity, and no Partner, individually, shall have any ownership interest or title in such property except indirectly through such Partner's ownership of Partnership Interests.

9.12 **Further Assurances; Additional Documents**. Each Partner shall, and shall use its reasonable efforts to cause its Affiliates to, take such further actions as are reasonably requested by any other Partner, including the execution and delivery of documents, as are necessary or expedient to carry out the intent of this Agreement. Without limiting the generality of the foregoing, each party hereto agrees to execute, with acknowledgment or affidavit, if required or deemed appropriate, any and all documents and writings that may be necessary or expedient in connection with the creation of the Partnership and the achievement of its purposes, specifically including (i) such certificates and other documents as the Board deems necessary or appropriate to form, qualify or continue the Partnership as a limited partnership in all jurisdictions in which the Partnership conducts or plans to conduct business and (ii) all such agreements, certificates, tax statements, tax returns and other documents as may be required of the Partnership or its Partners by the laws of the U.S. or any state or province in which the Partnership conducts or plans to conduct business, or any political subdivision or agency thereof.

9.13 **Persons Not Named**. Unless named in this Agreement, or unless admitted to the Partnership as a Partner by Consent of the Partners, no Person shall be considered a Partner. The Partnership and the Partners need deal only with Persons so

named or admitted as Partners; provided, however, that any distribution by the Partnership to the Person shown on the Partnership records as a Partner or its legal representative or the assignee of the right to receive Partnership distributions as herein provided, shall relieve the Partnership and the Partner of all liability to any other Person who may be interested in such distribution by reason of any other assignment by the Partner, bankruptcy of the Partner or any other reason.

Remainder of the page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized officers or directors, have executed this Agreement of Limited Partnership as of the date first above-written.

THE GENERAL PARTNER:

COTTONWOOD GENERATING PARTNERS I LLC

By: /s/ Carlos Riva
Name: Carlos Riva
Title: Director & CEO

THE LIMITED PARTNERS:

COTTONWOOD GENERATING PARTNERS II LLC

By: /s/ Carlos Riva
Name: Carlos Riva
Title: Director & CEO

COTTOKWOOD GENERATING PARTNERS III LLC

By: /s/ Carlos Riva
Name: Carlos Riva
Title: Director and CEO

**Exhibit 3.27**

**CERTIFICATE OF FORMATION**

**OF**

**COTTONWOOD GENERATING PARTNERS I LLC**

1. The name of the limited liability company is COTTONWOOD GENERATING PARTNERS I LLC.

2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Cottonwood Generating Partners I LLC, this 1st day of March, 2000.

/s/ Douglas Pedigo
Douglas Pedigo,
an authorized person

**CERTIFICATE OF FORMATION**

**OF**

**COTTONWOOD GENERATING PARTNERS I LLC**

1. The name of the limited liability company is COTTONWOOD GENERATING PARTNERS I LLC.

2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Cottonwood Generating Partners I LLC, this 1st day of March, 2000.

/s/ Douglas Pedigo
Douglas Pedigo,
an authorized person

**Exhibit 3.28**

**COTTONWOOD GENERATING PARTNERS I LLC**

**FIRST AMENDMENT TO THE LIMITED LIABILITY COMPANY OPERATING AGREEMENT**

FIRST AMENDMENT TO THE LIMITED LIABILITY COMPANY OPERATING AGREEMENT, dated May 25, 2004 (the "First Amendment"), by Cottonwood Development LLC (the "Member").

RECITALS

1. WHEREAS, the Member has entered into a Limited Liability Company Operating Agreement, dated March 24, 2000 (the "Operating Agreement"), with respect to Cottonwood Generating Partners I LLC, a Delaware limited liability company (the "Company"), and

2. WHEREAS, the Member desires to amend the Operating Agreement as set forth in this First Amendment.

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, the Member hereby agrees as follows:

AGREEMENTS

1. Section 3.1 of the Operating Agreement is hereby deleted in its entirety and substituted with the following:

   3.1 Generally. The Company shall have a board of directors (the "Board"), comprised of one to six members (each, a "Director"), whom shall be appointed by the Member. The overall management of the Company shall be vested exclusively in the Board. Except as provided in Section 3.3 or as otherwise provided in this Agreement, the Member hereby specifically delegates to the Board its rights and powers to manage and control the business and affairs of the Company in accordance with the provisions of Section 18-407 of the LLC Act.

2. Except as modified herein, the Operating Agreement is hereby ratified in its entirety.

3. This First Amendment may be executed in one or more counterparts, which, together will constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned, being the sole Member has executed this Amendment of the Limited Liability Operating Agreement as of the date first written above.

COTTONWOOD DEVELOPMENT LLC

/s/ Susan Gonzalez
By: Susan Gonzalez
Its: Vice President

**LIMITED LIABILITY COMPANY**
**OPERATING AGREEMENT**

**OF**

**COTTONWOOD GENERATING PARTNERS I LLC**

**dated as of**

**March 24, 2000**

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**LIMITED LIABILITY COMPANY**
**OPERATING AGREEMENT**

**OF**

**COTTONWOOD GENERATING PARTNERS I LLC**

COTTONWOOD DEVELOPMENT LLC, the sole member of COTTONWOOD GENERATING PARTNERS I LLC (the "**Company**"), hereby executes and delivers this Limited Liability Company Agreement ("**Agreement**") as of March 24, 2000. All capitalized terms used but not otherwise defined herein shall have the meanings set forth in Section 1.8.

## ARTICLE 1

## GENERAL TERMS

1.1 **Limited Liability Company and Disregarded for Tax Purposes**. The Company has been formed as a limited liability company under the LLC Act for the purposes, and subject to the other provisions, set forth herein. The Company shall be disregarded as an entity separate from the Member solely for federal and state tax purposes to the maximum extent permitted by law.

1.2 **Filing of Certificate**. The Member caused a certificate of formation (the "**Certificate**") to be executed and filed with the office of the Delaware Secretary of State in accordance with the LLC Act on March 3, 2000.

1.3 **Name**. The name of the Company shall be COTTONWOOD GENERATING PARTNERS I LLC.

1.4 **Registered Agent and Office**. The Company shall maintain within the State of Delaware a registered agent for service of process on the Company and a registered office in accordance with the provisions of LLC Act.

1.5 **Term**. The term of the Company began on the date of filing of the Certificate with the Secretary of State of the State of Delaware (the **"Formation Date"**), and shall continue in perpetuity, unless the Company is earlier dissolved in accordance with the provisions of Article 5.

1.6 **Purpose**. The purpose of the Company is to engage in the business (the "**Business**") of identifying, developing, acquiring, owning, financing and operating

electric power generation and associated facilities and operations within the United States and Canada and to engage in any other activities related or incidental thereto or in anticipation thereof other than (a) nuclear-powered generation facilities; (b) hydroelectric generation facilities; (c) small, modular and dispersed energy systems of 50 MW or less; (d) pipeline development and (e) non-asset-based gas and power marketing and trading. The Board may expand or limit the scope of the Business, as it deems necessary or appropriate from time to time.

1.7 **Filings**. The Board shall cause to be filed all such certificates, notices, statements or other instruments, and amendments thereto under the laws of the State of Delaware and other applicable jurisdictions as the Board may from time to time deem necessary or advisable for the operation of the Company.

1.8 **Definitions and Interpretation**.

(a) **Definitions**. Unless otherwise required by the context in which any capitalized term appears, or unless otherwise specifically defined elsewhere in this Agreement, capitalized terms used in this Agreement shall have the meanings set forth below.

"**Affiliate**" means, when used with reference to a specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with the Person specified. For purposes of the foregoing, "control," "controlled by" and "under common control with" with respect to any Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, partnership interests or other equity interests, or by contract or otherwise.

"**Agreement**" has the meaning set forth in the preamble to this Agreement, and includes all schedules hereto.

"**Board**" has the meaning set forth in Section 3.1.

"**Certificate**" has the meaning set forth in Section 1.2.

"**Company**" has the meaning set forth in the preamble to this Agreement.

"**Director**" has the meaning set forth in Section 3.1.

"**Formation Date**" has the meaning set forth in Section 1.5.

"**GAAP**" means U.S. generally accepted accounting principles.

"**Indemnitee**" has the meaning set forth in Section 3.5(b).

"**Interest**" means the entire legal and equitable ownership interest of a Member in the Company at any particular time.

"**Liquidator**" has the meaning set forth in Section 5.2(b).

"**LLC Act**" means the Delaware Limited Liability Company Act, as amended from time to time; provided, however, that if any amendment to the LLC Act, or any succeeding or successor law, is applicable to the Company only if the Company has elected to be governed by the LLC Act as so amended or by such succeeding or successor law, as the case may be, the term "LLC Act" shall refer to the LLC Act as so amended or to such succeeding or successor law only after the appropriate election by the Board with the Consent of the Members.

"**Member**" means COTTONWOOD DEVELOPMENT LLC and any other Person admitted as a member of the Company pursuant to this Agreement, so long as COTTONWOOD DEVELOPMENT LLC or such Person, as the case may be, has not ceased to be a member of the Company hereunder.

"**Officers**" has the meaning set forth in Section 3.4(a).

"**Person**" means any individual, partnership, corporation, association, business trust, limited liability company, or other entity.

"**Transfer**" means any sale, assignment, conveyance, encumbrance, mortgage or pledge by a Member of all or any portion of its Interest, whether occurring voluntarily or by operation of law.

"**U.S.**" means the United States of America.

(b) **Interpretation**. Reference to a given Section or Schedule is a reference to a Section or Schedule of this Agreement, unless otherwise specified. The terms "hereof," "herein," "hereto," "hereunder" and "herewith" refer to this Agreement as a whole. Except where otherwise expressly provided or unless the context otherwise necessarily requires: (i) reference to a given agreement, instrument, statute or regulation is a reference to that agreement, instrument, statute or regulation as modified, amended, supplemented and restated from time to time, and, as to a statute or regulation, any successor statute or regulation, (ii) accounting terms have the meanings given to them by GAAP applied on a consistent basis by the accounting entity to which they refer,



(iii) references to "dollars" or "$" shall mean the lawful currency of the U.S., (iv) reference to a Person includes its successors and permitted assigns, (v) references to any term in this Agreement when used in the singular shall have the same meanings when used in the plural and *vice versa,* (vi) the masculine shall include the feminine and neuter, and *vice versa,* and (vii) "includes" or "including" means "including, for example and without limitation."

## ARTICLE 2

## ECONOMIC PROVISIONS

2.1 **Contributions**. The Member shall make capital contributions to the Company as and when required by the Board, but only with the consent of the Member. Except as set forth in the immediately preceding sentence, the Member shall not be required to make any capital contribution to the Company, whether on liquidation of the Company or otherwise.

2.2 **Loans**. The Member shall not be required to lend any money to or for the benefit of the Company without the Member's consent.

2.3 **Allocation of Profits and Losses**. For each fiscal year of the Company, each item of income, gain, deduction and credit of the Company shall be allocated entirely to the Member, and treated, solely for tax purposes, as though earned directly by the Member.

2.4 **Distributions**. All distributions of cash or property by the Company shall be made entirely to the Member at such times as the Board determines in its sole discretion.

2.5 **Fiscal Year**. Unless otherwise determined by the Board, the fiscal year of the Company shall be the calendar year.

## ARTICLE 3

## MANAGEMENT

3.1 **Generally**. The Company shall have a board of directors (the "**Board**"), comprised of one member ("**Director**")**,** who shall be appointed by Member . The overall

management of the Company shall be vested exclusively in the Board. Except as provided in Section 3.3 or as otherwise provided in this Agreement, the Member hereby specifically delegates to the Board its rights and powers to manage and control the business and affairs of the Company in accordance with the provisions of Section 18-407 of the LLC Act.

3.2 **Composition of Board; Meetings and Approval Requirements**.

(a) **Election and Removal of Directors**. Upon election by the Member, the Director shall hold office until his or her death, disability, resignation or removal at any time at the pleasure of the Member. If a vacancy occurs on the Board, the Member shall, as soon as practicable after the occurrence of such vacancy, elect a successor so that the Board remains fully constituted at all times.

(b) **Director Approval**. Any action required or permitted to be taken by the Board may be taken by the sole Director without a meeting, without prior notice and without a vote so long as a consent or consents in writing, setting forth the action so taken, is signed by the sole Director. Such consents shall be filed with the minutes of the proceedings of the Board.

3.3 **Matters Requiring Member Approval**. In addition to any other approval required by applicable law, this Agreement, or any other written agreement of the Members, and notwithstanding the provisions of Section 3.1, the following matters shall require the approval of the Member:

(a) the making of any capital contributions to the Company;

(b) amendment of this Agreement; and

(c) dissolution of the Company pursuant to Section 5.1(b).

3.4 **Officers**. From time to time, the Board shall appoint such officers ("**Officers**"), including a secretary (the "**Secretary**"), with such authority as the Board deems necessary or advisable in connection with the affairs of the Company. The Officers shall manage the day-to-day affairs of the Company and shall perform such other duties as may be delegated to them by the Board from time to time. The Board shall have the right to remove any Officer at any time with or without cause.

3.5 **Liability and Indemnification**.

(a) **Exculpation of Directors**. The Director shall not be liable, responsible or accountable in damages or otherwise to the Company or any of the

Members for any act or omission performed or omitted (i) in good faith on behalf of the Company, (ii) in a manner reasonably believed by such Director to be within the scope of the authority granted to him or her by this Agreement, and (iii) in a manner not constituting willful misconduct, fraud, or breach of fiduciary duty of loyalty.

(b) **Indemnification of Member and Director by the Company**. The Company shall, solely from assets of the Company and without recourse to the Member, indemnify, defend and hold harmless the Member and the Director (each, an "**Indemnitee**"), for any and all claims or threats thereof, expenses and liabilities or threats thereof (including, without limitation, reasonable attorneys' fees and costs of investigation and defense relating to the Company) that such party may incur by reason of being an Indemnitee (regardless of the disclosure or lack of disclosure of such status) or by virtue of taking any action pursuant to this Agreement in such capacity unless such claim, expense or liability is caused by an act or omission performed or omitted by the Indemnitee in bad faith or in a manner constituting willful misconduct, fraud, or breach of fiduciary duty of loyalty. Expenses incurred by an Indemnitee in defense or settlement of any claim that may be subject to indemnification may be advanced by the Company prior to the final disposition thereof upon (i) receipt of an undertaking by or on behalf of such Indemnitee to repay such amount to the extent that it shall be determined ultimately that such Indemnitee is not entitled to indemnification and (ii) a reasonable determination that such Indemnitee is able to repay such amounts under such circumstances, including the provision of such security or assurance of repayment as reasonably may be requested by the Board.

## ARTICLE 4

## THE MEMBERS

4.1 **Register of Members**. The Board shall cause the Secretary to prepare and maintain a register of the Members of the Company, which shall be kept with the official records of the Company at the principal place of business of the Company. The register shall record the name and mailing address of each Member, the date such Person became a Member, and the percentage of the Interests held by such Member. The initial register shall be in the form attached hereto as Schedule 1. The Secretary shall enter into the register any Person who has become a Member in accordance with the provisions of Section 4.2.

4.2 **Admission of New Members**. A new Member may be admitted to the Company at the sole discretion of the Member.

**ARTICLE 5**

**DISSOLUTION AND TERMINATION**

5.1 **Events of Dissolution**. The Company shall be dissolved upon the first to occur of the following:

(a) the written consent of the Member to dissolve the Company, but only on the effective date of dissolution specified by the Member in such writing at the time of such approval;

(b) entry of a decree of judicial dissolution under the LLC Act; or

(c) any other event that causes a dissolution of the Company because the LLC Act mandates dissolution upon the occurrence of such other event.

5.2 **Procedures Upon Dissolution**.

(a) **General**. If the Company dissolves, it shall commence winding up pursuant to the appropriate provisions of the LLC Act and the procedures set forth in this Section 5.2. Notwithstanding the dissolution of the Company, prior to the termination of the Company, the business of the Company shall continue to be governed by this Agreement.

(b) **Control of Winding Up**. The winding up of the Company shall be conducted under the direction of the Board (the Board in such capacity hereinafter referred to as the "**Liquidator**"); provided, however, that if the dissolution is caused by entry of a decree of judicial dissolution pursuant to Section 5.1(d), the winding up shall be carried out in accordance with such decree.

(c) **Manner of Winding Up**. The Company shall engage in no further business following dissolution other than that necessary for the orderly winding up of the business and distribution of assets. The maintenance of offices shall not be deemed a continuation of the business for purposes of this Section 5.2(c). Upon dissolution of the Company, the Liquidator shall determine the time, manner and terms of any sale or sales of Company property pursuant to such winding up, consistent with its fiduciary responsibility and having due regard to the activity and condition of the relevant market and general financial and economic conditions. Upon completion of winding up of the

Company, the Liquidator shall cause to be filed a certificate of cancellation in accordance with the LLC Act.

(d) **Application of Assets**. In the case of a dissolution of the Company, the Company's assets shall be applied as follows:

(i) **Creditors**. First, to payment of the liabilities of the Company owing to third parties (including Affiliates of the Member) and to the Member. After payment of any such known liabilities, the Liquidator shall set up such reserves as are reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company. Such reserves may be paid over by the Liquidator to an escrow holder or trustee, to be held in escrow or trust for the purpose of paying any such contingent or unforeseen liabilities or obligations, and, at the expiration of such period as the Liquidator may deem advisable, such reserves shall be distributed to the Member or its assigns in the manner set forth in Section 5.2(d)(ii) below.

(ii) **Member**. Second, to the Member.

5.3 **Termination of Company**. Upon the completion of the liquidation of the Company and the distribution of all Company assets, the Company's affairs shall terminate and the Liquidator shall cause to be executed and filed an appropriate certificate, if required, to such effect in the proper governmental office or offices, as well as any and all other documents required to effectuate the termination of the Company.

5.4 **Continuation of Company**. Notwithstanding anything to the contrary set forth in this Agreement, the Company (a) shall not dissolve upon the bankruptcy, dissolution or dissociation of the Member and (b) shall continue to exist even with no remaining members.

## ARTICLE 6

## MISCELLANEOUS PROVISIONS

6.1 **Amendment**. Except as otherwise provided herein, any amendment to this Agreement must be in writing and approved by the Member.

6.2 **Notices**. Any notice, demand, offer, or other instrument required or permitted to be given pursuant to this Agreement shall be in writing signed by the party giving such notice and shall, to the extent reasonably practicable, be sent by telecopy, and if not reasonably practicable to send by telecopy, then by hand delivery, overnight

courier, telegram or certified mail (return receipt requested), to the other parties at the addresses set forth below:

(a) If to Cottonwood Development LLC, to it at:
1301 McKinney Street
Suite 500
Houston, TX 77010
Attention: General Counsel

(b) if to the Company, to it at:
1301 McKinney Street
Suite 500
Houston, TX 77010
Attention: General Counsel
with a copy to:

InterGen Energy, Inc.
One Bowdoin Sq.
Boston, MA 02114
Attention: General Counsel

Each party may change the place to which notice shall be sent or delivered or specify one additional address to which copies of notices may be sent, in either case by similar notice sent or delivered in like manner to the other parties. Without limiting any other means by which a party may be able to prove that a notice has been received by the other party, a notice shall be deemed to be duly received: (i) if sent by hand, overnight courier or telegram, the date when duly delivered at the address of the recipient; (ii) if sent by certified mail, the date of the return receipt; or (iii) if sent by telecopy, upon receipt by the sender of an acknowledgment or transmission report generated by the machine from which the telecopy was sent indicating that the telecopy was sent in its entirety to the recipient's telecopy number.

6.3 **Governing Law**. This Agreement shall be governed by, construed, interpreted and applied in accordance with the laws of the State of Delaware (excluding any conflict of law rules that would refer the matter to be decided to the laws of another jurisdiction).

6.4 **Binding Effect**. This Agreement shall be binding on all successors and assigns of the Member and inure to the benefit of the respective successors and permitted

assigns of the Member, except to the extent of any express contrary provision in this Agreement.

6.5 **Partial Invalidity**. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and in no way shall be affected, impaired, or invalidated by reason of such holding.

6.6 **Captions**. Titles or captions of Sections or Articles contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

6.7 **No Rights in Third Parties**. The provisions of this Agreement are for the exclusive benefit of the Member and its successors and permitted assigns. This Agreement is not intended to benefit or create rights in any other Person (including any governmental Person), including (a) the Company, (b) any Person (including any governmental Person) to whom any debts, liabilities or obligations are owed by the Company, or any Member or (c) any liquidator, trustee or creditor acting on behalf of the Company. No such creditor or any other Person (including any governmental Person) shall have any rights under this Agreement, including rights with respect to enforcing the payment of capital contributions, unless specifically set forth herein or therein.

6.8 **No Title to Company Property**. All property owned by the Company, whether real, personal or mixed, and whether tangible or intangible, shall be deemed to be owned by the Company as an entity, and no Member, individually, shall have any ownership interest or title in such property except indirectly through such Member's ownership of Interests.

6.9 **Persons Not Named**. Unless named in this Agreement, or unless admitted to the Company as a member by consent of the Member, no Person shall be considered a Member. The Company and the Member need deal only with Persons so named or admitted as Members; provided, however, that any distribution by the Company to the Person shown on the Company records as a Member or its legal representative or the assignee of the right to receive Company distributions as herein provided, shall relieve the Company and the Member of all liability to any other Person who may be interested in such distribution by reason of any other assignment by the Member, bankruptcy of the Member or any other reason.

IN WITNESS WHEREOF, COTTONWOOD DEVELOPMENT LLC , by its duly authorized officer has executed this Limited Liability Operating Agreement as of the date first above-written.

COTTONWOOD DEVELOPMENT LLC

By: /s/ Carlos A. Liva
Name: Carlos A. Liva
Title: Director

Annex A to Limited
Liability Company Operating Agreement

REGISTER OF MEMBERS
COTTONWOOD DEVELOPMENT LLC

| Name and Mailing Address of Member | Date Admitted as Member | Percentage of Interests Held |
|---|---|---|
| Cottonwood Development LLC<br>1301 McKinney Street<br>Suite 500<br>Houston, TX 77010 | , 2000 | 100% |

**Exhibit 3.29**

**CERTIFICATE OF FORMATION**

**OF**

**COTTONWOOD GENERATING PARTNERS II LLC**

1. The name of the limited liability company is COTTONWOOD GENERATING PARTNERS II LLC.

2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Cottonwood Generating Partners II LLC, this 1st day of March, 2000.

/s/ Douglas Pedigo
Douglas Pedigo,
an authorized person

**CERTIFICATE OF FORMATION**

**OF**

**COTTONWOOD GENERATING PARTNERS II LLC**

1. The name of the limited liability company is COTTONWOOD GENERATING PARTNERS II LLC.

2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Cottonwood Generating Partners II LLC, this 1st day of March, 2000.

/s/ Douglas Pedigo
Douglas Pedigo,
an authorized person

**Exhibit 3.30**

# LIMITED LIABILITY COMPANY OPERATING AGREEMENT

**OF**

**COTTONWOOD GENERATING PARTNERS II LLC**

**dated as of**

March 24, 2000

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**LIMITED LIABILITY COMPANY**
**OPERATING AGREEMENT**

**OF**

**COTTONWOOD GENERATING PARTNERS II LLC**

COTTONWOOD DEVELOPMENT LLC, the sole member of COTTONWOOD GENERATING PARTNERS II LLC (the "**Company**"), hereby executes and delivers this Limited Liability Company Agreement ("**Agreement**") as of March 24, 2000. All capitalized terms used but not otherwise defined herein shall have the meanings set forth in Section 1.8.

## ARTICLE 1

## GENERAL TERMS

1.1 **Limited Liability Company and Disregarded for Tax Purposes**. The Company has been formed as a limited liability company under the LLC Act for the purposes, and subject to the other provisions, set forth herein. The Company shall be disregarded as an entity separate from the Member solely for federal and state tax purposes to the maximum extent permitted by law.

1.2 **Filing of Certificate**. The Member caused a certificate of formation (the "**Certificate**") to be executed and filed with the office of the Delaware Secretary of State in accordance with the LLC Act on March 3, 2000.

1.3 **Name**. The name of the Company shall be COTTONWOOD GENERATING PARTNERS II LLC.

1.4 **Registered Agent and Office**. The Company shall maintain within the State of Delaware a registered agent for service of process on the Company and a registered office in accordance with the provisions of LLC Act.

1.5 **Term**. The term of the Company began on the date of filing of the Certificate with the Secretary of State of the State of Delaware (the "**Formation Date**"), and shall continue in perpetuity, unless the Company is earlier dissolved in accordance with the provisions of Article 5.

1.6 **Purpose**. The purpose of the Company is to engage in the business (the "**Business**") of identifying, developing, acquiring, owning, financing and operating

electric power generation and associated facilities and operations within the United States and Canada and to engage in any other activities related or incidental thereto or in anticipation thereof other than (a) nuclear-powered generation facilities; (b) hydroelectric generation facilities; (c) small, modular and dispersed energy systems of 50 MW or less; (d) pipeline development and (e) non-asset-based gas and power marketing and trading. The Board may expand or limit the scope of the Business, as it deems necessary or appropriate from time to time.

1.7 **Filings**. The Board shall cause to be filed all such certificates, notices, statements or other instruments, and amendments thereto under the laws of the State of Delaware and other applicable jurisdictions as the Board may from time to time deem necessary or advisable for the operation of the Company.

1.8 **Definitions and Interpretation**.

(a) **Definitions**. Unless otherwise required by the context in which any capitalized term appears, or unless otherwise specifically defined elsewhere in this Agreement, capitalized terms used in this Agreement shall have the meanings set forth below.

"**Affiliate**" means, when used with reference to a specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with the Person specified. For purposes of the foregoing, "control," "controlled by" and "under common control with" with respect to any Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, partnership interests or other equity interests, or by contract or otherwise.

"**Agreement**" has the meaning set forth in the preamble to this Agreement, and includes all schedules hereto.

"**Board**" has the meaning set forth in Section 3.1.

"**Certificate**" has the meaning set forth in Section 1.2.

"**Company**" has the meaning set forth in the preamble to this Agreement.

"**Director**" has the meaning set forth in Section 3.1.

"**Formation Date**" has the meaning set forth in Section 1.5.

"**GAAP**" means U.S. generally accepted accounting principles.

"**Indemnitee**" has the meaning set forth in Section 3.5(b).

"**Interest**" means the entire legal and equitable ownership interest of a Member in the Company at any particular time.

"**Liquidator**" has the meaning set forth in Section 5.2(b).

"**LLC Act**" means the Delaware Limited Liability Company Act, as amended from time to time; provided, however, that if any amendment to the LLC Act, or any succeeding or successor law, is applicable to the Company only if the Company has elected to be governed by the LLC Act as so amended or by such succeeding or successor law, as the case may be, the term "LLC Act" shall refer to the LLC Act as so amended or to such succeeding or successor law only after the appropriate election by the Board with the Consent of the Members.

"**Member**" means COTTONWOOD DEVELOPMENT LLC and any other Person admitted as a member of the Company pursuant to this Agreement, so long as COTTONWOOD DEVELOPMENT LLC or such Person, as the case may be, has not ceased to be a member of the Company hereunder.

"**Officers**" has the meaning set forth in Section 3.4(a).

"**Person**" means any individual, partnership, corporation, association, business trust, limited liability company, or other entity.

"**Transfer**" means any sale, assignment, conveyance, encumbrance, mortgage or pledge by a Member of all or any portion of its Interest, whether occurring voluntarily or by operation of law.

"**U.S.**" means the United States of America.

(b) **Interpretation**. Reference to a given Section or Schedule is a reference to a Section or Schedule of this Agreement, unless otherwise specified. The terms "hereof," "herein," "hereto," "hereunder" and "herewith" refer to this Agreement as a whole. Except where otherwise expressly provided or unless the context otherwise necessarily requires: (i) reference to a given agreement, instrument, statute or regulation is a reference to that agreement, instrument, statute or regulation as modified, amended, supplemented and restated from time to time, and, as to a statute or regulation, any successor statute or regulation, (ii) accounting terms have the meanings given to them by GAAP applied on a consistent basis by the accounting entity to which they refer,

(iii) references to "dollars" or "$" shall mean the lawful currency of the U.S., (iv) reference to a Person includes its successors and permitted assigns, (v) references to any term in this Agreement when used in the singular shall have the same meanings when used in the plural and *vice versa,* (vi) the masculine shall include the feminine and neuter, and *vice versa,* and (vii) "includes" or "including" means "including, for example and without limitation."

**ARTICLE 2**

**ECONOMIC PROVISIONS**

2.1 **Contributions**. The Member shall make capital contributions to the Company as and when required by the Board, but only with the consent of the Member. Except as set forth in the immediately preceding sentence, the Member shall not be required to make any capital contribution to the Company, whether on liquidation of the Company or otherwise.

2.2 **Loans**. The Member shall not be required to lend any money to or for the benefit of the Company without the Member's consent.

2.3 **Allocation of Profits and Losses**. For each fiscal year of the Company, each item of income, gain, deduction and credit of the Company shall be allocated entirely to the Member, and treated, solely for tax purposes, as though earned directly by the Member.

2.4 **Distributions**. All distributions of cash or property by the Company shall be made entirely to the Member at such times as the Board determines in its sole discretion.

2.5 **Fiscal Year**. Unless otherwise determined by the Board, the fiscal year of the Company shall be the calendar year.

**ARTICLE 3**

**MANAGEMENT**

3.1 **Generally**. The Company shall have a board of directors (the "**Board**"), comprised of one member ("**Director**"), who shall be appointed by Member . The overall

management of the Company shall be vested exclusively in the Board. Except as provided in Section 3.3 or as otherwise provided in this Agreement, the Member hereby specifically delegates to the Board its rights and powers to manage and control the business and affairs of the Company in accordance with the provisions of Section 18-407 of the LLC Act.

3.2 **Composition of Board; Meetings and Approval Requirements**.

(a) **Election and Removal of Directors**. Upon election by the Member, the Director shall hold office until his or her death, disability, resignation or removal at any time at the pleasure of the Member. If a vacancy occurs on the Board, the Member shall, as soon as practicable after the occurrence of such vacancy, elect a successor so that the Board remains fully constituted at all times.

(b) **Director Approval**. Any action required or permitted to be taken by the Board may be taken by the sole Director without a meeting, without prior notice and without a vote so long as a consent or consents in writing, setting forth the action so taken, is signed by the sole Director. Such consents shall be filed with the minutes of the proceedings of the Board.

3.3 **Matters Requiring Member Approval**. In addition to any other approval required by applicable law, this Agreement, or any other written agreement of the Members, and notwithstanding the provisions of Section 3.1, the following matters shall require the approval of the Member:

(a) the making of any capital contributions to the Company;

(b) amendment of this Agreement; and

(c) dissolution of the Company pursuant to Section 5.1 (b).

3.4 **Officers**. From time to time, the Board shall appoint such officers ("**Officers**"), including a secretary (the "**Secretary**"), with such authority as the Board deems necessary or advisable in connection with the affairs of the Company. The Officers shall manage the day-to-day affairs of the Company and shall perform such other duties as may be delegated to them by the Board from time to time. The Board shall have the right to remove any Officer at any time with or without cause.

3.5 **Liability and Indemnification**.

(a) **Exculpation of Directors**. The Director shall not be liable, responsible or accountable in damages or otherwise to the Company or any of the

Members for any act or omission performed or omitted (i) in good faith on behalf of the Company, (ii) in a manner reasonably believed by such Director to be within the scope of the authority granted to him or her by this Agreement, and (iii) in a manner not constituting willful misconduct, fraud, or breach of fiduciary duty of loyalty.

(b) **Indemnification of Member and Director by the Company**. The Company shall, solely from assets of the Company and without recourse to the Member, indemnify, defend and hold harmless the Member and the Director (each, an "**Indemnitee**"), for any and all claims or threats thereof, expenses and liabilities or threats thereof (including, without limitation, reasonable attorneys' fees and costs of investigation and defense relating to the Company) that such party may incur by reason of being an Indemnitee (regardless of the disclosure or lack of disclosure of such status) or by virtue of taking any action pursuant to this Agreement in such capacity unless such claim, expense or liability is caused by an act or omission performed or omitted by the Indemnitee in bad faith or in a manner constituting willful misconduct, fraud, or breach of fiduciary duty of loyalty. Expenses incurred by an Indemnitee in defense or settlement of any claim that may be subject to indemnification may be advanced by the Company prior to the final disposition thereof upon (i) receipt of an undertaking by or on behalf of such Indemnitee to repay such amount to the extent that it shall be determined ultimately that such Indemnitee is not entitled to indemnification and (ii) a reasonable determination that such Indemnitee is able to repay such amounts under such circumstances, including the provision of such security or assurance of repayment as reasonably may be requested by the Board.

## ARTICLE 4

## THE MEMBERS

4.1 **Register of Members**. The Board shall cause the Secretary to prepare and maintain a register of the Members of the Company, which shall be kept with the official records of the Company at the principal place of business of the Company. The register shall record the name and mailing address of each Member, the date such Person became a Member, and the percentage of the Interests held by such Member. The initial register shall be in the form attached hereto as Schedule 1. The Secretary shall enter into the register any Person who has become a Member in accordance with the provisions of Section 4.2.

4.2 **Admission of New Members**. A new Member may be admitted to the Company at the sole discretion of the Member.

**ARTICLE 5**

**DISSOLUTION AND TERMINATION**

5.1 **Events of Dissolution.** The Company shall be dissolved upon the first to occur of the following:

(a) the written consent of the Member to dissolve the Company, but only on the effective date of dissolution specified by the Member in such writing at the time of such approval;

(b) entry of a decree of judicial dissolution under the LLC Act; or

(c) any other event that causes a dissolution of the Company because the LLC Act mandates dissolution upon the occurrence of such other event.

5.2 **Procedures Upon Dissolution.**

(a) **General**. If the Company dissolves, it shall commence winding up pursuant to the appropriate provisions of the LLC Act and the procedures set forth in this Section 5.2. Notwithstanding the dissolution of the Company, prior to the termination of the Company, the business of the Company shall continue to be governed by this Agreement.

(b) **Control of Winding Up**. The winding up of the Company shall be conducted under the direction of the Board (the Board in such capacity hereinafter referred to as the "**Liquidator**"); provided, however, that if the dissolution is caused by entry of a decree of judicial dissolution pursuant to Section 5.1(d), the winding up shall be carried out in accordance with such decree.

(c) **Manner of Winding Up**. The Company shall engage in no further business following dissolution other than that necessary for the orderly winding up of the business and distribution of assets. The maintenance of offices shall not be deemed a continuation of the business for purposes of this Section 5.2(c). Upon dissolution of the Company, the Liquidator shall determine the time, manner and terms of any sale or sales of Company property pursuant to such winding up, consistent with its fiduciary responsibility and having due regard to the activity and condition of the relevant market and general financial and economic conditions. Upon completion of winding up of the

Company, the Liquidator shall cause to be filed a certificate of cancellation in accordance with the LLC Act.

(d) **Application of Assets**. In the case of a dissolution of the Company, the Company's assets shall be applied as follows:

(i) **Creditors**. First, to payment of the liabilities of the Company owing to third parties (including Affiliates of the Member) and to the Member. After payment of any such known liabilities, the Liquidator shall set up such reserves as are reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company. Such reserves may be paid over by the Liquidator to an escrow holder or trustee, to be held in escrow or trust for the purpose of paying any such contingent or unforeseen liabilities or obligations, and, at the expiration of such period as the Liquidator may deem advisable, such reserves shall be distributed to the Member or its assigns in the manner set forth in Section 5.2(d)(ii) below.

(ii) **Member**. Second, to the Member.

5.3 **Termination of Company**. Upon the completion of the liquidation of the Company and the distribution of all Company assets, the Company's affairs shall terminate and the Liquidator shall cause to be executed and filed an appropriate certificate, if required, to such effect in the proper governmental office or offices, as well as any and all other documents required to effectuate the termination of the Company.

5.4 **Continuation of Company**. Notwithstanding anything to the contrary set forth in this Agreement, the Company (a) shall not dissolve upon the bankruptcy, dissolution or dissociation of the Member and (b) shall continue to exist even with no remaining members.

## ARTICLE 6

## MISCELLANEOUS PROVISIONS

6.1 **Amendment**. Except as otherwise provided herein, any amendment to this Agreement must be in writing and approved by the Member.

6.2 **Notices**. Any notice, demand, offer, or other instrument required or permitted to be given pursuant to this Agreement shall be in writing signed by the party giving such notice and shall, to the extent reasonably practicable, be sent by telecopy, and if not reasonably practicable to send by telecopy, then by hand delivery, overnight

courier, telegram or certified mail (return receipt requested), to the other parties at the addresses set forth below:

(a) If to Cottonwood Development LLC, to it at:
1301 McKinney Street
Suite 500
Houston, TX 77010
Attention: General Counsel

(b) if to the Company, to it at:
1301 McKinney Street
Suite 500
Houston, TX 77010
Attention: General Counsel
with a copy to:

InterGen Energy, Inc.
One Bowdoin Sq.
Boston, MA 02114
Attention: General Counsel

Each party may change the place to which notice shall be sent or delivered or specify one additional address to which copies of notices may be sent, in either case by similar notice sent or delivered in like manner to the other parties. Without limiting any other means by which a party may be able to prove that a notice has been received by the other party, a notice shall be deemed to be duly received: (i) if sent by hand, overnight courier or telegram, the date when duly delivered at the address of the recipient; (ii) if sent by certified mail, the date of the return receipt; or (iii) if sent by telecopy, upon receipt by the sender of an acknowledgment or transmission report generated by the machine from which the telecopy was sent indicating that the telecopy was sent in its entirety to the recipient's telecopy number.

6.3 **Governing Law**. This Agreement shall be governed by, construed, interpreted and applied in accordance with the laws of the State of Delaware (excluding any conflict of law rules that would refer the matter to be decided to the laws of another jurisdiction).

6.4 **Binding Effect**. This Agreement shall be binding on all successors and assigns of the Member and inure to the benefit of the respective successors and permitted

assigns of the Member, except to the extent of any express contrary provision in this Agreement.

6.5 **Partial Invalidity**. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and in no way shall be affected, impaired, or invalidated by reason of such holding.

6.6 **Captions**. Titles or captions of Sections or Articles contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

6.7 **No Rights in Third Parties**. The provisions of this Agreement are for the exclusive benefit of the Member and its successors and permitted assigns. This Agreement is not intended to benefit or create rights in any other Person (including any governmental Person), including (a) the Company, (b) any Person (including any governmental Person) to whom any debts, liabilities or obligations are owed by the Company, or any Member or (c) any liquidator, trustee or creditor acting on behalf of the Company. No such creditor or any other Person (including any governmental Person) shall have any rights under this Agreement, including rights with respect to enforcing the payment of capital contributions, unless specifically set forth herein or therein.

6.8 **No Title to Company Property**. All property owned by the Company, whether real, personal or mixed, and whether tangible or intangible, shall be deemed to be owned by the Company as an entity, and no Member, individually, shall have any ownership interest or title in such property except indirectly through such Member's ownership of Interests.

6.9 **Persons Not Named**. Unless named in this Agreement, or unless admitted to the Company as a member by consent of the Member, no Person shall be considered a Member. The Company and the Member need deal only with Persons so named or admitted as Members; provided, however, that any distribution by the Company to the Person shown on the Company records as a Member or its legal representative or the assignee of the right to receive Company distributions as herein provided, shall relieve the Company and the Member of all liability to any other Person who may be interested in such distribution by reason of any other assignment by the Member, bankruptcy of the Member or any other reason.

IN WITNESS WHEREOF, COTTONWOOD DEVELOPMENT LLC , by its duly authorized officer has executed this Limited Liability Operating Agreement as of the date first above-written.

COTTONWOOD DEVELOPMENT LLC

By: /s/ Carlos A. Riva
Name: Carlos A. Riva
Title: Director

Annex A to Limited
Liability Company Operating Agreement

REGISTER OF MEMBERS
COTTONWOOD DEVELOPMENT LLC

| Name and Mailing Address of Member | Date Admitted as Member | Percentage of Interests Held |
|---|---|---|
| Cottonwood Development LLC<br>1301 McKinney Street<br>Suite 500<br>Houston, TX 77010 | , 2000 | 100% |

**Cottonwood Generating Partners II LLC**

RESOLUTION IN WRITING

The undersigned, being the sole Director of Cottonwood Generating Partners II LLC, a limited liability company organized under the laws of Delaware (the "**Company**"), acting in accordance with the limited liability company operating agreement of the Company and the provisions of the Delaware Limited Liability Company Act, does hereby consent to the adoption of the following resolutions by unanimous written consent and to the taking of the actions described herein.

WHEREAS, Cottonwood Development LLC ("**Cottonwood**") directly owns 100% of the membership interests in the Company; and

WHEREAS, the Company wishes to call for Cottonwood, as the sole member of the Company, to make capital contributions to the Company in the amount of $124,066,406.00, comprised of an intercompany receivable owed to Cottonwood from Cottonwood Energy Company LP (the "**Contributions**").

NOW, THEREFORE, BE IT RESOLVED, that it is in the Company's best commercial interests for Cottonwood to make the Contributions to the Company and that the Company should approve such Contributions;

FURTHER RESOLVED, that the Company, and any director or officer (each, an "**Authorized Signatory**") on its behalf, be, and it hereby is, singly authorized and empowered to do and perform all such acts and things, and to sign all such documents (under hand or seal or as deeds as required) and certificates, perform or direct necessary filings, and take all such other steps as may be necessary or advisable or convenient or proper in the judgment of any such Authorized Signatory to carry out the intent of these resolutions and consummate the transactions contemplated thereby, the approval of any such document, certificate or filing to be conclusively evidenced by the execution thereof by any such Authorized Signatory; and

FURTHER RESOLVED, that any and all action heretofore taken by the Company, or any Authorized Signatory on behalf of the Company, with respect to the matters referred to in the foregoing resolutions be, and the same hereby are, approved, ratified and confirmed in all respects.

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**Exhibit 3.31**

**CERTIFICATE OF FORMATION**

**OF**

**COTTONWOOD GENERATING PARTNERS III LLC**

1. The name of the limited liability company is COTTONWOOD GENERATING PARTNERS III LLC.

2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Cottonwood Generating Partners III LLC, this 1st day of March, 2000.

/s/ Douglas Pedigo

Douglas Pedigo,
an authorized person

**Exhibit 3.32**

# LIMITED LIABILITY COMPANY OPERATING AGREEMENT

**OF**

**COTTONWOOD GENERATING PARTNERS III LLC**

**dated as of**

**March 24, 2000**

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TABLE OF CONTENTS, cont'd

**LIMITED LIABILITY COMPANY**
**OPERATING AGREEMENT**

**OF**

**COTTONWOOD GENERATING PARTNERS III LLC**

COTTONWOOD DEVELOPMENT LLC, the sole member of COTTONWOOD GENERATING PARTNERS III LLC (the "**Company**"), hereby executes and delivers this Limited Liability Company Agreement ("**Agreement**") as of March 24, 2000. All capitalized terms used but not otherwise defined herein shall have the meanings set forth in Section 1.8.

## ARTICLE 1

## GENERAL TERMS

1.1 **Limited Liability Company and Disregarded for Tax Purposes**. The Company has been formed as a limited liability company under the LLC Act for the purposes, and subject to the other provisions, set forth herein. The Company shall be disregarded as an entity separate from the Member solely for federal and state tax purposes to the maximum extent permitted by law.

1.2 **Filing of Certificate**. The Member caused a certificate of formation (the "**Certificate**") to be executed and filed with the office of the Delaware Secretary of State in accordance with the LLC Act on March 3, 2000.

1.3 **Name**. The name of the Company shall be COTTONWOOD GENERATING PARTNERS III LLC.

1.4 **Registered Agent and Office**. The Company shall maintain within the State of Delaware a registered agent for service of process on the Company and a registered office in accordance with the provisions of LLC Act.

1.5 **Term**. The term of the Company began on the date of filing of the Certificate with the Secretary of State of the State of Delaware (the "**Formation Date**"), and shall continue in perpetuity, unless the Company is earlier dissolved in accordance with the provisions of Article 5.

1.6 **Purpose**. The purpose of the Company is to engage in the business (the "**Business**") of identifying, developing, acquiring, owning, financing and operating

electric power generation and associated facilities and operations within the United States and Canada and to engage in any other activities related or incidental thereto or in anticipation thereof other than (a) nuclear-powered generation facilities; (b) hydroelectric generation facilities; (c) small, modular and dispersed energy systems of 50 MW or less; (d) pipeline development and (e) non-asset-based gas and power marketing and trading. The Board may expand or limit the scope of the Business, as it deems necessary or appropriate from time to time.

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1.8 **Definitions and Interpretation**.

(a) **Definitions**. Unless otherwise required by the context in which any capitalized term appears, or unless otherwise specifically defined elsewhere in this Agreement, capitalized terms used in this Agreement shall have the meanings set forth below.

"**Affiliate**" means, when used with reference to a specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with the Person specified. For purposes of the foregoing, "control," "controlled by" and "under common control with" with respect to any Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, partnership interests or other equity interests, or by contract or otherwise.

"**Agreement**" has the meaning set forth in the preamble to this Agreement, and includes all schedules hereto.

"**Board**" has the meaning set forth in Section 3.1.

"**Certificate**" has the meaning set forth in Section 1.2.

"**Company**" has the meaning set forth in the preamble to this Agreement.

"**Director**" has the meaning set forth in Section 3.1.

"**Formation Date**" has the meaning set forth in Section 1.5.

"**GAAP**" means U.S. generally accepted accounting principles.

"**Indemnitee**" has the meaning set forth in Section 3.5(b).

"**Interest**" means the entire legal and equitable ownership interest of a Member in the Company at any particular time.

"**Liquidator**" has the meaning set forth in Section 5.2(b).

"**LLC Act**" means the Delaware Limited Liability Company Act, as amended from time to time; provided, however, that if any amendment to the LLC Act, or any succeeding or successor law, is applicable to the Company only if the Company has elected to be governed by the LLC Act as so amended or by such succeeding or successor law, as the case may be, the term "LLC Act" shall refer to the LLC Act as so amended or to such succeeding or successor law only after the appropriate election by the Board with the Consent of the Members.

"**Member**" means COTTONWOOD DEVELOPMENT LLC and any other Person admitted as a member of the Company pursuant to this Agreement, so long as COTTONWOOD DEVELOPMENT LLC or such Person, as the case may be, has not ceased to be a member of the Company hereunder.

"**Officers**" has the meaning set forth in Section 3.4(a).

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"**Transfer**" means any sale, assignment, conveyance, encumbrance, mortgage or pledge by a Member of all or any portion of its Interest, whether occurring voluntarily or by operation of law.

**"U.S.**" means the United States of America.

(b) **Interpretation**. Reference to a given Section or Schedule is a reference to a Section or Schedule of this Agreement, unless otherwise specified. The terms "hereof," "herein," "hereto," "hereunder" and "herewith" refer to this Agreement as a whole. Except where otherwise expressly provided or unless the context otherwise necessarily requires: (i) reference to a given agreement, instrument, statute or regulation is a reference to that agreement, instrument, statute or regulation as modified, amended, supplemented and restated from time to time, and, as to a statute or regulation, any successor statute or regulation, (ii) accounting terms have the meanings given to them by GAAP applied on a consistent basis by the accounting entity to which they refer,

(iii) references to "dollars" or "$" shall mean the lawful currency of the U.S., (iv) reference to a Person includes its successors and permitted assigns, (v) references to any term in this Agreement when used in the singular shall have the same meanings when used in the plural and *vice versa*, (vi) the masculine shall include the feminine and neuter, and *vice versa*, and (vii) "includes" or "including" means "including, for example and without limitation."

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**ECONOMIC PROVISIONS**

2.1 **Contributions**. The Member shall make capital contributions to the Company as and when required by the Board, but only with the consent of the Member. Except as set forth in the immediately preceding sentence, the Member shall not be required to make any capital contribution to the Company, whether on liquidation of the Company or otherwise.

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3.1 **Generally**. The Company shall have a board of directors (the "**Board**"), comprised of one member ("**Director**"), who shall be appointed by Member .The overall

management of the Company shall be vested exclusively in the Board. Except as provided in Section 3.3 or as otherwise provided in this Agreement, the Member hereby specifically delegates to the Board its rights and powers to manage and control the business and affairs of the Company in accordance with the provisions of Section 18-407 of the LLC Act.

3.2 **Composition of Board; Meetings and Approval Requirements**.

(a) **Election and Removal of Directors**. Upon election by the Member, the Director shall hold office until his or her death, disability, resignation or removal at any time at the pleasure of the Member. If a vacancy occurs on the Board, the Member shall, as soon as practicable after the occurrence of such vacancy, elect a successor so that the Board remains fully constituted at all times.

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3.3 **Matters Requiring Member Approval**. In addition to any other approval required by applicable law, this Agreement, or any other written agreement of the Members, and notwithstanding the provisions of Section 3.1, the following matters shall require the approval of the Member:

(a) the making of any capital contributions to the Company;

(b) amendment of this Agreement; and

(c) dissolution of the Company pursuant to Section 5.1 (b).

3.4 **Officers**. From time to time, the Board shall appoint such officers ("**Officers**"), including a secretary (the "**Secretary**"), with such authority as the Board deems necessary or advisable in connection with the affairs of the Company. The Officers shall manage the day-to-day affairs of the Company and shall perform such other duties as may be delegated to them by the Board from time to time. The Board shall have the right to remove any Officer at any time with or without cause.

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(a) **Exculpation of Directors**. The Director shall not be liable, responsible or accountable in damages or otherwise to the Company or any of the

Members for any act or omission performed or omitted (i) in good faith on behalf of the Company, (ii) in a manner reasonably believed by such Director to be within the scope of the authority granted to him or her by this Agreement, and (iii) in a manner not constituting willful misconduct, fraud, or breach of fiduciary duty of loyalty.

(b) **Indemnification of Member and Director by the Company**. The Company shall, solely from assets of the Company and without recourse to the Member, indemnify, defend and hold harmless the Member and the Director (each, an "**Indemnitee**"), for any and all claims or threats thereof, expenses and liabilities or threats thereof (including, without limitation, reasonable attorneys' fees and costs of investigation and defense relating to the Company) that such party may incur by reason of being an Indemnitee (regardless of the disclosure or lack of disclosure of such status) or by virtue of taking any action pursuant to this Agreement in such capacity unless such claim, expense or liability is caused by an act or omission performed or omitted by the Indemnitee in bad faith or in a manner constituting willful misconduct, fraud, or breach of fiduciary duty of loyalty. Expenses incurred by an Indemnitee in defense or settlement of any claim that may be subject to indemnification may be advanced by the Company prior to the final disposition thereof upon (i) receipt of an undertaking by or on behalf of such Indemnitee to repay such amount to the extent that it shall be determined ultimately that such Indemnitee is not entitled to indemnification and (ii) a reasonable determination that such Indemnitee is able to repay such amounts under such circumstances, including the provision of such security or assurance of repayment as reasonably may be requested by the Board.

## ARTICLE 4

## THE MEMBERS

4.1 **Register of Members**. The Board shall cause the Secretary to prepare and maintain a register of the Members of the Company, which shall be kept with the official records of the Company at the principal place of business of the Company. The register shall record the name and mailing address of each Member, the date such Person became a Member, and the percentage of the Interests held by such Member. The initial register shall be in the form attached hereto as Schedule 1. The Secretary shall enter into the register any Person who has become a Member in accordance with the provisions of Section 4.2.

4.2 **Admission of New Members**. A new Member may be admitted to the Company at the sole discretion of the Member.

**ARTICLE 5**

**DISSOLUTION AND TERMINATION**

5.1 **Events of Dissolution**. The Company shall be dissolved upon the first to occur of the following:

(a) the written consent of the Member to dissolve the Company, but only on the effective date of dissolution specified by the Member in such writing at the time of such approval;

(b) entry of a decree of judicial dissolution under the LLC Act; or

(c) any other event that causes a dissolution of the Company because the LLC Act mandates dissolution upon the occurrence of such other event.

5.2 **Procedures Upon Dissolution**.

(a) **General**. If the Company dissolves, it shall commence winding up pursuant to the appropriate provisions of the LLC Act and the procedures set forth in this Section 5.2. Notwithstanding the dissolution of the Company, prior to the termination of the Company, the business of the Company shall continue to be governed by this Agreement.

(b) **Control of Winding Up**. The winding up of the Company shall be conducted under the direction of the Board (the Board in such capacity hereinafter referred to as the "**Liquidator**"); provided, however, that if the dissolution is caused by entry of a decree of judicial dissolution pursuant to Section 5.1(d), the winding up shall be carried out in accordance with such decree.

(c) **Manner of Winding Up**. The Company shall engage in no further business following dissolution other than that necessary for the orderly winding up of the business and distribution of assets. The maintenance of offices shall not be deemed a continuation of the business for purposes of this Section 5.2(c). Upon dissolution of the Company, the Liquidator shall determine the time, manner and terms of any sale or sales of Company property pursuant to such winding up, consistent with its fiduciary responsibility and having due regard to the activity and condition of the relevant market and general financial and economic conditions. Upon completion of winding up of the

Company, the Liquidator shall cause to be filed a certificate of cancellation in accordance with the LLC Act.

(d) **Application of Assets**. In the case of a dissolution of the Company, the Company's assets shall be applied as follows:

(i) **Creditors**. First, to payment of the liabilities of the Company owing to third parties (including Affiliates of the Member) and to the Member. After payment of any such known liabilities, the Liquidator shall set up such reserves as are reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company. Such reserves may be paid over by the Liquidator to an escrow holder or trustee, to be held in escrow or trust for the purpose of paying any such contingent or unforeseen liabilities or obligations, and, at the expiration of such period as the Liquidator may deem advisable, such reserves shall be distributed to the Member or its assigns in the manner set forth in Section 5.2(d)(ii) below.

(ii) **Member**. Second, to the Member.

5.3 **Termination of Company**. Upon the completion of the liquidation of the Company and the distribution of all Company assets, the Company's affairs shall terminate and the Liquidator shall cause to be executed and filed an appropriate certificate, if required, to such effect in the proper governmental office or offices, as well as any and all other documents required to effectuate the termination of the Company.

5.4 **Continuation of Company**. Notwithstanding anything to the contrary set forth in this Agreement, the Company (a) shall not dissolve upon the bankruptcy, dissolution or dissociation of the Member and (b) shall continue to exist even with no remaining members.

## ARTICLE 6

## MISCELLANEOUS PROVISIONS

6.1 **Amendment**. Except as otherwise provided herein, any amendment to this Agreement must be in writing and approved by the Member.

6.2 **Notices**. Any notice, demand, offer, or other instrument required or permitted to be given pursuant to this Agreement shall be in writing signed by the party giving such notice and shall, to the extent reasonably practicable, be sent by telecopy, and if not reasonably practicable to send by telecopy, then by hand delivery, overnight

courier, telegram or certified mail (return receipt requested), to the other parties at the addresses set forth below:

(a) If to Cottonwood Development LLC, to it at:
1301 McKinney Street
Suite 500
Houston, TX 77010
Attention: General Counsel

(b) if to the Company, to it at:
1301 McKinney Street
Suite 500
Houston, TX 77010
Attention: General Counsel
with a copy to:

InterGen Energy, Inc.
One Bowdoin Sq.
Boston, MA 02114
Attention: General Counsel

Each party may change the place to which notice shall be sent or delivered or specify one additional address to which copies of notices may be sent, in either case by similar notice sent or delivered in like manner to the other parties. Without limiting any other means by which a party may be able to prove that a notice has been received by the other party, a notice shall be deemed to be duly received: (i) if sent by hand, overnight courier or telegram, the date when duly delivered at the address of the recipient; (ii) if sent by certified mail, the date of the return receipt; or (iii) if sent by telecopy, upon receipt by the sender of an acknowledgment or transmission report generated by the machine from which the telecopy was sent indicating that the telecopy was sent in its entirety to the recipient's telecopy number.

6.3 **Governing Law**. This Agreement shall be governed by, construed, interpreted and applied in accordance with the laws of the State of Delaware (excluding any conflict of law rules that would refer the matter to be decided to the laws of another jurisdiction).

6.4 **Binding Effect**. This Agreement shall be binding on all successors and assigns of the Member and inure to the benefit of the respective successors and permitted

assigns of the Member, except to the extent of any express contrary provision in this Agreement.

6.5 **Partial Invalidity**. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and in no way shall be affected, impaired, or invalidated by reason of such holding.

6.6 **Captions**. Titles or captions of Sections or Articles contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof

6.7 **No Rights in Third Parties**. The provisions of this Agreement are for the exclusive benefit of the Member and its successors and permitted assigns. This Agreement is not intended to benefit or create rights in any other Person (including any governmental Person), including (a) the Company, (b) any Person (including any governmental Person) to whom any debts, liabilities or obligations are owed by the Company, or any Member or (c) any liquidator, trustee or creditor acting on behalf of the Company. No such creditor or any other Person (including any governmental Person) shall have any rights under this Agreement, including rights with respect to enforcing the payment of capital contributions, unless specifically set forth herein or therein.

6.8 **No Title to Company Property**. All property owned by the Company, whether real, personal or mixed, and whether tangible or intangible, shall be deemed to be owned by the Company as an entity, and no Member, individually, shall have any ownership interest or title in such property except indirectly through such Member's ownership of Interests.

6.9 **Persons Not Named**. Unless named in this Agreement, or unless admitted to the Company as a member by consent of the Member, no Person shall be considered a Member. The Company and the Member need deal only with Persons so named or admitted as Members; provided, however, that any distribution by the Company to the Person shown on the Company records as a Member or its legal representative or the assignee of the right to receive Company distributions as herein provided, shall relieve the Company and the Member of all liability to any other Person who may be interested in such distribution by reason of any other assignment by the Member, bankruptcy of the Member or any other reason.

IN WITNESS WHEREOF, COTTONW0OD DEVELOPMENT LLC, by its duly authorized officer has executed this Limited Liability Operating Agreement as of the date first above-written.

COTTONWOOD DEVELOPMENT LLC

By: /s/ Carlos A. Riva
Name: Carlos A. Riva
Title: Director

Annex A to Limited
Liability Company Operating Agreement

REGISTER OF MEMBERS
COTTONWQOD DEVELOPMENT LLC

| Name and Mailing Address of Member | Date Admitted as Member | Percentage of Interests Held |
|---|---|---|
| Cottonwood Development LLC<br>1301 McKinney Street<br>Suite 500<br>Houston, TX 77010 | , 2000 | 100% |

**Exhibit 3.33**

**CERTIFICATE OF LIMITED PARTNERSHIP**

**OF**

**COTTONWOOD TECHNOLOGY PARTNERS LP**

This Certificate of Limited Partnership of Cottonwood Technology Partners LP is executed by the undersigned for the purpose of forming a limited partnership pursuant to the provisions of the Delaware Revised Uniform Limited Partnership Act.

1. The name of the limited partnership is Cottonwood Technology Partners LP.

2. The address of the registered office of the limited liability company and the name of the registered agent for service of process of the limited liability company at such address are Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, New Castle County, Delaware 19808.

3. The sole General Partner of the Partnership is Cottonwood Energy Company LP, Two Houston Center, 909 Fannin Street, Suite 2222, Houston, Texas 77010.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Formation this 27th day of November, 2000.

COTTONWOOD ENERGY COMPANY LP
General Partner

By Cottonwood Generating Partners I LLC,
Its General Partner

/s/ Christopher J. Colbert
By: Christopher J. Colbert
Its: Vice President

**CERTIFICATE OF AMENDMENT**

**OF**

**COTTONWOOD TECHNOLOGY PARTNERS LP**

1. The name of the limited partnership is COTTONWOOD TECHNOLOGY PARTNERS LP.

2. The Certificate of Limited Partnership is hereby amended as follows:

The new Registered Agent shall be The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, New Castle County.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of COTTONWOOD TECHNOLOGY PARTNERS LP on this 10th day of May, 2008.

Cottonwood Technology Partners LP

By: Cottonwood Energy Company LP
It's General Partner

By: Cottonwood Technology Company LLC
It's General Partner

/s/ Jesse Gardner
Jesse Gardner, Authorized Person

**Exhibit 3.34**

**FIRST AMENDMENT**

**TO THE**

**AGREEMENT OF LIMITED PARTNERSHIP**

**OF**

**COTTONWOOD TECHNOLOGY PARTNERS LP**

THIS FIRST AMENDMENT (this "Amendment") to the Agreement of Limited Partnership of COTTONWOOD TECHNOLOGY PARTNERS LP, a Delaware limited partnership(the ''Partnership"), is made as of March , 2007 among Cottonwood Energy Company LP, a Delaware limited partnership (the "General Partner"), and Cottonwood Generating Partners II LLC, a Delaware limited liability company, and Cottonwood Generating Partners III LLC, a Delaware limited liability company (collectively, the "Limited Partners").

W I T N E S S E T H

WHEREAS, the Partnership was formed on November 29, 2000, pursuant to and in accordance with the provisions of the Delaware Revised Uniform Limited Partnership Act;

WHEREAS, the General Partner and the Limited Partners are party to the Agreement of Limited Partnership, dated as of November 29, 2000 (the "Agreement"; capitalized terms used herein without definition shall have the respective meanings set forth in the Agreement); and

WHEREAS, in accordance with Section 9.2 of the Agreement, the General Partner and the Limited Partners desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the sufficiency of which is hereby acknowledged, the General Partner and the Limited Partners hereby agree as follows:

**ARTICLE I**

**AMENDMENT**

Amendment to Article 7. Article 7 of the Agreement is hereby amended by adding Section 7.3 to read in its entirety as follows:

> "7.3 **Partnership Interests are Security**. The Partners hereby acknowledge and agree that the partnership interests in the Partnership are intended to constitute a "security" for purposes of Article 8 of the Uniform Commercial Code in effect in the State of Delaware, as amended from time to time, or the comparable

provision of the Uniform Commercial Code in any other applicable state, as amended from time to time."

**ARTICLE II**

**MISCELLANEOUS**

Effectiveness of Amendment. Each of the undersigned, by its signature below, does hereby give its written consent to the amendment of the Agreement. This Amendment will become effective as of the date first written above upon receipt of signed counterparts hereof from the General Partner and each of the Limited Partners.

Ratification of Agreement. The terms, conditions and agreements set forth in the Agreement, as amended by Article I of this Amendment, are hereby ratified and confirmed and shall continue in full force and effect.

Governing Law. This Amendment shall be governed by, construed, interpreted and applied in accordance with the laws of the State of Delaware (excluding any conflict of law rules that would refer the matter to be decided to the laws of another jurisdiction).

Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

[*Remainder of page intentionally left blank.*]

IN WITNESS WHEREOF, the undersigned have duly executed this First Amendment to the Agreement of Limited Partnership of Cottonwood Technology Partners LP as of the day and year first written above.

COTTONWOOD ENERGY COMPANY LP

By: COTTONWOOD GENERATING PARTNERS I LLC, as General Partner

By: /s/ Jesse D. Gardner
Jesse D. Gardner
President

COTTONWOOD GENERATING PARTNERS II LLC

By: /s/ Jesse D. Gardner
Jesse D. Gardner
President

COTTONWOOD GENERATING PARTNERS III LLC

By: /s/ Jesse D. Gardner
Jesse D. Gardner
President

**AGREEMENT OF LIMITED PARTNERSHIP**

**of**

**COTTONWOOD TECHNOLOGY PARTNERS LP**

**by and among**

**COTTONWOOD ENERGY COMPANY LP**

**and**

**COTTONWOOD GENERATING PARTNERS II LLC**

**and**

**COTTONWOOD GENERATING PARTNERS III LLC**

**dated as of**

**November 29, 2000**

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**AGREEMENT OF LIMITED PARTNERSHIP**

**COTTONWOOD TECHNOLOGY PARTNERS LP**

THIS AGREEMENT OF LIMITED PARTNERSHIP (this **"Agreement**"), made as of November [29], 2000, by and among COTTONWOOD ENERGY COMPANY LP, COTTONWOOD GENERATING PARTNERS II LLC, AND COTTONWOOD GENERATING PARTNERS III LLC may hereinafter be referred to individually as a "**Partner**" and collectively as the "**Partners**".

W I T N E S S E T H:

WHEREAS, the Partners have organized Cottonwood Technology Partners LP, a Delaware limited partnership (the "**Partnership**"), by filing a Certificate of Limited Partnership (the "**Certificate**") with the Secretary of State of the State of Delaware on November [29], 2000; and

WHEREAS, the Partners desire to enter into this Agreement to provide for the management of the affairs of the Partnership and the conduct of its business:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, desiring to be legally bound hereby, agree as follows:

**ARTICLE 1**

**GENERAL TERMS**

1.1 **Name**. The name of the Partnership shall be Cottonwood Technology Partners LP.

1.2 **Registered Agent and Office**. The Partnership shall maintain within the State of Delaware a registered agent for service of process on the Partnership and a registered office in accordance with the provisions of the LP Act.

1.3 **Term**. The term of the Partnership began on the date of filing of the Certificate with the Secretary of State of the State of Delaware (the "**Formation Date**"), and shall continue in perpetuity, unless the Partnership is earlier dissolved in accordance with the provisions of Article 8.

1.4 **Purpose**. The purpose of the Partnership is to engage in the business (the "**Business**") of (a) providing a better measurement of the profitability or return on separate construction and development activities related to electric power generation and

associated facilities to be constructed in Newton County, Texas (the "**Project**"), and future projects; (b) potentially limiting other general business liability by conducting activities in separate legal entities; (c) providing professional, administrative, and intellectual property services to Cottonwood Energy Company LP; (d) assisting Cottonwood Energy Company LP in managing, developing, and procuring engineering, design and development services in connection with the Project; and (e) segregating, managing and protecting intellectual property such as architectural drawings, design documents & engineering, and other proprietary project data. The Board may expand or limit the scope of such business as it deems necessary or appropriate from time to time.

1.5 **Filings**. The Board shall cause to be filed all such certificates, notices, statements or other instruments, and amendments thereto under the laws of the State of Delaware and other applicable jurisdictions as the Board may from time to time deem necessary or advisable for the operation of the Partnership.

1.6 **Definitions and Interpretation**.

(a) **Definitions**. Unless otherwise required by the context in which any capitalized term appears, or unless otherwise specifically defined elsewhere in this Agreement, capitalized terms used in this Agreement shall have the meanings set forth below.

"**Affiliate**" means, when used with reference to a specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with the Person specified. For purposes of the foregoing, "control," "controlled by" and "under common control with" with respect to any Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, partnership interests or other equity interests, or by contract or otherwise.

"**Agreement**" has the meaning set forth in the preamble to this Agreement, and includes all exhibits and schedules hereto.

"**Board**" has the meaning set forth in Section 5.1.

"**Business Day**" means any day other than a Saturday, Sunday or other day on which commercial banks in New York, New York are required or authorized by law or regulation to close.

"**Capital Account**" has the meaning set forth in Section 2.1.

"**Carrying Value**" means, with respect to any asset of the Partnership, the asset's adjusted basis as of the relevant date for U.S. Federal income tax purposes, except as follows:

(a) the initial Carrying Value of any asset contributed by a Partner to the Partnership shall be the gross fair market value of such asset;

(b) the Carrying Values of all Partnership assets (including intangible assets such as goodwill) shall be adjusted at the election of the Board to equal their respective fair market values (determined on a gross basis) as of the following times:

(i) the acquisition of an additional interest in the Partnership by any new or existing Partner in exchange for more than a *de minimis* capital contribution, within the meaning of Treasury Regulation section 1.704-l(b)(2)(iv)(f)(5)(i);

(ii) the distribution by the Partnership to a Partner of more than a *de minimis* amount of money or Partnership property as consideration for an interest in the Partnership; and

(iii) the liquidation of the Partnership within the meaning of Treasury Regulation section 1.704-l(b)(2)(iv)(f)(5)(ii); and

(c) for purposes of subsections (a) and (b) above, fair market value shall be as agreed by the Partners. If the Partners are unable to so agree, fair market value shall be determined in the manner set forth in this subsection (c), unless the Partners agree to use a different or modified procedure. Within ten (10) Business Days of the date that the Partners fail to agree on the fair market value of an asset, the Partners shall appoint an investment bank or appraiser experienced in valuing assets of the type for which fair market value is to be determined (any such investment bank or appraiser, an "**Appraiser**"). Within twenty (20) Business Days of the selection of the Appraiser, the Appraiser shall determine the fair market value of the asset and shall deliver its valuation of the asset to the Partners. The determination of fair market value by the Appraiser shall constitute the established fair market value of the asset and shall be final and binding upon the Partners; and

(d) if the Carrying Value of an asset has been determined or adjusted pursuant to subsections (a), (b) or (c) above, such Carrying Value thereafter shall be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing profits and losses and other items allocated pursuant to Article 3.

The foregoing definition of Carrying Value is intended to comply with the provisions of Treasury Regulation Section 1.704-l(b)(2)(iv) and shall be interpreted and applied consistently therewith.

"**Certificate**" has the meaning set forth in the recitals of this Agreement.

"**Code**" means the Internal Revenue Code of 1986, as amended from time to time.

"**Consent**" means the prior written consent of the indicated party to the action requested, or the affirmative vote of the required parties to the extent an action is approved pursuant to Section 5.4(a) at a meeting of the Partners.

"**Depreciation**" means for each fiscal year or part thereof, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable for U.S. Federal income tax purposes with respect to an asset for such year or other period, except that if the Carrying Value of an asset differs from its adjusted basis for income tax purposes at the beginning of such year, Depreciation shall be an amount that bears the same ratio to such Carrying Value as the income tax depreciation, amortization or other cost recovery deduction for such year bears to such adjusted tax basis; provided, however, that if the income tax depreciation, amortization or other cost recovery deduction for such year is zero, Depreciation shall be determined with reference to such Carrying Value using any reasonable method determined by the Board.

"**Formation Date**" has the meaning set forth in Section 1.3.

"**GAAP**" means U.S. generally accepted accounting principles.

"**General Partners**" means Cottonwood Energy Company LP and any other Person admitted as a general partner of the Partnership pursuant to this Agreement.

"**Indemnitee**" has the meaning set forth in Section 5.6(a).

"**Limited Partners**" means Cottonwood Generating Partners II LLC and Cottonwood Generating Partners III LLC and any other Person admitted as a limited partner of the Partnership pursuant to this Agreement.

"**Liquidator**" has the meaning set forth in Section 8.3(b).

"**LP Act**" means the Delaware Revised Uniform Limited Partnership Act, as amended from time to time; provided, however, that if any amendment to the LP Act, or any succeeding or successor law, is applicable to the Partnership only if the Partnership has elected to be governed by the LP Act as so amended or by such succeeding or successor law, as the case may be, the term "LP Act" shall refer to the LP Act as so amended or to such succeeding or successor law only after the appropriate election by the Board with the Consent of the Partners.

"**Partner**" means a General Partner or a Limited Partner, and "**Partners**" means the General Partners and the Limited Partners, together.

"**Partnership**" has the meaning set forth in the recitals of this Agreement.

"**Partnership Interest**" means the entire legal and equitable ownership interest of a Partner in the Partnership at any particular time.

"**Person**" means any individual, partnership, corporation, association, business trust, limited liability company, or other entity.

"**Sharing Ratio**" means 1% for Cottonwood Energy Company LP in its capacity as a General Partner, 49.5% for each of Cottonwood Generating Partners II LLC and Cottonwood Generating Partners in LLC in their capacity as Limited Partners.

"**Tax Matters Partner**" has the meaning set forth in Section 6.4(b).

"**Transfer**" means any sale, assignment, conveyance, encumbrance, mortgage or pledge by a Partner of all or any portion of its Partnership Interest, whether occurring voluntarily or by operation of law.

"**Treasury Regulations**" means the regulations issued by the Treasury Department pursuant to the Code.

"**U.S.**" means the United States of America.

(b) **Interpretation**. Reference to a given Section, Subsection, Exhibit or Schedule is a reference to a Section, Subsection, Exhibit or Schedule of this Agreement, unless otherwise specified. The terms "hereof," "herein," "hereto," "hereunder" and "herewith" refer to this Agreement as a whole. Except where otherwise expressly provided or unless the context otherwise necessarily requires: (i) reference to a given agreement, instrument, statute or regulation is a reference to that agreement, instrument, statute or regulation as modified, amended, supplemented and restated from time to time, and, as to a statute or regulation, any successor statute or regulation, (ii) accounting terms have the meanings given to them by GAAP applied on a consistent basis by the accounting entity to which they refer, (iii) references to "dollars" or "$" shall mean the lawful currency of the U.S., (iv) reference to a Person includes its successors and permitted assigns, (v) references to any term in this Agreement when used in the singular shall have the same meanings when used in the plural and *vice versa*, (vi) the masculine shall include the feminine and neuter, and *vice versa,* and (vii) "includes" or "including" means "including, for example and without limitation,"



## ARTICLE 2

## CAPITALIZATION

2.1 **Capital Accounts**.

(a) **Establishment**. A separate capital account (a "**Capital Account**") shall be maintained for each Partner.

(b) **Capital Account Balances**. The Capital Account balance of each- Partner immediately after the Formation Date shall be equal to the amount contributed to the Partnership by such Partner on or before such date pursuant to Section 2.2, and such Capital Account shall thereafter be further adjusted with respect to subsequent events as follows:

(i) increased by: (A) the aggregate amount of such Partner's cash contributions to the Partnership; (B) the Carrying Value of property contributed by such Partner to the Partnership, net of liabilities secured by such property that the Partnership is considered to assume, or take subject to, under Code section 752; and (C) profits and items of income and gain allocated to such Partner pursuant to Section 3.1; and

(ii) decreased by: (A) cash distributions to such Partner from the Partnership; (B) the Carrying Value of property distributed in kind to such Partner, net of liabilities secured by such property that such Partner is deemed to assume, or take subject to, under Code section 752; and (C) losses and items of loss or deduction allocated to such Partner pursuant to Section 3.1.

(c) **Intent to Comply with Treasury Regulations**. The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulation section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such regulation. To the extent such provisions are inconsistent with such regulation or are incomplete with respect thereto, the provisions in this Agreement relating to the maintenance of Capital Accounts shall be amended (with the Consent of the Partners, which Consent shall not be unreasonably withheld) in such manner as, in the opinion of independent recognized tax counsel for the Partnership, is necessary or desirable, taking into account the economic interests of the Partners as a whole and all other relevant factors, to avoid or reduce such inconsistency or incompleteness without changing the amounts that otherwise would be distributable to any Partner pursuant to this Agreement.

2.2 **Initial Capital Contributions**. The Partners shall make such initial capital contributions to the Partnership as are agreed upon by the Partners.

2.3 **Additional Contributions**. The Partners shall make additional capital contributions to the Partnership as and when required by the Board, provided that the Board shall make capital calls of the Partners, and the Partners shall be required to make capital contributions to the Partnership, only in accordance with procedures to be established by the Partners by agreement among them from time to time. Except as set forth in the immediately preceding sentence, no Partner shall be required to make any capital contribution to the Partnership on or after the Formation Date, whether on liquidation of the Partnership, by reason of a deficit Capital Account balance, or otherwise. A Partner may, with the Consent of the Board, make additional capital contributions to the Partnership, but no change in the Sharing Ratio of such Partner shall result from any such contribution without the Consent of all Partners.

2.4 **Loans**. Except as otherwise agreed between the Partners from time to time, no Partner shall be required or permitted to lend any money to or for the benefit of the Partnership.

2.5 **No Partnership Interest on Capital Account Balances**. No Partner shall be entitled to receive any interest on the balance in its Capital Account.

2.6 **Withdrawal**. No Partner may withdraw as a Partner of the Partnership without the Consent of each other Partner.

## ARTICLE 3

## PROFIT AND LOSS ALLOCATIONS

3.1 **Allocation of Profits and Losses**. Each item of income, gain, loss, deduction and credit of the Partnership for each fiscal year (or portion thereof) shall be allocated to the Partners in accordance with their Sharing Ratios.

3.2 **Elimination of Book/Tax Disparities**. If any Partnership property has a Carrying Value on the books of the Partnership different from its adjusted tax basis to the Partnership for U.S. Federal income tax purposes (whether by reason of the contribution of such property to the Partnership or otherwise), allocations of taxable income, gain, loss and deduction under this Article 3 with respect to such asset shall take account of any variation between the adjusted tax basis of such asset for federal income tax purposes and its Carrying Value in the same manner as under Code section 704(c) or the principles set forth in Treasury Regulations section 1.704-1(b)(2)(iv)(g), as the case may be, using the remedial method set forth in Treasury Regulation section l.704-3(d), unless each of the Partners otherwise agrees.

3.3 **Consistency with Allocation Rules**. Notwithstanding the terms of Section 3.1, allocations of items described therein shall be made to the Partners in the manner required by Treasury Regulations sections 1.704-1(b) and 1.704-2 in order for the allocations described in Section 3.1 to be respected for U.S. Federal income tax purposes.

## ARTICLE 4

## DISTRIBUTIONS

4.1 **Distributions**. From time to time, as and when determined by the Board, the Partnership shall make distributions to the Partners in accordance with their Sharing Ratios from funds legally available for such purpose.

4.2 **Liquidating Distributions**. Distributions to the Partners of cash or property arising from a liquidation of the Partnership shall be made in accordance with the Capital Account balances of the Partners, as provided in Section 8.3(d)(ii).

4.3 **Other Distributions**. Except as provided in Section 4.1 or Section 4.2 or otherwise in this Agreement, no Partner shall be entitled to receive any distribution from the Partnership without the consent of all other Partners.

## ARTICLE 5

## MANAGEMENT

5.1 **Generally**. The Partnership shall have a board of directors (the "**Board**"), comprised of one to six members (each, a "**Director**"), appointed by Cottonwood Energy Company LP. The number of Directors comprising the Board shall be set by the General Partners from time to time. The overall management of the Partnership shall be vested exclusively in the Board. Except as otherwise agreed by the Partners, no Partner shall have any right or authority to take any action on behalf of the Partnership or to bind or commit the Partnership with respect to third parties or otherwise. Except as provided in Section 5.3 or as otherwise provided in this Agreement, each Partner hereby (a) specifically delegates to the Board its rights and powers to manage and control the business and affairs of the Partnership in accordance with the provisions of Section 17-403 of the LP Act, and (b) revokes its right to bind the Partnership, as contemplated by the provisions of Section 17-403 of the LP Act.

5.2 **Composition of Board; Meetings and Approval Requirements**.

(a) **Election and Removal of Directors**. Upon election by a General Partner, each Director shall hold office until death, disability, resignation or removal at any time at the pleasure of the General Partner that elected him or her. if a vacancy occurs on the Board, the General Partner that elected such Director

shall give notice of such vacancy to the other General Partner, and as soon as practicable after the occurrence of such vacancy shall elect a successor so that the Board remains fully constituted at all times.

(b) **Meetings and Approval Requirements**.

(i) **Regular Meetings**. Regular meetings of the Board shall be held as the Board may determine and, if so determined, no notice thereof need be given. Special meetings of the Board shall be held at the written request of any Director.

(ii) **Telephonic Meetings**. Any meeting of the Board may be held by conference telephone call or through similar communications equipment by means of which all Persons participating in the meeting are able to hear each other. Participation in a telephonic or videographic meeting held pursuant to this section shall constitute presence in person at such meeting.

(iii) **Notices**. Notices of regularly scheduled meetings of the Board shall not be required unless the time or place of a particular regular meeting is other than as set forth in the schedule of annual meetings previously approved by the Board. Notices of special meetings shall be required and shall state the place, date and hour of the meeting and the purpose or purposes for which the meeting is called. Special meetings shall be held at the address specified in the notice of such meeting or at such other place as shall he agreed by the Directors. Notice of a special meeting shall be given in writing to each Director not less than two (2) nor more than fifteen (15) days before the date of the meeting. Directors may waive in writing the requirements for notice before, at or after the special meeting involved. The presence of a Director at a meeting shall constitute waiver of notice unless said Director expressly states otherwise at the outset of such meeting.

(iv) **Quorum**. At each meeting of the Board, the presence in person or by electronic means, as the case may be, of *one (1)* Director shall be necessary to constitute a quorum for the transaction of business by the Board.

(v) **Approval Requirements**. The Board may act either through the presence of Directors voting at a meeting or by written consent without a meeting as described in clause (vi) below. In the case of actions taken at a meeting, the affirmative vote of at least one (1) Director appointed by the General Partner and present in person or by electronic

means, as the case may be, and voting at a duly held meeting of the Board where a quorum is present shall be necessary for any action of the Board.

(vi) **Written Consents**. Any action required or permitted to be taken at a meeting of the Board may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, is signed by the Board. Such consents shall be filed with the minutes of the proceedings of the Board.

(c) **Compensation and Reimbursement**. Except as determined by the Board, no compensation or fees shall be paid by the Partnership to any individual for serving as a Director, nor shall any Director be entitled to reimbursement by the Partnership for expenses incurred in attending meetings of the Board.

5.3 **Partner Approval Rights**. In addition to any other approval required by applicable law, the following matters shall require the approval of each Partner:

(a) any merger or combination of the Partnership with another Person, or any reclassification, recapitalization, dissolution, liquidation or winding up of the Partnership;

(b) any issuance, sale or buyback by the Partnership of Partnership Interests, or any other similar transactions;

(c) any addition to or amendment or repeal of the Certificate or this Agreement; and

(d) approval of the procedures by which the Board shall make capital calls of the Partners.

Except as set forth in this Section 5.3, or as otherwise expressly provided in this Agreement, the Limited Partners shall have no other voting or consent rights.

5.4 **Partner Meeting and Approval Procedures**.

(a) **Meetings**. A meeting of the Partners for the purpose of acting upon any matter upon which the Partners are entitled to vote may be called by the Board at any time, and such a meeting shall be called by the Board not more than thirty (30) days after receipt of a written request therefor signed by any Partner. Meetings of the Partners shall be held at such location as from time to time shall be reasonably determined by the Board. The Board shall give written notice of any such meeting to all Partners, and such meeting shall be held not less than seven (7) days nor more than thirty (30) days after the Board sends such notice. All Partners shall be entitled to attend and participate in any such meeting, and the

affirmative vote or written consent of each Partner shall be required for any action of the Partners.

(b) **Quorum; Notice; Waivers; Proxies**. The presence in person or by proxy of all of the Partners shall constitute a quorum at all meetings of the Partners. No notice of the time, place or purpose of any meeting of Partners need be given to any Partner entitled to such notice who, in writing, executes and files with the records of the meeting, either before or after the time thereof, a waiver of such notice. Any Partner who attends a meeting in person or is represented by proxy, except for a Partner attending a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business on the ground that the meeting is not lawfully called or convened, shall be deemed to have waived notice of such meeting. Each Partner may authorize any Person to act for it by proxy with respect to any matter in which such Partner is entitled to participate, including waiving notice of any meeting and voting or participating in a meeting. Every proxy must be signed by such Partner or its attorney-in-fact. No proxy shall be valid after the expiration of twelve (12) months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the Partner executing it.

(c) **Written Consent to Action**. Notwithstanding the provisions of Sections 5.4(a) and 5.4(b), on any matter that is to be voted on by the Partners, the Partners may take such action without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by all of the Partners. An original or copy of any such consent shall be inserted in the record of the proceedings of the Partners.

5.5 **Officers**. The Partnership shall have such officers ("**Officers**"), with such responsibility and authority, as the Board may from time to time determine to be necessary or appropriate. Subject to the supervision of the Board, any duly appointed Officer of the Partnership granted such authority by the Board may execute contracts, agreements, certificates, instruments and other documents in the name and on behalf of the Partnership. The Board shall have the right to remove any Officer at any time with or without cause.

5.6 **Liability and Indemnification**.

(a) **Exculpation of Directors**. No Director shall be liable, responsible or accountable in damages or otherwise to the Partnership or any of the Partners for any act or omission performed or omitted (i) in good faith on behalf of the Partnership, (ii) in a manner reasonably believed by such Director to be within the scope of the authority granted to him or her by this Agreement, and (iii) in a manner not constituting willful misconduct, fraud, or breach of fiduciary duty of loyalty.

(b) **Indemnification of General Partners and Directors by the Partnership**. The Partnership shall, solely from assets of the Partnership and without recourse to any Partner, indemnify, defend and hold harmless each General and each Director, and each of their employees, agents, representatives and successors (each, an "**Indemnitee**"), for any and all claims or threats thereof, expenses and liabilities or threats thereof (including, without limitation, reasonable attorneys' fees and costs of investigation and defense relating to the Partnership) that such party may incur by reason of being an Indemnitee (regardless of the disclosure or lack of disclosure of such status) or by virtue of taking any action pursuant to this Agreement in such capacity unless such claim, expense or liability is caused by an act or omission performed or omitted by the Indemnitee in bad faith or in a manner constituting willful misconduct, fraud, or breach of fiduciary duty of loyalty. Expenses incurred by an Indemnitee in defense or settlement of any claim that may be subject to indemnification may be advanced by the Partnership prior to the final disposition thereof upon (i) receipt of an undertaking by or on behalf of such Indemnitee to repay such amount to the extent that it shall be determined ultimately that such Indemnitee is not entitled to indemnification and (ii) a reasonable determination that such Indemnitee is able to repay such amounts under such circumstances, including the provision of such security or assurance of repayment as reasonably may be requested by the Board.

(b) **Indemnification of Partnership by Each Partner**. If the Partnership is made a party to any claim, dispute or litigation or otherwise incurs any loss, liability, damage, cost or expense (i) as a result of or in connection with the obligations or liabilities of an Indemnitee that are unrelated to the Partnership's business, or (ii) by reason of a Partner's breach of its obligations hereunder, the Indemnitee or Partner, as the case may be, shall indemnify and reimburse the Partnership for all loss, liability, damage, cost and expense incurred thereby (including reasonable attorneys' fees and expenses).

5.7 **Partnership Funds**. The funds of the Partnership shall be deposited in such bank account or accounts identified to the Partnership, or invested in such interest-bearing or non-interest-bearing investments identified to the Partnership, as shall be designated by the Board in its sole discretion. All withdrawals from any such bank accounts shall be made by the Board or the duly authorized agent or agents of the Board. Partnership funds shall not be commingled with those of the Partners or any other Person.

## ARTICLE 6

## ACCOUNTING AND RECORDS: TAX MATTERS

6.1 **Fiscal Year**. Unless otherwise determined by the Board, the fiscal year of the Partnership shall be the calendar year.

6.2 **Method of Accounting**. Unless otherwise determined by the Board, the books of account and reports of the Partnership shall be maintained or prepared, as the case may be, in accordance with GAAP; provided, however, that for purposes of making allocations and distributions hereunder (including, without limitation, distributions in liquidation of the Partnership in accordance with Capital Account balances as required by Section 8.3(d)(2)), shall be determined in accordance with U.S. Federal income tax accounting principles utilizing the accrual method of accounting, with the adjustments required by Treasury Regulation section 1.704-1(b) to properly maintain Capital Accounts. Each Partner acknowledges that the Capital Account balances of the Partners for the purposes described in the preceding sentence are not computed in accordance with GAAP.

6.3 **Books and Records and Inspection**.

(a) **Books of Account and Records**. Proper and complete records and books of account of the Partnership, including all such transactions and other matters as are usually entered into records and books of account maintained by Persons engaged in businesses of like character or as are required under applicable law, shall be maintained by the Partnership. The Partnership also shall keep at its principal place of business all records relating to the Partnership required by the LP Act and any other applicable laws to be kept at such office.

(b) **Inspection**. All records and books of account described in subsection (a) above shall be open to inspection and copying by any Partner or its accredited representatives at any reasonable time during normal business hours and at such Partner's expense.

6.4 **Tax Matters**.

(a) **Partnership Tax Status**. The Partners intend that the Partnership shall be treated as a partnership for U.S. Federal, state and local income tax purposes and hereby agree, and authorize the Partnership and the Tax Matters Partner to take such actions (including the making of, or refraining from making, any relevant elections) to perfect such status. The Partners further intend that the provisions of sections 6221-6234 of the Code shall apply to the Partnership and intend that, if the circumstances so require, an election under section 623l(a)(1)(B)(ii) of the Code shall be made. The Board shall have authority to amend or supplement the provisions of this Section 6.4 from time to time, as it sees fit.

(b) **Tax Matters Partner**. With respect to U.S. Federal income tax matters, Cottonwood Energy Company LP shall be the "tax matters partner" (the "**Tax Matters Partner**") within the meaning of section 623l(a)(7) of the Code and shall act in any similar capacity under state, local, foreign or provincial tax

law; provided, however, that Cottonwood Energy Company LP shall not have the authority to take any non-ministerial actions, including any determinations regarding tax elections, tax reporting, withholding tax obligations and tax controversies (e.g., tax audits, extension of statutes of limitations, administrative and judicial proceedings and the filing of amended tax returns or refund claims), without the approval of each General Partner Tax Representative. Each General Partner shall designate a representative (each, a "**General Partner Tax Representative**"), who shall consult with each other and with the Tax Matters Partner on taxation matters, and provide approvals to the Tax Matters Partner and the Partnership.

## ARTICLE 7

## THE PARTNERS

7.1 **Admission of New Partners**. Except as the Partners may otherwise agree from time to time, a new Partner may be admitted to the Partnership only with the Consent of each other Partner.

7.2 **Transfers of Partnership Interests**. Except as the Partners may otherwise agree from time to time, a Partner may not Transfer all or any part of its Partnership Interest without the Consent of each other Partner, which Consent may be withheld in the sole discretion of each such other Partner.

## ARTICLE 8

## DISSOLUTION AND TERMINATION

8.1 **No Termination**. Except as expressly provided in this Agreement, no Partner shall or shall seek to dissolve, terminate or liquidate the Partnership, and no Partner shall petition a court for the partition, dissolution, termination or liquidation of the Partnership, or its property. Each of the Partners hereby irrevocably waives any and all rights that it may have to maintain an action to partition Partnership property or to compel any sale or transfer thereof.

8.2 **Events of Dissolution**. The Partnership shall be dissolved upon the first to occur of the following:

(a) the unanimous Consent of the Partners to dissolve the Partnership, but only on the effective date of dissolution specified by such Partners at the time of such approval;

(b) entry of a decree of judicial dissolution under the LP Act; or

(c) any other event that causes a dissolution of the Partnership because the LP Act mandates dissolution upon the occurrence of such other event, notwithstanding any agreement among the Partners to the contrary.

8.3 **Procedures Upon Dissolution**.

(a) **General**. If the Partnership dissolves, it shall commence winding up pursuant to the appropriate provisions of the LP Act and the procedures set forth in this Section 8.3. Notwithstanding the dissolution of the Partnership, prior to the termination of the Partnership, the business of the Partnership and the affairs of the Partners, as such, shall continue to be governed by this Agreement.

(b) **Control of Winding Up**. The winding up of the Partnership shall be conducted under the direction of the Board (the Board in such capacity hereinafter referred to as the "**Liquidator**"); provided, however, that any Partner who caused the dissolution of the Partnership in contravention of this Agreement shall not participate in the control of the winding up of the Partnership and provided further, that if the dissolution is caused by entry of a decree of judicial dissolution pursuant to Section 8.2(b), the winding up shall be carried out in accordance with such decree.

(c) **Manner of Winding Up**. The Partnership shall engage in no further business following dissolution other than that necessary for the orderly winding up of the business and distribution of assets. The maintenance of offices shall not be deemed a continuation of the business for purposes of this Section 8.3(c). Upon dissolution of the Partnership, the Liquidator shall (i) cause to be filed a certificate of cancellation in accordance with the LP Act, and (ii) determine the time, manner and terms of any sale or sales of Partnership property pursuant to such winding up, consistent with its fiduciary responsibility and having due regard to the activity and condition of the relevant market and general financial and economic conditions.

(d) **Application of Assets**. In the case of a dissolution of the Partnership, the Partnership's assets shall be applied as follows:

(i) **Creditors**. First, to payment of the liabilities of the Partnership owing to third parties (including Affiliates of the Partners) and to Partners. After payment of any such known liabilities, the Liquidator shall set up such reserves as are reasonably necessary for any contingent or unforeseen liabilities or obligations of the Partnership. Such reserves may be paid over by the Liquidator to an escrow holder or trustee, to be held in escrow or trust for the purpose of paying any such contingent or unforeseen liabilities or obligations, and, at the expiration of such period as the Liquidator may deem advisable, such reserves shall be distributed to



the Partners or their assigns in the manner set forth in Section 8.3(d)(ii) below.

(ii) **Partners**. Second, to the Partners in accordance with the balances in their Capital Accounts, after as applicable, all allocations of profits or losses and other items pursuant to Article 3, provided that if there are insufficient assets available to pay to each Partner the positive balance in such Partner's Capital Account, the available assets shall be distributed to the Partners with positive Capital Accounts in proportion to their respective positive Capital Account balances. All distributions pursuant to this Section 8.3(d)(ii) shall be made no later than the end of the Partnership taxable year during which the liquidation of the Partnership occurs (or, if later, within ninety (90) days after the date of such liquidation).

8.4 **Termination of Partnership**. Upon the completion of the liquidation of the Partnership and the distribution of all Partnership assets, the Partnership's affairs shall terminate and the Board shall cause to be executed and filed an appropriate certificate, if required, to such effect in the proper governmental office or offices, as well as any and all other documents required to effectuate the termination of the Partnership.

## ARTICLE 9

## MISCELLANEOUS PROVISIONS

9.1 **Disclaimer of Agency**. This Agreement does not create any relationship beyond the scope set forth herein, and except as otherwise expressly provided herein, this Agreement shall not constitute any of the Partners or the Partnership the legal representative or agent of any other, nor shall any Partner or the Partnership have the right or authority to assume, create or incur any liability or obligation, express or implied, against, in the name of or on behalf of any other Partner or the Partnership.

9.2 **Amendment**. Except for an amendment reflecting the withdrawal of a Partner from the Partnership in accordance with the terms of this Agreement, or as provided otherwise herein, any amendment to this Agreement must be in writing and approved by each Partner.

9.3 **Notices**. Any notice, demand, offer, or other instrument required or permitted to be given pursuant to this Agreement shall be in writing signed by the party giving such notice and shall, to the extent reasonably practicable, be sent by telecopy, and if not reasonably practicable to send by telecopy, then by hand delivery, overnight courier, telegram or certified mail (return receipt requested), to the other parties at the addresses set forth below:

(a) If to Cottonwood Energy Company LP, to it at:

c/o InterGen North America LP
Two Houston Center
909 Fannin, Suite 2222
Houston, TX 77010

Attention: Legal Department
Facisimile: 713-374-3901

(b) if to Cottonwood Generating Partners II LLC, to it at:

Two Houston Center
909 Fannin, Suite 2222
Houston, TX 77010

Attention: Legal Department
Facisimile: 713-374-3901

(c) if to Cottonwood Generating Partners III LLC, to it at:

Two Houston Center
909 Fannin, Suite 2222
Houston, TX 77010

Attention: Legal Department
Facisimile: 713-374-3901

Each party may change the place to which notice shall be sent or delivered or specify one additional address to which copies of notices may be sent, in either case by similar notice sent or delivered in like manner to the other parties. Without limiting any other means by which a party may be able to prove that a notice has been received by the other party, a notice shall be deemed to be duly received: (i) if sent by hand, overnight courier or telegram, the date when duly delivered at the address of the recipient; (ii) if sent by certified mail, the date of the return receipt; or (iii) if sent by telecopy, upon receipt by the sender of an acknowledgment or transmission report generated by the machine from which the telecopy was sent indicating that the telecopy was sent in its entirety to the recipient's telecopy number.

9.4 **Consequential Damages**. Notwithstanding any provision in this Agreement to the contrary, no Partner or any Affiliate thereof shall be liable to any other Partner or the Partnership or to their respective Affiliates under this Agreement for consequential, incidental, special, indirect or punitive damages of any nature, including lost profits or revenues, the cost of capital or lost business opportunity. The Partners

intend that the waivers and disclaimers of liability, releases from liability, and limitations and apportionments of liability expressed herein shall apply, whether in contract or in tort, even in the event of the application of strict liability or in the event of the fault or negligence (in whole or in part) of or breach of contract by a Partner or its Affiliate released or whose liability is waived, disclaimed, limited, apportioned or fixed, and shall extend to such Partner's Affiliates and its and their constituent partners, shareholders, directors, officers, employees, representatives and agents. The Partners also intend and agree that such provisions shall continue in full force and effect notwithstanding the termination, suspension, cancellation or rescission of this Agreement, or the dissolution and termination of the Partnership.

9.5 **Counterparts**. The Partners may execute this Agreement in two or more counterparts, which shall, in the aggregate, be signed by all the Partners, and each counterpart shall be deemed an original instrument as against any Partner who has signed it. Facsimile signatures shall be as effective as originals hereto.

9.6 **Governing Law**. This Agreement shall be governed by, construed, interpreted and applied in accordance with the laws of the State of Delaware (excluding any conflict of law rules that would refer the matter to be decided to the laws of another jurisdiction).

9.7 **Binding Effect**. This Agreement shall be binding on all successors and assigns of the Partners and inure to the benefit of the respective successors and permitted assigns of the Partners, except to the extent of any express contrary provision in this Agreement.

9.8 **Partial Invalidity**. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and in no way shall be affected, impaired, or invalidated by reason of such holding.

9.9 **Captions**. Titles or captions of Sections or Articles contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

9.10 **No Rights in Third Parties**. The provisions of this Agreement are for the exclusive benefit of the Partners and their respective successors and permitted assigns. This Agreement is not intended to benefit or create rights in any other Person (including any governmental Person), including (a) the Partnership, (b) any Person (including any governmental Person) to whom any debts, liabilities or obligations are owed by the Partnership or any Partner or (c) any liquidator, trustee or creditor acting on behalf of the Partnership. No such creditor or any other Person (including any governmental Person) shall have any rights under this Agreement (or any other Agreement to which the Partners

are parties), including rights with respect to enforcing the payment of capital contributions, unless specifically set forth herein or therein.

9.11 **No Title to Partnership Property**. All property owned by the Partnership, whether real, personal or mixed, and whether tangible or intangible, shall be deemed to be owned by the Partnership as an entity, and no Partner, individually, shall have any ownership interest or title in such property except indirectly through such Partner's ownership of Partnership Interests.

9.12 **Further Assurances; Additional Documents**. Each Partner shall, and shall use its reasonable efforts to cause its Affiliates to, take such further actions as are reasonably requested by any other Partner, including the execution and delivery of documents, as are necessary or expedient to carry out the intent of this Agreement. Without limiting the generality of the foregoing, each party hereto agrees to execute, with acknowledgment or affidavit, if required or deemed appropriate, any and all documents and writings that may be necessary or expedient in connection with the creation of the Partnership and the achievement of its purposes, specifically including (i) such certificates and other documents as the Board deems necessary or appropriate to form, qualify or continue the Partnership as a limited partnership in all jurisdictions in which the Partnership conducts or plans to conduct business and (ii) all such agreements, certificates, tax statements, tax returns and other documents as may be required of the Partnership or its Partners by the laws of the U.S. or any state or province in which the Partnership conducts or plans to conduct business, or any political subdivision or agency thereof.

9.13 **Persons Not Named**. Unless named in this Agreement, or unless admitted to the Partnership as a Partner by Consent of the Partners, no Person shall be considered a Partner. The Partnership and the Partners need deal only with Persons so named or admitted as Partners; provided, however, that any distribution by the Partnership to the Person shown on the Partnership records as a Partner or its legal representative or the assignee of the right to receive Partnership distributions as herein provided, shall relieve the Partnership and the Partner of all liability to any other Person who may be interested in such distribution by reason of any other assignment by the Partner, bankruptcy of the Partner or any other reason.

[Remainder of the page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized officers or directors, have executed this Agreement of Limited Partnership as of the date first above-written.

THE GENERAL PARTNER:

COTTONWOOD ENERGY COMPANY LP

By: /s/ Christopher J. Colbert
Name: Christopher J. Colbert
Title: Vice President

THE LIMITED PARTNERS:

COTTONWOOD GENERATING PARTNERS II LLC

By: /s/ Christopher J. Colbert
Name: Christopher J. Colbert
Title: Vice President

COTTONWOOD GENERATING PARTNERS III LLC

By: /s/ Christopher J. Colbert
Name: Christopher J. Colbert
Title: Vice President

**Exhibit 3.41**

CERTIFICATE OF FORMATION

OF

EL SEGUNDO POWER, LLC

1. The name of the limited liability company is El Segundo Power, LLC.

2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Formation of El Segundo Power, LLC this 25th day of November, 1997.

EL SEGUNDO POWER, LLC

By: /s/ Mary E. Keogh
Name: Mary E. Keogh
Title: Authorized Person

**Exhibit 3.42**

**EL SEGUNDO POWER LLC**

**AMENDMENT OF LIMITED LIABILITY COMPANY AGREEMENT**

The undersigned, being the sole Member of El Segundo Power LLC, a Delaware limited liability company (the "Company"), pursuant to §18-215 of the Limited Liability Company Act of the State of Delaware (the "Act") and Sections 6.01 and 12.07 of the Limited Liability Company Agreement of the Company (the "LLC Agreement") hereby amends the LLC Agreement as set forth below:

**1. AMENDMENTS**

(1) Section 3.03 of the LLC Agreement is hereby amended and restated in its entirety to read "Section 3.03 - (Intentionally Omitted)".

**2. MISCELLANEOUS**

Except as expressly amended hereby, all of the terms and provisions of the LLC Agreement are and shall remain in full force and effect.

* * * *

IN WITNESS WHEREOF, the undersigned sole member of the Company has executed this Amendment as of this 7th day of November, 2006.

NRG Energy, Inc.

By: /s/ Clint Freeland
Name: Clint Freeland
Title: Vice President and Treasurer

**LIMITED LIABILITY COMPANY AGREEMENT**

**OF**

**EL SEGUNDO POWER, LLC**

**A Delaware Limited Liability Company**

**LIMITED LIABILITY COMPANY AGREEMENT**
**OF**
**EL SEGUNDO POWER, LLC**
**A Delaware Limited Liability Company**

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**LIMITED LIABILITY COMPANY AGREEMENT**
**OF**
**EL SEGUNDO POWER, LLC**
A Delaware Limited Liability Company

THIS LIMITED LIABILITY COMPANY AGREEMENT OF EL SEGUNDO POWER, LLC (this *"Agreement"*), dated effective as of November 25, 1997 (the *"Effective Date"*), is adopted, executed and agreed to, for good and valuable consideration, by the Members (as defined below).

**RECITALS**

1. NRG El Segundo Inc., a Delaware corporation (*"NRG-ES"*), is a wholly-owned subsidiary of NRG Energy, Inc., a Delaware corporation (*"NRG"*)

2. El Segundo, Inc., a Delaware corporation (*"Destec-ES"*), is a wholly-owned subsidiary of Destec Energy, Inc., a Delaware corporation (*"Destec"*).

3. Pursuant to a certain Acquisition and Project Development Agreement, dated November 21, 1997, as amended by the First Amendment to Acquisition and Project Development Agreement dated January 27, 1998 (the *"Preliminary Agreement"*), NRG and Destec agreed to form the Company (as defined below) for the purpose of acquiring, operating and owning the Project (as defined below).

4. On November 25, 1997, NRG-ES and Destec-ES executed a certain Limited Liability Company Agreement of El Segundo Power, LLC (the "Initial LLC Agreement").

5. As contemplated by Section 17(b) of the Initial LLC Agreement, NRG-ES and Destec-ES now desire to enter into this Agreement to amend and restate the Initial LLC Agreement and agree upon various other matters relating to the Company.

**ARTICLE 1**

1.01 ***Definitions***. As used in this Agreement, the following terms have the respective meanings set forth below or set forth in the Sections referred to below:

***AAA*** - Section 10.03(b).

***Acquisition*** – the Company's acquisition of the Project from SCE pursuant to the Asset Sale Agreement.

***Acquisition Date*** – the effective date of the Acquisition.

***Act*** - the Delaware Limited Liability Company Act, as amended.

***Administrative Services Agreement*** - Administrative Services Agreement between the Company and Destec and Destec Management Services, Inc., a Wholly-Owned Affiliate of Destec, relating to the business and administrative services for the ownership of the Project.

***Affected Member*** - Section 9.01.

***Affiliate*** - with respect to any Person, (a) each entity that such Person Controls; (b) each Person that Controls such Person, including, in the case of a Member, such Member's Parent; and (c) each entity that is under common Control with such Person, including, in the case of a Member, each entity that is Controlled by such Member's Parent. Affiliation shall have a corresponding meaning.

***Agreement*** - introductory paragraph.

***Alternate Representative*** - Section 6.02(a)(i).

***Arbitration Notice*** - Section 10.02.

***Arbitrator*** - Section 10.03(a).

***Asset Sale Agreement*** - Asset Sale Agreement, dated as of November 21, 1997, among SCE, Destec and NRG, and assigned by Destec and NRG to the Company, relating to the acquisition of the Project.

***Assignee*** - any Person that acquires a Membership Interest or any portion thereof through a Disposition; provided, however, that an Assignee shall have no right to be admitted to the Company as a Member except in accordance with Section 3.03(b)(ii).

***Bankruptcy*** **or** ***Bankrupt*** - with respect to any Person, that (a) such Person (i) makes a general assignment for the benefit of creditors; (ii) files a voluntary bankruptcy petition; (iii) becomes the subject of an order for relief or is declared insolvent in any federal or state bankruptcy or insolvency proceedings; (iv) files a petition or answer seeking for such Person a reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any Law; (v) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against such Person in a proceeding of the type described in subclauses (i) through (iv) of this clause (a); or (vi) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of such Person or of all or any substantial part of such Person's properties; or (b) against such Person, a proceeding seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any



Law has been commenced and 60 Days have expired without dismissal thereof or with respect to which, without such Person's consent or acquiescence, a trustee, receiver, or liquidator of such Person or of all or any substantial part of such Person's properties has been appointed and 60 Days have expired without the appointment having been vacated or stayed, or 60 Days have expired after the date of expiration of a stay, if the appointment has not previously been vacated.

***Budget*** - the annual budget for the Company that is approved by the Executive Committee, as such may be amended from time to time. The Budget shall cover both operating and capital items.

***Business Day*** - any day other than a Saturday, a Sunday, or a holiday on which national banking associations in Minneapolis, Minnesota or Houston, Texas are closed.

***Buyout Event*** - Section 9.01.

***Capital Account*** - the account to be maintained by the Company for each Member in accordance with Section 4.05.

***Capital Contribution*** - with respect to any Member, the amount of money and the net agreed value of any property (other than money) contributed to the Company by the Member. Any reference in this Agreement to the Capital Contribution of a Member shall include a Capital Contribution of its predecessors in interest.

***Cause*** - Section 6.03(d).

***Certified Public Accountants*** - a firm of independent public accountants selected from time to time by the Executive Committee.

***Change of Member Control*** - with respect to any Member, an event (such as a Disposition of voting securities) that causes such Member to cease to be Controlled by such Member's Parent; provided, however, that an event that causes either or both the Parents of an Initial Member to be Completely Controlled (or otherwise Controlled) by another Person shall not constitute a Change of Member Control.

***Claim*** - any and all judgments, claims, causes of action, demands, lawsuits, suits, proceedings, Governmental investigations or audits, losses, assessments, fines, penalties, administrative orders, obligations, costs, expenses, liabilities and damages (whether actual, consequential or punitive), including interest, penalties, reasonable attorney's fees, disbursements and costs of investigations, deficiencies, levies, duties and imposts.

***Code*** - the Internal Revenue Code of 1986, as amended.

***Company*** - El Segundo Power, LLC, a Delaware limited liability company.

***Complete Control*** - the possession, directly or indirectly, through one or more intermediaries, of both of the following:

(a) (i) in the case of a corporation, all of the outstanding voting securities thereof; (ii) in the case of a limited liability company, partnership, limited partnership or venture, the right to all of the distributions therefrom (including liquidating distributions); (iii) in the case of a trust or estate, including a business trust, all of the beneficial interest therein; and (iv) in the case of any other entity, all of the economic or beneficial interest therein; and

(b) in the case of any entity, the power and authority to completely control the management of the entity.

***Confidential Information*** - information and data (including all copies thereof) that is furnished or submitted by any of the Members or their Affiliates, whether oral (and if oral, reduced to writing and marked "confidential" within 10 Days of disclosure), written, or electronic, on a confidential basis to the other Members or their Affiliates in connection with the Company, and any and all of the activities and studies relating to the economics or performance of the Project and/or the Company performed pursuant to the Preliminary Agreement, the Initial LLC Agreement, or this Agreement, and the resulting information and data obtained from those studies. Notwithstanding the foregoing, the term "Confidential Information" shall not include any information that:

(a) is in the public domain at the time of its disclosure or thereafter (other than as a result of a disclosure directly or indirectly by a Member or its Affiliates in contravention of the Preliminary Agreement, the Initial LLC Agreement, or this Agreement);

(b) as to any Member, was in the possession of such Member or its Affiliates prior to the execution of the Preliminary Agreement; or

(c) is engineering information (for example, heat balance and capital cost information) that has been independently acquired or developed by a Member or its Affiliates without violating any of the obligations of such Member or its Affiliates under the Preliminary Agreement, the Initial LLC Agreement, or this Agreement.

***Control*** - the possession, directly or indirectly, through one or more intermediaries, of either of the following:

(a) (i) in the case of a corporation, 50% or more of the outstanding voting securities thereof; (ii) in the case of a limited liability company, partnership, limited partnership or venture, the right to 50% or more of the distributions therefrom (including liquidating distributions); (iii) in the case of a trust or estate, including a business trust, 50% or more of the beneficial interest therein; and (iv) in the case of any other entity, 50% or more of the economic or beneficial interest therein; or

(b) in the case of any entity, the power or authority, through ownership of voting securities, by contract or otherwise, to exercise a controlling influence over the management of the entity.

"Controlling" shall have a correlative meaning.

***Day*** - a calendar day; provided, however, that, if any period of Days referred to in this Agreement shall end on a Day that is not a Business Day, then the expiration of such period shall be automatically extended until the end of the first succeeding Business Day.

***Default*** - the failure of a Member to comply in any material respect with any of its material agreements, covenants or obligations under this Agreement; the failure of any representation or warranty made by a Member in this Agreement to have been true and correct in all material respects at the time it was made; or the failure of a Member, without justified cause, to take any action materially necessary for the progress of the Project consistent with or required by the terms of this Agreement (including participating in meetings or decisions).

***Default Rate*** - a rate per annum equal to the lesser of (a) a varying rate per annum equal to the sum of (i) the prime rate as published in *The Wall Street Journal,* with adjustments in that varying rate to be made on the same date as any change in that rate is so published, *plus* (ii) 3% per annum, or (b) the maximum rate permitted by Law.

***Deferred Amount*** - Section 9.03(c).

***Delaware Certificate*** - Section 2.01.

***Destec*** - Recital 2.

***Destec-ES*** - Recital 2.

***Dispose, Disposing* or *Disposition*** - with respect to any asset (including a Membership Interest or any portion thereof), a sale, assignment, transfer, conveyance, gift, exchange or other disposition of such asset, whether such disposition be voluntary, involuntary or by operation of Law, including the following: (a) in the case of an asset owned by a natural person, a transfer of such asset upon the death of its owner, whether by will, intestate succession or otherwise; (b) in the case of an asset owned by an entity, (i) a merger or consolidation of such entity (other than where such entity is the survivor thereof), (ii) a conversion of such entity into another type of entity, or (iii) a distribution of such asset, including in connection with the dissolution, liquidation, winding-up or termination of such entity (unless, in the case of dissolution, such entity's business is continued without the commencement of liquidation or winding-up); and (c) a disposition in connection with, or in lieu of, a foreclosure of an Encumbrance; but such terms shall not include the creation of an Encumbrance.

***Dispute*** - Section 10.01.

***Dispute Notice*** - Section 10.02.

***Disputing Member*** - Section 10.01.

***Dissolution Event*** - Section 11.01(a).

***Effective Date*** - introductory paragraph.

***Encumber, Encumbering,*** or ***Encumbrance*** - the creation of a security interest, lien, pledge, mortgage or other encumbrance, whether such encumbrance be voluntary, involuntary or by operation of Law.

***Energy Management Agreement*** - Energy Management Agreement between the Company and one or more Wholly-Owned Affiliates of Destec, relating to (a) the supply and management of natural gas requirements for the operation of the Project, and (b) the disposition of energy and capacity from the Project.

***Executive Committee*** - Section 6.02.

***Facilities Services Agreement*** - Facilities Services Agreement, dated as of the Acquisition Date, between the Company and SCE, relating to the Company's use of certain SCE facilities for a term of 99 years.

***Fair Market Value*** - Section 9.03.

***Fuel Transportation Agreement*** - Master Services Contract between the Company and Southern California Gas Company, and/or any other agreement relating to the intrastate transportation of natural gas to the Project.

***Governmental Authority*** (or ***Governmental***) - a federal, state, local or foreign governmental authority; a state, province, commonwealth, territory or district thereof; a county or parish; a city, town, township, village or other municipality; a district, ward or other subdivision of any of the foregoing; any executive, legislative or other governing body of any of the foregoing; any agency, authority, board, department, system, service, office, commission, committee, council or other administrative body of any of the foregoing; any court or other judicial body; and any officer, official or other representative of any of the foregoing.

***including*** - including, without limitation.

***Initial Member*** - NRG-ES or Destec-ES, as applicable.

***ISO*** - the California Independent System Operator, a California non-profit corporation.

***ISO Must-Run Agreement*** - Must-Run Agreement between the ISO and the Company (or SCE, and assigned to the Company), relating to the operation and dispatchability of the Project.

***Law*** - any applicable constitutional provision, statute, act, code (including the Code), law, regulation, rule, ordinance, order, decree, ruling, proclamation, resolution, judgment, decision, declaration, or interpretative or advisory opinion or letter of a Governmental Authority having valid jurisdiction.

***Lending Member*** - Section 4.02(a)(ii).

***Manager*** - Section 6.03.

***Member*** - any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but such term does not include any Person who has ceased to be a member in the Company.

***Membership Interest*** - with respect to any Member, (a) that Member's status as a Member; (b) that Member's share of the income, gain, loss, deduction and credits of, and the right to receive distributions from, the Company; (c) all other rights, benefits and privileges enjoyed by that Member (under the Act, this Agreement, or otherwise) in its capacity as a Member, including that Member's rights to vote, consent and approve and otherwise to participate in the

management of the Company, including through the Executive Committee; and (d) all obligations, duties and liabilities imposed on that Member (under the Act, this Agreement or otherwise) in its capacity as a Member, including any obligations to make Capital Contributions.

***Non-Contributing Member*** - Section 4.02(a).

***Non-Selling Member*** - Section 3.03(c)(i).

***NRG*** - Recital 1.

***NRG-ES***- Recital 1.

***Offer***- Section 3.03(c)(i).

***Offeror*** - Section 3.03(c)(i).

***Officer*** - any Person designated as an officer of the Company as provided in Section 6.02(j), but such term does not include any Person who has ceased to be an officer of the Company.

***O&M Agreement*** - Operation and Maintenance Agreement between the Company and NRG or a Wholly-Owned Affiliate of NRG, relating to the operation and maintenance of the Project upon termination or expiration of the SCE O&M Agreement.

***O&M Management Services Agreement*** - Operation and Management Services Agreement between the Company and NRG El Segundo Operations, Inc., a Wholly-Owned Affiliate of NRG, relating to the supervision of SCE's performance, and the discharge of the Company's responsibilities, under the SCE O&M Agreement.

***Operator*** - The named Operator under the SCE O&M Agreement or the O&M Agreement, as applicable.

***Outside Activities*** - Section 6.05(c).

***Parent*** - the Person that Controls a Member and that is not itself Controlled by any other Person, provided that in the case of the Initial Members, the "Parents" of the respective Initial Members are set forth on the attached Exhibit A.

***Permits*** - *all* permits, licenses, approvals or other actions of Governmental Authorities that are required for the ownership and operation of the Project, as contemplated by this Agreement.

***Person*** - the meaning assigned that term in Section 18-101(11) of the Act and also includes a Governmental Authority and any other entity.

***Preliminary Agreement*** - Recital 3.

***Project*** - (a) the 1,020 MW natural gas fired electricity generating plant located in El Segundo, California, (b) the Project Site, (c) all materials, supplies and equipment related to either of the foregoing, (d) the Project Agreements, and (e) the Permits.

***Project Agreements*** - the Fuel Transportation Agreement, the SCE O&M Contract, the O&M Management Services Agreement, the O&M Agreement, the Administrative Services Agreement, the Energy Management Agreement, the Asset Sale Agreement, the Facilities Services Agreement, the ISO Must-Run Agreement, and any other agreements required in connection with the acquisition, operation or ownership of the Project.

***Project Site*** - the parcel of land upon which the Project is located.

***Purchase Price*** - Section 9.03.

***Representative*** - Section 6.02(a)(i).

***SCE*** - Southern California Edison Company, a California corporation.

***SCE O&M Agreement*** - Operation and Maintenance Agreement, dated as of the Acquisition Date, between the Company and SCE, relating to the performance of Project operation and maintenance services for a period of two years.

***Securities Act*** - the Securities Act of 1933.

***Selling Member*** - Section 3.03(c)(i).

***Sharing Ratio*** - subject in each case to adjustments in accordance with this Agreement or in connection with Dispositions of Membership Interests, (a) in the case of a Member executing this Agreement as of the date of this Agreement or a Person acquiring such Member's Membership Interest, the percentage specified for that Member as its Sharing Ratio on the attached Exhibit A, and (b) in the case of Membership Interest issued pursuant to Section 3.04, the Sharing Ratio established pursuant thereto; provided, however, that the total of all Sharing Ratios shall always equal 100%.

***Sole Discretion*** - a Member's sole and absolute discretion, with or without cause, and subject to whatever limitations or qualifications the Member may impose.

***Tax Matters Member*** - Section 7.03(a).

***Term*** - Section 2.06.

***Terminated Member*** - Section 9.05.

***Transferred Interest*** - Section 3.03(c)(i).

***Treasury Regulations*** - the regulations (including temporary regulations) promulgated by the United States Department of the Treasury pursuant to and in respect of provisions of the Code. All references herein to sections of the Treasury Regulations shall include any corresponding provision or provisions of succeeding, similar or substitute, temporary or final Treasury Regulations.

***Wholly-Owned Affiliate*** - with respect to any Person, (a) each entity that such Person Completely Controls; (b) each Person that Completely Controls such Person, including, in the case of a Member, such Member's Parent; and (c) each entity that is under common Complete Control with such Person, including, in the case of a Member, each entity that is Completely Controlled by such Member's Parent.

***Working Capital Requirements*** - an amount equal to the operating cash requirements for the operation of the Project for the next 3 succeeding calendar months (excluding any capital expenditures) as determined by the operating cash expenditures planned for the next succeeding calendar quarter according to the Budget.

Other terms defined herein have the meanings so given them.

1.02 ***Construction***. Unless the context requires otherwise: (a) the gender (or lack of gender) of all words used in this Agreement includes the masculine, feminine, and neuter; (b) references to Articles and Sections refer to Articles and Sections of this Agreement; (c) references to Exhibits refer to the Exhibits attached to this Agreement, each of which is made a part hereof for all purposes; (d) references to Laws refer to such Laws as they may be amended from time to time, and references to particular provisions of a Law include any corresponding provisions of any succeeding Law; and (e) references to money refer to legal currency of the United States of America.

**ARTICLE 2**
**ORGANIZATION**

2.01 ***Formation.*** The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation, dated as of the Effective Date (the *"Delaware Certificate*"), with the Secretary of State of Delaware pursuant to the Act.

2.02 ***Name***. The name of the Company is "EI Segundo Power, LLC" and all Company business must be conducted in that name or such other names that comply with Law as the Executive Committee may select.

2.03 ***Registered Office; Registered Agent; Principal Office in the United States; Other Offices***. The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Delaware Certificate or such other office (which need not be a place of business of the Company) as the Executive Committee may designate in the manner provided by Law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Delaware Certificate or such other Person or Persons as the Executive Committee may designate in the manner provided by Law. The principal office of the Company in the United States shall be at such place as the Executive Committee may designate, which need not be in the State of Delaware, and the Company shall maintain records there or such other place as the Executive Committee shall designate and shall keep the street address of such principal office at the registered office of the Company in the State of Delaware, The Company may have such other offices as the Executive Committee may designate.

2.04 ***Purposes***. The purposes of the Company are to acquire, operate and own the Project; to enter into, and perform its obligations under, the Project Agreements; and to engage in any activities directly or indirectly relating thereto, including obtaining financing for the foregoing.

2.05 ***Foreign Qualification***. Prior to the Company's conducting business in any jurisdiction other than Delaware, the Executive Committee shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Executive Committee, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction. At the request of the Executive Committee, each Member shall execute, acknowledge, swear to, and deliver all certificates and other instruments conforming with this Agreement that are necessary or appropriate to qualify, continue, and terminate the Company as a foreign limited liability company in all such jurisdictions in which the Company may conduct business.

2.06 ***Term.*** The period of existence of the Company (the *"Term")* commenced on the Effective Date and shall end at such time as a certificate of cancellation is filed with the Secretary of State of Delaware in accordance with Section 11,04.

2.07 ***No State-Law Partnership***. The Members intend that the Company not be a partnership (including a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and state tax purposes, and this Agreement may not be construed to suggest otherwise.

**ARTICLE 3**
**MEMBERSHIP; DISPOSITIONS OF INTERESTS**

3.01 ***Initial Members***. The Initial Members are executing this Agreement as of the date of this Agreement as Members, each of which is admitted to the Company as a Member effective contemporaneously with the execution by such Person of this Agreement.

3.02 ***Representations, Warranties and Covenants***. Each Member hereby represents, warrants and covenants to the Company and each other Member that the following statements are true and correct as of the Effective Date and shall be true and correct at all times that such Member is a Member:

(a) that Member is duly incorporated, organized or formed (as applicable), validly existing, and (if applicable) in good standing under the Law of the jurisdiction of its incorporation, organization or formation; if required by applicable Law, that Member is duly qualified and in good standing in the jurisdiction of its principal place of business, if different from its jurisdiction of incorporation, organization or formation; and that Member has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and all necessary actions by the board of directors, shareholders, managers, members, partners, trustees, beneficiaries, or other applicable Persons necessary for the due authorization, execution, delivery, and performance of this Agreement by that Member have been duly taken;

(b) that Member has duly executed and delivered this Agreement and the other documents contemplated herein, and they constitute the legal, valid and binding obligation of that Member enforceable against it in accordance with their terms (except as may be limited by bankruptcy, insolvency or similar Laws of general application and by the effect of general principles of equity, regardless of whether considered at law or in equity); and

(c) that Member's authorization, execution, delivery, and performance of this Agreement does not and will not (i) conflict with, or result in a breach, default or violation of, (A) the organizational documents of such Member, (B) any contract or agreement to which that Member is a party or is otherwise subject, or



(C) any Law, order, judgment, decree, writ, injunction or arbitral award to which that Member is subject; or (ii) require any consent, approval or authorization from, filing or registration with, or notice to, any Governmental Authority or other Person, unless such requirement has already been satisfied.

3.03 ***Dispositions and Encumbrances of Membership Interests and Member Equity***.

(a) ***General Restriction.*** A Member may not Dispose of or Encumber all or any portion of its Membership Interest except in strict accordance with this Section 3.03. (References in this Section 3.03 to Dispositions or Encumbrances of a "Membership Interest" shall also refer to Dispositions or Encumbrances of a portion of a Membership Interest.) Any attempted Disposition or Encumbrance of a Membership Interest, other than in strict accordance with this Section 3.03, shall be, and is hereby declared, null and void *ab initio.* The Members agree that a breach of the provisions of this Section 3.03 may cause irreparable injury to the Company and to the other Members for which monetary damages (or other remedy at law) are inadequate in view of (i) the complexities and uncertainties in measuring the actual damages that would be sustained by reason of the failure of a Member to comply with such provisions and (ii) the uniqueness of the Company business and the relationship among the Members. Accordingly, the Members agree that the provisions of this Section 3.03 may be enforced by specific performance.

(b) ***Dispositions of Membership Interests.***

(i) ***General Restriction***. A Member may not Dispose of all or any portion of its Membership Interest except by complying with all of the following requirements:

(A) such Member must receive the unanimous consent of the non-Disposing Members, which consent may be granted or withheld by each of such other Members in their Sole Discretion; provided, however, that such consent need not be obtained if (1) the proposed Assignee is a Wholly-Owned Affiliate of the Disposing Member and (II) such proposed Assignee demonstrates to the reasonable satisfaction of the other Members that it has the ability to meet the financial and contractual commitments and other obligations of the Disposing Member, and

(B) such Member must comply with the requirements of Section 3.03(b)(iii) and, if the Assignee is to be admitted as a Member, Section 3.03(b)(ii).

(ii) ***Admission of Assignee as a Member***. An Assignee has the right to be admitted to the Company as a Member, with the Membership Interest (and attendant Sharing Ratio) so transferred to such Assignee, only if (A) the Disposing Member making the Disposition has granted the Assignee either (I) the

Disposing Member's entire Membership Interest or (II) the express right to be so admitted; and (B) such Disposition is effected in strict compliance with this Section 3.03.

(iii) ***Requirements Applicable to All Dispositions and Admissions***. In addition to the requirements set forth in Sections 3.03(b)(i) and 3.03(b)(ii), any Disposition of a Membership Interest and any admission of an Assignee as a Member shall also be subject to the following requirements, and such Disposition (and admission, if applicable) shall not be effective unless such requirements are complied with; provided, however, that the Executive Committee, in its sole and absolute discretion, may waive any of the following requirements:

(A) ***Disposition Documents***. The following documents must be delivered to the Executive Committee and must be satisfactory, in form and substance, to the Executive Committee:

(I) ***Disposition Instrument***. A copy of the instrument pursuant to which the Disposition is effected.

(II) ***Ratification of this Agreement***. An instrument, executed by the Disposing Member and its Assignee, containing the following information and agreements, to the extent they are not contained in the instrument described in Section 3.03(b)(iii)(A)(I): (I) the notice address of the Assignee; (2) if applicable, the Parent of the Assignee; (3) the Sharing Ratios after the Disposition of the Disposing Member and its Assignee (which together must total the Sharing Ratio of the Disposing Member before the Disposition); (4) the Assignee's ratification of this Agreement and agreement to be bound by it, and its confirmation that the representations and warranties in Section 3.02 are true and correct with respect to it; (5) the Assignee's ratification of all of the Project Agreements and agreement by be bound by them, to the same extent that the Disposing Member was bound by them prior to the Disposition; and (6) representations and warranties by the Disposing Member and its Assignee (aa) that the Disposition and admission is being made in accordance with all applicable Laws, and (bb) that the matters set forth in Sections 3.03(b)(iii)(A)(III) and (IV) are true and correct.

(III) ***Securities Law Opinion***. Unless the Membership Interest subject to the Disposition is registered under the Securities Act and any applicable state securities Law, or the proposed Assignee is a Wholly-Owned Affiliate as described in 3.03(b)(i)(A) above, a favorable opinion of the Company's legal counsel, or of other legal counsel acceptable to the Executive

Committee, to the effect that the Disposition and admission is being made pursuant to a valid exemption from registration under those Laws and in accordance with those Laws.

(IV) ***Tax Opinion***. A favorable opinion of the Certified Public Accountants, or of other certified public accountants acceptable to the Executive Committee, to the effect that the Disposition would not result in the Company's being considered to have terminated within the meaning of Code Section 708.

(B) ***Payment of Expenses***. The Disposing Member and its Assignee shall pay, or reimburse the Company for, all reasonable costs and expenses incurred by the Company in connection with the Disposition and admission, including the legal fees incurred in connection with the legal opinions referred to in Sections 3.03(b)(iii)(A)(III) and (IV), on or before the tenth Day after the receipt by that Person of the Company's invoice for the amount due.

(C) ***No Release***. No Disposition of a Membership Interest shall effect a release of the Disposing Member from any liabilities to the Company or the other Members arising from events occurring prior to the Disposition.

(c) ***Disposition Resulting in Change of Member Control***.

(i) In the event a Change of Member Control is contemplated in that a Person with a direct or indirect Controlling equity interest in a Member receives a valid and binding third party offer (the "Offer") for a Controlling interest in such Member (the "Transferred Interest"), such Member (the "Selling Member") shall give notice in writing to the other Members (the "Non-Selling Members"), enclosing a true copy of the Offer. Such notice shall describe the material terms and conditions of the Offer, including without limitation the proposed purchase price, the amount and kind of consideration to be paid and the identity of the offeror (the "Offeror"). The Non-Selling Members shall have a right, exercisable by giving notice to the Selling Member (with a copy to each Non-Selling Member) within 10 Days of receipt of such notice, to purchase a percentage of the Transferred Interest. Said percentage shall be equal to the ratio of the Sharing Ratio of each such Non-Selling Member to the sum of all Sharing Ratios of all Non-Selling Members.

(ii) The Company shall inform the Non-Selling Members if they have not elected unanimously to purchase either a portion of the Transferred Interest pursuant to clause (i) or in some other agreed-upon portion. They shall then have five (5) days to agree to buy all of the Transferred Interest for the proposed purchase price on the terms set forth in the Offer. If an agreement is reached, the participating Non-Selling Members shall take such actions as are reasonably necessary to close the transaction as soon as

possible but no later than 20 Days after all necessary governmental approvals have been obtained or otherwise satisfied. At such closing, the Selling Member shall, and hereby covenants to, transfer the Transferred Interest free and clear of any and all Encumbrances other than Encumbrances arising out of related financing, or Encumbrances arising out of the Company's financing of the Project.

(iii) If the Non-Selling Members do not agree to buy all of the Transferred Interest by the end of the 5 day period, then the Selling Member shall have 60 days thereafter to sell the Transferred Interest to the Offerer on the terms stated in the notice.

(iv) After the expiration of the time periods for the closing of a purchase or transfer set forth in this Section 3.03(c), no Change of Member Control may occur except by a Transferring Member submitting another notice of proposed Change of Member Control and following the procedures set forth in this Section 3.03(c).

(v) Any Change of Member Control must also comply with Section 3.03(b)(iii).

(vi) Any attempted Change of Control, other than in strict accordance with this Section 3.03(c), shall be, and is hereby declared, null and void *ab initio*. The Members agree that a breach of the provisions of this Section 3.03(c) may cause irreparable injury to the Company and to the other Members for which monetary damages (or other remedy at law) are inadequate in view of (A) the complexities and uncertainties in measuring the actual damages that would be sustained by reason of the failure of a Member to comply with such provisions and (B) the uniqueness of the Company business and the relationship among the Members. Accordingly, the Members agree that the provisions of this Section 3.03(c) may be enforced by specific performance.

(d) ***Other Disposition of Interest in Member***.

(i) Any direct or indirect Disposition of an equity interest in a Member, including in a Person that controls such Member (other than in such Member's Parent, or Parents, in the case of the Initial Members), which Disposition is less than that which constitutes a Change of Member Control, requires the consent of the other Members, which consent shall not be unreasonably withheld by such other Members, provided that a Member shall not be deemed unreasonable in withholding its consent if the proposed assignee of the subject equity interest is, or is an Affiliate (including without limitation a Wholly-Owned Subsidiary) of, a direct competitor of such Member in the independent power generation and/or marketing business, and consent is being withheld for legitimate business or strategic reasons. Notwithstanding the foregoing, such consent need not be obtained if (A) the proposed assignee of the equity interest is a wholly-owned Affiliate of the Member in which the interest is to be directly or indirectly Disposed, and (B) such proposed assignee demonstrates to the reasonable satisfaction of the other Members that it has the ability to meet the financial and contractual commitments and other obligations

of the Member in which the Disposition is contemplated. Any direct or indirect Disposition of an equity interest in a Member must also comply with the requirements of Section 3.03(b)(iii).

(ii) Any attempted direct or indirect Disposition of an Equity Interest in a Member, which Disposition does not constitute a Change of Control, other than in strict accordance with this Section 3.03(d), shall be, and is hereby declared, null and void *ab initio*. The Members agree that a breach of the provisions of this Section 3.03(d) may cause irreparable injury to the Company and to the other Members for which monetary damages (or other remedy at law) are inadequate in view of (A) the complexities and uncertainties in measuring the actual damages that would be sustained by reason of the failure of a Member to comply with such provisions and (B) the uniqueness of the Company business and the relationship among the Members. Accordingly, the Members agree that the provisions of this Section 3.03(d) may be enforced by specific performance.

(e) ***Encumbrances of Membership Interest and Member Equity***. A Member may not Encumber its Membership Interest, or permit an Encumbrance against the equity interests in such Member or in a Person that Controls such Member (other than interests in such Member's Parent, or Parents, in the case of the Initial Members), without the unanimous consent of the non-Encumbering Members, which may be granted or withheld in their sole discretion. If such unanimous consent is granted, a Member may Encumber its Membership Interest (or suffer an Encumbrance against the equity interests in such Member or in Persons that Control such Member), only if the instrument creating such Encumbrance provides that any foreclosure of such Encumbrance (or Disposition in lieu of such foreclosure) must comply with the requirements of Section 3-03(b), unless waived by the other Members.

3.04 ***Creation of Additional Membership Interest***. Additional Membership Interests may be created and issued to existing Members or to other Persons, and such other Persons may be admitted to the Company as Members, with the unanimous consent of the existing Members, on such terms and conditions as the existing Members may unanimously determine at the time of admission. The terms of admission or issuance must specify the Sharing Ratios applicable thereto and may provide for the creation of different classes or groups of Members having different rights, powers, and duties. The Executive Committee may reflect the creation of any new class or group in an amendment to this Agreement indicating the different rights, powers, and duties. Any such admission is effective only after the new Member has executed and delivered to the Members an instrument containing the notice address of the new Member, the Assignee's ratification of this Agreement and agreement to be bound by it, and its confirmation that the representations and warranties in Section 3.02 are true and correct with respect to it. The provisions of this Section 3.04 shall not apply to Dispositions of Membership Interests or admissions of Assignees in connection therewith, such matters being governed by Section 3.03.

3.05 ***Access to Information***. Each Member shall be entitled to receive any information that it may reasonably request concerning the Company; provided, however, that this Section 3.05 shall not obligate the Company, the Executive Committee to create any information that does not already exist at the time of such request (other than to convert existing information from one medium to another, such as providing a printout of information that is stored in a computer database). Each Member shall also have the right, upon reasonable notice, and at all reasonable times during usual business hours to inspect the properties of the Company and to audit, examine and make copies of the books of account and other records of the Company. Such right may be exercised through any agent or employee of such Member designated in writing by it or by an independent public accountant, engineer, attorney or other consultant so designated. The Member making the request shall bear all costs and expenses incurred in any inspection, examination or audit made on such Member's behalf. Moreover, the Member making the request shall indemnify the Company and its Members for any and all Claims arising out of or related to any activities of Member's agent, employee, independent public accountant, engineer, attorney or other consultant while present at and traveling to and from the Project. Confidential Information obtained pursuant to this Section 3.05 shall be subject to the provisions of Section 3.06.

3.06 ***Confidential Information.*** (a) Except as permitted by Section 3.06(b), (i) each Member shall keep confidential all Confidential Information and shall not disclose any Confidential Information to any Person, including any of its Affiliates, and (ii) each Member shall use the Confidential Information only in connection with the Company.

(b) Notwithstanding Section 3.06(a), but subject to the other provisions of this Section 3.06, a Member may make the following disclosures and uses of Confidential Information:

(i) disclosures to another Member in connection with the Company;

(ii) disclosures and uses that are approved by the Executive Committee;

(iii) disclosures to a Wholly-Owned Affiliate of such Member, if such Wholly-Owned Affiliate has agreed to abide by the terms of this Section 3.06;

(iv) disclosures to a Person that is not a Member or an Affiliate of a Member, if such Person has been retained to provide services by the Member in connection with the Company or such Member's Membership Interest and has agreed to abide by the terms of this Section 3.06;

(v) disclosures to lenders, potential lenders or other Persons providing financing for the Project, potential equity purchasers, if such Persons have agreed to abide by the terms of this Section 3.06;

(vi) disclosures to SCE, ISO, and their consultants and representatives;

(vii) disclosures to Governmental Authorities that are necessary to operate the Project consistent with the Project Agreements;

(viii) disclosures that a Member is legally compelled to make by deposition, interrogatory, request for documents, subpoena, civil investigative demand, order of a court of competent jurisdiction, or similar process, or otherwise by Law or securities exchange requirements; provided, however, that prior to any such disclosure, such Member shall, to the extent legally permissible:

(A) provide the Executive Committee with prompt notice of such requirements so that one or more of the Members may seek a protective order or other appropriate remedy or waive compliance with the terms of Section 3.06(a);

(B) consult with the Executive Committee on the advisability of taking steps to resist or narrow such disclosure; and

(C) cooperate with the Executive Committee and with the other Members in any attempt one or more of them may make to obtain a protective order or other appropriate remedy or assurance that confidential treatment will be afforded the Confidential Information; and in the event such protective order or other remedy is not obtained, or the other Members waive compliance with the provisions hereof, such Member agrees (I) to furnish only that portion of the Confidential Information that the other Members are advised by counsel to the disclosing Member is legally required and (II) to exercise all reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

(c) Each Member shall take such precautionary measures as may be required to ensure (and such Member shall be responsible for) compliance with this Section 3.06 by any of its Affiliates, and its and their directors, officers, employees and agents, and other Persons to which it may disclose Confidential Information in accordance with this Section 3.06.

(d) A Terminated Member shall promptly destroy (and provide a certificate of destruction to the Company with respect to) or return to the Company, as directed by the Executive Committee, all Confidential Information in its possession. Notwithstanding the immediately-preceding sentence, a Terminated Member may, subject to the other provisions of this Section 3.06, retain and use Confidential Information for the limited purpose of preparing such Terminated Member's tax returns and defending audits, investigations and proceedings relating thereto.

(e) The Members agree that no adequate remedy at law exists for a breach or threatened breach of any of the provisions of this Section 3.06, the continuation of which unremedied will cause the Company and the other Members to suffer irreparable harm. Accordingly, the Members agree that the Company and the other Members shall be entitled, in addition to other remedies that may be available to them, to immediate injunctive relief from any breach of any of the provisions of this Section 3.06 and to specific performance of their rights hereunder, as well as to any other remedies available at law or in equity.

(f) The obligations of the Members under this Section 3.06 shall terminate on the third anniversary of the end of the Term.

3.07 ***Liability to Third Parties***. No Member shall be liable for the debts, obligations or liabilities of the Company, unless such liability is expressly agreed to in writing by such Member.

3.08 ***Withdrawal***. *A* Member may not withdraw or resign from the Company.

**ARTICLE 4**
**CAPITAL CONTRIBUTIONS**

4.01 ***Capital Contributions***. Without creating any rights in favor of any third party, each Member shall contribute to the Company, in cash, on or before the date specified as hereinafter described, that Member's Sharing Ratio of all monies that in the judgment of the Executive Committee are necessary to enable the Company to acquire the Project from SCE and to cause the assets of the Company to be properly operated and maintained and to discharge its costs, expenses, obligations, and liabilities, including without limitation its Sharing Ratio of the purchase price set forth in the Asset Sale Agreement, and its Sharing Ratio of Working Capital Requirements in order to bring current Company bank accounts to an amount equal to the Working Capital Requirements, as more particularly described in Section 5.01 below. The Executive Committee shall notify each other Member of the need for Capital Contributions pursuant to this Section 4.01 when appropriate, which notice must include a statement in reasonable detail of the proposed uses of the Capital Contributions and a date (which date may be no earlier than the fifth Business Day following each Member's receipt of its notice) before which the Capital Contributions must be made. Notices for Capital Contributions must be made to all Members in accordance with their Sharing Ratios.

Notwithstanding anything contained herein, pursuant to Article VII of the Preliminary Agreement, the Members agree that the Company shall reimburse NRG or Destec, as applicable, for all Third Party Costs (as defined in the Preliminary Agreement) incurred by NRG or Destec (and their respective Affiliates) prior to the Acquisition Date.

4.02 ***Failure to Contribut.*** (a) If a Member does not contribute, within 10 Days of the date required, all or any portion of a Capital Contribution that Member is required to make as provided in this Agreement, the other Members may cause the Company to exercise, on notice to that Member (the *"Non-Contributing Member"),* one or more of the following remedies:

(i) taking such action (including court proceedings) as the other Members may deem appropriate to obtain payment by the Non-Contributing Member of the portion of the Non-Contributing Member's Capital Contribution that is in default, together with interest thereon at the Default Rate from the date that the Capital Contribution was due until the date that it is made, all at the cost and expense of the Non-Contributing Member;

(ii) permitting the other Members in proportion to their Sharing Ratios or in such other percentages as they may agree (the *"Lending Member,"* whether one or more), to advance the portion of the Non-Contributing Member's Capital Contribution that is in default, with the following results:

(A) the sum advanced constitutes a loan from the Lending Member to the Non-Contributing Member and a Capita! Contribution of that sum to the Company by the Non-Contributing Member pursuant to the applicable provisions of this Agreement,

(B) the principal balance of the loan and all accrued unpaid interest thereon is due and payable in whole on the tenth Day after written demand therefor by the Lending Member to the Non-Contributing Member,

(C) the amount lent bears interest at the Default Rate from the Day that the advance is deemed made until the date that the loan, together with all interest accrued on it, is repaid to the Lending Member,

(D) all distributions from the Company that otherwise would be made to the Non-Contributing Member (whether before or after dissolution of the Company) instead shall be paid to the Lending Member until the loan and all interest accrued on it have been paid in full to the Lending Member (with payments being applied first to accrued and unpaid interest and then to principal),

(E) the payment of the loan and interest accrued on it is secured by a security interest in the Non-Contributing Member's Membership Interest, as more fully set forth in Section 4.02(b), and

(F) the Lending Member has the right, in addition to the other rights and remedies granted to it pursuant to this Agreement or available to

it at Law or in equity, to take any action (including court proceedings) that the Lending Member may deem appropriate to obtain payment by the Non-Contributing Member of the loan and all accrued and unpaid interest on it, at the cost and expense of the Non-Contributing Member;

(iii) exercising the rights of a secured party under the Uniform Commercial Code of the State of Delaware, as more fully set forth in Section 4.02(b); or

(iv) exercising any other rights and remedies available at Law or in equity.

In addition, the failure to make such contributions shall constitute a Default by the Non-Contributing Member, and the other Members shall have the rights set forth in Article 9 with respect to such Default.

(b) Each Member grants to the Company, and to each Lending Member with respect to any loans made by the Lending Member to that Member as a Non-Contributing Member pursuant to Section 4.02(a)(ii), as security, equally and ratably, for the payment of all Capital Contributions that Member has agreed to make and the payment of all loans and interest accrued on them made by Lending Members to that Member as a Non-Contributing Member pursuant to Section 4.02(a)(ii), a security interest in and a general lien on its Membership Rights and the proceeds thereof, all under the Uniform Commercial Code of the State of Delaware. On any default in the payment of a Capital Contribution or in the payment of such a loan or interest accrued on it, the Company or the Lending Member, as applicable, is entitled to all the rights and remedies of a secured party under the Uniform Commercial Code of the State of Delaware with respect to the security interest granted in this Section 4.02(b). Each Member shall execute and deliver to the Company and the other Members all financing statements and other instruments that the Lending Member may request to effectuate and carry out the preceding provisions of this Section 4.02(b). At the option of a Lending Member, this Agreement or a carbon, photographic, or other copy hereof may serve as a financing statement.

4.03 ***Loans***. If the Company does not have sufficient cash to pay its obligations, any Member(s) that may agree to do so with the consent of the Executive Committee may advance all or part of the needed funds to or on behalf of the Company. An advance described in this Section 4.03 constitutes a loan from the Member to the Company, bears interest at a rate determined by the Executive Committee from the date of the advance until the date of payment, and is not a Capital Contribution.

4.04 ***Return of Contributions***. Except as expressly provided herein, a Member is not entitled to the return of any part of its Capital Contributions or to be paid interest in respect of either its Capital Account or its Capital Contributions. An unrepaid Capital Contribution is not a liability of the Company or of any Member. A Member is not



required to contribute or to lend any cash or property to the Company to enable the Company to return any Member's Capital Contributions.

4.05 ***Capital Accounts***. A Capital Account shall be established and maintained for each Member. Each Member's Capital Account shall be increased by (a) the amount of money contributed by that Member to the Company, (b) the fair market value of property contributed by that Member to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under Section 752 of the Code), and (c) allocations to that Member of Company income and gain (or items thereof), including income and gain exempt from tax and income and gain described in Treasury Regulation Section 1.704-1(b)(2)(iv)(g), but excluding income and gain described in Treasury Regulation Section 1.704-l(b)(4)(i), and shall be decreased by (d) the amount of money distributed to that Member by the Company, (e) the fair market value of property distributed to that Member by the Company (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under Section 752 of the Code), (f) allocations to that Member of expenditures of the Company described (or treated as described) in Section 705(a)(2)(B) of the Code, and (g) allocations of Company loss and deduction (or items thereof), including loss and deduction described in Treasury Regulation Section 1.704-1 (b)(2)(iv)(g), but excluding items described in (f) above and loss or deduction described in Treasury Regulation Section 1.704-l(b)(4)(i) or 1.704-l(b)(4)(iii). The Members' Capital Accounts shall also be maintained and adjusted as permitted by the provisions of Treasury Regulation Section 1.704-l(b)(2)(iv)(f) and as required by the other provisions of Treasury Regulation Sections 1.704-1(b)(2)(iv) and 1.704-l(b)(4), including adjustments to reflect the allocations to the Members of depreciation, depletion, amortization, and gain or loss as computed for book purposes rather than the allocation of the corresponding items as computed for tax purposes, as required by Treasury Regulation Section 1.704-1 (b)(2)(iv)(g). Thus, the Members' Capital Accounts shall be increased or decreased to reflect a revaluation of the Company's property on its books based on the fair market value of the Company's property on the date of adjustment immediately prior to (A) the contribution of money or other property to the Company by a new or existing Member as consideration for a Membership Interest or an increased Sharing Ratio, (B) the distribution of money or other property by the Company to a Member as consideration for a Membership Interest, or (C) the liquidation of the Company. A Member that has more than one Membership Interest shall have a single Capital Account that reflects all such Membership Interests, regardless of the class of Membership Interests owned by such Member and regardless of the time or manner in which such Membership Interests were acquired. Upon the Disposition of all or a portion of a Membership Interest, the Capital Account of the Disposing Member that is attributable to such Membership Interest shall carry over to the Assignee in accordance with the provisions of Treasury Regulation Section 1.704-1 (b)(2)(iv)(l).

**ARTICLE 5**
**DISTRIBUTIONS AND ALLOCATIONS**

5.01 ***Distributions or Requests for Capital Contributions***. Distributions to the Members shall be made only to all simultaneously in proportion to their respective Sharing Ratios (at the time the amounts of such distributions are determined) and in such aggregate amounts and at such times as shall be determined by the Executive Committee. The Executive Committee shall endeavor to distribute to the Members, on or before the end of each calendar quarter, or more often if approved by the Executive Committee, the estimated amount of any cash available for such calendar quarter (net of any adjustments, if any, made to reflect the actual cash available for the preceding calendar quarter) in excess of the Working Capital Requirements balance, or shall request Capital Contributions pursuant to Section 4.01 for any amount required to bring current cash available in the Company bank accounts to an amount equal to the Working Capital Requirements, as applicable. If additional cash is needed to supplement the Company bank accounts, as aforesaid, each Member agrees to pay its Sharing Ratio of such amount within 10 working Days of its receipt of a request for same. Any cash in excess of the Working Capital Requirements shall be distributed to the Members based on their respective Sharing Ratios. At the time a quarterly (or other) distribution is made, each Member shall have the option to fund its share of any Working Capital Requirements as a Capital Contribution instead of having such amounts deducted from the quarterly distributions distributed to the Members, in which event, such Member's distribution shall be increased by an amount equal to its Sharing Ratio of the Working Capital Requirements amount contained in the Company's bank accounts prior to depositing any Capital Contributions from the Member(s) who elect to fund its/their share of such Working Capital Requirements. The funding of any such Working Capital Requirements shall be made on or prior to the distribution to such Member.

5.02 ***Distributions on Dissolution and Winding Up***. Upon the dissolution and winding up of the Company, after adjusting the Capital Accounts for all distributions made under Section 5.01 and all allocations under Article 5, all available proceeds distributable to the Members as determined under Section 11.02 shall be distributed to all of the Members to the extent of the Members' positive Capital Account balances.

5.03 ***Allocation.*** (a) For purposes of maintaining the Capital Accounts pursuant to Section 4.05 and for income tax purposes, except as provided in Section 5.03(b), each item of income, gain, loss, deduction and credit of the Company shall be allocated to the Members in accordance with their Sharing Ratios.

(b) For income tax purposes, income, gain, loss, and deduction with respect to property contributed to the Company by a Member or revalued pursuant to Treasury Regulation Section 1.704-l(b)(2)(iv)(f) shall be allocated among the Members in a manner that takes into account the variation between the adjusted tax basis of such property and its book value, as required by Section 704(c) of the Code and Treasury

Regulation Section 1.704-l(b)(4)(i), using the remedial allocation method permitted by Treasury Regulation Section 1.704-3(d).

(c) With respect to allocations of non-recourse liabilities of the Company, each Member shall bear the corresponding tax burden of including relief from those liabilities in their amount realized upon disposition of property encumbered by the non-recourse debt.

5.04 ***Varying Interests***. All items of income, gain, loss, deduction or credit shall be allocated, and all distributions shall be made, to the Persons shown on the records of the Company to have been Members as of the last calendar day of the period for which the allocation or distribution is to be made. Notwithstanding the foregoing, if during any taxable year there is a change in any Member's Sharing Ratio, the Members agree that their allocable shares of such items for the taxable year shall be determined on any method determined by the Executive Committee to be permissible under Code Section 706 and the related Treasury Regulations to take account of the Members' varying Sharing Ratios.

5.05 ***Qualified Income Offset***

(a) Notwithstanding Section 5.03 hereof, if the allocation of loss or deduction (or any item thereof) would cause or increase a negative balance in a Member's capital account as of the end of the fiscal year of the Company to which such allocation relates, such allocation will be reallocated to the other Members to the extent necessary to avoid causing or increasing, as the case may be, a negative balance in such Member's capital account or in any other Member's capital account. For purposes of determining whether an allocation causes or increases a negative balance in a capital account, such Member's capital account shall also be reduced for:

(i) distributions that, as of the end of such fiscal year, reasonably are expected to be made to such Member to the extent that they exceed offsetting increases to such Member's capital account that reasonably are expected to occur during (or prior to) the fiscal years in which such distributions are reasonably expected to be made (other than increases pursuant to the minimum gain chargeback provision described in Section 5.06 hereof); and

(ii) allocations of loss and deduction that, as of the end of such fiscal year, reasonably are expected to be made to such Member pursuant to Sections 704(c)(2) and 706(d) of the Code and Treasury Regulation Section 1.751-1(b)(2)(ii).

(b) Notwithstanding Section 5.03 hereof, if a Member unexpectedly receives an adjustment, allocation, or distribution described in clauses (i) or (ii) of

Section 5.05(a) hereof and if such adjustment, allocation or distribution had been anticipated it would have altered allocations in accordance with Section 5.05(a) hereof, the Member shall be allocated items of income and gain (consisting of a pro rata portion of each item of Company income, including gross income, and gain for each fiscal year) in an amount and manner sufficient to eliminate such negative balance in such Member's capital account as quickly as possible. If allocations to more than one Member are required under this Section 5.0S(b) and there is sufficient income or gain to eliminate fully all such negative balances, such income and gain will be allocated to such Members in proportion to their negative capital account balances.

(c) Any allocation of items of income or gain pursuant to Section 5. 05(b) or 5.06 hereof shall be taken into account in computing subsequent allocations of income, gain, loss, or deductions pursuant to Section 5.03 hereof, so that the aggregate income or loss allocated to each Member pursuant to Section 5.03 hereof shall, to the extent possible and to the extent not inconsistent with other provisions of this Section 5.05 or with Section 5.06 hereof, be equal to such aggregate amount that would have been allocated to each such Member pursuant to the provisions of Section 5.03 hereof if, in the case of allocations pursuant to Section 5.05(b) hereof, such unexpected adjustment, allocations or distributions had not occurred, or in the case of Section 5.06 hereof, there was no minimum gain chargeback.

5.06 ***Minimum Gain Chargeback***. Notwithstanding Section 5.03 hereof, if there is a net decrease in minimum gain (computed in accordance with Treasury Regulation Section 1.704-2(d)) ("Minimum Gain") during any fiscal year, all Members with negative capital account balances at the end of such fiscal year (computed after taking into account such net decrease) will be allocated, before any other allocations are made for such fiscal year, items of income and gain for such fiscal year (and, if necessary for subsequent fiscal years) in the amounts and in the proportions needed to eliminate such negative capital account balances as quickly as possible. For purposes of the preceding sentence, Members' negative capital account balances shall be increased for the items described in clauses (i) and (ii) of Section 5.05(a) hereof. The Minimum Gain chargeback allocated in accordance with this Section 5.06 shall consist first of gains recognized from the disposition of items of property subject to one or more nonrecourse liabilities to the extent of the decrease in Minimum Gain attributable to the disposition of such items of property, with the remainder of such Minimum Gain chargeback, if any, made up of a pro rata portion of the Company's other items of income and gain for such fiscal year. If, however, the gains from the disposition of items of property subject to nonrecourse liabilities exceed the amount of Minimum Gain to be charged back pursuant to this Section 5.06, a proportional share of each such gain shall constitute a part of the Minimum Gain chargeback. The rules of this Section 5.06 shall be applied before the rules of Section 5.03 hereof.

5.07 ***Member Services or Use of Member Property***. All transactions involving services rendered by a Member or use of property owned by a Member shall be governed by Section 707(a) of the Code and the Treasury Regulations promulgated thereunder.

## ARTICLE 6
## MANAGEMENT

6.01 ***Management by Members***. Except as described below in Section 6.03, the management of the Company is fully vested in the Members, acting exclusively in their membership capacities. To facilitate the orderly and efficient management of the Company, the Members shall act (a) collectively as a "committee of the whole" (named the Executive Committee) pursuant to Section 6.02, (b) through the delegation of responsibility and authority to the Manager pursuant to Section 6.03, and (c) through the delegation from time to time of certain responsibility and authority to particular Members pursuant to Section 6.04. No Member has the right, power or authority to act for or on behalf of the Company, to do any act that would be binding on the Company, or to incur any expenditures on behalf of the Company, except in accordance with the immediately preceding sentence. Decisions or actions taken in accordance with the provisions of this Agreement shall constitute decisions or actions by the Company and shall be binding on each Member, Representative, Officer and employee of the Company.

6.02 ***Executive Committee***. The Members shall act collectively through meetings as a "committee of the whole," which is hereby named the *"Executive Committee."* The Executive Committee shall conduct its affairs in accordance with the following provisions and the other provisions of this Agreement:

(a) ***Representatives.***

(i) ***Designation***. To facilitate the orderly and efficient conduct of Executive Committee meetings, each Member shall notify the other Members, from time to time, of the identity of two of its officers, employees or agents who will represent it at such meetings (each a *"Representative* "). In addition, each Member may (but shall have not obligation to) notify the other Members, from time to time, of the identity of other officers, employees or agents who will represent it at any meeting that the Member's Representatives are unable to attend (each an *"Alternate Representative").* (The term *"Representative "* shall also refer to any Alternate Representative that is actually performing the duties of the applicable Representative.). The initial Representatives of each Member, are set forth on Exhibit A attached hereto. A Member may designate different Representatives or Alternate Representatives for any meeting of the Executive Committee by notifying each of the other Members at least three Business Days prior to the scheduled date for such meeting; provided, however, that if giving such advance notice is not

feasible, then such new Representatives or Alternate Representatives shall present written evidence of their authority at the commencement of such meeting.

(ii) ***Authority***. Each Representative shall have the full authority to act on behalf of the Member that designated such Representative; the action of a Representative at a meeting (or through a written consent) of the Executive Committee shall bind the Member that designated such Representative; and the other Members shall be entitled to rely upon such action without further inquiry or investigation as to the actual authority (or lack thereof) of such Representative. In addition, the act of an Alternate Representative shall be deemed the act of the Representative for which such Alternate Representative is acting, without the need to produce evidence of the absence or unavailability of such Representative.

(iii) ***DISCLAIMER OF DUTIES; INDEMNIFICATION.*** EACH REPRESENTATIVE SHALL REPRESENT, AND OWE DUTIES TO, ONLY THE MEMBER THAT DESIGNATED SUCH REPRESENTATIVE (THE NATURE AND EXTENT OF SUCH DUTIES BEING AN INTERNAL CORPORATE AFFAIR OF SUCH MEMBER), AND NOT TO THE COMPANY, ANY OTHER MEMBER OR REPRESENTATIVE, OR ANY OFFICER OR EMPLOYEE OF THE COMPANY. THE PROVISIONS OF SECTION 6.06 SHALL ALSO INURE TO THE BENEFIT OF EACH MEMBER'S REPRESENTATIVES. THE COMPANY SHALL INDEMNIFY, PROTECT, DEFEND, RELEASE AND HOLD HARMLESS EACH REPRESENTATIVE FROM AND AGAINST ANY CLAIMS ASSERTED BY OR ON BEHALF OF ANY PERSON (INCLUDING ANOTHER MEMBER), OTHER THAN THE MEMBER THAT DESIGNATED SUCH REPRESENTATIVE, THAT ARISE OUT OF, RELATE TO OR ARE OTHERWISE ATTRIBUTABLE TO, DIRECTLY OR INDIRECTLY, SUCH REPRESENTATIVE'S SERVICE ON THE EXECUTIVE COMMITTEE, EXCEPT THOSE CLAIMS ARISING OUT OF THE FRAUD OR WILLFUL MISCONDUCT OF SUCH REPRESENTATIVE.

(iv) ***Attendance***. Each Member shall use all reasonable efforts to cause its Representatives or Alternate Representatives to attend each meeting of the Executive Committee, unless its Representatives are unable to do so because of a "force majeure" event or other event beyond his reasonable control, in which event such Member shall use all reasonable efforts to cause its Representatives or Alternate Representatives to participate in the meeting by telephone pursuant to Section 6.02(h).

(b) ***Chairman and Secretary***. One of the Representatives will be designated as Chairman of the Executive Committee, in accordance with this Section 6.02(b), to preside over meetings of the Executive Committee. Until the first anniversary of the Effective Date, the Chairman shall be a Representative designated by Destec-ES. Thereafter, the Chairmanship shall be rotated on an annual basis among the Representatives of the Members, with such rotation proceeding in inverse order of Sharing Ratios (and alphabetically among Members with identical Sharing Ratios), and with Destec-ES being excluded from the first round of rotation. Any Member may waive its right to the Chairmanship. The Executive Committee shall also designate a Secretary of the Executive Committee, who need not be a Representative.

(c) ***Procedures***. The Secretary of the Executive Committee shall maintain written minutes of each of its meetings, which shall be submitted for approval no later than the next regularly-scheduled meeting. The Executive Committee may adopt whatever rules and procedures relating to its activities as it may deem appropriate, provided that such rules and procedures shall not be inconsistent with or violate the provisions of this Agreement.

(d) ***Time and Place of Meetings***. The Executive Committee shall meet quarterly, subject to more or less frequent meetings upon approval of the Executive Committee. Notice of, and an agenda for, all Executive Committee meetings shall be provided by the Chairman to all Members at least ten Days prior to the date of each meeting, together with proposed minutes of the previous Executive Committee meeting (if such minutes have not been previously ratified). Special meetings of the Executive Committee may be called at such times, and in such manner, as any Member deems necessary. Any Member calling for any such special meeting shall notify the Chairman, who in turn shall notify all Members of the date and agenda for such meeting at least 10 Days prior to the date of such meeting. Such ten-Day period may be shortened by the Executive Committee. All meetings of the Executive Committee shall be held at a location designated by the Chairman. Attendance of a Member at a meeting of the Executive Committee shall constitute a waiver of notice of such meeting, except where such Member attends the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(e) ***Quorum***. The presence of one Representative designated by each Member shall constitute a quorum for the transaction of business at any meeting of the Executive Committee.

(f) ***Voting***. Except as provided otherwise in this Agreement, (i) voting at any meeting of the Executive Committee shall be according to the Members' respective Sharing Ratios, and (ii) the affirmative vote of Members holding a majority of the Sharing Ratios shall constitute the act of the Executive Committee.

(g) ***Action by Written Consent***. Any action required or permitted to be taken at a meeting of the Executive Committee may be taken without a meeting, without prior notice, and without a vote if a consent or consents in writing, setting forth the action so taken, is signed by Members that could have taken the action at a meeting of the Executive Committee at which all Members entitled to vote on the action were represented and voted.

(h) ***Meetings by Telephone***. Members may participate in and hold such meeting by means of conference telephone, video conference or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a Member participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(i) ***Subcommittees***. The Executive Committee may create such subcommittees, delegate to such subcommittees such authority and responsibility, and rescind any such delegations, as it may deem appropriate.

(j) ***Officers***. The Executive Committee may designate one or more Persons to be Officers of the Company. Any Officers so designated shall have such titles and, subject to the other provisions of this Agreement, have such authority and perform such duties as the Executive Committee may specifically delegate to them and shall serve at the pleasure of the Executive Committee.

6.03 ***Manager***. The Members, through unanimous vote, shall designate a manager of the Company (the "Manager"), who shall be an employee of one of the Members (or their Wholly-Owned Affiliates).

(a) ***Manager's Duties***. The Manager shall, under the direction of the Executive Committee, perform the following duties:

(i) generally direct and coordinate the day-to-day business activities of the Company, subject to subsection 6.03(b) below;

(ii) except as specifically delegated by the Company pursuant to the O&M Management Services Agreement and the Energy Management Agreement, administer, enforce and supervise the Project Agreements to ensure compliance therewith, and performance thereunder that conforms with the business plan of the Company (provided that any payment made under a Project Agreement to an Affiliate of the Member whose Affiliate is the employer of the Manager shall require the prior approval of the other Member);

(iii) prepare and submit for approval the Budget, business plans, forecasts, and amendments/supplements thereto;

(iv) monitor and ensure compliance by the Company with laws, regulations, permits and directives of governmental agencies with jurisdiction over the Project and its operations, including without limitation the ISO, the California Power Exchange, the Federal Energy Regulatory Commission and the California Public Utilities Commission;

(v) represent the Company in public and community relations;

(vi) prepare and submit summary reports;

(vii) administer the services of outside professional consultants engaged by the Manager to perform his or her duties described herein; and

(viii) perform any other duties specifically delegated to the Manager by the Executive Committee.

(b) ***Limitations on Manager's Authority***, Notwithstanding the above, without the prior written approval of the Executive Committee, the Manager shall not take any actions with respect to:

(i) the borrowing of money or other financings;

(ii) the making of loans or advances or granting of financial or operating guarantees;

(iii) the sale or lease of any asset or group of assets (other than in the ordinary course of business);

(iv) the acquisition of any asset or group of assets (other than in the ordinary course of business);

(v) prior to the termination of the SCE O&M Contract, the negotiation of, entering into, termination of, or material amendment or modification of any labor contracts or any other agreement pertaining to the business, finances or operations of the Company;

(vi) changes in or adoption of accounting practices or the engagement or termination of the Company's Certified Public Accountants;

(vii) changes in or adoption of any material tax position or policy;

(viii) acquiring any insurance coverage or any material change therein;

(ix) distributions to the Members of cash or other assets;

(x) approval of any capital improvements budget, any capital maintenance budget or any operating budget, which are part of the Budget;

(xi) any commitment or expenditure more than 10% in excess of any annual budgeted amounts set forth in the Budget, or any expenditure in excess of other budgeted amounts under any capital

maintenance budget or any capital improvements budget previously approved by the Executive Committee;

(xii) material contracts or transactions with either Member or an Affiliate of either Member;

(xiii) renewal or termination of any agreement between the Company and a Member or an Affiliate of a Member, or the modification or amendment of any material term of any agreement between the Company and a Member or an Affiliate of a Member;

(xiv) employment of attorneys in connection with any legal claim or settlement of any action relating to a legal claim which could have a material effect on the Company or either Member;

(xv) the entering into of any new line of business;

(xvi) the making, execution or delivery of any assignment of judgment, chattel mortgage, deed, guarantee, indemnity bond, surety bond or contract to sell all or substantially all of the property of the Company; or

(xvii) any merger, consolidation, reorganization, creation of subsidiaries or entering into any joint ventures.

The Manager shall have only the specific duties set forth herein or delegated by the Executive Committee and authority to perform those duties; shall have no right to make contributions to, or to share in the profits and losses of, and distributions from, the Company; and shall have no right to vote on any matter pertaining to the Company.

(c) ***Service and Compensation***. Notwithstanding that the Manager shall be an employee of a Member (or its Wholly-Owner Affiliate), the Manager shall discharge the duties set forth above. The Manager may engage other employees of the Member (or its Wholly-Owned Affiliate) of which the Manager is an employee, and/or third party contractors, to assist the Manager in discharging the duties described above. Subject to the provisions next below, the Company shall pay to the Member (or its Wholly-Owned Affiliate, as applicable) that is the employer of the Manager (and such other employees of such Member or Wholly-Owned Affiliate of such Member who are assisting the Manager), for the manhours expended by the Manager and such other employees (rounded to the nearest quarter of manhour) at the rates set forth in Exhibit B attached hereto (which rates each shall escalate on the first day of each calendar year during the term hereof by an amount which is 3% of the rate applicable during the prior calendar year).

The Manager shall provide to the Executive Committee, as part of the Budget, an annual budget with respect to services performed by Manager, employees and third party contractors, as described above, and for other costs associated therewith. Any payment for services or third party contractor expenses which causes the annual budgeted amount for a budgeted category to be exceeded by 10% shall require approval of the Executive Committee. The annual budget



for services to be performed by the Manager shall be reviewed quarterly by the Manager and the Executive Committee, and shall be revised as appropriate. In addition, the Manager shall communicate promptly to the Executive Committee any significant variances from estimates set forth in the Budget with respect to the services of Manager, employees and third party contractors.

(d) ***Removal of Manager***. One Member may request that the other Members consider whether to remove the Manager for Cause (as defined herein). The Members shall determine whether Cause exists for such removal. In the event the Members determine that Cause exists (which determination shall not be unreasonably withheld), the Members shall remove the Manager. "Cause" for purposes of this Section 6.03(d) shall mean any of the following: (i) any action that is materially inconsistent with this Agreement and causes detriment to the Company; (ii) any failure by the Manager to disclose to the Members a material conflict of interest of the Manager with a Person with which the Company, to the Manager's knowledge, intends to enter into any contract; (iii) the commission of any act involving dishonesty, fraud, gross negligence or willful misconduct by the Manager; (iv) any refusal by the Manager to obey the express direction of the Executive Committee; (v) any act or omission of the Manager that is materially injurious to the Company; or (vi) any material failure by the Manager to perform his or her duties in a timely or reasonably satisfactory manner.

(e) ***Indemnification***. The Company shall indemnify, protect, defend, release and hold harmless the Manager from and against any Claims asserted by or on behalf of any Person (including a Member, or Wholly-Owned Affiliate of a Member, of which the Manager is not an employee), other than the Claims of a Member (or Wholly-Owned Affiliate of a Member) of which the Manager is an employee based on such employment relationship (which shall be an internal corporate affair of such Member or Wholly-Owned Affiliate of such Member), that arise out of, relate to or are otherwise attributable to, directly or indirectly, the Manager's performance of his or her duties on behalf of the Company, except for claims arising out of the fraud or willful misconduct of the Manager.

6.04 ***Delegation to Particular Member***. The Executive Committee may delegate to one or more Members such authority and duties as the Executive Committee may deem advisable. Decisions or actions taken by any such Member in accordance with the provisions of this Agreement shall constitute decisions or actions by the Company and shall be binding on each Member, Representative, Officer and employee of the Company, Any delegation pursuant to this Section 6.04 may be revoked at any time by the Executive Committee. With respect to duties discharged hereunder by a Member (a) such Member may discharge such duties through the personnel of a Wholly-Owned Affiliate of such Member, and (b) unless the Members otherwise agree, the Company shall compensate such Member (or its Wholly-Owned Affiliate, as applicable) for the performance of such duties in an amount equal to the manhours expended by the personnel of such Member (or its Wholly-Owned Affiliate) multiplied by the applicable

rate(s) shown on Exhibit B attached hereto (which rates each shall escalate on the first day of each calendar year during the term hereof by an amount which is 3% of the rate applicable during the prior calendar year), and shall reimburse such Member for all reasonable out of pocket costs incurred by such Member in discharging such duties. In addition, prior to performing any such duties, the performing Member shall provide to the other Member for approval an estimate of manhours and Types of personnel required to perform the delegated duties and a schedule for the performance of the delegated duties and for other costs associated therewith, and shall promptly inform the other Member of any variance from the budget or schedule.

6.05 ***Affiliate Agreements; Conflicts of Interest.*** (a) Contemporaneous with the execution hereof, the Company is executing the Administrative Services Agreement, Energy Management Agreement and O&M Management Services Agreement. Subject to Section 6.05(b) below, the Members agree that the Company shall enter into an O&M Agreement.

(b) The terms of the O&M Agreement shall be negotiated in good faith on an arm's length basis, with terms that are reasonably competitive with those available in the market from unaffiliated third parties, and consistent with the goal of operating a competitive merchant plant facility.

(c) Subject to any other agreement between Destec and NRG (and their respective Affiliates, as applicable), a Member or an Affiliate of a Member may engage in and possess interests in other business ventures of any and every type and description, independently or with others, including ones in competition with the Company, with no obligation to offer to the Company, any other Member or any Affiliate of another Member the right to participate therein. Subject to, and in addition to, Section 6.05(a), the Company may transact business with any Member or Affiliate thereof, provided the terms of those transactions are approved by the Executive Committee or expressly contemplated by this Agreement Without limiting the generality of the foregoing, the Members recognize and agree that they and their respective Affiliates currently engage in certain activities involving the generation, transmission, distribution, marketing and trading of electricity and other energy products (including futures, options, swaps, exchanges of future positions for physical deliveries and commodity trading), and the gathering, processing, storage and transportation of such products, as well as other commercial activities related to such products, and that these and other activities by Members and their Affiliates may be made possible or more profitable by reason of the Company's activities (herein referred to as *"Outside Activities").* The Members agree that (i) no Member or Affiliate of a Member shall be restricted in its right to conduct, individually or jointly with others, for its own account any Outside Activities, and (ii) no Member or its Affiliates shall have any duty or obligation, express or implied, to account to, or to share the results or profits of such Outside Activities with, the Company, any other Member or any Affiliate of any other Member, by reason of such Outside Activities.

6.06 ***Disclaimer of Duties and Liabilities.*** (a) NO MEMBER OR MANAGER SHALL OWE ANY DUTY (INCLUDING ANY FIDUCIARY DUTY) TO THE OTHER MEMBERS OR TO THE COMPANY, OTHER THAN THE DUTIES THAT ARE EXPRESSLY SET FORTH IN THIS AGREEMENT.

(b) NO MEMBER OR MANAGER SHALL BE LIABLE WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; PROVIDED, HOWEVER, THAT A MEMBER OR MANAGER SHALL BE LIABLE FOR ANY CLAIMS BY OR ON BEHALF OF ANY PERSON (INCLUDING ANOTHER MEMBER) ARISING FROM OR RELATED TO FRAUDULENT ACTS OR WILLFUL MISCONDUCT OF THE MEMBER OR MANAGER, RESPECTIVELY.

(c) THE OBLIGATIONS OF THE MEMBERS UNDER THIS AGREEMENT ARE OBLIGATIONS OF THE MEMBERS ONLY, AND NO RECOURSE SHALL BE AVAILABLE AGAINST ANY OFFICER, DIRECTOR OR AFFILIATE OF ANY MEMBER, EXCEPT AS PERMITTED UNDER APPLICABLE LAW.

6.07 ***Indemnification***. Each Member shall indemnity, protect, defend, release and hold harmless each other Member, its Representative, its Affiliates, and its and their respective directors, officers, employees and agents from and against any Claims asserted by or on behalf of any Person (including another Member) that arise out of, relate to or are otherwise attributable to, directly or indirectly, a breach by the indemnifying Member of this Agreement, or the negligence, gross negligence or willful misconduct of the indemnifying Member in connection with the Project or this Agreement; provided, however, that this Section 6.07 shall not apply to any Claim or other matter for which a Member (or its Representative) has no liability or duty, or is indemnified or released, pursuant to Section 6.02(a)(iii), 6.03,6.05 or 6.06.

## ARTICLE 7
## TAXES

7.01 ***Tax Returns***. The Tax Matters Member shall prepare and timely file (on behalf of the Company) all federal, state and local tax returns required to be filed by the Company. Each Member shall furnish to the Tax Matters Member all pertinent information in its possession relating to the Company's operations that is necessary to enable the Company's tax returns to be timely prepared and filed. The Company shall bear the costs of the preparation and filing of its returns, including the costs of any audit of its returns by any Governmental Authority.

7.02 ***Tax Elections***. The Company shall make the following elections on the appropriate tax returns:

(a) to adopt as the Company's fiscal year the calendar year;

(b) to adopt the accrual method of accounting;

(c) if a distribution of the Company's property as described in Code Section 734 occurs or if a transfer of Membership Interest as described in Code Section 743 occurs, on request by notice from any Member, to elect, pursuant to Code Section 754, to adjust the basis of the Company's properties;

(d) to elect to amortize the organizational expenses of the Company ratably over a period of 60 months as permitted by Section 709(b) of the Code; and

(e) any other election the Executive Committee may deem appropriate.

Neither the Company nor any Member shall make an election for the Company to be excluded from the application of the provisions of subchapter K of chapter 1 of subtitle A of the Code or any similar provisions of applicable state law and no provision of this Agreement (including Section 2.07) shall be construed to sanction or approve such an election.

7.03 ***Tax Matters Member.*** (a) During the term of the Asset Management Agreement, Destec-ES shall be the "tax matters partner" of the Company pursuant to Section 623l(a)(7) of the Code (the *"Tax Matters Member"*). After the expiration of the term of the Asset Management Agreement, the Executive Committee may designate a different Tax Matters Member. The Tax Matters Member shall take such action as may be necessary to cause to the extent possible each other Member to become a "notice partner" within the meaning of Section 6223 of the Code. The Tax Matters Member shall inform each other Member of all significant matters that may come to its attention in its capacity as Tax Matters Member by giving notice thereof on or before the fifth Business Day after becoming aware thereof and, within that time, shall forward to each other Member copies of all significant written communications it may receive in that capacity.

(b) The Tax Matters Member shall take no action without the authorization of the Executive Committee, other than such action as may be required by Law. Any reasonable cost or expense incurred by the Tax Matters Member in connection with its duties, including the preparation for or pursuance of administrative or judicial proceedings, shall be paid by the Company.

(c) The Tax Matters Member shall not enter into any extension of the period of limitations for making assessments on behalf of the Members without first obtaining the consent of the Executive Committee. The Tax Matters Member shall not bind any Member to a settlement agreement without obtaining the consent of such Member. Any Member that enters into a settlement agreement with respect to any Company item (as

described in Code Section 6231(a)(3)) shall notify the other Members of such settlement agreement and its terms within 90 Days from the date of the settlement.

(d) No Member shall file a request pursuant to Code Section 6227 for an administrative adjustment of Company items for any taxable year without first notifying the other Members. If the Executive Committee consents to the requested adjustment, the Tax Matters Member shall file the request for the administrative adjustment on behalf of the Members. If such consent is not obtained within 30 Days from such notice, or within the period required to timely file the request for administrative adjustment, if shorter, any Member, including the Tax Matters Member, may file a request for administrative adjustment on its Own behalf. Any Member intending to file a petition under Code Sections 6226,6228 or other Code Section with respect to any item involving the Company shall notify the other Members of such intention and the nature of the contemplated proceeding. In the case where the Tax Matters Member is the Member intending to file such petition on behalf of the Company, such notice shall be given within a reasonable period of time to allow the other Members to participate in the choosing of the forum in which such petition will be filed.

(e) If any Member intends to file a notice of inconsistent treatment under Code Section 6222(b), such Member shall give reasonable notice under the circumstances to the other Members of such intent and the manner in which the Member's intended treatment of an item is (or may be) inconsistent with the treatment of that item by the other Members.

## ARTICLE 8
## BOOKS, RECORDS, REPORTS, AND BANK ACCOUNTS

8.01 ***Maintenance of Books.*** (a) The Executive Committee shall keep or cause to be kept at the principal office of the Company or at such other location approved by the Executive Committee complete and accurate books and records of the Company, supporting documentation of the transactions with respect to the conduct of the Company's business and minutes of the proceedings of its Members and the Executive Committee, and any other books and records that are required to be maintained by applicable Law.

(b) The books of account of the Company shall be (i) maintained on the basis of a fiscal year that is the calendar year, (ii) maintained on an accrual basis in accordance with generally accepted accounting principles, consistently applied, and (iii) audited by the Certified Public Accountants at the end of each calendar year.

8.02 ***Reports.*** (a) With respect to each calendar year, the Executive Committee shall prepare and deliver to each Member:

(i) Within 60 Days after the end of such calendar year, a profit and loss statement and a statement of cash flows for such year, a balance sheet and a

statement of each Member's Capital Account as of the end of such year, together with agreement of such statements by the Certified Public Accountants, and within 75 Days after the end of such calendar year, audited financial statements along with an audit opinion of the Certified Public Accountants; and

(ii) Such federal, state and local income tax returns and such other accounting, tax information and schedules as shall be necessary for the preparation by each Member on or before July 15 following the end of each calendar year of its income tax return with respect to such year.

(b) By 10:00 a.m. Central Standard Time on any day which is within 5 Business Days after the end of each calendar month, the Executive Committee shall cause to be prepared and delivered to each Member the estimated net income and estimated revenues and expenses for such month (provided that the Executive Committee may change the financial statements required by this Section 8.02(b) to a quarterly basis or make such other change therein as it may deem appropriate).

(c) Within 15 Days after the end of each calendar month, the Executive Committee shall cause to be prepared and delivered to each Member, with an appropriate certificate of the Person authorized to prepare the same (provided that the Executive Committee may change the financial statements required by this Section 8.02(c) to a quarterly basis or may make such other change therein as it may deem appropriate):

(i) A profit and loss statement and a statement of cash flows for such month (including sufficient information to permit the Members to calculate their tax accruals), for the portion of the calendar year then ended;

(ii) A balance sheet and a statement of each Member's Capital Account as of the end of such month and the portion of the calendar year then ended; and

(iii) A statement comparing the actual financial status and results of the Company as of the end of or for such month and the portion of the calendar year then ended with the budgeted or forecasted status and results as of the end of or for such respective periods.

(c) The Executive Committee shall also cause to be prepared and delivered to each Member such other reports, forecasts, studies, budgets and other information as the Executive Committee may request from time to time.

8.03 ***Bank Accounts***. Funds of the Company shall be deposited in such banks or other depositories as shall be designated from time to time by the Executive Committee. All withdrawals from any such depository shall be made only as authorized by the Executive Committee and shall be made only by check, wire transfer, debit memorandum or other written instruction.

## ARTICLE 9
## BUYOUT OPTION

9.01 ***Buyout Events***. This Article 9 shall apply to any of the following events (each a *"Buyout Event"):*

(a) a Member shall dissolve or become Bankrupt; or

(b) a Member shall commit a Default.

In each case, the Member with respect to whom a Buyout Event has occurred is referred to herein as the *"Affected Member."*

9.02 ***Procedure***. If a Buyout Event occurs and is not cured within 30 Business Days of the Affected Member's receipt of notice thereof from another Member (or such shorter period (not less than 10 Business Days) as the other Member determines in its discretion to be reasonable under the circumstances and set forth in such notice), then each of the other Members shall have the option to acquire the Membership Interest of the Affected Member (or to cause it to be acquired by a third party designated by the other Members), in accordance with procedures that are substantively equivalent to those set forth in Section 3.03(b)(iii) (and with the Members exercising such preferential right also being referred to herein as *"Purchasing Members"*).

9.03 ***Purchase Price***. The purchase price for a Membership Interest being purchased pursuant to this Article 9 (the *"Purchase Price ")* shall be determined in the following manner. The Affected Member and the Purchasing Members shall attempt to agree upon the fair market value of the applicable Membership Interest. If those Members do not reach such agreement on or before the 30th Day following the exercise of the option, any such Member, by notice to the others, may require the determination of fair market value to be made by the Arbitrator pursuant to Article 10. Following the determination of fair market value by agreement or arbitration (the *"Fair Market Value"*), the Purchase Price shall be determined and paid in accordance with the following chart and procedures:

| Buyout Event | Discount | Closing Percent | Interest Rate | Term | Payment Frequency |
|---|---|---|---|---|---|
| Dissolution | 0% | 10% | 7% | 10 yrs. | semi-annual |
| Bankruptcy | 0% | 10% | 7% | 10 yrs. | semi-annual |
| Default | 10% | 10% | 7% | 10 yrs. | semi-annual |

The following provisions shall apply to the determination and payment of the Purchase Price:

(a) the Purchase Price shall be (i) the product of (A) the Fair Market Value *times* (B) 100% minus the percentage shown for such Buyout Event in the "Discount" Column; *less* (ii) the amount of all monetary damages suffered by the Company and the other Members as a result of such Buyout Event (including any adverse tax consequences resulting from a Code Section 708 termination);

(b) at the closing, the Purchasing Members (or third party designee) shall pay the Affected Member a portion of the Purchase Price equal to the Purchase Price multiplied by the percentage shown for such Buyout Event in the "Closing Percent" column;

(c) if the applicable Closing Percent is less than 100%, then the remainder of the Purchase Price (the *"Deferred Amount"*), shall accrue interest from the date of closing at the rate per annum shown for such Buyout Event in the "Interest Rate" column (not to exceed the maximum rate permitted by Law); and

(d) the Deferred Amount, together with accrued interest thereon, shall be paid by the Purchasing Members (or third party designee) in equal cash installments over the term shown for such Buyout Event in the "Term" column and at the payment frequency shown for such Buyout Event in the "Payment Frequency" column, with the amount of the cash installments being calculated to amortize fully the Deferred Amount (and accrued interest thereon) over the applicable Term. The installments shall be paid on the first Day of January and July of the applicable Term, with appropriate adjustments to the first or last payments to reflect a closing that does not occur on the first Day of a month or quarter (as applicable). The payment to be made to the Affected Member pursuant to this Article 9 shall be in complete liquidation and satisfaction of all the rights and interest of the Affected Member in and in respect of the Company, including any Membership Interest, any rights in specific Company property, and any rights against the Company and (insofar as the affairs of the Company are concerned) against the other Members, and constitutes a compromise to which all Members have agreed pursuant to Section 18-502(b) of the Act.

9.04 ***Closing***. If an option to purchase is exercised in accordance with the other provisions of this Article 9, the closing of such purchase shall occur on the 30th Day after the determination of the Fair Market Value pursuant to Section 9.03 (or, if later, the fifth Business Day after the receipt of all applicable regulatory and governmental approvals to the purchase), and shall be conducted in a manner substantively equivalent to that set forth in Section 3.03(b)(ii)(B); provided, however, that the Purchasing Members (or third party designee) shall deliver to the Affected Member (i) the portion of the Purchase Price required by Section 9.03 to be paid at the Closing, in immediately available funds, and (ii) one or more unsecured promissory notes reflecting the payment terms established in Section 9.03 for the Deferred Amount.

9.05 ***Terminated Member***. Upon the occurrence of a closing under Section 9.04, the following provisions shall apply to the Affected Member (now a *"Terminated Member"*);

(a) The Terminated Member shall cease to be a Member immediately upon the occurrence of the closing.

(b) As the Terminated Member is no longer a Member, it will no longer be entitled to receive any distributions (including liquidating distributions) or allocations from the Company, and neither it nor its Representative shall be entitled to exercise any voting or consent rights or to receive any further information (or access to information) from the Company.

(c) The Terminated Member must pay to the Company all amounts owed to it by such Member.

(d) The Terminated Member shall remain obligated for all liabilities it may have under this Agreement or otherwise with respect to the Company that accrue prior to the closing.

(f) The Sharing Ratio of the Terminated Member shall be allocated among the Purchasing Members (or third party designee) in the proportion of the total Purchase Price paid by each.

## ARTICLE 10
## DISPUTE RESOLUTION

10.01 ***Disputes***. This Article 10 shall apply to any dispute arising under or related to this Agreement (whether arising in contract, tort or otherwise, and whether arising at law or in equity), including (a) any dispute regarding the construction, interpretation, performance, validity or enforceability of any provision of this Agreement or whether any Person is in compliance with, or breach of, any provisions of this Agreement, and (b) the applicability of this Article 10 to a particular dispute. Notwithstanding the foregoing, this Article 10 shall not apply to any matters that, pursuant to the provisions of this Agreement, are to be resolved by a vote of the Members (including through the Executive Committee); provided, however, that if a vote, approval, consent, determination or other decision must, under the terms of this Agreement, be made (or withheld) in accordance with a standard other than Sole Discretion (such as a reasonableness standard), then the issue of whether such standard has been satisfied may be a dispute to which this Article 10 applies. Any dispute to which this Article 10 applies is referred to herein as a *"Dispute."* With respect to a particular Dispute, each Member that is a party to such Dispute is referred to herein as a *"Disputing Member."* The provisions of this Article 10 shall be the exclusive method of resolving Disputes.

10.02 ***Negotiation to Resolve Dispute***. If a Dispute arises, either Disputing Member may initiate the dispute-resolution procedures of this Article 10 by delivering a notice (a *"Dispute Notice*") to the other Disputing Members. Within 10 Days of delivery of a Dispute Notice, each Disputing Member shall designate a representative, and such representatives shall promptly meet (whether by phone or in person) in a good faith attempt to resolve the Dispute. If such representatives can resolve the Dispute, such resolution shall be reported in writing and shall be binding upon the Disputing Members. If such representatives are unable to resolve the Dispute within 30 Days following the delivery of the Dispute Notice (or such other period as such representatives may agree), or if a Disputing Member fails to appoint a representative within 10 Days of delivery following the delivery of the Dispute Notice, then the process described in this Section 10.02 shall be repeated, with each Disputing Member designating one of its senior officers to be its representative in such second round of negotiations. If such representatives are unable to resolve the Dispute within 30 Days following the delivery of the second Dispute Notice (or such other period as such representatives may agree), or if a Disputing Member fails to appoint a representative for such second round of negotiations within 10 Days of delivery following the delivery of the Dispute Notice, then any Disputing Member may submit such Dispute to binding arbitration under this Article 10 by notifying the other Disputing Members (an *"Arbitration Notice*").

10.03 ***Selection of Arbitrator***. (a) Any arbitration conducted under this Article 10 shall be heard by a sole arbitrator (the *"Arbitrator")* selected in accordance with this Section 10.03. Each Disputing Member and each proposed Arbitrator shall disclose to the other Disputing Members any business, personal or other relationship or Affiliation that may exist between such Disputing Member and such proposed Arbitrator, and any Disputing Member may disapprove of such proposed Arbitrator on the basis of such relationship or Affiliation.

(b) The Disputing Member that submits a Dispute to arbitration shall request the American Arbitration Association (or, if such Association has ceased to exist, the principal successor thereto) (the *"AAA ")* to designate the Arbitrator. The Arbitrator selected by the AAA shall possess relevant expertise to analyze and resolve the matter that is the subject of the Dispute. If the Arbitrator so designated shall die, resign or otherwise fail or becomes unable to serve as Arbitrator, a replacement Arbitrator shall be chosen by the AAA.

10.04 ***Conduct of Arbitration***. The Arbitrator shall expeditiously (and, if possible, within 90 Days after the Arbitrator's selection) hear and decide all matters concerning the Dispute. Any arbitration hearing shall be held in New York, New York. The arbitration shall be conducted in accordance with the then-current Commercial Arbitration Rules of the AAA (excluding rules governing the payment of arbitration, administrative or other fees or expenses to the Arbitrator or the AAA), to the extent that such Rules do not conflict with the terms of this Agreement Except as expressly provided to the contrary in this Agreement, the Arbitrator shall have the power (a) to gather such materials, information, testimony and evidence as it deems relevant to the



dispute before it (and each Member will provide such materials, information, testimony and evidence requested by the Arbitrator, except to the extent any information so requested is proprietary, subject to a third-party confidentiality restriction or to an attorney-client or other privilege), (b) to grant injunctive relief and enforce specific performance, and (c) fashion such relief as the Arbitrator deems equitable and appropriate, regardless of whether such is not consistent with the relief requested/or position taken by the Disputing Members. If it deems necessary, the Arbitrator may propose to the Disputing Members that one or more other experts be retained to assist it in resolving the Dispute. The retention of such other experts shall require the unanimous consent of the Disputing Members, which shall not be unreasonably withheld. Each Disputing Member, the Arbitrator and any proposed expert shall disclose to the other Disputing Members any business, personal or other relationship or Affiliation that may exist between such Disputing Member (or the Arbitrator) and such proposed expert; and any Disputing Member may disapprove of such proposed expert on the basis of such relationship or Affiliation. The decision of the Arbitrator (which shall be rendered in writing) shall be final, nonappealable and binding upon the Disputing Members and may be enforced in any court of competent jurisdiction; provided that the Members agree that the Arbitrator and any court enforcing the award of the Arbitrator shall not have the right or authority to award punitive or exemplary damages to any Disputing Member. The responsibility for paying the costs and expenses of the arbitration, including compensation to the Arbitrator and any experts retained by the Arbitrator, shall be allocated among the Disputing Members in a manner determined by the Arbitrator to be fair and reasonable under the circumstances. Each Disputing Member shall be responsible for the fees and expenses of its respective counsel, consultants and witnesses, unless the Arbitrator determines that compelling reasons exist for allocating all or a portion of such costs and expenses to one or more other Disputing Members.

## ARTICLE 11
## DISSOLUTION, WINDING-UP AND TERMINATION

11.01 ***Dissolution***. The Company shall dissolve and its affairs shall be wound up on the first to occur of the following events (each a *"Dissolution Event"*):

(a) the unanimous consent of the Members; or

(b) entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act.

11.02 ***Winding-Up and Termination.*** (a) On the occurrence of a Dissolution Event, the Executive Committee shall select one Member to act as liquidator. The liquidator shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The reasonable costs of winding up shall be borne as a Company expense. Until final distribution, the liquidator shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidator are as follows:

(i) as promptly as possible after dissolution and again after final winding up, the liquidator shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company's assets, liabilities, and operations through the last calendar day of the month in which the dissolution occurs or the final winding up is completed, as applicable;

(ii) the liquidator shall discharge from Company funds all of the indebtedness, liabilities and obligations of the Company (including all expenses incurred in winding up and any loans described in Section 4.02) or otherwise make adequate provision for payment and discharge thereof (including the establishment of a cash escrow fund for contingent liabilities in such amount and for such term as the liquidator may reasonably determine); and

(iii) all remaining assets of the Company shall be distributed to the Members as follows:

(A) the liquidator may sell any or all Company property, including to Members, and any resulting gain or loss from each sale shall be computed and allocated to the Capital Accounts of the Members in accordance with the provisions of Article 5;

(B) with respect to all Company property that has not been sold, the fair market value of that property shall be determined and the Capital Accounts of the Members shall be adjusted to reflect the manner in which the unrealized income, gain, loss, and deduction inherent in property that has not been reflected in the Capital Accounts previously would be allocated among the Members if there were a taxable disposition of that property for the fair market value of that property on the date of distribution; and

(C) Company property (including cash) shall be distributed among the Members in accordance with Section 5.02, and those distributions shall be made by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 Days after the date of the liquidation).

(b) The distribution of cash or property to a Member in accordance with the provisions of this Section 11.02 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its Membership Interest and all the Company's property and constitutes a compromise to which all Members have consented pursuant to Section 18-502(b) of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

11.03 ***Deficit Capital Accounts***. No Member will be required to pay to the Company, to any other Member or to any third party any deficit balance that may exist from time to time in the Member's Capital Account.

11.04 ***Certificate of Cancellation***. On completion of the distribution of Company assets as provided herein, the Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.05, and take such other actions as may be necessary to terminate the existence of the Company. Upon the filing of such certificate of cancellation, the existence of the Company shall terminate (and the Term shall end), except as may be otherwise provided by the Act or other applicable Law.

## ARTICLE 12
## GENERAL PROVISIONS

12.01 ***Offset***. Whenever the Company is to pay any sum to any Member, any amounts that Member owes the Company may be deducted from that sum before payment.

12.02 ***Project Financing***. To the extent the Members are able to leverage the Project, the Members agree that the financing will be non-recourse to the Members and their respective affiliates.

12.03 ***Notices.*** Except as expressly set forth to the contrary in this Agreement, all notices, requests or consents provided for or permitted to be given under this Agreement must be in writing and must be delivered to the recipient in person, by courier or mail or by facsimile or other electronic transmission. A notice, request or consent given under this Agreement is effective on receipt by the Member to receive it; provided, however, that a facsimile or other electronic transmission that is transmitted after the normal business hours of the recipient shall be deemed effective on the next Business Day. All notices, requests and consents to be sent to a Member must be sent to or made at the addresses given for that Member on Exhibit A attached hereto or in the instrument described in Section 3.03(b)(iv)(A)(II) or 3.04, or such other address as that Member may specify by notice to the other Members. Any notice, request or consent to the Company must be given to all of the Members. Whenever any notice is required to be given by Law, the Delaware Certificate or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

12.04 ***Entire Agreement; Superseding Effect.*** This Agreement constitutes the entire agreement of the Members and their Affiliates relating to the Company and the transactions contemplated hereby and supersedes all provisions and concepts contained in all prior contracts or agreements between the Members or any of their Affiliates with respect to the Company and the transactions contemplated hereby (including the Initial

LLC Agreement), whether oral or written, except for the Preliminary Agreement as specifically provided herein, and for liabilities accrued under the Preliminary Agreement.

12.05 ***Press Releases***. Each Member agrees that it shall not (and shall cause its Affiliates not to), without the other Members' consent, issue a press release or have any contact with or respond to the news media with any sensitive or Confidential Information, except as required by securities or similar Laws or Securities Exchange requirements applicable to a Member and its Affiliates. Any press release by a Member or its Affiliates with respect to any sensitive or Confidential Information shall be subject to review and approval by the other Party, which approval shall not be unreasonably withheld.

12.06 ***Effect of Waiver or Consent***. Except as otherwise provided in this Agreement, a waiver or consent, express or implied, to or of any breach or default by any Member in the performance by that Member of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Member of the same or any other obligations of that Member with respect to the Company. Except as otherwise provided in this Agreement, failure on the part of a Member to complain of any act of any Member or to declare any Member in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Member of its rights with respect to that default until the applicable statute-of-limitations period has expired.

12.07 ***Amendment or Restatement***. This Agreement or the Delaware Certificate may be amended or restated only by a written instrument executed (or, in the case of the Delaware Certificate, approved) by all of the Members.

12.08 ***Binding Effect***. Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and shall inure to the benefit of the Members and their respective successors and permitted assigns.

12.09 ***Governing Law; Severability.*** **THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION**. In the event of a direct conflict between the provisions of this Agreement and any mandatory, non-waivable provision of the Act, such provision of the Act shall control. If any provision of the Act provides that it may be varied or superseded in a limited liability company agreement (or otherwise by agreement of the members or managers of a limited liability company), such provision shall be deemed superseded and waived in its entirety if this Agreement contains a provision addressing the same issue or subject matter. If any provision of this Agreement or the application thereof to any Member or circumstance is held invalid or unenforceable to any extent, (a) the remainder of this Agreement and the application of that provision to other Members or circumstances is not affected thereby, and (b) the Members shall negotiate in good faith

to replace that provision with a new provision that is valid and enforceable and that puts the Members in substantially the same economic, business and legal position as they would have been in if the original provision had been valid and enforceable.

12.10 ***Further Assurances.*** In connection with this Agreement and the transactions contemplated hereby, each Member shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and those transactions.

12.11 ***Counterparts***. This Agreement may be executed in any number of counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

**NRG EL SEGUNDO INC.**

By: /s/ Craig A. Mataczynski
Name: Craig A. Mataczynski
Title: President

Date: March 25, 1998

**EL SEGUNDO, INC.**

By: /s/ Lynn A. Lednicky
Name: Lynn A. Lednicky
Title: Vice President — Business Management

Date: 23 March 98

**EXHIBIT A**

**Members**

| [Illegible] | [Illegible] | [Illegible] | [Illegible] |
|---|---|---|---|
| NRG El Segundo Inc.<br>1221 Nicollot Mall, Suite 700<br>Minneapolis, MN 55403<br>Attn: Craig Mataczynski<br>Fax: (612) 373-5392 | 50% | Northern States Power Company, and NRG Energy, Inc. | Craig Mataczynski<br>Stan Marks |
| El Segundo, Inc.<br>c/o Destec Energy, Inc.<br>1000 Louisiana, Suite 5800<br>Ann: Lynn Lednicky<br>Fax: (713) 767-8506 | 50% | NGC Corporation, and Destee Energy, Inc. | Lynn Lednicky<br>Tom Swank |

**EXHIBIT B**
**HOURLY LABOR**

| | 1998 ELSG Loaded Rate |
|---|---|
| Senior Manager | $ 94.63 |
| Manager | $ 83.14 |
| Supervisor | $ 60.17 |
| Lawyer | $ 87.24 |
| Senior Engineer | $ 74.81 |
| Engineer | $ 55.58 |
| Specialists | $ 49.87 |
| Designer | $ 64.59 |
| Draftsman | $ 43.88 |
| Sr. Plant Technician | $ 45.36 |
| Plant Technician | $ 36.93 |
| Senior Secretary | $ 35.89 |
| Secretary | $ 23.12 |
| Clerical | $ 24.63 |

**Exhibit 3.45**

**CERTIFICATE OF FORMATION**

**OF**

**ELBOW CREEK WIND PROJECT LLC**

The undersigned natural person of the age of eighteen (18) years or more, acting as organizer of a limited liability company under the Texas Business Organizations Code, does hereby adopt the following Certificate of Formation for such limited liability company.

**ARTICLE 1**

The name of the limited liability company is Elbow Creek Wind Project LLC (the "**Limited Liability Company**").

**ARTICLE 2**

The period of duration of the Limited Liability Company is perpetual.

**ARTICLE 3**

The purpose for which the Limited Liability Company is organized is to engage in the transaction of any or all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

**ARTICLE 4**

The street address of the initial registered office of the Limited Liability Company is: 7701 Las Colinas Ridge, Suite 240, Irving, Texas 75063; and the name of its initial registered agent at such address is David Spalding.

**ARTICLE 5**

The Limited Liability Company will not have managers. The name and address of the initial sole member is:

| Name | Address |
|---|---|
| Wind Plus Holdings, Inc. | 7701 Las Colinas Ridge<br>Suite 325<br>Irving, Texas 75063 |

**ARTICLE 6**

The name and address of the organizer is: David Spalding, 7701 Las Colinas Ridge, Suite 325; Irving, Texas 75063.

**ARTICLE 7**

No member of the Limited Liability Company shall be liable for the debts, obligations or liabilities of the Limited Liability Company, including under a judgment, decree or order of any court.

**ARTICLE 8**

On each matter on which the membership interests are entitled to vote, a member will have one vote or a fraction of one vote per one percent of membership interest or fraction of membership interest owned by the member.

Cumulative voting is not allowed.

Preemptive rights do not exist.

**ARTICLE 9**

This Certificate of Formation may be amended, modified, supplemented or restated in any manner permitted by applicable law and approved by the affirmative vote of members owning more than fifty percent (50%) in interest of all of the membership interests in the Limited Liability Company then outstanding, provided that the provisions of Article Seven may not be amended without the affirmative vote of all of the members of the Limited Liability Company.

**ARTICLE 10**

No member of the Limited Liability Company shall be liable to the Limited Liability Company or the other members for monetary damages for an act or omission in such member's capacity as a member of the Limited Liability Company, except that this Article does not eliminate or limit the liability of a member to the extent the member is found liable for (i) a breach of the member's duty of loyalty to the Limited Liability Company or its members, (ii) an act or omission not in good faith that constitutes a breach of duty of the member to the Limited Liability Company or an act or omission that involves intentional misconduct or a knowing violation of the law; (iii) a transaction from which the member received an improper benefit whether or not the benefit resulted from an action taken within the scope of the member's office; or (iv) an act or omission for which the liability of a member is expressly provided by an applicable statute. If applicable law is amended to authorize action further eliminating or limiting the liability of the members, then the liability of the members of this Limited Liability Company shall be eliminated or limited to the fullest extent permitted by applicable law as so amended. Any repeal or modification of this Article shall not adversely affect any right or protection of a member existing at the time of such repeal or modification.

IN WITNESS WHEREOF, I have hereunto set my hand this 11th day of January, 2007

/s/ David Spalding
David Spalding

**Form 424**
**(Revised 01/06)**
Return in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709
**Filing Fee: See instructions**

**[SEAL]**

**Certificate of Amendment**

This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas

AUG 30 2007

**Corporations Section**

**Entity Information**

The name of the filing entity is:

Elbow Creek Wind Project LLC

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a: (Select the appropriate entity type below.)

☐ For-profit Corporation
☐ Nonprofit Corporation
☐ Cooperative Association
☒ Limited Liability Company
☐ Professional Corporation
☐ Professional Limited Liability Company
☐ Professional Association
☐ Limited Partnership

The file number issued to the filing entity by the secretary of state is: 800761503

The date of formation of the entity is: January 18, 2007

**Amendments**

**1. Amended Name**
(If the purpose of the certificate of amendment is to change the name of the entity, use the following statement)

The amendment changes the certificate of formation to change the article or provision that names the filing entity. The article or provision is amended to read as follows:

The name of the filing entity is: (state the new name of the entity below)

The name of the entity must contain an organizational designation or accepted abbreviation of such term, as applicable.

**2. Amended Registered Agent/Registered Office**

The amendment changes the certificate of formation to change the article or provision stating the name of the registered agent and the registered office address of the filing entity. The article or provision is amended to read as follows:

**RECEIVED**
**AUG 30 2007**
**Secretary of State**

Registered Agent
(Complete either A or B, but not both. Also complete C.)

☒ A. The registered agent is an organization (cannot be entity named above) by the name of:

CT Corporation System

OR

☐ B. The registered agent is an individual resident of the state whose name is:

| *First Name* | *M.I.* | *Last Name* | *Suffix* |
|---|---|---|---|
| | | | |

C. The business address of the registered agent and the registered office address is:

| 350 North St. Paul Street | Dallas | TX | 75201 |
|---|---|---|---|
| *Street Address (No P.O. Box)* | *City* | *State* | *Zip Code* |

**3. Other Added, Altered, or Deleted Provisions**

Other changes or additions to the certificate of formation may be made in the space provided below. If the space provided is insufficient, incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

☐ **Add** each of the following provisions to the certificate of formation. The identification or reference of the added provision and the full text are as follows:

☒ **Alter** each of the following provisions of the certificate of formation. The identification or reference of the altered provision and the full text of the provision as amended are as follows:

Principal Place of Business Address:
211 Camegie Center
Princeton, NJ 08540

☐ **Delete** each of the provisions identified below from the certificate of formation.

**Statement of Approval**

The amendments to the certificate of formation have been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.

**Effectiveness of Filing** (Select either A, B, or C)

A. ☒ This document becomes effective when the document is filed by the secretary of state.

B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is:

C. ☐ This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is:

The following event or fact will cause the document to take effect in the manner described below:

**Execution**

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: August 30, 2007

/s/ Lynne Przychodzki

Signature and title of authorized person(s) (see instructions)
Lynne Przychodzki, Authorized Person

**Form 424**
**(Revised 01/06)**
Return in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709
**Filing Fee: See instructions**

**[SEAL]**

**Certificate of Amendment**

This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas

AUG 05 2008

**Corporations Section**

**Entity Information**

The name of the filing entity is:

Elbow Creek Wind Project LLC

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a: (Select the appropriate entity type below.)

☒ For-profit Corporation
☐ Nonprofit Corporation
☐ Cooperative Association
☐ Limited Liability Company
☐ Professional Corporation
☐ Professional Limited Liability Company
☐ Professional Association
☐ Limited Partnership

The file number issued to the filing entity by the secretary of state is: 800761503

The date of formation of the entity is: 01/18/2007

**Amendments**

**1. Amended Name**
(If the purpose of the certificate of amendment is to change the name of the entity, use the following statement)

The amendment changes the certificate of formation to change the article or provision that names the filing entity. The article or provision is amended to read as follows:

The name of the filing entity is: (state the new name of the entity below)

The name of the entity must contain an organizational designation or accepted abbreviation of such term, as applicable.

**2. Amended Registered Agent/Registered Office**

The amendment changes the certificate of formation to change the article or provision stating the name of the registered agent and the registered office address of the filing entity. The article or provision is amended to read as follows:

**RECEIVED**
**AUG 05 2008**
**Secretary of State**

Registered Agent
(Complete either A or B, but not both. Also complete C.)

☐ A. The registered agent is an organization (cannot be entity named above) by the name of:

OR

☐ B. The registered agent is an individual resident of the state whose name is:

*First Name* *M.I.* *Last Name* *Suffix*

C. The business address of the registered agent and the registered office address is:

*Street Address (No P.O. Box)* *City* TX *State* *Zip Code*

**3. Other Added, Altered, or Deleted Provisions**

Other changes or additions to the certificate of formation may be made in the space provided below. If the space provided is insufficient, incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

☐ **Add** each of the following provisions to the certificate of formation. The identification or reference of the added provision and the full text are as follows:

☒ **Alter** each of the following provisions of the certificate of formation. The identification or reference of the altered provision and the full text of the provision as amended are as follows:

Article 4-The address of the initial registered office of the LLC is: 350 North St. Paul Street Dallas, TX 75201; and the name of its registered agent at such address is CT Corporation System. Article 5-The LLC will not have managers. The name and address of the initial sole member is: Padoma Wind Power, LLC, 211 Carnegie Center, Princeton, NJ 08540.

☐ **Delete** each of the provisions identified below from the certificate of formation.

**Statement of Approval**

The amendments to the certificate of formation have been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.

**Effectiveness of Filing** (Select either A, B, or C)

A. ☒ This document becomes effective when the document is filed by the secretary of state.

B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is:

C. ☐ This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is:

The following event or fact will cause the document to take effect in the manner described below:

**Execution**

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: 8/4/08

/s/ Lynne Przychodzki

Assistant Secretary

Signature and title of authorized person(s) (see instructions)

[SEAL]

**Office of the Secretary of State**
**Corporations Section**
**P.O. Box 13697**
**Austin, Texas 78711-3697**
**(Form 408)**

**Filed in the Office of the**
**Secretary of State of Texas**
**Filing #: 800761503 04/19/2010**
**Document #: 304522292031**
**Image Generated Electronically**

**STATEMENT OF CHANGE OF**
**ADDRESS OF REGISTERED AGENT**

1. The name of the entity represented is
Elbow Creek Wind Project LLC

The entity's filing number is 800761503

2. The address at which the registered agent has maintained the registered office address for such entity is: (Please provide street address, city, state and zip code presently shown in the records of the Secretary of State.)

350 N. St. Paul St., Dallas, TX 75201

3. The address at which the registered agent will hereafter maintain the registered office address for such entity is: (Please provide street address, city, state and zip code. The address must be in Texas.)

350 N. St. Paul St., Ste. 2900, Dallas, TX 75201-4234

4. Notice of the change of address has been given to said entity in writing at least 10 business days prior to the submission of this filing.

Date: 04/19/2010

CT Corporation System
**Name of Registered Agent**

Kenneth Uva, Vice President
**Signature of Registered Agent**

**FILING OFFICE COPY**

**Exhibit 3.46**

**SECOND AMENDED AND RESTATED**
**LIMITED LIABILITY COMPANY AGREEMENT**
**OF**
**ELBOW CREEK WIND PROJECT LLC**
**a Texas Limited Liability Company**

THIS SECOND AMENDED & RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this "**Agreement**") of ELBOW CREEK WIND PROJECT LLC (the "**Company**"), dated as of November 30, 2009 is adopted by, and executed and agreed to, for good and valuable consideration, by the sole member of the Company, NRG Wind Development Company, LLC, a limited liability company.

**ARTICLE I**
**DEFINITIONS**

1.1 *Definitions.* As used in this Agreement, the following terms have the following meanings:

"Act" means the Limited Liability Company Act of the State of Texas and any successor statute, as amended from time to time.

"Agreement" has the meaning given that term in the introductory paragraph.

"Capital Contribution" means the aggregate contribution by a Member to the capital of the Company.

"Certificate" has the meaning given that term in Section 2.1.

"Company" means Elbow Creek Wind Project LLC, a Texas limited liability company.

"Dispose," "Disposed," "Disposing" or "Disposition" means a sale, assignment, transfer, exchange, mortgage, pledge, grant of a security interest or other disposition or encumbrance (including, without limitation, by operation of law) or the acts thereof.

"Incapacity" or "Incapacitated" means (a) with respect to a natural person, the bankruptcy, death, incompetency or insanity of such person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

"Majority Members" means Members holding a majority of the Units owned by all Members or if there is only one Member, such Member.

"Member" means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

"Person" means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

"Proceeding" has the meaning given such term in Section 5.1.

"Units" means the units of each Member representing such Member's interest in the income, gains, losses, deductions and expenses of the Company as set forth on Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2 *Construction*. Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

## ARTICLE II
## ORGANIZATION

2.1 *Formation*. The Company has been organized as a Texas limited liability company by the filing of a Certificate of Formation (the "**Certificate**") under and pursuant to the Act.

2.2 *Name*. The name of the Company is "Elbow Creek Wind Project LLC" and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3 *Registered Office; Registered Agent; Principal Office; Other Offices*. The registered office of the Company required by the Act to be maintained in the State of Texas shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Texas shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Texas.

2.4 *Purposes*. The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5 *Foreign Qualification*. Prior to the Company's conducting business in any jurisdiction other than Texas, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6 *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Texas and shall continue in existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7 *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8 *Unit Certificates.* The number of authorized Units shall initially be one thousand (1,000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, shall be recorded in a register thereof maintained by the Company, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine.

## ARTICLE III
## MEMBERS, UNITS AND DISTRIBUTIONS

3.1 *Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2 *Liability of Members.* Except as otherwise required by applicable law and as explicitly set forth in this Agreement, no Member shall have any personal liability whatsoever in its capacity as a Member, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other

obligations of the Company or for any losses of the Company, and therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein. To the extent that, at law or in equity, a Member or other Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or another Person, such Member or other Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement.

3.3 *Member Units.* Each Member's interest in the Company, including such Member's interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4 *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5 *Distributions.* Subject to the provision of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

## ARTICLE IV
## MANAGEMENT

4.1 *Management by the Members.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Majority Members, and the Majority Members shall make all decisions and take all actions for the Company.

4.2 *Actions by Members; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Majority Members shall act through (i) meetings and written consents pursuant to Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles (including, without limitation, chairman, chief executive officer, president, vice president, secretary, assistant secretary, treasurer and assistant treasurer) to any such Persons and delegate to such other individuals certain authority and duties. Any number of titles may be held by the same individual. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3 *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Majority Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4 *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Texas, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5 *Conflicts of Interest.* Each Member and officer of the Company at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation to offer to the Company or any other Member or officer the right to participate therein. The Company may transact business with any Member, officer or affiliate thereof *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6 *Officers*.

(a) The Majority Members may, from time to time, designate one or more persons to be officers of the Company. No officer need be a resident of the State of Texas, or a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

## ARTICLE V
## INDEMNIFICATION

5.1 *Exculpation.* Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, none of the Members, managers, or any other officers, directors, stockholders, partners, employees, affiliates, representatives, or agents of any of the foregoing, nor any officer, employee, representative or agent of the Company (individually, a "Covered Person" and collectively, the "Covered Persons") shall be liable to the Company or any other person bound by this Agreement for any act or omission (in relation to the Company, its property or the conduct of its business or affairs, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted by a Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

5.2 *Indemnification.* To the fullest extent permitted by law, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative ("Claims"), in which the Covered Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Section 5.2 with respect to (i) any

Claim with respect to which such Covered Person has engaged in fraud, willful misconduct, bad faith or gross negligence or (ii) any Claim initiated by such Covered Person unless such Claim (or part thereof) (A) was brought to enforce such Covered Person's rights to indemnification hereunder or (B) was authorized or consented to by the Board. Expenses incurred by a Covered Person in defending any Claim shall be paid by the Company in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Section 5.2.

5.3 *Amendments.* Any repeal or modification of this Article V by the Members shall not adversely affect any rights of such Covered Person pursuant to this Article V, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

## ARTICLE VI
## TAXES AND BOOKS

6.1 *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2 *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

## ARTICLE VII
## TRANSFERS

7.1 *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member's Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2 *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7.3 *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of

such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4 *Effect of Assignment*.

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5 *Effect of Incapacity*. Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

## ARTICLE VIII
## DISSOLUTION, LIQUIDATION AND TERMINATION

8.1 *Dissolution*. The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

(a) the written consent of the Majority Members; and

(b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or

(c) on the date set forth in the Certificate.

8.2 *Liquidation and Termination*. On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

(a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses

incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and

(b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3 *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Texas, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

## ARTICLE IX
## GENERAL PROVISIONS

9.1 *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested or by delivering that writing to the recipient in person, by courier, or by facsimile transmission; and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it. All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

9.2 *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3 *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance

by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4 *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5 *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6 *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7 *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

* * * * * *

IN WITNESS WHEREOF, the sole Member has executed this Agreement as of the date first set forth above.

SOLE MEMBER:

**NRG Wind Development Company, LLC**
Its: Sole Member

By: _____
Name: Christopher Sotos
Title: Vice President and Controller

***SCHEDULE A***

| MEMBERS | UNITS |
|---|---|
| NRG Wind Development Company, LLC | 1,000 |
| **TOTAL** | 1,000 |

**Exhibit 3.47**

*State of Delaware*
*Secretary of State*
*Division of Corporations*
*Delivered 01:55 PM 10/18/2004*
*FILED 01:37 PM 10/18/2004*
*SRV 040749630 - 3868786 FILE*

CERTIFICATE OF FORMATION

OF

**GCP Funding Company, LLC**

1. The name of the limited liability company is GCP Funding Company, LLC.

2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware, 19801. The name of its registered agent at such address is The Corporation Trust Company.

3. IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of GCP Funding Company, LLC this 18th day of October, 2004.

/s/ Kenneth E. Young
Kenneth E. Young
Authorized Person

**Exhibit 3.48**

**Jan 19, 2006 13:14 EST**

AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

of

**GCP FUNDING COMPANY, LLC**

The undersigned is executing this Amended and Restated Limited Liability Company Agreement (the "Agreement") of GCP Funding Company, LLC (the "Company") as of December 7, 2004:

RECITALS

WHEREAS, a Certificate of Formation of the Company was executed and filed with the office of the Secretary of State of the State of Delaware on October 18, 2004, thereby forming the Company as a limited liability company pursuant to the provisions of the Delaware Limited Liability Company Act, 6 Del. C. §18-101 et seq., (as amended from time to time, the "Act");

WHEREAS, the parties hereto desire to amend and restate the Limited Liability Company Agreement dated as of October 18, 2004 of the Company to provide for the creation of a Board of Managers and to make other amendments as reflected herein;

NOW, THEREFORE in consideration of the premises and the covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. Formation. A certificate of formation of the Company (the "Certificate") was executed and filed with the Office of the Secretary of State of the State of Delaware October 18, 2004.

2. Name. The name of the limited liability company shall be **GCP Funding Company**, **LLC**, or such other name as the Member may from time to time hereafter designate.

3. Definitions. Capitalized terms not otherwise defined herein shall have the meanings set forth therefor in Section 18-101 of the Act.

4. Purpose. The Company is formed for the purpose of engaging in any lawful business permitted by the Act or the laws of any jurisdiction in which the Company may do business. The Company shall have the power to engage in all activities and transactions which the Member deems necesssary or advisable in connection with the foregoing.

5. Offices. The principal place of business and office of the Company shall be located at, and the Company's business shall be conducted from, such place or places as the Managers may designate from time to time.

The registered office of the Company in the State of Delaware shall be located at c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street,

Wilmington, Delaware 19801. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware shall be The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. The Member may from time to time change the registered agent or office by an amendment to the certificate of formation of the Company.

6. Member. Texas Genco LLC is the sole member of the Company (the "Member"). The name and business or residence address of the Member is set forth on Schedule A attached hereto.

7. Term. The term of the Company shall commence on the date of filing of the certificate of formation of the Company in accordance with the Act and shall continue until the Company is dissolved and its affairs are wound up in accordance with Section 17 of this Agreement and a certificate of cancellation is filed in accordance with the Act.

8. Managers. The Member may, from time to time as it deems advisable, designate natural persons as managers of the Company (the "Managers"). Subject to the authority of the Members set forth in this Agreement or by the Act, the business and affairs of the Company shall be managed and controlled by a board of Managers (the "Board"), and the Board shall have full and complete discretion to make all decisions affecting the business and affairs of the Company and to take all such actions as it deems necessary or appropriate to accomplish the purposes of the Company as set forth herein. The Managers, to the extent of their powers as set forth in this Agreement, are agents of the Company for the purpose of the Company's business, and the actions of the Managers taken in accordance with such powers shall bind the Company. Any action by the Board must be unanimous. A Manager may be removed with or without cause at anytime by the Member.

9. Officers. The Managers may, from time to time as they deem advisable, designate natural persons as officers of the Company (the "Officers") or successor Officers of the Company and assign titles to any such person. The Board may delegate such management rights, powers, duties and responsibilities to one or more Officers or such other person or persons designated by them as they may determine. Unless the Board decides otherwise, if the title is one commonly used for officers of a business corporation formed under the Delaware General Corporation Law, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated that office. Any delegation pursuant to this Section 9 may be revoked at any time by the Managers. An Officer may be removed with or without cause at any time by the Managers.

10. Powers. Each of the Managers and Officers is hereby designated as an authorized person within the meaning of the Act, to execute, deliver and file the certificate of formation of the Company and any amendments and/or restatements thereof) and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business. The execution by one Officer or Member of any of the foregoing certificates (and any amendments and/or restatements thereof) shall be sufficient.

11. Capital Contributions. The Member shall make capital contributions to the Company from time to time, which amounts shall be set forth in the books and records of the Company.

12. Certificates. The Company hereby irrevocably elects that all membership interests in the Company shall be securities governed by Article 8 of the Uniform Commercial Code of Delaware and may be represented by certificates. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in New Genco LP, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend. All certificates for membership interests shall designate such interest as a percentage interest as set forth on Schedule A hereto.

13. Transfers of Member Interest. The Member may sell, assign, pledge or otherwise transfer or encumber (collectively, a 'Transfer") any of its membership interest in the Company to any Person so long as such Transfer is in writing.

14. Resignation. The Member shall have the right to resign from the Company so long as such resignation is in writing. The provisions hereof with respect to distributions upon resignation are exclusive and no Member shall be entitled to claim any further or different distribution upon resignation under Section 18-604 of the Act or otherwise.

15. Allocations and Distributions. Distributions of cash or other assets of the Company shall be made at such times and in such amounts as the Board may determine. Distributions shall be made to (and profits and losses of the Company shall be allocated among) the Member.

16. Return of Capital. The Member has the right to receive any distributions which include a return of all or any part of such Member's capital contribution, provided that upon the dissolution and winding up of the Company, the assets of the Company shall be distributed as provided in Section 18-804 of the Act.

17. Dissolution. The Company shall be dissolved and its affairs wound up upon the occurrence of an event causing a dissolution of the Company under Section 18-801 of the Act, except the Company shall not be dissolved upon the occurrence of an event that terminates the continued membership of a Member if (i) at the time of the occurrence of such event there are at least two Members of the Company, or (ii) within ninety (90) days after the occurrence of such event, all remaining Members agree in writing to continue the business of the Company and to the appointment, effective as of the date of such event, of one or more additional Members. In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in the manner, and in the order of priority set forth in Section 18-804 of the Act.

18. Amendments. This Agreement may be amended only upon the written consent of the Member.

19. Other Business. The Member may engage in or possess an interest in other business ventures of every kind and description, independently or with others. The Company shall not have any rights in or to such independent ventures or the income or profits therefrom by virtue of this Agreement.

20. Limited Liability. The Member shall not have any liability for the debts, obligations or liabilities of the Company except to the extent provided by the Act.

21. Exculpation; Indemnification. Neither the Member, any member of the Board, the Officers nor any of their respective affiliates or agents (collectively, "Covered Persons") shall be liable to the Company or any other person or entity who has an interest in the Company for any loss, damage or claim incurred by reason of any act or omission performed or ' omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Member or Officer, as applicable, by this Agreement. To the fullest extent permitted by applicable law, including §18-108 of the Act, each Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Member or Officer, as applicable, by this Agreement; provided, however, that any indemnity under this Section 21 shall be provided out of and to the extent of Company assets only, and neither the Managers nor the Officers, as applicable, nor any other Covered Person, shall have personal liability on account thereof.

22. Banking Matters. The Managers and each Officer and any agent or employee of the Company, or other person designated by such Manager or Officer is hereby authorized and empowered (A) to (i) establish one or more domestic or international accounts (including but not limited to, depository, checking, disbursement, custodian, or investment accounts, and other accounts as deemed necessary or expeditious for business purposes of the Company) ("Accounts"), in the name of the Company with any bank, trust company, savings and loan institution, brokerage firm or other financial institution which said Manager or Officer shall from time to time designate as a depository of funds, securities or other property of the Company, for any purpose and on terms and conditions deemed appropriate by such person on behalf of the Company; and (ii) close Accounts of the Company now or hereafter established; and (B) to assign, limit or revoke any and all authority of any agent or employee of the Company, or other person designated by such Manager or Officer to (i) sign checks, drafts and orders for the payment of money drawn on the Company's Accounts, and all notes of the Company and all acceptances and endorsements of the Company; (ii) execute or initiate electronic fund transfers; (iii) execute or initiate foreign currency exchange transactions; (iv) execute or initiate the investment of monies; and (v) initiate requests for information for any Account of the Company.

23. Amendment. This Agreement may only be amended by a writing duly signed by the Member.

24. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware, without regard to conflict of law rules.

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the date first written above.

TEXAS GENCO LLC,
sole member,

By: /s/ Thad Miller
Name: Thad Miller
Title: Chief Legal Officer

SCHEDULE A

**Members and Interests**

| Name and Address of Member | Interest |
|---|---|
| Texas Genco LLC<br>12301 Kurland Drive<br>4th Floor<br>Houston, Texas 77034 | 100% |

**Exhibit 3.49**

STATE *of* DELAWARE

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**AMENDED AND RESTATED**
**CERTIFICATE OF INCORPORATION**

**OF**

**GREEN MOUNTAIN ENERGY COMPANY**

Green Mountain Energy Company, a corporation organized and existing by virtue of the General Corporation Law of the State of Delaware ("DGCL"), does hereby certify that:

FIRST: The present name of the corporation is Green Mountain Energy Company.

SECOND: The date of filing of the original Certificate of Incorporation of the corporation with the Secretary of State in the State of Delaware was March 3, 1999 and the original name of the corporation was GreenMountain.com Company.

THIRD: This Amended and Restated Certificate of Incorporation, which amends and restates the corporation's Certificate of Incorporation in its entirety, was duly adopted in accordance with Sections 242 and 245 of the DGCL.

FOURTH: The provisions of the Amended and Restated Certificate of Incorporation are as follows:

1. Name. The name of this corporation is Green Mountain Energy Company.

2. Registered Office. The registered office of this corporation in the State of Delaware is located at 2711 Centerville Road, Suite 400 in the City of Wilmington 19808, County of New Castle. The name of its registered agent at such address is Corporation Service Company

3. Purpose. The purpose of this corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

4. Stock. The total number of shares of stock that this corporation shall have authority to issue is 15,000,000 shares of Common Stock, $0.001 par value per share. Each share of Common Stock shall be entitled to one vote.

5. Change in Number of Shares Authorized. Except as otherwise provided in the provisions establishing a class of stock, the number of authorized shares of any class or series of stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the stock of the corporation entitled to vote irrespective of the provisions of Section 242(b)(2) of the General Corporation Law of the State of Delaware.

6. Election of Directors. The election of directors need not be by written ballot unless the by-laws shall so require.

7. Authority of Directors. In furtherance and not in limitation of the power conferred upon the board of directors by law, the board of directors shall have power to make, adopt, alter, amend and repeal from time to time by-laws of this corporation, subject to the right of the stockholders entitled to vote with respect thereto to alter and repeal by-laws made by the board of directors.

8. Liability of Directors. A director of this corporation shall not be liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent that exculpation from liability is not permitted under the General Corporation Law of the State of Delaware as in effect at the time such liability is determined. No amendment or repeal of this paragraph 8 shall apply to or have any effect on the liability or alleged liability of any director of the corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

9. Indemnification. This corporation shall, to the maximum extent permitted from time to time under the law of the State of Delaware, indemnify and upon request advance expenses to any person who is or was a party or is threatened to be made a party to any threatened, pending or completed action, suit, proceeding or claim, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was or has agreed to be a director or officer of this corporation or while a director or officer is or was serving at the request of this corporation as a director, officer, partner, trustee, employee or agent of any corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, against expenses (including attorney's fees and expenses), judgments, fines, penalties and amounts paid in settlement incurred (and not otherwise recovered) in connection with the investigation, preparation to defend or defense of such action, suit, proceeding or claim; provided, however, that the foregoing shall not require this corporation to indemnify or advance expenses to any person in connection with any action, suit, proceeding, claim or counterclaim initiated by or on behalf of such person (other than an action, suit, proceeding, claim or counterclaim initiated by or on behalf of such person in order to enforce such person's rights under this paragraph 9). Such indemnification shall not be exclusive of other indemnification rights arising under any by-law, agreement, vote of directors or stockholders or otherwise and shall inure to the benefit of the heirs and legal representatives of such person. Any person seeking indemnification under this paragraph 9 shall be deemed to have met the standard of conduct required for such indemnification unless the contrary shall be established. Any repeal or modification of the foregoing provisions of this paragraph 9 shall not adversely affect any right or protection of a director or officer of this corporation with respect to any acts or omissions of such director or officer occurring prior to such repeal or modification.

10. Records. The books of this corporation may (subject to any statutory requirements) be kept outside the State of Delaware as may be designated by the board of directors or in the by-laws of this corporation.

11. Meeting of Stockholders of Certain Classes. If at any time this corporation shall have a class of stock registered pursuant to the provisions of the Securities Exchange Act of 1934, for so long as such class is so registered, any action by the stockholders of such class must be taken at an annual or special meeting of stockholders and may not be taken by written consent.

IN WITNESS WHEREOF, the Company has caused this certificate to be executed by Robert P. Thomas, its Chief Legal Officer and Secretary, as of March 31, 2006.

GREEN MOUNTAIN ENERGY COMPANY

By: /s/ Robert P. Thomas
Name: Robert P. Thomas
Title: Chief Legal Officer and Secretary

**Exhibit 3.50**

**BY-LAWS**

**OF**

**GREEN MOUNTAIN ENERGY COMPANY**

**Section 1. LAW, CERTIFICATE OF INCORPORATION AND BY-LAWS**

1.1. These by-laws are subject to the certificate of incorporation of the corporation. In these by-laws, references to law, the certificate of incorporation and by-laws mean the law, the provisions of the certificate of incorporation and the by-laws as from time to time in effect.

**Section 2. STOCKHOLDERS**

2.1. Annual Meeting. The annual meeting of stockholders shall be held within six months after the end of each fiscal year on a date to be fixed by the board of directors or president, unless that day be a legal holiday or a weekend day, in which case the meeting shall be held at the same hour on the next succeeding day not a legal holiday or a weekend day, or at such other date and time as shall be designated from time to time by the board of directors and stated in the notice of the meeting, at which they shall elect a board of directors and transact such other business as may be required by law or these by-laws or as may properly come before the meeting.

2.2. Special Meetings. A special meeting of the stockholders may be called at any time by the chairman of the board, if any, the president or the board of directors. A special meeting of the stockholders shall be called by the secretary, or in the case of the death, absence, incapacity or refusal of the secretary, by an assistant secretary or some other officer, upon application of a majority of the directors. Any such application shall state the purpose or purposes of the proposed meeting. Any such call shall state the place or the means of remote communication, if any, date, hour, and purposes of the meeting and be provided in writing to the stockholders of record.

2.3. Place of Meeting. All meetings of the stockholders for the election of directors or for any other purpose shall be held at such place, within or without the State of Delaware, or, if so determined by the board of directors in its sole discretion, at no place (but rather by means of remote communication), as may be determined from time to time by the chairman of the board, if any, the president or the board of directors. Any adjourned session of any meeting of the stockholders shall be held at the place or (in the case of a meeting by means of remote communication) the means of remote communication designated in the vote of adjournment.

2.4. Notice of Meetings. Except as otherwise provided by law, notice of each meeting of stockholders stating the place, or the means of remote communication, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, the day and hour thereof and, in the case of a special meeting, the purposes for which the meeting is called, shall be given not less then ten nor more than sixty days before the meeting, to each stockholder entitled to vote thereat, and to each stockholder who, by law, by the certificate of incorporation or by these by-laws, is entitled to notice, by leaving such notice with him or at

his residence or usual place of business, or by depositing it in the United States mail, postage prepaid, and addressed to such stockholder at his address as it appears in the records of the corporation. Such notice shall be given by the secretary, or by an officer or person designated by the board of directors, or in the case of a special meeting by the officer calling the meeting. As to any adjourned session of any meeting of stockholders, notice of the adjourned meeting need not be given if the time and place thereof or (in the case of a meeting by means of remote communication) the means of remote communication are announced at the meeting at which the adjournment was taken except that if the adjournment is for more than thirty days or if after the adjournment a new record date is set for the adjourned session, notice of any such adjourned session of the meeting shall be given in the manner heretofore described. No notice of any meeting of stockholders or any adjourned session thereof need be given to a stockholder if a written waiver of notice, executed before or after the meeting or such adjourned session by such stockholder, is filed with the records of the meeting or if the stockholder attends such meeting without objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any meeting of the stockholders or any adjourned session thereof need be specified in any written waiver of notice.

2.5. Quorum of Stockholders. At any meeting of the stockholders a quorum as to any matter shall consist of a majority of the votes entitled to be cast on the matter, except where a larger quorum is required by law, by the certificate of incorporation or by these by-laws. Any meeting may be adjourned from time to time by a majority of the votes properly cast upon the question, whether or not a quorum is present. If a quorum is present at an original meeting, a quorum need not be present at an adjourned session of that meeting. Shares of its own stock belonging to the corporation or to another corporation, if a majority of the shares entitled to vote in the election of directors of such other corporation is held, directly or indirectly, by the corporation, shall neither be entitled to vote nor be counted for quorum purposes; provided, however, that the foregoing shall not limit the right of any corporation to vote stock, including but not limited to its own stock, held by it in a fiduciary capacity.

2.6. Action by Vote. When a quorum is present at any meeting of the stockholders, a plurality of the votes properly cast for election to any office or for election of any director shall elect to such office or director position and a majority of the votes properly cast upon any question other than an election to an office or director position shall decide the question, except when a larger vote is required by law, by the certificate of incorporation or by these by-laws. Voting at meetings of stockholders need not be by written ballot and may be by electronic means, in each case as determined by the board of directors in its sole discretion.

2.7. Action without Meetings. Unless otherwise provided in the certificate of incorporation, any action required or permitted to be taken by stockholders for or in connection with any corporate action may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the corporation by delivery to its registered office in Delaware by hand or certified or registered mail, return receipt requested, to its principal place of business or to an officer or agent of the corporation having custody of the book

in which proceedings of meetings of stockholders are recorded. Each such written consent shall bear the date of signature of each stockholder who signs the consent. No written consent shall be effective to take the corporate action referred to therein unless written consents signed by a number of stockholders sufficient to take such action are delivered to the corporation in the manner specified in this paragraph within sixty days of the earliest dated consent so delivered.

If action is taken by consent of stockholders and in accordance with the foregoing, there shall be filed with the records of the meetings of stockholders the writing or writings comprising such consent.

If action is taken by less than unanimous consent of stockholders, prompt notice of the taking of such action without a meeting shall be given by the corporation to those who have not consented in writing and a certificate signed and attested to by the secretary that such notice was given shall be filed with the records of the meetings of stockholders.

In the event that the action which is consented to is such as would have required the filing of a certificate under any provision of the General Corporation Law of the State of Delaware, if such action had been voted upon by the stockholders at a meeting thereof, the certificate filed under such provision shall state, in lieu of any statement required by such provision concerning a vote of stockholders, that written consent has been given under Section 228 of said General Corporation Law and that written notice has been given as provided in such Section 228.

2.8. Proxy Representation. Every stockholder may authorize another person or persons to act for him by proxy in all matters in which a stockholder is entitled to participate, whether by waiving notice of any meeting, objecting to or voting or participating at a meeting, or expressing consent or dissent without a meeting. Every proxy must be signed by the stockholder or by his attorney-in-fact. No proxy shall be voted or acted upon after three years from its date unless such proxy provides for a longer period. A duly executed proxy shall be irrevocable if it states that it is irrevocable and, if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A proxy may be made irrevocable regardless of whether the interest with which it is coupled is an interest in the stock itself or an interest in the corporation generally. The authorization of a proxy may but need not be limited to specified action, provided, however, that if a proxy limits its authorization to a meeting or meetings of stockholders, unless otherwise specifically provided such proxy shall entitle the holder thereof to vote at any adjourned session but shall not be valid after the final adjournment thereof.

2.9. Inspectors. The directors or the person presiding at the meeting may, and shall if required by applicable law, appoint one or more inspectors of election and any substitute inspectors to act at the meeting or any adjournment thereof. Each inspector, before entering upon the discharge of his duties, shall take and sign an oath faithfully to execute the duties of inspector at such meeting with strict impartiality and according to the best of his ability. The inspectors, if any, shall determine the number of shares of stock outstanding and the voting power of each, the shares of stock represented at the meeting, the existence of a quorum, the validity and effect of proxies, and shall receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes, ballots or consents, determine the result, and do such acts as are proper to conduct the election or vote with fairness to all stockholders. On request of the person presiding at the meeting, the

inspectors shall make a report in writing of any challenge, question or matter determined by them and execute a certificate of any fact found by them.

2.10. List of Stockholders. At least ten days before each meeting of stockholders, a complete list of the stockholders entitled to vote at such meeting, arranged in alphabetical order and showing the address of each stockholder and the number of shares registered in his or her name shall be prepared by the officer or agent having charge of the stock transfer books and shall be open to examination by any stockholder on either a reasonably accessible electronic network (for which such information required to access the electronic network shall be provided with the notice of the meeting) or at the corporation's principal place of business during ordinary hours. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, as required by applicable law. If the meeting is to be held at a place, such list shall be produced and kept open at the time and place of the meeting during the whole time thereof, and shall be subject to the inspection of any stockholder who may be present, If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting. The stock ledger shall be the only evidence as to who are stockholders entitled to examine such list or to vote in person or by proxy at such meeting.

**Section 3. BOARD OF DIRECTORS**

3.1. Number. The corporation shall have one or more directors, the number of directors to be determined from time to time by vote of a majority of the directors then in office. No decrease in the number of directors constituting the board of directors may shorten the remaining term of any incumbent director. No director need be a stockholder.

3.2. Tenure. Except as otherwise provided by law, by the certificate of incorporation or by these by-laws, each director shall hold office until the next annual meeting of stockholders and until his successor is elected and qualified, or until he sooner dies, resigns, is removed or becomes disqualified.

3.3. Powers. The business and affairs of the corporation shall be managed by or under the direction of the board of directors who shall have and may exercise all the powers of the corporation and do all such lawful acts and things as are not by law, the certificate of incorporation or these by-laws directed or required to be exercised or done by the stockholders.

3.4. Vacancies. Vacancies and any newly created directorships resulting from any increase in the number of directors may be filled by vote of the holders of the particular class or series of stock entitled to elect such director at a meeting called for the purpose, or by a majority of the directors then in office, although less than a quorum, or by a sole remaining director, in each case elected by the particular class or series of stock entitled to elect such directors. When one or more directors shall resign from the board, effective at a future date, a majority of the directors then in office, including those who have resigned, who were elected by the particular class or series of stock entitled to elect such resigning director or directors shall have power to fill such vacancy or vacancies, the vote or action by writing thereon to take effect when such resignation or resignations shall become effective. The directors shall have and may exercise all

their powers notwithstanding the existence of one or more vacancies in their number, subject to any requirements of law or of the certificate of incorporation or of these by-laws as to the number of directors required for a quorum or for any vote or other actions.

3.5. Committees. The board of directors may (a) designate, change the membership of or terminate the existence of any committee or committees, each committee to consist of one or more of the directors; and (b) determine the extent to which each such committee shall have and may exercise the powers of the board of directors in the management of the business and affairs of the corporation, including the power to authorize the seal of the corporation to be affixed to all papers which require it and the power and authority to declare dividends or to authorize the issuance of stock; excepting, however, such powers which by law, by the certificate of incorporation or by these by-laws they are prohibited from so delegating. Except as the board of directors may otherwise determine, any committee may make rules for the conduct of its business, but unless otherwise provided by the board or such rules, its business shall be conducted as nearly as may be in the same manner as is provided by these by-laws for the conduct of business by the board of directors. Each committee shall keep regular minutes of its meetings and report the same to the board of directors upon request.

3.6. Regular Meetings. Regular meetings of the board of directors may be held without call or notice at such places within or without the State of Delaware and at such times as the board may from time to time determine, provided that notice of the first regular meeting following any such determination shall be given to absent directors. A regular meeting of the directors may be held without call or notice immediately after and at the same place as the annual meeting of stockholders.

3.7. Special Meetings. Special meetings of the board of directors may be held at time and at any place within or without the State of Delaware designated in the notice of the meeting, when called by the chairman of the board, if any, the president, or by one-third or more in number of the directors, reasonable notice thereof being given to each director by the secretary or by the chairman of the board, if any, the president or any one of the directors calling the meeting.

3.8. Notice. It shall be reasonable and sufficient notice to a director to send notice by mail at least three business days or by telegram at least twenty-four hours before the meeting addressed to him at his usual or last known business or residence address or to give notice to him in person or by telephone at least twenty-four hours before the meeting. Notice of a meeting need not be given to any director if a written waiver of notice, executed by him before or after the meeting, is filed with the records of the meeting, or to any director who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him. Neither notice of a meeting nor a waiver of a notice need specify the purposes of the meeting.

3.9. Quorum. Except as may be otherwise provided by law, by the certificate of incorporation or by these by-laws, at any meeting of the directors a majority of the directors then in office shall constitute a quorum; a quorum shall not in any case be less than one-third of the total number of director positions constituting the whole board. Any meeting may be adjourned from time to time by a majority of the votes cast upon the question, whether or not a quorum is present, and the meeting may be held as adjourned without further notice.

3.10. Action by Vote. Except as may be otherwise provided by law, by the certificate of incorporation or by these by-laws, when a quorum is present at any meeting the vote of a majority of the directors present shall be the act of the board of directors.

3.11. Action Without a Meeting. Any action required or permitted to be taken at any meeting of the board of directors or a committee thereof may be taken without a meeting if all the members of the board or of such committee, as the case may be, consent thereto in writing or by electronic transmission, and such writings or electronic transmissions are filed with the records of the meetings of the board or of such committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form, Such consent shall be treated for all purposes as the act of the board or of such committee, as the case may be.

3.12. Participation in Meetings by Conference Telephone. Members of the board of directors, or any committee designated by such board, may participate in a meeting of such board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other or by any other means permitted by law. Such participation shall constitute presence in person at such meeting.

3.13. Compensation. In the discretion of the board of directors, each director may be paid such fees for his services as director and be reimbursed for his reasonable expenses incurred in the performance of his duties as director as the board of directors from time to time may determine. Nothing contained in this section shall be construed to preclude any director from serving the corporation in any other capacity and receiving reasonable compensation therefor.

3.14. Interested Directors and Officers.

(a) No contract or transaction between the corporation and one or more of its directors or officers, or between the corporation and any other corporation, partnership, association, or other organization in which one or more of the corporation's directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the board or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose, if:

(1) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the board of directors or the committee, and the board or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or

(2) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or

(3) The contract or transaction is fair as to the corporation as of the time it is authorized, approved or ratified, by the board of directors, a committee thereof, or the stockholders.

(b) Common or interested directors may be counted in determining the presence of a quorum at a meeting of the board of directors or of a committee which authorizes the contract or transaction.

**Section 4. OFFICERS AND AGENTS**

4.1. Enumeration; Qualification. The officers of the corporation shall be a president, a treasurer, a secretary and such other officers, if any, as the board of directors from time to time may in its discretion elect or appoint including without limitation a chairman of the board, one or more vice presidents and a controller. The corporation may also have such agents, if any, as the board of directors from time to time may in its discretion choose. Any officer may be but none need be a director or stockholder. Any two or more offices may be held by the same person. Any officer may be required by the board of directors to secure the faithful performance of his duties to the corporation by giving bond in such amount and with sureties or otherwise as the board of directors may determine.

4.2. Powers. Subject to law, to the certificate of incorporation and to the other provisions of these by-laws, each officer shall have, in addition to the duties and powers herein set forth, such duties and powers as are commonly incident to his office and such additional duties and powers as the board of directors may from time to time designate.

4.3. Election. The officers may be elected by the board of directors at their first meeting following the annual meeting of the stockholders or at any other time. At any time or from time to time the directors may delegate to any officer their power to elect or appoint any other officer or any agents.

4.4. Tenure. Each officer shall hold office until the first meeting of the board of directors following the next annual meeting of the stockholders and until his respective successor is chosen and qualified unless a shorter period shall have been specified by the terms of his election or appointment, or in each case until he sooner dies, resigns, is removed or becomes disqualified. Each agent shall retain his authority at the pleasure of the directors, or the officer by whom he was appointed or by the officer who then holds agent appointive power.

4.5. Chairman of the Board of Directors, President and Vice President. The chairman of the board, if any, shall have such duties and powers as shall be designated from time to time by the board of directors. Unless the board of directors otherwise specifies, the chairman of the board, or if there is none the chief executive officer, shall preside, or designate the person who shall preside, at all meetings of the stockholders and of the board of directors.

Unless the board of directors otherwise specifies, the president shall be the chief executive officer and shall have direct charge of all business operations of the corporation and, subject to the control of the directors, shall have general charge and supervision of the business of the corporation.

Any vice presidents shall have such duties and powers as shall be set forth in these by-laws or as shall be designated from time to time by the board of directors or by the president.

4.6. Treasurer and Assistant Treasurers. Unless the board of directors otherwise specifies, the treasurer shall be the chief financial officer of the corporation and shall be in charge of its funds and valuable papers, and shall have such other duties and powers as may be designated from time to time by the board of directors or by the president. If no controller is elected, the treasurer shall, unless the board of directors otherwise specifies, also have the duties and powers of the controller.

Any assistant treasurers shall have such duties and powers as shall be designated from time to time by the board of directors, the president or the treasurer.

4.7. Controller and Assistant Controllers. If a controller is elected, he shall, unless the board of directors otherwise specifies, be the chief accounting officer of the corporation and be in charge of its books of account and accounting records, and of its accounting procedures. He shall have such other duties and powers as may be designated from time to time by the board of directors, the president or the treasurer.

Any assistant controller shall have such duties and powers as shall be designated from time to time by the board of directors, the president, the treasurer or the controller.

4.8. Secretary and Assistant Secretaries. The secretary shall record all proceedings of the stockholders, of the board of directors and of committees of the board of directors in a book or series of books to be kept therefor and shall file therein all actions by written consent of stockholders or directors. In the absence of the secretary from any meeting, an assistant secretary, or if there be none or he is absent, a temporary secretary chosen at the meeting, shall record the proceedings thereof. Unless a transfer agent has been appointed the secretary shall keep or cause to be kept the stock and transfer records of the corporation, which shall contain the names and record addresses of all stockholders and the number of shares registered in the name of each stockholder. He shall have such other duties and powers as may from time to time be designated by the board of directors or the president.

Any assistant secretaries shall have such duties and powers as shall be designated from time to time by the board of directors, the president or the secretary.

**Section 5. RESIGNATIONS AND REMOVALS**

5.1. Any director or officer may resign at any time by delivering his resignation in writing to the chairman of the board, if any, the president, or the secretary or to a meeting of the board of directors. Such resignation shall be effective upon receipt unless specified to be effective at some other time, and without in either case the necessity of its being accepted unless the resignation shall so state. Except as may be otherwise provided by law, by the certificate of incorporation or by these by-laws, a director (including persons elected by stockholders or directors to fill vacancies in the board) may be removed from office with or without cause by the vote of the holders of a majority of the issued and outstanding shares of the particular class or series entitled to vote in the election of such directors. The board of directors may at any time remove any officer either with or without cause. The board of directors may at any time terminate or modify the authority of any agent.

## Section 6. VACANCIES

6.1. If the office of the president or the treasurer or the secretary becomes vacant, the directors may elect a successor. If the office of any other officer becomes vacant, any person or body empowered to elect or appoint that officer may choose a successor. Each such successor shall hold office for the unexpired term, and in the case of the president, the treasurer and the secretary until his successor is chosen and qualified or in each case until he sooner dies, resigns, is removed or becomes disqualified. Any vacancy of a directorship shall be filled as specified in Section 3.4 of these by-laws.

## Section 7. CAPITAL STOCK

7.1. Stock Certificates. Each stockholder shall be entitled to a certificate stating the number and the class and the designation of the series, if any, of the shares held by him, in such form as shall, in conformity to law, the certificate of incorporation and the by-laws, be prescribed from time to time by the board of directors. Such certificate shall be signed by the chairman or vice chairman of the board, if any, or the president or a vice president and by the treasurer or an assistant treasurer or by the secretary or an assistant secretary. Any of or all the signatures on the certificate may be a facsimile. In case an officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed on such certificate shall have ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer, transfer agent, or registrar at the time of its issue.

7.2. Loss of Certificates. In the case of the alleged theft, loss, destruction or mutilation of a certificate of stock, a duplicate certificate may be issued in place thereof, upon such terms, including receipt of a bond sufficient to indemnify the corporation against any claim on account thereof, as the board of directors may prescribe.

## Section 8. TRANSFER OF SHARES OF STOCK

8.1. Transfer on Books. Subject to the restrictions, if any, stated or noted on the stock certificate, shares of stock may be transferred on the books of the corporation by the surrender to the corporation or its transfer agent of the certificate therefor properly endorsed or accompanied by a written assignment and power of attorney properly executed, with necessary transfer stamps affixed, and with such proof of the authenticity of signature as the board of directors or the transfer agent of the corporation may reasonably require. Except as may be otherwise required by law, by the certificate of incorporation or by these by-laws, the corporation shall be entitled to treat the record holder of stock as shown on its books as the owner of such stock for all purposes, including the payment of dividends and the right to receive notice and to vote or to give any consent with respect thereto and to be held liable for such calls and assessments, if any, as may lawfully be made thereon, regardless of any transfer, pledge or other disposition of such stock until the shares have been properly transferred on the books of the corporation.

It shall be the duty of each stockholder to notify the corporation of his post office address.

8.2. Record Date. In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the board of directors, and which record date shall not be more than sixty nor less than ten days before the date of such meeting. If no such record date is fixed by the board of directors, the record date for determining the stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the board of directors may fix a new record date for the adjourned meeting.

In order that the corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the board of directors, and which date shall not be more than ten days after the date upon which the resolution fixing the record date is adopted by the board of directors. If no such record date has been fixed by the board of directors, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the board of directors is required by the General Corporation Law of the State of Delaware, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the corporation by delivery to its registered office in Delaware by hand or certified or registered mail, return receipt requested, to its principal place of business or to an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded. If no record date has been fixed by the board of directors and prior action by the board of directors is required by the General Corporation Law of the State of Delaware, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the board of directors adopts the resolution taking such prior action.

In order that the corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than sixty days prior to such payment, exercise or other action. If no such record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the board of directors adopts the resolution relating thereto.

**Section 9. CORPORATE SEAL**

9.1. Subject to alteration by the directors, the seal of the corporation shall consist of a flat-faced circular die with the word “Delaware” and the name of the corporation cut or engraved thereon, together with such other words, dates or images as may be approved from time to time by the directors.

**Section 10. EXECUTION OF PAPERS**

10.1. Except as the board of directors may generally or in particular cases authorize the execution thereof in some other manner, all deeds, leases, transfers, contracts, bonds, notes, checks, drafts or other obligations made, accepted or endorsed by the corporation shall be signed by the chairman of the board, if any, the president, a vice president or the treasurer.

**Section 11. NOTICES AND WAIVERS GENERALLY**

11.1. Form of Notice. Whenever by law, the certificate of incorporation or these by- laws, notice is to be given to any director or stockholder, and no provision is made as to how such notice will be given, such notice shall be given, in writing, by mail, postage prepaid, addressed to such director or stockholder at such address as appears on the books of the corporation. Any notice required or permitted to be given by mail shall be deemed to be given three business days after the same is deposited in the United States mails. Notice to stockholders may be given by a form of electronic transmission if consented to by the stockholders to whom notice is given.

Notice to directors may be given by telecopier, electronic mail or other means of electronic transmission.

11.2. Waivers. Whenever any notice is required to be given to any stockholder or director as required by law, the certificate of incorporation or these by-law, a waiver thereof in writing signed by the person or persons entitled to such notice or a waiver of notice by electronic transmission, whether before or after the time stated in such notice, shall be equivalent to the giving of such notice. Attendance of a stockholder or director at a meeting shall constitute a waiver of notice of such meeting, except where such stockholder or director attends for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business on the ground that the meeting has not been lawfully called or convened.

**Section 12. FISCAL YEAR**

12.1. The fiscal year of the corporation shall end on the 31st of December in each year.

**Section 13. AMENDMENTS**

13.1. These by-laws may be adopted, amended or repealed by vote of a majority of the directors then in office or by vote of a majority of the voting power of the stock outstanding and entitled to vote. Any by-law, whether adopted, amended or repealed by the stockholders or directors, may be amended or reinstated by the stockholders or the directors.

**Exhibit 3.51**

**CERTIFICATE OF FORMATION**

**OF**

**HUNTLEY IGCC LLC**

1. Name: The name of the limited liability company is **Huntley IGCC LLC**.

2. Registered Office: The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

3. Organizer: The name and address of the sole organizer of the limited liability company is Deborah Fry, NRG Energy, Inc., 211 Carnegie Center, Princeton, New Jersey 08540.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Huntley IGCC LLC this 22nd day of June, 2006.

/s/ Deborah Fry
Authorized Person

**Exhibit 3.52**

**LIMITED LIABILITY COMPANY AGREEMENT**
**OF**
**HUNTLEY IGCC LLC**
**a Delaware Limited Liability Company**

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "**Agreement**") of HUNTLEY IGCC LLC (the "**Company**"), dated as of Oct, 19, 2006 is adopted by, and executed and agreed to, for good and valuable consideration, by the sole member of the Company, NRG Energy Inc., a Delaware corporation.

**ARTICLE I**
**DEFINITIONS**

1.1 *Definitions*. As used in this Agreement, the following terms have the following meanings:

"Act" means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

"Agreement" has the meaning given that term in the introductory paragraph.

"Capital Contribution" means the aggregate contribution by a Member to the capital of the Company.

"Certificate" has the meaning given that term in Section 2.1.

"Company" means Huntley IGCC LLC, a Delaware limited liability company.

"Dispose," "Disposed," "Disposing" or "Disposition" means a sale, assignment, transfer, exchange, mortgage, pledge, grant of a security interest or other disposition or encumbrance (including, without limitation, by operation of law) or the acts thereof.

"Incapacity" or "Incapacitated" means (a) with respect to a natural person, the bankruptcy, death, incompetency or insanity of such person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

"Majority Members" means Members holding a majority of the Units owned by all Members or if there is only one Member, such Member.

"Member" means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

"Person" means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

"Proceeding" has the meaning given such term in Section 5.1.

"Units" means the units of each Member representing such Member's interest in the income, gains, losses, deductions and expenses of the Company as set forth on Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2 *Construction*. Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

## ARTICLE II
## ORGANIZATION

2.1 *Formation*. The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the **"Certificate")** under and pursuant to the Act.

2.2 *Name*. The name of the Company is "Huntley IGCC LLC" and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3 *Registered Office; Registered Agent; Principal Office; Other Offices*. The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4 *Purposes*. The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5 *Foreign Qualification*. Prior to the Company's conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6 *Term*. The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7 *No State-Law Partnership*. The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venture, of any other Member, for any purposes other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8 *Unit Certificates*. The number of authorized Units shall initially be one thousand (1,000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, shall be recorded in a register thereof maintained by the Company, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine.

## ARTICLE III
## MEMBERS, UNITS AND DISTRIBUTIONS

3.1 *Members*.

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2 *Liability of Members*. Except as otherwise required by applicable law and as explicitly set forth in this Agreement, no Member shall have any personal liability whatsoever in its capacity as a Member, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company, and therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein. To the extent that, at law or in equity, a Member or other Person has duties (including

fiduciary duties) and liabilities relating thereto to the Company or another Person, such Member or other Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement.

3.3 *Member Units*. Each Member's interest in the Company, including such Member's interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4 *Issuance of Additional Units and Interests*. The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5 *Distributions*. Subject to the provision of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

## ARTICLE IV
## MANAGEMENT

4.1 *Management by the Members*. The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Majority Members, and the Majority Members shall make all decisions and take all actions for the Company.

4.2 *Actions by Members; Delegation of Authority and Duties*.

(a) In managing the business and affairs of the Company and exercising its powers, the Majority Members shall act through (i) meetings and written consents pursuant to Sections 4.3 and 4.4; and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles (including, without limitation, chairman, chief executive officer, president, vice president, secretary, assistant secretary, treasurer and assistant treasurer)

to any such Persons and delegate to such other individuals certain authority and duties. Any number of titles may be held by the same individual. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3 *Meetings*.

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Majority Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4 *Action by Written Consent or Telephone Conference*. Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5 *Conflicts of Interest*. Each Member and officer of the Company at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation to offer to the Company or any other Member or officer the right to participate therein. The Company may transact business with any Member, officer or affiliate thereof *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6 *Officers*.

(a) The Majority Members may, from time to time, designate one or more persons to be officers of the Company. No officer need be a resident of the State of Delaware, or

a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

## ARTICLE V
## INDEMNIFICATION

5.1 *Exculpation*. Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, none of the Members, managers, or any other officers, directors, stockholders, partners, employees, affiliates, representatives, or agents of any of the foregoing, nor any officer, employee, representative or agent of the Company (individually, a "Covered Person" and collectively, the "Covered Persons") shall be liable to the Company or any other person bound by this Agreement for any act or omission (in relation to the Company, its property or the conduct of its business or affairs, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted by a Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

5.2 *Indemnification*. To the fullest extent permitted by law, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative ("Claims"), in which the Covered Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Section 5.2 with respect to (i) any Claim with respect to which such Covered Person has engaged in fraud, willful misconduct, bad faith or gross negligence or (ii) any Claim initiated by such Covered Person unless such Claim (or part thereof) (A) was brought to enforce such Covered Person's rights to indemnification hereunder or (B) was authorized or consented to by the Board. Expenses incurred by a Covered

Person in defending any Claim shall be paid by the Company in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Section 5.2.

5.3 *Amendments*. Any repeal or modification of this Article V by the Members shall not adversely affect any rights of such Covered Person pursuant to this Article V, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

**ARTICLE VI**
**TAXES AND BOOKS**

6.1 *Tax Returns*. The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2 *Books*. The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

**ARTICLE VII**
**TRANSFERS**

7.1 *Assignment by Members*. No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member's Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2 *Void Assignment*. Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7.3 *Substituted Member*.

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4 *Effect of Assignment*.

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5 *Effect of Incapacity*. Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

**ARTICLE VIII**
**DISSOLUTION, LIQUIDATION AND TERMINATION**

8.1 *Dissolution*. The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

(a) the written consent of the Majority Members; and

(b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or

(c) on the date set forth in the Certificate.

8.2 *Liquidation and Termination*. On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

(a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and



(b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3 *Cancellation of Certificate*. On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

**ARTICLE IX**
**GENERAL PROVISIONS**

9.1 *Notices*. Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by. depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested or by delivering that writing to the recipient in person, by courier, or by facsimile transmission; and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it. All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

9.2 *Entire Agreement*. This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3 *Effect of Waiver or Consent*. A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, docs not

constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4 *Amendment or Modification*. This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5 *Binding Effect*. Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6 *Governing Law; Severability*. THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7 *Counterparts*. This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

******

IN WITNESS WHEREOF, the sole Member has executed this Agreement as of the date first set forth above.

SOLE MEMBER:

**NRG Energy, Inc.**
Its: Sole Member

By: /s/ Tanuja M. Dehne
Name: Tanuja M. Dehne
Title: Corporate Secretary

***SCHEDULE A***

| MEMBERS | UNITS |
|---|---|
| NRG Energy, Inc.<br>211 Carnegie Center<br>Princeton, NJ 08540 | 1,000 |
| **TOTAL** | 1,000 |

**Exhibit 3.55**

**CERTIFICATE OF FORMATION**

**OF**

**INDIAN RIVER IGCC LLC**

1. Name: The name of the limited liability company is **Indian River IGCC LLC**.

2. Registered Office: The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

3. Organizer: The name and address of the sole organizer of the limited liability company is Deborah Fry, NRG Energy, Inc., 211 Carnegie Center, Princeton, New Jersey 08540.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Indian River IGCC LLC this 22nd day of June, 2006.

/s/ Deborah Fry
Authorized Person

**Exhibit 3.56**

**LIMITED LIABILITY COMPANY AGREEMENT**
**OF**
**INDIAN RIVER IGCC LLC**
**a Delaware Limited Liability Company**

THIS LIMITED LIABILITY COMPANY AGREEMENT (this **"Agreement")** of INDIAN RIVER IGCC LLC (the **"Company"),** dated as of Oct 19, 2006 is adopted by, and executed and agreed to, for good and valuable consideration, by the sole member of the Company, NRG Energy Inc., a Delaware corporation.

**ARTICLE I**
**DEFINITIONS**

1.1 *Definitions*. As used in this Agreement, the following terms have the following meanings:

"Act" means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

"Agreement" has the meaning given that term in the introductory paragraph.

"Capital Contribution" means the aggregate contribution by a Member to the capital of the Company.

"Certificate" has the meaning given that term in Section 2.1.

"Company" means Indian River IGCC LLC, a Delaware limited liability company.

"Dispose," "Disposed," "Disposing" or "Disposition" means a sale, assignment, transfer, exchange, mortgage, pledge, grant of a security interest or other disposition or encumbrance (including, without limitation, by operation of law) or the acts thereof.

"Incapacity" or "Incapacitated" means (a) with respect to a natural person, the bankruptcy, death, incompetency or insanity of such person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

"Majority Members" means Members holding a majority of the Units owned by all Members or if there is only one Member, such Member.

"Member" means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

"Person" means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

"Proceeding" has the meaning given such term in Section 5.1.

"Units" means the units of each Member representing such Member's interest in the income, gains, losses, deductions and expenses of the Company as set forth on Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2 *Construction*. Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

## ARTICLE II
## ORGANIZATION

2.1 *Formation*. The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the **"Certificate"**) under and pursuant to the Act.

2.2 *Name.* The name of the Company is "Indian River IGCC LLC" and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3 *Registered Office;. Registered Agent; Principal Office; Other Offices*. The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4 *Purposes*. The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5 *Foreign Qualification*. Prior to the Company's conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6 *Term*. The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7 *No State-Law Partnership*. The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8 *Unit Certificates*. The number of authorized Units shall initially be one thousand (1,000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, shall be recorded in a register thereof maintained by the Company, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine.

## ARTICLE III
## MEMBERS, UNITS AND DISTRIBUTIONS

3.1 *Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2 *Liability of Members*. Except as otherwise required by applicable law and as explicitly set forth in this Agreement, no Member shall have any personal liability whatsoever in its capacity as a Member, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company, and therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein. To the extent that, at law or in equity, a Member or other Person has duties (including

fiduciary duties) and liabilities relating thereto to the Company or another Person, such Member or other Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement.

3.3 *Member Units*. Each Member's interest in the Company, including such Member's interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4 *Issuance of Additional Units and Interests*. The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5 *Distributions*. Subject to the provision of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

## ARTICLE IV
## MANAGEMENT

4.1 *Management by the Members*. The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Majority Members, and the Majority Members shall make all decisions and take all actions for the Company.

4.2 *Actions by Members; Delegation of Authority and Duties*.

(a) In managing the business and affairs of the Company and exercising its powers, the Majority Members shall act through (i) meetings and written consents pursuant to Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles (including, without limitation, chairman, chief executive officer, president, vice president, secretary, assistant secretary, treasurer and assistant treasurer)

to any such Persons and delegate to such other individuals certain authority and duties. Any number of titles may be held by the same individual. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3 *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Majority Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4 *Action by Written Consent or Telephone Conference*. Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5 *Conflicts of Interest*. Each Member and officer of the Company at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation to offer to the Company or any other Member or officer the right to participate therein. The Company may transact business with any Member, officer or affiliate thereof *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6 *Officers.*

(a) The Majority Members may, from time to time, designate one or more persons to be officers of the Company. No officer need be a resident of the State of Delaware, or

a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

## ARTICLE V
## INDEMNIFICATION

5.1 *Exculpation*. Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, none of the Members, managers, or any other officers, directors, stockholders, partners, employees, affiliates, representatives, or agents of any of the foregoing, nor any officer, employee, representative or agent of the Company (individually, a "Covered Person" and collectively, the "Covered Persons") shall be liable to the Company or any other person bound by this Agreement for any act or omission (in relation to the Company, its property or the conduct of its business or affairs, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted by a Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

5.2 *Indemnification*. To the fullest extent permitted by law, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative ("Claims"), in which the Covered Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Section 5.2 with respect to (i) any Claim with respect to which such Covered Person has engaged in fraud, willful misconduct, bad faith or gross negligence or (ii) any Claim initiated by such Covered Person unless such Claim (or part thereof) (A) was brought to enforce such Covered Person's rights to indemnification hereunder or (B) was authorized or consented to by the Board. Expenses incurred by a Covered

Person in defending any Claim shall be paid by the Company in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Section 5.2.

5.3 *Amendments*. Any repeal or modification of this Article V by the Members shall not adversely affect any rights of such Covered Person pursuant to this Article V, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

**ARTICLE VI**
**TAXES AND BOOKS**

6.1 *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2 *Books*. The Company shall keep books and records of accotints and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

**ARTICLE VII**
**TRANSFERS**

7.1 *Assignment by Members*. No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member's Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2 *Void Assignment*. Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7.3 *Substituted Member*.

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.



7.4 *Effect of Assignment.*

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5 *Effect of Incapacity*. Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

**ARTICLE VIII**
**DISSOLUTION, LIQUIDATION AND TERMINATION**

8.1 *Dissolution*. The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

(a) the written consent of the Majority Members; and

(b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or

(c) on the date set forth in the Certificate.

8.2 *Liquidation and Termination*. On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

(a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and

(b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3 *Cancellation of Certificate*. On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

## ARTICLE IX
## GENERAL PROVISIONS

9.1 *Notices*. Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested or by delivering that writing to the recipient in person, by courier, or by facsimile transmission; and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it. All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

9.2 *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3 *Effect of Waiver or Consent*. A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not

constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4 *Amendment or Modification*. This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5 *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6 *Governing Law; Severability*. THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7 *Counterparts*. This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

******

IN WITNESS WHEREOF, the sole Member has executed this Agreement as of the date first set forth above.

SOLE MEMBER:

**NRG Energy, Inc.**
Its: Sole Member

By: /s/Tanuja M. Dehne
Name: Tanuja M. Dehne
Title: Corporate Secretary

***SCHEDULE A***

| MEMBERS | UNITS |
|---|---|
| NRG Energy, Inc.<br>211 Carnegie Center<br>Princeton, NJ 08540 | 1,000 |
| **TOTAL** | 1,000 |

**Exhibit 3.65**

**Certificate of Formation**
**Limited Liability Company**

**Article 1 - Entity Name and Type**

The filing entity being formed is a limited liability company. The name of the entity is:

**Langford Wind Power, LLC**

The name of the entity must contain the words "Limited Liability Company" or "Limited Company," or an accepted abbreviation of such terms. The name must not be the same as, deceptively similar to or similar to that of an existing corporate, limited liability company, or limited partnership name on file with the secretary of state. A preliminary check for "name availability" is recommended.

**Article 2 - Registered Agent and Registered Office**

☐ A. The initial registered agent is an organization (cannot be company named above) by the name of:

OR

☒ B. The initial registered agent is an individual resident of the state whose name is set forth below:

**Name:**
**Brent D. Hilliard**

C. The business address of the registered agent and the registered office address is:

**Street Address:**
**511 West Missouri Avenue Midland TX 79701**

**Article 3 - Governing Authority**

☒ A. The limited liability company is to be managed by managers.

OR

☐ B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Manager 1: **Brent D. Hilliard** Title: **Manager**

Address: **511 West Missouri Avenue Midland TX, USA 79701**

**Article 4 - Purpose**

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

**Supplemental Provisions/Information**

[The attached addendum, if any, is incorporated herein by reference.]

**Organizer**

The name and address of the organizer are set forth below.

**Monty D. Biggs 511 West Missouri Avenue, Midland, Texas 79701**

**Effectiveness of Filing**

☒ A. This document becomes effective when the document is filed by the secretary of state.

OR

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

**Execution**

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

**Monty D. Biggs**

Signature of Organizer

**FILING OFFICE COPY**

**Form 424**
**(Revised 01/06)**
Return in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709
**Filing Fee: See instructions**

**[SEAL]**

**Certificate of Amendment**

This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas

MAY 14 2009

**Corporations Section**

**Entity Information**

The name of the filing entity is:

Langford Wind Power, LLC

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a: (Select the appropriate entity type below.)

☐ For-profit Corporation
☐ Nonprofit Corporation
☐ Cooperative Association
☒ Limited Liability Company
☐ Professional Corporation
☐ Professional Limited Liability Company
☐ Professional Association
☐ Limited Partnership

The file number issued to the filing entity by the secretary of state is: 800884816

The date of formation of the entity is: October 16,2007

**Amendments**

**1. Amended Name**
**(If the purpose of the certificate of amendment is to change the name of the entity, use the following statement)**

The amendment changes the certificate of formation to change the article or provision that names the filing entity. The article or provision is amended to read as follows:

The name of the filing entity is: (state the new name of the entity below)

The name of the entity must contain an organizational designation or accepted abbreviation of such term, as applicable.

**2. Amended Registered Agent/Registered Office**

The amendment changes the certificate of formation to change the article or provision stating the name of the registered agent and the registered office address of the filing entity. The article or provision is amended to read as follows:

**RECEIVED**
**MAY 14 2009**
**Secretary of State**

Registered Agent
(Complete either A or B, but not both. Also complete C.)

☒ A. The registered agent is an organization (cannot be entity named above) by the name of:

C T Corporation System

OR

☐ B. The registered agent is an individual resident of the state whose name is:

| *First Name* | *M.I.* | *Last Name* | *Suffix* |
|---|---|---|---|

C. The business address of the registered agent and the registered office address is:

| 350 N. St. Paul Street | Dallas | TX | 75201 |
|---|---|---|---|
| *Street Address (No P.O. Box)* | *City* | *State* | *Zip Code* |

**3. Other Added, Altered, or Deleted Provisions**

Other changes or additions to the certificate of formation may be made in the space provided below, If the space provided is insufficient, incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

☐ **Add** each of the following provisions to the certificate of formation. The identification or reference of the added provision and the full text are as follows:

☒ **Alter** each of the following provisions of the certificate of formation. The identification or reference of the altered provision and the full text of the provision as amended are as follows:

Article 3 - Governing Authority is amended in its entirety to read as follows: The limited liability company will not have managers. Management of the company is reserved to the members. The name, address and title of the governing entity are NRG Wind Development Company, LLC, 211 Carnegie Center, Princeton, NJ 08450, Title: Sole Member

☐ **Delete** each of the provisions identified below from the certificate of formation.

**Statement of Approval**

The amendments to the certificate of formation have been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.

**Effectiveness of Filing** (Select either A, B, or C)

A. ☒ This document becomes effective when the document is filed by the secretary of state.

B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is:

C. ☐ This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is:

The following event or fact will cause the document to take effect in the manner described below:

**Execution**

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: May 11, 2009

Langford Wind Power, LLC
By: NRG Wind Development Company, LLC
Its: Sole Member
By: NRG Energy, Inc.
Its: Sole Member

By: /s/ Jan Paulin
Jan Paulin, Senior Vice President
Signature and title of authorized person(s) (see instructions)

[SEAL]

**Office of the Secretary of State**
**Corporations Section**
**P.O. Box 13697**
**Austin, Texas 78711-3697**
**(Form 408)**

**Filed in the Office of the**
**Secretary of State of Texas**
**Filing #: 800884816 04/19/2010**
**Document #: 304522292469**
**Image Generated Electronically**

**STATEMENT OF CHANGE OF**
**ADDRESS OF REGISTERED AGENT**

1. The name of the entity represented is

   Langford Wind Power, LLC

   The entity's filing number is 800884816

2. The address at which the registered agent has maintained the registered office address for such entity is: (Please provide street address, city, state and zip code presently shown in the records of the Secretary of State.)

   350 N, St. Paul St, Dallas, TX 75201

3. The address at which the registered agent will hereafter maintain the registered office address for such entity is: (Please provide street address, city, state and zip code. The address must be in Texas.)

   350 N, St. Paul St, Ste. 2900, Dallas, TX 75201-4234

4. Notice of the change of address has been given to said entity in writing at least 10 business days prior to the submission of this filing.

Date: 04/19/2010

CT Corporation System
**Name of Registered Agent**

Kenneth Uva, Vice President
**Signature of Registered Agent**

**FILING OFFICE COPY**

**Exhibit 3.66**

**AMENDED AND RESTATED**
**LIMITED LIABILITY COMPANY AGREEMENT**
**OF**
**LANGFORD WIND POWER, LLC**
**a Texas Limited Liability Company**

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this "**Agreement**") of LANGFORD WIND POWER, LLC (the "**Company**"), effective as of February 26, 2009 is adopted by, and executed and agreed to, for good and valuable consideration, by the sole member of the Company, NRG Wind Development Company, LLC, a limited liability company.

**ARTICLE I.**
**DEFINITIONS**

1.1. *Definitions.* As used in this Agreement, the following terms have the following meanings:

"Act" means the Limited Liability Company Act of the State of Texas and any successor statute, as amended from time to time.

"Agreement" has the meaning given that term in the introductory paragraph.

"Capital Contribution" means the aggregate contribution by a Member to the capital of the Company.

"Certificate" has the meaning given that term in Section 2.1.

"Certificate of Amendment" has the meaning given that term in Section 2.1.

"Company" means Langford Wind Power, LLC, a Texas limited liability company.

"Dispose," "Disposed," "Disposing" or "Disposition" means a sale, assignment, transfer, exchange, mortgage, pledge, grant of a security interest or other disposition or encumbrance (including, without limitation, by operation of law) or the acts thereof.

"Incapacity" or "Incapacitated" means (a) with respect to a natural person, the bankruptcy, death, incompetency or insanity of such person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

"Majority Members" means Members holding a majority of the Units owned by all Members or if there is only one Member, such Member.

"Member" means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

"Person" means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

"Proceeding" has the meaning given such term in Section 5.1.

"UCC Article 8" has the meaning given such term in Section 9.4.

"Units" means the units of each Member representing such Member's interest in the income, gains, losses, deductions and expenses of the Company as set forth on Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2. *Construction.* Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

## ARTICLE II.
## ORGANIZATION

2.1. *Formation.* The Company has been organized as a Texas limited liability company by the filing of a Certificate of Formation (the "**Certificate**") under and pursuant to the Act, and as amended by the filing of the Certificate of Amendment (the "**Certificate of Amendment**") under and pursuant to the Act.

2.2. *Name.* The name of the Company is "Langford Wind Power, LLC" and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3. *Registered Office; Registered Agent; Principal Office; Other Offices.* The registered office of the Company required by the Act to be maintained in the State of Texas shall be the office of the registered agent named in the Certificate of Amendment or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Texas shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Texas.

2.4. *Purposes.* The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5. *Foreign Qualification.* Prior to the Company's conducting business in any jurisdiction other than Texas, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6 *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Texas and shall continue in existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.6. *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.7. *Unit Certificates.* The number of authorized Units shall initially be one thousand (1,000). As further described in Article IX hereof, Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, shall be recorded in a register thereof maintained by the Company, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine.

## ARTICLE III.
## MEMBERS, UNITS AND DISTRIBUTIONS

*3.1. Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2. *Liability of Members.* Except as otherwise required by applicable law and as explicitly set forth in this Agreement, no Member shall have any personal liability whatsoever in its capacity as a Member, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company, and therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein. To the extent that, at law or in equity, a Member or other Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or another Person, such Member or other Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement.

3.3. *Member Units.* Each Member's interest in the Company, including such Member's interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4. *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5. *Distributions.* Subject to the provision of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

## ARTICLE IV.
## MANAGEMENT

4.1. *Management by the Members.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Majority Members, and the Majority Members shall make all decisions and take all actions for the Company.

4.2. *Actions by Members; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Majority Members shall act through (i) meetings and written consents pursuant to Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles (including, without limitation, chairman, chief executive officer, president, vice president, secretary, assistant secretary, treasurer and assistant treasurer) to any such Persons and delegate to such other individuals certain authority and duties. Any number of titles may be held by the same individual. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3. *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Majority Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4. *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Texas, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5. *Conflicts of Interest.* Each Member and officer of the Company at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation to offer to the Company or any other Member or officer the right to participate therein. The Company may transact business with any Member, officer or affiliate thereof *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6. *Officers*.

(a) The Majority Members may, from time to time, designate one or more persons to be officers of the Company. No officer need be a resident of the State of Texas, or a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

## ARTICLE V.
## INDEMNIFICATION

5.1. *Exculpation.* Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, none of the Members, or any other officers, directors, stockholders, partners, employees, affiliates, representatives, or agents of any of the foregoing, nor any officer, employee, representative or agent of the Company (individually, a "**Covered Person**" and collectively, the "**Covered Persons**") shall be liable to the Company or any other person bound by this Agreement for any act or omission (in relation to the Company, its property or the conduct of its business or affairs, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted by a Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered

Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

*5.2. Indemnification.* To the fullest extent permitted by law, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative ("**Claims**"), in which the Covered Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or which relates to or arises out of the Company or its property, business or *affairs.* A Covered Person shall not be entitled to indemnification under this Section 5.2 with respect to (i) any Claim with respect to which such Covered Person has engaged in fraud, willful misconduct, bad faith or gross negligence or (ii) any Claim initiated by such Covered Person unless such Claim (or part thereof) (A) was brought to enforce such Covered Person's rights to indemnification hereunder or (B) was authorized or consented to by the Board. Expenses incurred by a Covered Person in defending any Claim shall be paid by the Company in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Section *5.2.*

5.3. *Amendments.* Any repeal or modification of this Article V by the Members shall not adversely affect any rights of such Covered Person pursuant to this Article V, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

## ARTICLE VI.
## TAXES AND BOOKS

6.1. *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2. *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

## ARTICLE VII.
## TRANSFERS

7.1. *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member's Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2. *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7.3. *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4. *Effect of Assignment.*

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5. *Effect of Incapacity.* Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

## ARTICLE VIII.
## DISSOLUTION, LIQUIDATION AND TERMINATION

8.1. *Dissolution.* The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

(a) the written consent of the Majority Members; and

(b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or

(c) on the date set forth in the Certificate.

8.2. *Liquidation and Termination.* On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

(a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and

(b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3. *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Texas, cancel any other filings made pursuant to Section *2.5* and take such other actions as may be necessary to terminate the Company.

## ARTICLE IX.
## MEMBERSHIP UNITS CERTIFICATES
## AND UCC ARTICLE 8 OPT-IN

9.1 *Certificates.* Each Member's Units in the Company shall be expressed in percentages and represented by a security certificate. Each certificate shall be issued in such form and substance as may be approved from time to time by the Majority Members or an Officer of the Company and shall be numbered by membership class (if more than one) and in

the order in which it was issued. Each certificate shall be signed by the Majority Members or an Officer of the Company. The name of the person owning the Member's Units, the class (if applicable) of the Member's Units and the date of issuance shall be entered on each certificate and on the stub (if any) of each certificate. A copy of each Member's Units certificate that is issued, exchanged, transferred or canceled, and the original stub (if any) of each certificate issued, shall be kept in the Company's minute book. The form of certificate issued to each Member shall be in the form set forth as Exhibit B hereto.

9.2 *Recording of Transfer*. The transfer of a Member's Units shall be made by an Officer of the Company on its books and records, and the Company shall issue a new certificate to the transferee, upon the Company's receipt of (i) the written direction of the existing certificate holder of record or the transferee, (ii) the existing certificate evidencing such Member's Units, and (iii) the due endorsement of such certificate for transfer to the transferee, either on such certificate or on a customary stock power or similar instrument of transfer. The Company shall be entitled to treat the holder of record of any Member's Units as the person entitled to vote or transfer such Member's Units. Each record owner of a Member's Units may vote such interest in person or by proxy or written consent.

9.3 *Lost, Stolen or Destroyed Certificates*. Any person claiming a certificate to be lost, stolen or destroyed shall make an affidavit or affirmation of such fact and establish such other proof and indemnity in the manner and to the extent required by the Majority Members or an Officer of the Company. Upon compliance with the above, to the satisfaction of the Majority Members or officer of the Company, a new certificate may be issued in lieu of the one alleged to have been lost, stolen or destroyed.

9.4 *Article 8 Opt-In*. Each Member's Units in the Company shall constitute and remain a "security" within the meaning of, and shall be governed by, Article 8 of the Uniform Commercial Code (including Section 8.102(a)(15) thereof) as in effect from time to time in the State of Texas or any other applicable jurisdiction ("**UCC Article 8**"). Notwithstanding any provision of this Agreement to the contrary, to the extent that any provision of this Agreement is inconsistent with any non-waivable provision of UCC Article 8, such provision of UCC Article 8 shall control and be given effect.

## ARTICLE X.
## GENERAL PROVISIONS

10. *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested or by delivering that writing to the recipient in person, by courier, or by facsimile transmission; and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it. All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may

specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

10.2 *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

10.3 *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

10.4 *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

10.5 *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

10.6 *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

10.7 *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

IN WITNESS WHEREOF, the sole Member has executed this Agreement as of the date first set forth above.

SOLE MEMBER:

**NRG Wind Development Company**

By: NRG Energy, Inc.
Its: Sole Member

By: _____
Name: Jan Paulin
Title: Senior Vice President

***SCHEDULE A***

| MEMBERS | UNITS |
|---|---|
| NRG Wind Development Company, LLC | 1,000 |
| TOTAL | 1,000 |

Address of sole member:

NRG Wind Development Company, LLC
211 Carnegie Center
Princeton, New Jersey 08450

Exhibit B

Form of Membership Unit certificate

**Exhibit 3.71**

**CERTIFICATE OF FORMATION**

**OF**

**MONTVILLE IGCC LLC**

1. Name: The name of the limited liability company is **Montville IGCC LLC**.

2. Registered Office: The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

3. Organizer: The name and address of the sole organizer of the limited liability company is Deborah Fry, NRG Energy, Inc., 211 Carnegie Center, Princeton, New Jersey 08540.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Montville IGCC LLC this 22nd day of June, 2006.

/s/ Deborah Fry
Authorized Person

*State of Delaware*
*Secretary of State*
*Division of Corporations*
*Delivered 07:43 PM 06/23/2006*
*FILED 05:56 PM 06/23/2006*
*SPV 060608574 - 4180536 FILE*

**Exhibit 3.72**

**LIMITED LIABILITY COMPANY AGREEMENT**
**OF**
**MONTVILLE IGCC LLC**
**a Delaware Limited Liability Company**

THIS LIMITED LIABILITY COMPANY AGRBEMENT (this "**Agreement**") of MONTVILLE IGCC LLC (the **"Company"**), dated as of Oct 19, 2006 is adopted by, and executed and agreed to, for good and valuable consideration, by the sole member of the Company, NRG Energy Inc., a Delaware corporation.

**ARTICLE I**
**DEFINITIONS**

1.1 *Definitions.* As used in this Agreement, the following terms have the following meanings:

"Act" means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

"Agreement" has the meaning given that term in the introductory paragraph.

"Capital Contribution" means the aggregate contribution by a Member to the capital of the Company.

"Certificate" has the meaning given that term in Section 2.1.

"Company" means Montville IGCC LLC, a Delaware limited liability company.

"Dispose," "Disposed," "Disposing" or "Disposition" means a sale, assignment, transfer, exchange, mortgage, pledge, grant of a security interest or other disposition or encumbrance (including, without limitation, by operation of law) or the acts thereof.

"Incapacity" or "Incapacitated" means (a) with respect to a natural person, the bankruptcy, death, incompetency or insanity of such person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

"Majority Members" means Members holding a majority of the Units owned by all Members or if there is only one Member, such Member.

"Member" means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

"Person" means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

"Proceeding" has the meaning given such term in Section 5.1.

"Units" means the units of each Member representing such Member's interest in the income, gains, losses, deductions and expenses of the Company as set forth on Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2 *Construction*. Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

## ARTICLE II
## ORGANIZATION

2.1 *Formation*. The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the **"Certificate")** under and pursuant to the Act.

2.2 *Name*. The name of the Company is "Monrville IGCC LLC" and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3 *Registered Office; Registered Agent; Principal Office; Other Offices*. The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4 *Purposes*. The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5 *Foreign Qualification*. Prior to the Company's conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6 *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7 *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8 *Unit Certificates.* The number of authorized Units shall initially be one thousand (1,000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, shall be recorded in a register thereof maintained by the Company, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine.

## ARTICLE III
## MEMBERS, UNITS AND DISTRIBUTIONS

3.1 *Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of thjs Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2 *Liability of Members.* Except as otherwise required by applicable law and as explicitly set forth in this Agreement, no Member shall have any personal liability whatsoever in its capacity as a Member, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company, and therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein. To the extent that, at law or in equity, a Member or other Person has duties (including

fiduciary duties) and liabilities relating thereto to the Company or another Person, such Member or other Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement.

3.3 *Member Units.* Each Member's interest in the Company, including such Member's interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.*4* *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5 *Distributions.* Subject to the provision of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

## ARTICLE IV
## MANAGEMENT

4.1 *Management by the Members.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Majority Members, and the Majority Members shall make all decisions and take all actions for the Company.

4.2 *Actions by Members; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Majority Members shall act through (i) meetings and written consents pursuant to Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles (including, without limitation, chairman, chief executive officer, president, vice president, secretary, assistant secretary, treasurer and assistant treasurer)

to any such Persons and delegate to such other individuals certain authority and duties. Any number of titles may be held by the same individual. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3 *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Majority Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4 *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5 *Conflicts of Interest.* Each Member and officer of the Company at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation to offer to the Company or any other Member or officer the right to participate therein. The Company may transact business with any Member, officer or affiliate thereof *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6 *Officers.*

(a) The Majority Members may, from time to time, designate one or more persons to be officers of the Company. No officer need be a resident of the State of Delaware, or

a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until bis successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

## ARTICLE V
## INDEMNIFICATION

5.1 *Exculpation.* Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, none of the Members, managers, or any other officers, directors, stockholders, partners, employees, affiliates, representatives, or agents of any of the foregoing, nor any officer, employee, representative or agent of the Company (individually, a "Covered Person" and collectively, the "Covered Persons") shall be liable to the Company or any other person bound by this Agreement for any act or omission (in relation to the Company, its property or the conduct of its business or affairs, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted by a Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

5.2 *Indemnification.* To the fullest extent permitted by law, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative ("Claims"), in which the Covered Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Section 5.2 with respect to (i) any Claim with respect to which such Covered Person has engaged in fraud, willful misconduct, bad faith or gross negligence or (ii) any Claim initiated by such Covered Person unless such Claim (or part thereof) (A) was brought to enforce such Covered Person's rights to indemnification hereunder or (B) was authorized or consented to by the Board. Expenses incurred by a Covered

Person in defending any Claim shall be paid by the Company in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Section 5.2.

5.3 *Amendments.* Any repeal or modification of this Article V by the Members shall not adversely affect any rights of such Covered Person pursuant to this Article V, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

**ARTICLE VI**
**TAXES AND BOOKS**

6.1 *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2 *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

**ARTICLE VII**
**TRANSFERS**

7.1 *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member's Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2 *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7.3 *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4 *Effect of Assignment.*

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5 *Effect of Incapacity.* Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

## ARTICLE VIII
## DISSOLUTION, LIQUIDATION AND TERMINATION

8.1 *Dissolution.* The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

(a) the written consent of the Majority Members; and

(b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or

(c) on the date set forth in the Certificate.

8.*2* *Liquidation and Termination.* On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

(a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and



(b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3 *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

## ARTICLE IX
## GENERAL PROVISIONS

9.1 *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested or by delivering that writing to the recipient in person, by courier, or by facsimile transmission; and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it. All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

9.2 *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3 *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not

constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4 *Amendment or Modification*. This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5 *Binding Effect*. Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6 *Governing Law; Severability*. THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7 *Counterparts*. This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

******

IN WITNESS WHEREOF, the sole Member has executed this Agreement as of the date first set forth above.

SOLE MEMBER:

**NRG Energy, Inc.**
Its: Sole Member

By: /s/ Tanuja M. Dehne
Name: Tanuja M. Dehne
Title: Corporate Secretary

***SCHEDULE A***

| MEMBERS | UNITS |
|---|---|
| NRG Energy, Inc.<br>211 Carnegie Center<br>Princeton, NJ 08540 | 1,000 |
| **TOTAL** | 1,000 |

**Exhibit 3.81**

**CERTIFICATE OF FORMATION**

**OF**

**NEW GENCO GP, LLC**

1. The name of the limited liability company is New Genco GP, LLC.

2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware, 19801. The name of its registered agent at such address is The Corporation Trust Company.

3. IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of New Genco GP, LLC this 26th day of July, 2004.

/s/ Kenneth E. Young
Kenneth E. Young
Authorized Person

*State of Delaware*
*Secretary of State*
*Division of Corporations*
*Delivered 06:26 PM 07/26/2004*
*FILED 05:30 PM 07/26/2004*
*SRV 040546026 - 3833644 FILE*

**Exhibit 3.82**

AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

of

**NEW GENCO GP, LLC**

The undersigned is executing this Amended and Restated Limited Liability Company Agreement (the "Agreement") of New Genco GP, LLC (the "Company") as of December 7, 2004:

R E C I T A L S

WHEREAS, a Certificate of Formation of the Company was executed and filed with the office of the Secretary of State of the State of Delaware on July 26, 2004, thereby forming the Company as a limited liability company pursuant to the provisions of the Delaware Limited Liability Company Act, 6 Del. C § 18-101 et seq., (as amended from time to time, the "Act");

WHEREAS, the parties hereto desire to amend and restate the Limited Liability Company Agreement dated as of July 26, 2004 of the Company to make amendments as reflected herein;

NOW, THEREFORE in consideration of the premises and the covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. Formation. A certificate of formation of the Company (the "Certificate") was executed and filed with the Office of the Secretary of State of the State of Delaware on July 26, 2004.

2. Name. The name of the limited liability company shall be **New Genco GP, LLC**, or such other name as the Member may from time to time hereafter designate.

3. Definitions. Capitalized terms not otherwise defined herein shall have the meanings set forth therefore in Section 18-101 of the Act.

4. Purpose. The Company's formed for the purpose of engaging in any lawful business permitted by the Act or the laws of any jurisdiction in which the Company may do business. The Company shall have the power to engage in all activities and transactions which the Member deems necessary or advisable in connection with the foregoing.

5. Offices. The principal place of business and office of the Company shall be located at, and the Company's business shall be conducted from, such place or places as the Member may designate from time to time.

The registered office of the Company in the State of Delaware shall be located at c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street,

Wilmington, Delaware 19801. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware shall be The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. The Member may from time to time change the registered agent or office by an amendment to the certificate of formation of the Company.

6. Member. Texas Genco LLC is the sole member of the Company (the "Member"). The name and business or residence address of the Member is set forth on Schedule A attached hereto.

7. Term. The term of the Company shall commence on the date of filing of the certificate of formation of the Company in accordance with the Act and shall continue until the Company is dissolved and its affairs are wound up in accordance with Section 17 of this Agreement and a certificate of cancellation is filed in accordance with the Act.

8. Officers. The Members may, from time to time as it deems advisable, designate natural persons as officers of the Company (the "Officers") or successor Officers of the Company and assign titles to any such person. Unless the Member decides otherwise, if the title is one commonly used for officers of a business corporation formed under the Delaware General Corporation Law, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office. Any delegation pursuant to this Section 8 may be revoked at any time by the Member. An Officer may be removed with or without cause at any time by the Member.

9. Powers. The business and affairs of the Company shall be managed by the Members in accordance with the provisions of this agreement. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherace of the purpose described herein, including all powers, statutory or otherwise, possessed by any member under the laws of the State of Delaware. Each of the Member and Officer is hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and file the certificate of formation of the Company (and any amendments and/or restatements thereof) and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business. The execution by one Officer or Member of any of the foregoing certificates (and any amendments and/or restatements thereof) shall be sufficient.

10. Management. The Member shall have the exclusive right to manage the business and affairs of the Company and may delegate such management rights, powers, duties and responsibilities to one or more Officers or such other person or persons designated by them as they may determine, provided that such delegation by the Member shall not cause the Member to cease being a member of the Company. Pursuant to its discretion to do so under this Section 10, the Member hereby delegates to each of the Officers the nonexclusive power and authority to act as an agent of the Company and, in such capacity, to bind the Company in the ordinary course of the Company's business and to execute any and all documents to be signed by the Company.

11. Capital Contributions. The Member shall make capital contributions to the Company from time to time, which amounts shall be set forth in the books and records of the Company.

12. Certificates. The Company hereby irrevocably elects that all membership interests in the Company shall be securities governed by Article 8 of the Uniform Commercial Code of Delaware and may be represented by certificates. Each certificates evidencing membership interests in the Company shall bear for the following legend: "This certificate evidences an interest in New Genco GP, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend. All certificates for membership interests shall designate such interest as a percentage interest as set forth on Schedule A hereto.

13. Transfers of Member Interest. The Member may sell, assign, pledge or otherwise transfer or encumber (collectively, a "Transfer") any of its membership interest in the Company to any Person so long as such Transfer is in writing.

14. Resignation. The Member shall have the right to resign from the Company so long as such resignation is in writing. The provisions hereof with respect of distributions upon resignation are exclusive and no Member shall be entitled to claim any further or different distribution upon resignation under Section 18-604 of the Act or otherwise.

15. Allocations and Distributions. Distributions of cash or other assets of the Company shall be made at such time and in such amounts as the Member may determine Distributions shall be made to (and profits and losses of the Company shall be allocated among) the Member.

16. Return of Capital. The Member has the right to receive any distributions which include a return of all or any part of such Member's capital contribution, provided that upon the dissolution and winding up of the Company, the assets of the Company shall be distributed as provided in Section 18-804 of the Act.

17. Dissolution. The Company shall be dissolved and its affairs wound up upon the occurrence of an event causing a dissolution of the Company under Section 18-801 of the Act, except the Company shall not be dissolved upon the occurrence of an event that terminates the continued membership of the Member if (i) at the time of the occurrence of such event there are at least two Members of the Company, or (ii) within ninety (90) days after the occurrence of such event, all remaining Members agree in writing to continue the business of the Company and to the appointment, effective as of the date of such event, of one or more additional Members. In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up it affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in the manner, and in the order of priority set forth in Section 18-804 of the Act.

18. Amendments. This Agreement may be amended only upon the written consent of the Member.

19. Other Business. The Member may engage in or possess an interest in other business ventures of every kind and description, independently or with others. The Company shall not have any rights in or to such independent ventures or the income or profits therefrom by virtue of this Agreement.

20. Limited Liability. The Member shall not have any liability for the debts, obligations or liabilities of the Company except to the extent provided by the Act.

21. Exculpation; Indemnification. Neither the Member, the Officers nor any of their respective affiliates or agents (collectively, "Covered Persons") shall be liable to the Company or any other person or entity who has an interest in the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Member or Officer, as applicable, by this Agreement. To the fullest extent permitted by applicable law, including § 18-108 of the Act, each Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Member or Officer, as applicable, by this Agreement; provided, however, that any indemnity under this Section 21 shall be provided out of and to the extent of Company assets only, and neither the Member nor the Officers, as applicable, nor any other Covered Person, shall have personal liability on account thereof.

22. Banking Matters. The Member and each Officer and any agent or employee of the Company, or other person designated by such Member or Officer is hereby authorized and empowered (A) to (i) established one or more domestic or international accounts (including but not limited to, depository, checking, disbursement, custodian, or investment accounts, and other accounts as deemed necessary or expeditious for business purposes of the Company) ("Accounts"), in the name of the Company with any bank, trust company savings and loan institution, brokerage firm or other financial institution which said Member or Officer shall from time to time designate as a depository of funds, securities or other property of the Company, for any purpose and on terms and conditions deemed appropriate by such person on behalf of the Company; and (ii) close Accounts of the Company now or hereafter established; and (B) to assign, limit or revoke any and all authority of any agent or employee of the Company, or other person designated by such Member or Officer to (i) sign checks, drafts and orders for the payment of money drawn on the Company's Accounts, and all notes of the Company and all acceptances endorsements of the Company (ii) execute or initiate electronic fund transfers; (iii) execute or initiate foreign currency exchange transactions; (iv) execute or initiate the investment of monies; and (v) initiate requires for information for any Account of the Company.

23. Amendment. This Agreement may only be amended by a writing duly signed by the Member.

24. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware, without regard to conflict of law rules.

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the date first written above.

TEXAS GENCO LLC,
sole member,

By: /s/ Jack Fusco
Name: Jack Fusco
Title: President

**SCHEDULE A**

**Members and Interests**

| Name and Address of Member | Interest |
|---|---|
| Texas Genco LLC<br>12301 Kurland Drive<br>4th Floor<br>Houston, Texas 77034 | 100% |

**Exhibit 3.89**

**CERTIFICATE OF FORMATION**
**OF**
**NRG ARTESIAN ENERGY LLC**

1. Name: The name of the limited liability company is NRG Artesian Energy LLC.

2. Registered Office: The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

3. Organizer: The name and address of the sole organizer of the limited liability company is Lynne Przychodzki, NRG Energy, Inc., 211 Carnegie Center, Princeton. NJ 08540.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of NRG Artesian Energy LLC this 29th day of March, 2010.

/s/ Lynne Przychodzki
Lynne Przychodzki
Authorized Person

**Exhibit 3.90**

**LIMITED LIABILITY COMPANY AGREEMENT**
**OF**
**NRG ARTESIAN ENERGY LLC**
**a Delaware Limited Liability Company**

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "**Agreement**") of NRG Artesian Energy LLC (the "**Company**"), dated as of March 30, 2010 is adopted by, and executed and agreed to, for good and valuable consideration, by the Sole Member of the Company, NRG Texas LLC, a Delaware limited liability company.

## ARTICLE I
## DEFINITIONS

1.1 *Definitions.* As used in this Agreement, the following terms have the following meanings:

"Act" means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

"Agreement" has the meaning given that term in the introductory paragraph.

"Capital Contribution" means the aggregate contribution by a Member to the capital of the Company.

"Certificate" has the meaning given that term in Section 2.1.

"Company" means NRG Artesian Energy LLC a Delaware limited liability company.

"Dispose," "Disposed," "Disposing" or "Disposition" means a sale, assignment, transfer, exchange, mortgage, pledge or other disposition (including, without limitation, by operation of law); provided, however, that this definition does not include the granting and/ or perfection of a security interest lien or encumbrance.

"Incapacity" or "Incapacitated" means (a) with respect to a natural person, the bankruptcy, death, incompetency or insanity of such person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

"Majority Members" means Members holding a majority of the Units owned by all Members or if there is only one Member, such Member.

"Member" means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

"Person" means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

"Proceeding" has the meaning given such term in Section 5.1.

"Units" means the units of each Member representing such Member's interest in the income, gains, losses, deductions and expenses of the Company as set forth on Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2 *Construction.* Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

## ARTICLE II
## ORGANIZATION

2.1 *Formation.* The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the "**Certificate**") under and pursuant to the Act.

2.2 *Name.* The name of the Company is "NRG Artesian Energy LLC" and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3 *Registered Office; Registered Agent; Principal Office; Other Offices.* The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4 *Purposes.* The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5 *Foreign Qualification.* Prior to the Company's conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6 *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7 *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8 *Unit Certificates.* The number of authorized Units shall initially be one thousand (1,000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, shall be recorded in a register thereof maintained by the Company, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine.

## ARTICLE III
## MEMBERS, UNITS AND DISTRIBUTIONS

3.1 *Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2 *Liability of Members.* Except as otherwise required by applicable law and as explicitly set forth in this Agreement, no Member shall have any personal liability whatsoever in its capacity as a Member, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other

obligations of the Company or for any losses of the Company, and therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein. To the extent that, at law or in equity, a Member or other Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or another Person, such Member or other Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement.

3.3 *Member Units.* Each Member's interest in the Company, including such Member's interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4 *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5 *Distributions.* Subject to the provision of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

## ARTICLE IV
## MANAGEMENT

4.1 *Management by the Members.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Majority Members, and the Majority Members shall make all decisions and take all actions for the Company.

4.2 *Actions by Members; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Majority Members shall act through (i) meetings and written consents pursuant to Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles (including, without limitation, chairman, chief executive officer, president, vice president, secretary, assistant secretary, treasurer and assistant treasurer) to any such Persons and delegate to such other individuals certain authority and duties. Any number of titles may be held by the same individual. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3 *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Majority Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4 *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5 *Conflicts of Interest.* Each Member and officer of the Company at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation to offer to the Company or any other Member or officer the right to participate therein. The Company may transact business with any Member, officer or affiliate thereof *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6 *Officers*.

(a) The Majority Members may, from time to time, designate one or more persons to be officers of the Company. No officer need be a resident of the State of Delaware, or a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

## ARTICLE V
## INDEMNIFICATION

5.1 *Exculpation.* Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, none of the Members, managers, or any other officers, directors, stockholders, partners, employees, affiliates, representatives, or agents of any of the foregoing, nor any officer, employee, representative or agent of the Company (individually, a "Covered Person" and collectively, the "Covered Persons") shall be liable to the Company or any other person bound by this Agreement for any act or omission (in relation to the Company, its property or the conduct of its business or affairs, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted by a Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

5.2 *Indemnification.* To the fullest extent permitted by law, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative ("Claims"), in which the Covered Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Section 5.2 with respect to (i) any

Claim with respect to which such Covered Person has engaged in fraud, willful misconduct, bad faith or gross negligence or (ii) any Claim initiated by such Covered Person unless such Claim (or part thereof) (A) was brought to enforce such Covered Person's rights to indemnification hereunder or (B) was authorized or consented to by the Board. Expenses incurred by a Covered Person in defending any Claim shall be paid by the Company in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Section 5.2.

5.3 *Amendments.* Any repeal or modification of this Article V by the Members shall not adversely affect any rights of such Covered Person pursuant to this Article V, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

## ARTICLE VI
## TAXES AND BOOKS

6.1 *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2 *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

## ARTICLE VII
## TRANSFERS

7.1 *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member's Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2 *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7.3 *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of

such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4 *Effect of Assignment*.

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5 *Effect of Incapacity*. Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

## ARTICLE VIII
## DISSOLUTION, LIQUIDATION AND TERMINATION

8.1 *Dissolution*. The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

(a) the written consent of the Majority Members; and

(b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or

(c) on the date set forth in the Certificate.

8.2 *Liquidation and Termination*. On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

(a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses

incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and

(b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3 *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

## ARTICLE IX
## GENERAL PROVISIONS

9.1 *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested or by delivering that writing to the recipient in person, by courier, or by facsimile transmission; and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it. All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

9.2 *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3 *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance

by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4 *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5 *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6 *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7 *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

* * * * * *

IN WITNESS WHEREOF, the Sole Member has executed this Agreement as of the date first set forth above.

SOLE MEMBER:

**NRG TEXAS LLC**
Its: Sole Member

By: _____
Name: Christopher Sotos
Title: Vice President

***SCHEDULE A***

| MEMBERS | UNITS |
|---|---|
| NRG TEXAS LLC | 1,000 |
| **TOTAL** | 1,000 |

**Exhibit 3.101**

**CERTIFICATE OF FORMATION**

**OF**

**NRG CONSTRUCTION LLC**

1. Name: The name of the limited liability company is: **NRG Construction LLC**.

2. Registered Office: The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

3. Organizer: The name and address of the sole organizer of the limited liability company is Lynne Przychodzki, NRG Energy, Inc., 211 Carnegie Center, Princeton, New Jersey 08540.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of NRG Construction LLC this 5th day of July, 2007.

/s/ Lynne Przychodzki
Authorized Person

**Exhibit 3.102**

**LIMITED LIABILITY COMPANY AGREEMENT**
**OF**
**NRG CONSTRUCTION LLC**
**a Delaware Limited Liability Company**

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "**Agreement**") of NRG CONSTRUCTION LLC (the "**Company**"), dated as of July 6, 2007 is adopted by, and executed and agreed to, for good and valuable consideration, by the sole member of the Company, NRG Energy, Inc. a Delaware corporation.

## ARTICLE I
## DEFINITIONS

1.1 *Definitions.* As used in this Agreement, the following terms have the following meanings:

"Act" means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

"Agreement" has the meaning given that term in the introductory paragraph.

"Capital Contribution" means the aggregate contribution by a Member to the capital of the Company.

"Certificate" has the meaning given that term in Section 2.1.

"Company" means NRG Construction LLC, a Delaware limited liability company.

"Dispose," "Disposed," "Disposing" or "Disposition" means a sale, assignment, transfer, exchange, mortgage, pledge, grant of a security interest or other disposition or encumbrance (including, without limitation, by operation of law) or the acts thereof.

"Incapacity" or "Incapacitated" means (a) with respect to a natural person, the bankruptcy, death, incompetency or insanity of such person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

"Majority Members" means Members holding a majority of the Units owned by all Members or if there is only one Member, such Member.

"Member" means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

"Person" means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

"Proceeding" has the meaning given such term in Section 5.1.

"Units" means the units of each Member representing such Member's interest in the income, gains, losses, deductions and expenses of the Company as set forth on Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2 *Construction*. Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

## ARTICLE II
## ORGANIZATION

2.1 *Formation*. The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the "**Certificate**") under and pursuant to the Act.

2.2 *Name*. The name of the Company is "NRG Construction LLC" and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3 *Registered Office; Registered Agent; Principal Office; Other Offices*. The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4 *Purposes*. The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5 *Foreign Qualification*. Prior to the Company's conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6 *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7 *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8 *Unit Certificates.* The number of authorized Units shall initially be one thousand (1,000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, shall be recorded in a register thereof maintained by the Company, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine.

## ARTICLE III
## MEMBERS, UNITS AND DISTRIBUTIONS

3.1 *Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2 *Liability of Members.* Except as otherwise required by applicable law and as explicitly set forth in this Agreement, no Member shall have any personal liability whatsoever in its capacity as a Member, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company, and therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein. To the extent that, at law or in equity, a Member or other Person has duties (including

fiduciary duties) and liabilities relating thereto to the Company or another Person, such Member or other Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement.

3.3 *Member Units.* Each Member's interest in the Company, including such Member's interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4 *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5 *Distributions.* Subject to the provision of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

## ARTICLE IV
## MANAGEMENT

4.1 *Management by the Members.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Majority Members, and the Majority Members shall make all decisions and take all actions for the Company.

4.2 *Actions by Members; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Majority Members shall act through (i) meetings and written consents pursuant to Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles (including, without limitation, chairman, chief executive officer, president, vice president, secretary, assistant secretary, treasurer and assistant treasurer)

to any such Persons and delegate to such other individuals certain authority and duties. Any number of titles may be held by the same individual. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3 *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Majority Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4 *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5 *Conflicts of Interest.* Each Member and officer of the Company at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation to offer to the Company or any other Member or officer the right to participate therein. The Company may transact business with any Member, officer or affiliate thereof *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6 *Officers.*

(a) The Majority Members may, from time to time, designate one or more persons to be officers of the Company. No officer need be a resident of the State of Delaware, or

a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

## ARTICLE V
## INDEMNIFICATION

5.1 *Exculpation.* Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, none of the Members, managers, or any other officers, directors, stockholders, partners, employees, affiliates, representatives, or agents of any of the foregoing, nor any officer, employee, representative or agent of the Company (individually, a "Covered Person" and collectively, the "Covered Persons") shall be liable to the Company or any other person bound by this Agreement for any act or omission (in relation to the Company, its property or the conduct of its business or affairs, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted by a Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

5.2 *Indemnification.* To the fullest extent permitted by law, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative ("Claims"), in which the Covered Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Section 5.2 with respect to (i) any Claim with respect to which such Covered Person has engaged in fraud, willful misconduct, bad faith or gross negligence or (ii) any Claim initiated by such Covered Person unless such Claim (or part thereof) (A) was brought to enforce such Covered Person's rights to indemnification hereunder or (B) was authorized or consented to by the Board. Expenses incurred by a Covered

Person in defending any Claim shall be paid by the Company in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Section 5.2.

5.3 *Amendments.* Any repeal or modification of this Article V by the Members shall not adversely affect any rights of such Covered Person pursuant to this Article V, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

**ARTICLE VI**
**TAXES AND BOOKS**

6.1 *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2 *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

**ARTICLE VII**
**TRANSFERS**

7.1 *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member's Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2 *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7.3 *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4 *Effect of Assignment*.

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5 *Effect of Incapacity.* Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

## ARTICLE VIII
## DISSOLUTION, LIQUIDATION AND TERMINATION

8.1 *Dissolution.* The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

(a) the written consent of the Majority Members; and

(b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or

(c) on the date set forth in the Certificate.

8.2 *Liquidation and Termination.* On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

(a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and

(b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3 *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

## ARTICLE IX
## GENERAL PROVISIONS

9.1 *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested or by delivering that writing to the recipient in person, by courier, or by facsimile transmission; and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it. All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

9.2 *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3 *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not

constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4 *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5 *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6 *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7 *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

* * * * * *

IN WITNESS WHEREOF, the sole Member has executed this Agreement as of the date first set forth above.

SOLE MEMBER:

**NRG Energy, Inc.**
Its: Sole Member

By: _____
Name: J. Andrew Murphy
Title: Executive Vice President

***SCHEDULE A***

| MEMBERS | UNITS |
|---|---|
| NRG Energy, Inc. | 1,000 |
| **TOTAL** | 1,000 |

**Exhibit 3.109**

**CERTIFICATE OF INCORPORATION**
**OF**
**NRG THERMAL SERVICES INC.**

FIRST. The name of the corporation is NRG Thermal Services Inc.

SECOND. The address of the corporation's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801 (New Castle County). The name of its registered agent at such address is The Corporation Trust Company.

THIRD. The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH. The total number of shares which the corporation shall have authority to issue is 1,000 shares of capital stock, and the par value of each such share is $1.00 per share.

FIFTH. The name and mailing address of the incorporator is Tammie S. Ptacek, 1221 Nicollet Mall, Suite 700, Minneapolis, Minnesota 55403.

SIXTH. The corporation is to have perpetual existence.

SEVENTH. The Board of Directors of the corporation is expressly authorized to make, alter or repeal by-laws of the corporation, but the stockholders may make additional by-laws and may alter or repeal any by-law, whether adopted by them or otherwise.

EIGHTH. Elections of directors need not be by written ballot except and to the extent provided in the by-laws of the corporation.

NINTH. The corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

TENTH. No director shall be personally liable to the corporation or any of its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (a) for any breach of the director's duty of loyalty to the corporation or its stockholders, (b) for acts or omissions not in good faith or which involve intentional

misconduct or a knowing violation of law, (c) pursuant to Section 174 of the General Corporation Law of Delaware or (d) for any transaction from which the director derived any improper personal benefit. Any repeal or modification of this Article Tenth by the stockholders of the corporation shall not adversely affect any right or protection of a director of the corporation existing at the time of such repeal or modification with respect to acts or omissions occurring prior to such repeal or modification.

The undersigned incorporator hereby acknowledges that the foregoing certificate of incorporation is her act and deed and that the facts stated therein are true.

/s/ Tammie S. Ptacek
Tammie S. Ptacek
Incorporator

*STATE OF DELAWARE*
*SECRETARY OF STATE*
*DIVISION OF CORPORATIONS*
*FILED 01:00 PM 12/24/2002*
*020798591 - 3255036*

**CERTIFICATE OF CONVERSION**
**FROM A CORPORATION**
**TO A LIMITED LIABILITY COMPANY**

The undersigned, for the purpose of converting NRG Thermal Services Inc., a Delaware corporation, to a Delaware limited liability company, and pursuant to Section 1-266 of the Delaware General Corporation Law, hereby states as follows:

1. The name of the corporation is NRG Thermal Services Inc.

2. The date on which the original Certificate of Incorporation was filed with the Secretary of State is July 5,2000.

3. The name of the limited liability company to which the corporation herein is being converted shall be NRG Thermal Services LLC.

4. The conversion has been approved in accordance with the provisions of Section 266.

IN WITNESS WHEREOF, the undersigned has executed this certificate the 23rd day of December, 2002.

/s/ Tammie S. Ptacek
Name: Tammie Ptacek
Secretary

*STATE OF DELAWARE*
*SECRETARY OF STATE*
*DIVISION OF CORPORATIONS*
*FILED 01:00 PM 12/24/2002*
*020798591 - 3255036*

**CERTIFICATE OF FORMATION**
**OF**
**NRG THERMAL SERVICES LLC**

The undersigned, being a natural person 18 years of age or older and for the purpose of forming a limited liability company for general business purposes under the Delaware Limited Liability Act, hereby adopts the following Certificate of Formation:

1. Name: The name of the limited liability company is NRG Thermal Services LLC.

2. Registered Office: The address of the registered office of the limited liability company is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

3. Organizer: The name and address of the sole organizer of the limited liability company is Tammie S. Ptacek, NRG Energy, Inc., 901 Marquette Avenue, Suite 2300, Minneapolis, Minnesota 55402.

4. Effective Date: The formation shall be effective on December 31, 2002.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of NRG Thermal Services LLC this 23rd day of December, 2002.

/s/ Tammie S. Ptacek
Name: Tammie S. Ptacek
Authorized Person

*State of Delaware*
*Secretary of State*
*Division of Corporations*
*Delivered 01:04 PM 01/31/2007*
*FILED 12:31 PM 01/31/2007*
*SRV 070107952 - 3255036 FILE*

**STATE OF DELAWARE**
**CERTIFICATE OF AMENDMENT**

1. Name of Limited Liability Company: NRG Thermal Services LLC.

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

   1. The name of the Limited Liability Company is: NRG Engine Services LLC.

**IN WITNESS WHEREOF**, the undersigned have executed this Certificate on the 31st day of January, A.D. 2007.

By : /s/ Deborah Fry
Authorized Person(s)

Name: /s/ Deborah Fry
Print or Type

*State of Delaware*
*Secretary of State*
*Division of Corporations*
*Delivered 05:51 PM 04/06/2009*
*FILED 05:14 PM 04/06/2009*
*SRV 090339676 - 3255036 FILE*

**STATE OF DELAWARE**
**CERTIFICATE OF AMENDMENT**

1. Name of Limited Liability Company: NRG Engine Services LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

1. The name of the LLC is NRG Energy Services LLC.

**IN WITNESS WHEREOF,** the undersigned have executed this Certificate on the 6th day of April, A.D. 2009.

By: /s/ Deborah R. Fry
Authorized Person(s)

Name: /s/ Deborah R. Fry
Print or Type

**Exhibit 3.110**

**THIRD AMENDED AND RESTATED**
**LIMITED LIABILITY COMPANY AGREEMENT**
**OF**
**NRG ENERGY SERVICES LLC**
**a Delaware Limited Liability Company**

THIS THIRD AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this "**Agreement**") of NRG Energy Services LLC (the "**Company**"), dated as of December 1, 2010 is adopted by, and executed and agreed to, for good and valuable consideration, by the Sole Member of the Company, NRG Energy Services Group LLC, a Delaware limited liability company.

## ARTICLE I
## DEFINITIONS

1.1 *Definitions.* As used in this Agreement, the following terms have the following meanings:

"Act" means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

"Agreement" has the meaning given that term in the introductory paragraph.

"Capital Contribution" means the aggregate contribution by a Member to the capital of the Company.

"Certificate" has the meaning given that term in Section 2.1.

"Company" means NRG Energy Services LLC, a Delaware limited liability company.

"Dispose," "Disposed," "Disposing" or "Disposition" means a sale, assignment, transfer, exchange, mortgage, pledge or other disposition (including, without limitation, by operation of law); provided, however, that this definition does not include the granting and/ or perfection of a security interest lien or encumbrance.

"Incapacity" or "Incapacitated" means (a) with respect to a natural person, the bankruptcy, death, incompetency or insanity of such person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

"Majority Members" means Members holding a majority of the Units owned by all Members or if there is only one Member, such Member.

"Member" means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

"Person" means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

"Proceeding" has the meaning given such term in Section 5.1.

"Units" means the units of each Member representing such Member's interest in the income, gains, losses, deductions and expenses of the Company as set forth on Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2 *Construction*. Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

## ARTICLE II
## ORGANIZATION

2.1 *Formation*. The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the "**Certificate**") under and pursuant to the Act.

2.2 *Name*. The name of the Company is "NRG Energy Services LLC" and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3 *Registered Office; Registered Agent; Principal Office; Other Offices*. The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4 *Purposes*. The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5 *Foreign Qualification*. Prior to the Company's conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6 *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7 *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8 *Unit Certificates.* The number of authorized Units shall initially be one thousand (1,000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, shall be recorded in a register thereof maintained by the Company, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine.

## ARTICLE III
## MEMBERS, UNITS AND DISTRIBUTIONS

3.1 *Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2 *Liability of Members.* Except as otherwise required by applicable law and as explicitly set forth in this Agreement, no Member shall have any personal liability whatsoever in its capacity as a Member, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other

obligations of the Company or for any losses of the Company, and therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein. To the extent that, at law or in equity, a Member or other Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or another Person, such Member or other Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement.

3.3 *Member Units.* Each Member's interest in the Company, including such Member's interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4 *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5 *Distributions.* Subject to the provision of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

## ARTICLE IV
## MANAGEMENT

4.1 *Management by the Members.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Majority Members, and the Majority Members shall make all decisions and take all actions for the Company.

4.2 *Actions by Members; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Majority Members shall act through (i) meetings and written consents pursuant to Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles (including, without limitation, chairman, chief executive officer, president, vice president, secretary, assistant secretary, treasurer and assistant treasurer) to any such Persons and delegate to such other individuals certain authority and duties. Any number of titles may be held by the same individual. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3 *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Majority Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4 *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5 *Conflicts of Interest.* Each Member and officer of the Company at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation to offer to the Company or any other Member or officer the right to participate therein. The Company may transact business with any Member, officer or affiliate thereof *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6 *Officers*.

(a) The Majority Members may, from time to time, designate one or more persons to be officers of the Company. No officer need be a resident of the State of Delaware, or a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

## ARTICLE V
## INDEMNIFICATION

5.1 *Exculpation.* Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, none of the Members, managers, or any other officers, directors, stockholders, partners, employees, affiliates, representatives, or agents of any of the foregoing, nor any officer, employee, representative or agent of the Company (individually, a "Covered Person" and collectively, the "Covered Persons") shall be liable to the Company or any other person bound by this Agreement for any act or omission (in relation to the Company, its property or the conduct of its business or affairs, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted by a Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

5.2 *Indemnification.* To the fullest extent permitted by law, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative ("Claims"), in which the Covered Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Section 5.2 with respect to (i) any

Claim with respect to which such Covered Person has engaged in fraud, willful misconduct, bad faith or gross negligence or (ii) any Claim initiated by such Covered Person unless such Claim (or part thereof) (A) was brought to enforce such Covered Person's rights to indemnification hereunder or (B) was authorized or consented to by the Board. Expenses incurred by a Covered Person in defending any Claim shall be paid by the Company in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Section 5.2.

5.3 *Amendments.* Any repeal or modification of this Article V by the Members shall not adversely affect any rights of such Covered Person pursuant to this Article V, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

## ARTICLE VI
## TAXES AND BOOKS

6.1 *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2 *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

## ARTICLE VII
## TRANSFERS

7.1 *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member's Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2 *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7.3 *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of

such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4 *Effect of Assignment*.

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5 *Effect of Incapacity*. Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

## ARTICLE VIII
## DISSOLUTION, LIQUIDATION AND TERMINATION

8.1 *Dissolution*. The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

(a) the written consent of the Majority Members; and

(b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or

(c) on the date set forth in the Certificate.

8.2 *Liquidation and Termination*. On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

(a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses

incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and

(b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3 *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

## ARTICLE IX
## GENERAL PROVISIONS

9.1 *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested or by delivering that writing to the recipient in person, by courier, or by facsimile transmission; and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it. All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

9.2 *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3 *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance

by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4 *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5 *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6 *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7 *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

* * * * * *

IN WITNESS WHEREOF, the Sole Member has executed this Agreement as of the date first set forth above.

SOLE MEMBER:

**NRG ENERGY SERVICES GROUP LLC**
Its: Sole Member

By: _____
Name: Lynne Przychodzki
Title: Assistant Secretary

***SCHEDULE A***

| MEMBERS | UNITS |
|---|---|
| NRG ENERGY SERVICES GROUP LLC | 1,000 |
| **TOTAL** | 1,000 |

**Exhibit 3.111**

*State of Delaware*
*Secretary of State*
*Division of Corporations*
*Delivered 10:08 PM 12/10/2004*
*FILED 07:33 PM 12/10/2004*
*SRV 040896123 - 3885155 FILE*

**AMENDED AND RESTATED**

**CERTIFICATE OF INCORPORATION**

**OF**

**TPG GENCO IV, INC.**

It is hereby certified that:

1. The present name of the corporation is TPG Genco IV, Inc. (hereinafter referred to as the "Corporation"), which is the name under which the Corporation was originally incorporated; and the date of filing the original certificate of incorporation of the Corporation is November 22, 2004.

2. The amendment and restatement herein certified have been duly adopted by the sole incorporator in the manner prescribed by Section 241 and Section 245 of the General Corporate Law of the State of Delaware, no directors having been named in the certificate of incorporation and no directors having been elected.

3. The corporation has not received any payment for any of its stock.

4. The certificate of Incorporation of the Corporation, as amended and restated herein, shall at the effective time of this Amended and Restated Certificate of Incorporation, read as follows:

FIRST: The name of the Corporation is TPG Genco IV, Inc.

SECOND: The registered office of the Corporation is to be located at 1209 Orange Street, in the City of Wilmington, in the County of New Castle, in the State of Delaware. The name of its registered agent at that address is The Corporation Trust Company,

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of the State of Delaware.

FOURTH: The total number of shares of stock, which the Corporation is authorized to issue, is one million (1,000,000) shares of common stock and the par value of each of such shares is $0.01. All such shares are to be of one class.

FIFTH: The name and address of the incorporator is as follows:

Gregory Pomerantz
c/o Cleary, Gottlieb, Steen & Hamilton
One Liberty Plaza
New York, NY 10006

SIXTH: The following provisions are inserted for the management of the business and for the conduct of the affairs of the Corporation, and for further definition, limitation and regulation of the powers of the Corporation and of its directors and stockholders;

(1) The number of directors of the Corporation shall be such as from time to time shall be fixed by, or in the manner provided in, the by-laws. Election of directors need not be by ballot unless the by-laws so provide.

(2) The Board of Directors shall have powers without the assent or vote of the stockholders to make, alter, amend, change, add to or repeal the by-laws of the Corporation; to fix and vary the amount to be reserved for any proper purpose; to authorize and cause to be executed mortgages and liens upon all or any part of the property of the Corporation; to determine the use and disposition of any surplus or net profits; and to fix the times for the declaration and payment of dividends.

(3) The directors in their discretion may submit any contract or act for approval OR ratification at any annual meeting of the stockholders or at any meeting of the stockholders called for the purpose of considering any such act or contract, and any contract or act that shall be approved or be ratified by the vote of the holders of a maj ority of the stock of the Corporation which is represented in person or by proxy at such meeting and entitled to vote thereat (provided that a lawful quorum of stockholders be there represented in person or by proxy) shall be as valid and as binding upon the Corporation and upon all the stockholders as though it had been approved or ratified by every

stockholder of the Corporation, whether or not the contract or act would otherwise be open to legal attack because of directors' interest, or for any other reason.

(4) In addition to the powers and authorities hereinbefore or by statute expressly conferred upon them, the directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation; subject, nevertheless, to the provisions of the statutes of Delaware, of this certificate, and to any by-laws from time to time made by the stockholders; provided, however, that no by-laws so made shall invalidate any prior act of the directors which would have been valid if such by-law had not been made.

SEVENTH: The Corporation shall, to the full extent permitted by Section 145 of the General Corporation Law of the State of Delaware, as amended from time to time, indemnify all persons whom it may indemnify pursuant thereto.

EIGHTH: Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware, may, on the application in a summary way of the Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for the Corporation under the provisions of section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for the Corporation under the provisions of section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if

sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the Corporation, as the case may be, and also on the Corporation.

NINTH: The Corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation in the manner now or hereafter prescribed by law, and all rights and powers conferred herein on stockholders, directors and officers are subject to this reserved power.

TENTH: The personal liability of the directors of the Corporation is hereby eliminated to the fullest extent permitted by paragraph (7) of subsection (b) of Section 102 of the General Corporation Law of the State of Delaware, as the same may be amended or supplemented.

ELEVENTH: Section 203 of the General Corporation Law of the State of Delaware shall not apply to the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand the 10th day of December, 2004.

/s/ Gregory Pomerantz
Name: Gregory Pomerantz
Title: Sole Incorporator

*State of Delaware*
*Secretary of State*
*Division of Corporations*
*Delivered 11:19 AM 02/17/2006*
*FILED 11:19 AM 02/17/2006*
*SRV 060151530 - 3885155 FILE*

**CERTIFICATE OF AMENDMENT**
**TO THE**
**CERTIFICATE OF INCORPORATION**
**OF**
**TPG GENCOIV, INC.**

Pursuant to Section 228 and Section 242 of the
General Corporation Law of the State of Delaware

TPG Genco IV, Inc., a Delaware corporation (hereinafter called the "Corporation"), does hereby certify as follows:

1. Article FIRST of the Corporation's Certificate of Incorporation is hereby amended to read in its entirety as set forth below:

FIRST: The name of the Corporation is NRG Blocker VII Inc.

2. Article EIGHTH of the Corporation's Certificate of Incorporation is hereby deleted in its entirety and each subsequent article is hereby renumbered accordingly.

3. The foregoing amendments were duly adopted in accordance with Section 228 and Section 242 of the General Corporation Law of the State of Delaware.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, TPG Genco IV, Inc., has caused this Certificate to be duly executed in its corporate name this 16th day of February, 2006.

TPG GENCO IV, INC.

By: /s/ Todd Darr
Name: Todd Darr
Title: Assistant treasurer

*State of Delaware*
*Secretary of State*
*Division of Corporations*
*Delivered 05:11 PM 04/28/2006*
*FILED 03:47 PM 04/28/2006*
*SRV 06039S634 - 3885155 FILE*

**CERTIFICATE OF MERGER**

**OF**

**NRG BLOCKER I LP**
**NRG BLOCKER II LP**
**NRG BLOCKER III INC.**
**NRG BLOCKER IV INC.**
**NRG BLOCKER V INC.**
**NRG BLOCKER VI INC.**

**WITH AND INTO**

**NRG BLOCKER VII INC.**

---

Pursuant to § 263 of the General Corporation Law

---

Pursuant to Title 8, Section 263 of the Delaware General Corporation Law (the ***"DGCL")*** and Section 17-211 of the Delaware Revised Uniform Limited Partnership Act, NRG Blocker VII Inc., a Delaware corporation, hereby certifies as follows:

FIRST: The name and state of domicile of each of the constituent corporations and limited partnerships which are to merge is as follows:

| Name | State of Formation |
|---|---|
| NRG Blocker I LP | Delaware |
| NRG Blocker II LP | Delaware |
| NRG Blocker III Inc. | Delaware |
| NRG Blocker IV Inc. | Delaware |
| NRG Blocker V Inc. | Delaware |
| NRG Blocker VI Inc. | Delaware |
| NRG Blocker VII Inc. | Delaware |

SECOND: An Agreement and Plan of Merger, dated April 25, 2006 (the *"**Agreement**"),* has been approved, adopted, certified, executed and acknowledged by the surviving corporation, each of the merging limited partnerships and each of the merging corporations in accordance with §263 of the DGCL.

THIRD: The name of the surviving corporation is NRG Blocker VII Inc. (the *"**Surviving Corporation**").*

FOURTH: The Merger shall become effective at 11:58 p.m., Eastern Time, on April 30, 2006.

FIFTH: The certificate of incorporation of NRG Blocker VII Inc. shall be the certificate of incorporation of the Surviving Corporation.

SIXTH: The Agreement is on file at the principal place of business of the Surviving Corporation located at 211 Carnegie Center, Princeton, New Jersey 08540, and will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of any constituent corporation or any partner of any constituent limited partnership.

*[Signature page follows.]*

IN WITNESS WHEREOF, NRG Blocker VII Inc. has caused this Certificate of Merger to be executed by an authorized person on its behalf, this 25th day of April, 2006.

**NRG BLOCKER VII INC.**

By: /s/ Steven Winn
Name: Steven Winn
Title: President

**Signature Page to Certificate of Merger**

**CERTIFICATE OF AMENDMENT**
**OF THE**
**CERTIFICATE OF INCORPORATION**
**OF**
**NRG BLOCKER VII INC.**

---

**Pursuant to Section 228 and Section 242 of the**
**General Corporation Law of the State of Delaware**

---

NRG Blocker VII Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "DGCL"), hereby certifies that:

1. The name of the corporation is NRG Blocker VII Inc. (the "Corporation") and the date of filing the original certificate of incorporation of the corporation is November 22, 2004.

2. Effective May 15, 2006, Article First of the Certificate of Incorporation of the Corporation is hereby amended to read in its entirety as follows:

   "FIRST: The name of the corporation is NRG Generation Holdings Inc."

3. The foregoing amendment was duly adopted in accordance with Section 228 and Section 242 of the DGCL.

[Signature Page Follows]

*State of Delaware*
*Secretary of State*
*Division of Corporations*
*Delivered 11:38 AM 05/03/2006*
*FILED 11:11 AM 05/03/2006*
*SRV 060412666 - 3885155 FILE*

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Amendment to be executed by an authorized person on its behalf, this 25th day of April, 2006.

**NRG BLOCKER VII INC.**

By: /s/ Steven Winn
Name: Steven Winn
Title: President

**Exhibit 3.112**

AMENDED AND RESTATED

BY-LAWS

OF

TPG GENCO IV, INC.

ARTICLE I

OFFICES

Section 1. The registered office of the corporation shall be located in the City of Wilmington, County of New Castle, State of Delaware.

Section 2. The corporation may also have offices at such other places both within and without the State of Delaware as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

ANNUAL MEETING OF SHAREHOLDERS

Section 1. All meetings of shareholders for the election of directors shall be held each year at such place, date and time, either within or without the State of Delaware as may be specified by the board of directors.

Section 2. Written or printed notice of the annual meeting stating the place, date and hour of the meeting shall be delivered not less than ten nor more than sixty days before the date of the meeting, either personally or by mail, by or at the

direction of the president, the secretary, or the officer or persons calling the meeting, to each shareholder of record entitled to vote at such meeting.

ARTICLE III

SPECIAL MEETINGS OF SHAREHOLDERS

Section 1. Special meetings of shareholders may be held at such time and place within or without the State of Delaware as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the certificate of incorporation, may be called by the president, the board of directors, or the holders of not less than two-thirds majority of all the shares entitled to vote at the meeting.

Section 3. Written or printed notice of a special meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called, shall be delivered not less than ten nor more than sixty days before the date of the meeting, either personally or by mail, by, or at the direction of, the president, the secretary, or the officer or persons calling the meeting, to each shareholder of record entitled to vote at such meeting. The notice should also indicate that it is being issued by, or at the direction of, the person calling the meeting.

Section 4. The business transacted at any special meeting of shareholders shall be limited to the purposes stated in the notice.

ARTICLE IV

QUORUM AND VOTING OF STOCK

Section 1. The holders of a majority of the shares of stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the certificate of incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted that might have been transacted at the meeting as originally notified.

Section 2. If a quorum is present, the affirmative vote of a majority of the shares of stock represented at the meeting shall be the act of the shareholders, unless the vote of a greater or lesser number of shares of stock is required by law or the certificate of incorporation.

Section 3. Each outstanding share of stock having voting power shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

Section 4. The board of directors in advance of any shareholders' meeting may appoint one or more inspectors to act at the meeting or any adjournment thereof. If inspectors are not so appointed, the person presiding at a shareholders' meeting may, and, on the request of any shareholder entitled to vote thereat, shall appoint one or more inspectors. In case any person appointed as inspector fails to appear or act, the vacancy may be filled by the board in advance of the meeting or at the meeting by the person presiding thereat. Each inspector, before entering upon the discharge of his duties, shall take and sign an oath faithfully to execute the duties of inspector at such meeting with strict impartiality and according to the best of his ability.

Section 5. Whenever shareholders are required or permitted to take any action by vote, such action may be taken without a meeting on written consent, setting forth the action so taken, signed by the holders of all outstanding shares entitled to vote thereon.

## ARTICLE V

## DIRECTORS

Section 1. The board of directors of the corporation shall consist of not less than one (1) nor more than fifteen (15) directors. The number of directors on the Board may be changed from time-to-time by resolutions duly adopted by the shareholders. Directors shall be at least eighteen years of age and need not be residents of the State of Delaware nor shareholders of the corporation. The directors, other than the first board of directors, shall be elected at the annual meeting of the shareholders, except as hereinafter

provided, and each director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified. The first board of directors shall hold office until the first annual meeting of shareholders.

Section 2. Any or all of the directors may be removed, with or without cause, at any time by the vote of the shareholders at a special meeting called for that purpose. Any director of the corporation may resign at any time, by giving notice in writing to the chairman of the board of directors, the president or Secretary of the Corporation.

Section 3. Newly created directorships resulting from an increase in the board of directors and all vacancies occurring in the board shall be filled by election at an annual meeting, or at a special meeting of shareholders called for that purpose. A director elected to fill a vacancy shall be elected for the unexpired portion of the term of his predecessor in office. A director elected to fill a newly created directorship shall serve until the next succeeding annual meeting of shareholders and until his successor shall have been elected and qualified.

Section 4. The business affairs of the corporation shall be managed by its board of directors, which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the certificate of incorporation or by these by-laws directed or required to be exercised or done by the shareholders.

Section 5. The directors may keep the books of the corporation, except such as are required by law to be kept within the state, outside of the State of Delaware, at such place or places as they may from time to time determine.

Section 6. The directors may be paid their expenses, if any, of attendance at each meeting of the board of directors and may be paid a fixed sum for attendance at each meeting of the board of directors or a stated salary for service as director, payable in cash or securities. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefore. Members of special or standing committees may be allowed like compensation for service as committee members.

## ARTICLE VI

## MEETING OF THE BOARD OF DIRECTORS

Section 1. Meetings of the board of directors, regular or special, may be held either within or without the State of Delaware.

Section 2. The first meeting of each newly elected board of directors shall be held at such time and place as shall be fixed by the vote of the shareholders at the annual meeting and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present, or it may convene at such place and time as shall be fixed by the consent in writing of all the directors.

Section 3. Regular meetings of the board of directors may be held upon such notice, or without notice, and at such time and at such place as shall from time to time be determined by the board.

Section 4. Special meetings of the board of directors may be called by the president on at least two (2) days' notice to each director, either personally or by mail or by telegram; special meetings shall be called by the president or secretary in like manner and on like notice on the written request of two directors.

Section 5. Notice of a meeting need not be given to any director who submits a signed waiver of notice whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board of directors need be specified in the notice or waiver of notice of such meeting.

Section 6. A majority of the entire board of directors shall constitute a quorum for the transaction of business unless a greater or lesser number is required by law or by the certificate of incorporation. The vote of a majority of the directors present at any meeting at which a quorum is present shall be the act of the board of directors, unless the vote of a greater number is required by law or by the certificate of incorporation. If a quorum shall not be present at any meeting of directors, the directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 7. Unless otherwise restricted by the certificate of incorporation or these by-laws, members of the board of directors, or any committee designated by the board of directors, may participate in a meeting of the board of directors, or any committee, by means of conference telephone or similar communications by means of

which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

Section 8. Unless the certificate of incorporation provides otherwise, any action required or permitted to be taken at a meeting of the directors or a committee thereof may be taken without a meeting if a consent in writing to the adoption of a resolution authorizing the action so taken, shall be signed by all of the directors entitled to vote with respect to the subject matter thereof.

Section 9. The board of directors, by resolution adopted by a majority of the entire board, may designate, from among its members, one or more committees, each consisting of one or more directors, and each of which, to the extent provided in the resolution, shall have all the authority of the board, except as otherwise required by law. Vacancies in the membership of any committee shall be filled by the board of directors at a regular or special meeting of the board of directors. Each committee shall keep regular minutes of its proceedings and report the same to the board when required.

ARTICLE VII

NOTICES

Section 1. Whenever, under the provisions of the statutes or of the certificate of incorporation or of these by-laws, notice is required to be given to any director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or shareholder, at his address as it appears on the records of the corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by telegram.

Section 2. Whenever any notice of a meeting is required to be given under the provisions of the statutes or under the provisions of the certificate of incorporation or these by-laws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VIII

OFFICERS

Section 1. The officers of the corporation shall be chosen by the board of directors and shall be a president, a secretary and a treasurer. The board of directors, in



its discretion, also may choose a chairman of the board of directors (who must be a director) and one or more vice presidents, assistant secretaries, assistant treasurers and other officers. The board of directors may also choose additional vice-presidents, and one or more assistant secretaries and assistant treasurers.

Section 2. The board of directors at its first meeting after each annual meeting of shareholders shall choose a president, a secretary and a treasurer, none of whom needs to be a member of the board. Any two or more offices may be held by the same person.

Section 3. The board of directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board of directors.

Section 4. The salaries, if any, of all officers and agents of the corporation shall be fixed by the board of directors.

Section 5. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the board of directors may be removed at any time by the affirmative vote of a majority of the board of directors. Any vacancy occurring in any office of the corporation shall be filled by the board of directors.

CHAIRMAN OF THE BOARD OF DIRECTORS

Section 6. The chairman of the board of directors, if there be one, shall preside at all meetings of the shareholders and of the board of directors. During the absence or disability of the president, the chairman of the board of directors shall exercise all the powers and discharge all the duties of the president. The chairman of the board of directors shall also perform such other duties and may exercise such other powers as may from time to time be assigned by theses By-Laws or by the board of directors.

THE PRESIDENT

Section 7. The president shall be the chief executive officer of the corporation, shall in the absence of the chairman of the board of directors, or if there be none, preside at all meetings of the shareholders and the board of directors, shall have general and active management of the business of the corporation and shall see that all orders and resolutions of the board of directors are carried into effect.

Section 8. He shall execute bonds, mortgages and other contracts requiring a seal under the seal of the corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the board of directors to some other officer or agent of the corporation.

THE VICE-PRESIDENTS

Section 9. The vice-president, or if there shall be more than one, the vice-presidents in the order determined by the board of directors, shall, in the absence or disability of the president, perform the duties and exercise the powers of the president

and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

THE SECRETARY AND ASSISTANT SECRETARIES

Section 10. The secretary shall attend all meetings of the board of directors and all meetings of the shareholders and record all the proceedings of the meetings of the corporation and of the board of directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the board of directors, and shall perform such other duties as may be prescribed by the board of directors or president, under whose supervision he shall be. He shall have custody of the corporate seal of the corporation and he, or an assistant secretary, shall have authority to affix the same to any instrument requiring it and, when so affixed, it may be attested by his signature or by the signature of such assistant secretary. The board of directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his signature.

Section 11. The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the board of directors, shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

THE TREASURER AND ASSISTANT TREASURERS

Section 12. The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the board of directors.

Section 13. He shall disburse the funds of the corporation as may be ordered by the board of directors, taking proper vouchers for such disbursements, and shall render to the president and the board of directors at its regular meetings, or when the board of directors so requires, an account of all his transactions as treasurer and of the financial condition of the corporation.

Section 14. If required by the board of directors, he shall give the corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the board of directors for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

Section 15. The assistant treasurer, or if there shall be more than one, the assistant treasurers in the order determined by the board of directors, shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

ARTICLE IX

CERTIFICATES FOR SHARES

Section 1. The shares of the corporation shall be represented by certificates or shall be uncertified. Certificates shall be signed by the chairman or vice-chairman of the board or the president or a vice-president and the secretary or an assistant secretary or the treasurer or an assistant treasurer of the corporation and may be sealed with the seal of the corporation of a facsimile thereof.

When the corporation is authorized to issue shares of more than one class, there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the corporation will furnish to any shareholder upon request and without charge, a full statement of the designation, relative rights, preferences, and limitations of the shares of each class authorized to be issued and, if the corporation is authorized to issue any class of preferred shares in series, the designation, relative rights, preferences and limitations of each such series so far as the same have been fixed and the authority of the board of directors to designate and fix the relative rights, preferences and limitations of other series.

Section 2. The signatures of the officers of the corporation upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent or registered by a registrar other than the corporation itself or an employee of the corporation. In case any officer who has signed or whose facsimile signature has been placed upon a 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 were such officer at the date of issue.

Section 3. The board of directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the board of directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or such owner's legal representative, to advertise the same in such manner as the board of directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate or the issuance of such new certificate.

Section 4. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate shall be cancelled and the transaction shall be recorded upon the books of the corporation.

Section 5. In order that the Corporation may determine the shareholders entitled to notice of or to vote at any meeting of the shareholders or any adjournment thereof, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the board of

directors, and which record date shall not be more than sixty nor less than ten days before the date of such meeting. If no record date is fixed by the board of directors, the record date for determining shareholders entitled to notice of or to vote at a meeting of the shareholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of shareholders of record entitled to notice of or to vote at a meeting of the shareholders shall apply to any adjournment of the meeting; provided, however, that the board of directors may fix a new record date for the adjourned meeting.

Section 6. In order that the Corporation may determine the shareholders entitled to consent to corporate action in writing without a meeting, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the board of directors, and which record date shall not be more than ten days after the date upon which the resolution fixing the record date is adopted by the board of directors. If no record date has been fixed by the board of directors, the record date for determining shareholders entitled to consent to corporate action in writing without a meeting, when no prior action by the board of directors is required by applicable law, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of the shareholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return

receipt requested. If no record date has been fixed by the board of directors and prior action by the board of directors is required by applicable law, the record date for determining shareholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the board of directors adopts the resolution taking such prior action.

Section 7. In order that the Corporation may determine the shareholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the shareholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than sixty days prior to such action. If no record date is fixed, the record date for determining shareholders for any such purpose shall be at the close of business on the day on which the board of directors adopts the resolution relating thereto.

Section 8. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any 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 provided by law.

Section 9. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten days before every meeting

of the shareholders, a complete list of the shareholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each shareholder and the number of shares registered in the name of each shareholder. Such list shall be open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting (i) either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held or (ii) during ordinary business hours, at the principal place of business of the Corporation. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any shareholder who is present.

ARTICLE X

GENERAL PROVISIONS

Section 1. Subject to the provisions of the certificate of incorporation relating thereto, if any, dividends may be declared by the board of directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in shares of the capital stock or in the corporation's bonds or its property, including the shares or bonds of other corporations subject to any provisions of law and of the certificate of incorporation.

Section 2. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of

the corporation, or for such other purpose as the directors shall think conducive to the interest of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

Section 3. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 4. The fiscal year of the corporation shall be fixed by resolution of the board of directors.

Section 5. The corporate seal, if any, shall have inscribed thereon the name of the corporation, the year of its organization and the words "Corporate Seal, Delaware". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

ARTICLE XI

AMENDMENTS

Section 1. These by-laws may be amended or repealed or new by-laws may be adopted at any regular or special meeting of shareholders at which a quorum is present or represented, by the vote of the holders of shares entitled to vote in the election of any directors, provided notice of the proposed alteration, amendment or repeal be contained in the notice of such meeting.



ARTICLE XII

INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other than those by or in the Right of the Corporation. Subject to Section 3 of this Article XII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation), by reason of the fact that such person is or was a director or officer of the Corporation, or is or was a director or officer of the Corporation serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article XII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that such person is or was a director or officer of the Corporation, or is or was a director or officer of the Corporation serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery of the State of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article XII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the present or former director or officer is proper in the circumstances because such person has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article XII, as

the case may be. Such determination shall be made, with respect to a person who is a director or officer at the time of such determination, (i) by a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum, or (ii) by a committee of such directors designated by a majority vote of such directors, even though less than a quorum, or (iii) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion or (iv) by the shareholders. Such determination shall be made, with respect to former directors and officers, by any person or persons having the authority to act on the matter on behalf of the Corporation. To the extent, however, that a present or former director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article XII, a person shall be deemed to have acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe such person's conduct was unlawful, if such person's action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to such person by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to

the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The provisions of this Section 4 shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article XII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article XII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to the Court of Chancery of the State of Delaware or any other court of competent jurisdiction in the State of Delaware for indemnification to the extent otherwise permissible under Section 1 or Section 2 of this Article XII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because such person has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article XII, as the case maybe. Neither a contrary determination in the specific case under Section 3 of this Article XII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses (including attorneys' fees) incurred by a director or officer in defending any civil, criminal, administrative or investigative action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this Article XII. Such expenses (including attorneys' fees) incurred by former directors and officers or other employees and agents may be so paid upon such terms and conditions, if any, as the Corporation deems appropriate.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article XII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under the Certificate of Incorporation, these By-Laws, agreement, vote of shareholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Section 1 and Section 2 of this Article XII shall be made to the fullest extent permitted by law. The provisions of this Article XII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article XII but whom the Corporation has the power or obligation to indemnify under the provisions of the DGCL, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation,

or is or was a director or officer of the Corporation serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power or the obligation to indemnify such person against such liability under the provisions of this Article XII.

Section 9. Certain Definitions. For purposes of this Article XII, references to "the Corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors or officers, so that any person who is or was a director or officer of such constituent corporation, or is or was a director or officer of such constituent corporation serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article XII with respect to the resulting or surviving corporation as such person would have with respect to such constituent corporation if its separate existence had continued. The term "another enterprise" as used in this Article XII shall mean any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. For purposes of this Article XII, references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a

director, officer, employee or agent of the Corporation which imposes duties on, or involves services by, such director or officer with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Corporation" as referred to in this Article XII.

Section 10. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article XII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 11. Limitation on Indemnification. Notwithstanding anything contained in this Article XII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article XII), the Corporation shall not be obligated to indemnify any director or officer (or his or her heirs, executors or personal or legal representatives) or advance expenses in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the board of directors of the Corporation.

Section 12. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the board of directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the

Corporation similar to those conferred in this Article XII to directors and officers of the Corporation.

**Exhibit 3.139**

**CERTIFICATE OF FORMATION**
**OF**
**NRG GROWTH LLC**

1. Name: The name of the limited liability company is NRG Growth LLC.

2. Registered Office: The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

3. Organizer: The name and address of the sole organizer of the limited liability company is Lynne Przychodzki, NRG Energy, Inc., 211 Carnegie Center, Princeton, NJ 08540.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of NRG Growth LLC this 24th day of February, 2009.

/s/ Lynne Przychodzki
Lynne Przychodzki
Authorized Person

*State of Delaware*
*Secretary of State*
*Division of Corporations*
*Delivered 11:16 AM 02/27/2009*
*FILED 11:10 AM 02/27/2009*
*SRV 090213996 - 4658748 FILE*

**STATE OF DELAWARE**
**CERTIFICATE OF AMENDMENT**

1. Name of Limited Liability Company: **NRG Growth LLC**

2. The Certificate of Formation of the limited liability company is hereby amended as follows:
**"1. Name: The name of the limited liability company is NRG Retail LLC."**

**IN WITNESS WHEREOF,** the undersigned have executed this Certificate on the 27th day of February, 2009.

By: /s/ Lynne Przychodzki
Lynne Przychodzki, Authorized Person

**Exhibit 3.140**

**AMENDED & RESTATED**
**LIMITED LIABILITY COMPANY AGREEMENT**
**OF**
**NRG RETAIL LLC**
**a Delaware Limited Liability Company**

THIS AMENDED & RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this "**Agreement**") of NRG RETAIL LLC (the "**Company**"), dated as of February 27 2009 is adopted by, and executed and agreed to, for good and valuable consideration, by the sole member of the Company, NRG Energy, Inc. a Delaware corporation.

## ARTICLE I
## DEFINITIONS

1.1 *Definitions.* As used in this Agreement, the following terms have the following meanings:

"Act" means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

"Agreement" has the meaning given that term in the introductory paragraph.

"Capital Contribution" means the aggregate contribution by a Member to the capital of the Company.

"Certificate" has the meaning given that term in Section 2.1.

"Company" means NRG Retail LLC, a Delaware limited liability company.

"Dispose," "Disposed," "Disposing" or "Disposition" means a sale, assignment, transfer, exchange, mortgage, pledge, grant of a security interest or other disposition or encumbrance (including, without limitation, by operation of law) or the acts thereof.

"Incapacity" or "Incapacitated" means (a) with respect to a natural person, the bankruptcy, death, incompetency or insanity of such person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

"Majority Members" means Members holding a majority of the Units owned by all Members or if there is only one Member, such Member.

"Member" means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

"Person" means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

"Proceeding" has the meaning given such term in Section 5.1.

"Units" means the units of each Member representing such Member's interest in the income, gains, losses, deductions and expenses of the Company as set forth on Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2 *Construction*. Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

## ARTICLE II
## ORGANIZATION

2.1 *Formation*. The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the "**Certificate**") under and pursuant to the Act.

2.2 *Name*. The name of the Company is "NRG Retail LLC" and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3 *Registered Office; Registered Agent; Principal Office; Other Offices*. The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4 *Purposes*. The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5 *Foreign Qualification*. Prior to the Company's conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6 *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7 *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8 *Unit Certificates.* The number of authorized Units shall initially be one thousand (1,000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, shall be recorded in a register thereof maintained by the Company, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine.

## ARTICLE III
## MEMBERS, UNITS AND DISTRIBUTIONS

3.1 *Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2 *Liability of Members.* Except as otherwise required by applicable law and as explicitly set forth in this Agreement, no Member shall have any personal liability whatsoever in its capacity as a Member, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other

obligations of the Company or for any losses of the Company, and therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein. To the extent that, at law or in equity, a Member or other Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or another Person, such Member or other Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement.

3.3 *Member Units.* Each Member's interest in the Company, including such Member's interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4 *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5 *Distributions.* Subject to the provision of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

## ARTICLE IV
## MANAGEMENT

4.1 *Management by the Members.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Majority Members, and the Majority Members shall make all decisions and take all actions for the Company.

4.2 *Actions by Members; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Majority Members shall act through (i) meetings and written consents pursuant to Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles (including, without limitation, chairman, chief executive officer, president, vice president, secretary, assistant secretary, treasurer and assistant treasurer) to any such Persons and delegate to such other individuals certain authority and duties. Any number of titles may be held by the same individual. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3 *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Majority Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4 *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5 *Conflicts of Interest.* Each Member and officer of the Company at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation to offer to the Company or any other Member or officer the right to participate therein. The Company may transact business with any Member, officer or affiliate thereof *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6 *Officers*.

(a) The Majority Members may, from time to time, designate one or more persons to be officers of the Company. No officer need be a resident of the State of Delaware, or a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

## ARTICLE V
## INDEMNIFICATION

5.1 *Exculpation.* Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, none of the Members, managers, or any other officers, directors, stockholders, partners, employees, affiliates, representatives, or agents of any of the foregoing, nor any officer, employee, representative or agent of the Company (individually, a "Covered Person" and collectively, the "Covered Persons") shall be liable to the Company or any other person bound by this Agreement for any act or omission (in relation to the Company, its property or the conduct of its business or affairs, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted by a Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

5.2 *Indemnification.* To the fullest extent permitted by law, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative ("Claims"), in which the Covered Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Section 5.2 with respect to (i) any

Claim with respect to which such Covered Person has engaged in fraud, willful misconduct, bad faith or gross negligence or (ii) any Claim initiated by such Covered Person unless such Claim (or part thereof) (A) was brought to enforce such Covered Person's rights to indemnification hereunder or (B) was authorized or consented to by the Board. Expenses incurred by a Covered Person in defending any Claim shall be paid by the Company in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Section 5.2.

5.3 *Amendments.* Any repeal or modification of this Article V by the Members shall not adversely affect any rights of such Covered Person pursuant to this Article V, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

## ARTICLE VI
## TAXES AND BOOKS

6.1 *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2 *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

## ARTICLE VII
## TRANSFERS

7.1 *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member's Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2 *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7.3 *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of

such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4 *Effect of Assignment*.

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5 *Effect of Incapacity*. Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

## ARTICLE VIII
## DISSOLUTION, LIQUIDATION AND TERMINATION

8.1 *Dissolution*. The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

(a) the written consent of the Majority Members; and

(b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or

(c) on the date set forth in the Certificate.

8.2 *Liquidation and Termination*. On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

(a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses

incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and

(b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3 *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

## ARTICLE IX
## GENERAL PROVISIONS

9.1 *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested or by delivering that writing to the recipient in person, by courier, or by facsimile transmission; and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it. All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

9.2 *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3 *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance

by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4 *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5 *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6 *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7 *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

* * * * * *

IN WITNESS WHEREOF, the sole Member has executed this Agreement as of the date first set forth above.

SOLE MEMBER:

**NRG Energy, Inc.**
Its: Sole Member

By: _____
Name: Christopher Sotos
Title: Vice President & Treasurer

***SCHEDULE A***

| MEMBERS | UNITS |
|---|---|
| NRG Energy, Inc. | 1,000 |
| **TOTAL** | 1,000 |

**Exhibit 3.149**

FILED
In the Office of the
Secretary of State of Texas

DEC 21 2001

Corporations Section

**CERTIFICATE OF LIMITED PARTNERSHIP**

**OF**

**TEXAS GENCO, LP**

This Certificate of Limited Partnership of Texas Genco, LP is being executed and filed by the undersigned General Partner (the "General Partner") to form a limited partnership pursuant to Section 2.01(a) of the Texas Revised Limited Partnership Act (the "Act"). The undersigned does hereby agree that the Certificate of Limited Partnership of the Partnership shall read in its entirety as follows:

ARTICLE I

The name of the limited partnership is Texas Genco, LP.

ARTICLE II

The address of the registered office of the Partnership is 1020 Main Street, Suite 1150, Houston, Texas 77002, and the name of the registered agent for service of process of the Partnership required to be maintained by Section 1.06 of the Act at such address is CT Corporation System.

ARTICLE III

The address of the principal office in the United States where records are required to be kept or made available under Section 1.07 of the Act is 1111 Louisiana, Houston, Texas 77002.

ARTICLE IV

The name, mailing address and street address of the business of the General Partner are:

Texas Genco GP, LLC
1111 Louisiana
Houston, Texas 77002

IN WITNESS WHEREOF, the General Partner has executed this Certificate as of December 21, 2001.

TEXAS GENCO GP, LLC

By: /s/ Richard B. Dauphin
Name: Richard B. Dauphin
Title: Assistant Corporate Secretary

*State of Delaware*

*Office of the Secretary of State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "TEXAS GENCO LP, LLC", FILED IN THIS OFFICE ON THE EIGHTEENTH DAY OF DECEMBER, A.D. 2001, AT 5 O'CLOCK P.M.

**[SEAL]**

/s/ Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

3469190 8100

AUTHENTICATION: 1514761

010652232

DATE: 12-19-01

**CERTIFICATE OF FORMATION**

**OF**

**TEXAS GENCO LP, LLC**

This Certificate of Formation of Texas Genco LP,LLC (the "Company") is being executed and filed by the undersigned authorized person for the purpose of forming a limited liability company under the Delaware Limited Liability Company Act (6 Del. C. § 18-101 *et seq*.).

ARTICLE I

The name of the Company is Texas Genco LP, LLC.

ARTICLE II

The address of the registered office of the Company in the County of New Castle, State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, and the name of the registered agent of the Company at such address is The Corporation. Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation on December 18, 2001.

/s/ Patricia F. Genzel
Patricia F. Genzel
Authorized Person

*STATE OF DELAWARE*
*SECRETARY OF STATE*
*DIVISION OF CORPORATIONS*
*FILED 05:00 PM 12/12/2001*
*010653232 - 3469190*

**TEXAS GENCO HOLDINGS, INC.**
**1111 LOUISIANA**
**HOUSTON, TEXAS 77002**

**CONSENT TO USE OF NAME**

Texas Genco, LP, a limited partnership not yet in existence, desires to carry on its business under the name "Texas Genco, LP." The undersigned, as Assistant Corporate Secretary for Texas Genco Holdings, Inc., hereby consents to the organization and qualification of and use of the name "Texas Genco, LP" by Texas Genco, LP.

IN WITNESS WHEREOF, the undersigned has executed this consent as of December 18, 2001.

/s/ Richard B. Dauphin
Richard B. Dauphin
Assistant Corporate Secretary

FILED
In the Office of the
Secretary of State of Texas

FEB 04 2002

Corporations Section

**CERTIFICATE OF CORRECTION**

**FOR**

**TEXAS GENCO, LP**

This Certificate of Correction (this "Certificate") is being filed by the undersigned pursuant to Section 2.13 of the Texas Revised Limited Partnership Act:

ARTICLE I

The name of the limited partnership is Texas Genco, LP (the "Partnership").

ARTICLE II

The document to be corrected is the Certificate of Limited Partnership of the Partnership, filed with the Secretary of State of the State of Texas on December 21, 2001 (the "Original Certificate").

ARTICLE III

This Certificate is correcting the street number of the address of the registered office of the Partnership set forth in Article II of the Original Certificate.

ARTICLE IV

As corrected, the text of Article II of the Original Certificate shall read in its entirety as follows:

The address of the registered office of the Partnership is 1021 Main Street, Suite 1150, Houston, Texas 77002, and the name of the registered agent for service of process of the Partnership required to be maintained by Section 1.06 of the Act at such address is CT Corporation System.

IN WITNESS WHEREOF, the General Partner of the Partnership has executed this Certificate on January 31, 2002, to be effective as of December 21, 2001.

TEXAS GENCO GP, LLC, general partner

By: /s/ David G. Tees
Name: David G. Tees
Title: Manager

**CERTIFICATE OF MERGER**

**OF**

**TEXAS GENCO, LP**

**AND**

**TEXAS GENCO II, LP**

FILED
In the Office of the
Secretary of State of Texas

DEC 10 2004

Corporations Section

In accordance with the provisions of Section 2.11 of the Texas Revised Limited Partnership Act (the "TRLPA") the undersigned constituent entities submit the following Certificate of Merger adopted for filing and hereby certify that:

1. The name and state of formation or organization of each of the constituent entities which are to merge are as follows:

| Name of Entity | Type of Entity | State of Formation or Organization |
|---|---|---|
| Texas Genco, LP | Limited Partnership | Texas |
| Texas Genco II, LP | Limited Partnership | Texas |

2. The name and organizational form of the surviving entities of the Merger (as defined below) are as follows:

| Name of Surviving Entity | Organizational Form of Surviving Entity |
|---|---|
| Texas Genco, LP | Limited Partnership |
| Texas Genco II, LP | Limited Partnership |

3. The Agreement and Plan of Merger dated as of December 10, 2004 (the "Plan of Merger") between Texas Genco, LP, a Texas limited partnership ("Genco LP"), and Texas Genco II, LP, a Texas limited partnership ("Genco II LP"), providing for the multiple survivor merger of Genco LP and Genco II LP on the terms and conditions set forth therein (the "Merger"), has been approved, adopted, executed and acknowledged by each of Genco LP and Genco II LP in accordance with the requirements of the TRLPA. A copy of the Plan of Merger is attached to this Certificate of Merger as Exhibit A.

4. The Plan of Merger has been duly authorized by Genco LP and Genco II LP by all action required by the laws under which each such entity is organized and by the constituent documents of each such entity.

5. There shall be no change (through amendment, restatement or otherwise) to the Certificate of Limited Partnership of Genco LP or to the Certificate of Limited Partnership of Genco II LP to be effected by the Merger.

6. An executed copy of the Plan of Merger is on file at the principal place of business of Genco LP at 1111 Louisiana Street, Houston, Texas 77002 and at the principal place of business of Genco II LP at 1111 Louisiana Street, Houston, Texas 77002.

7. A copy of the Plan of Merger will be furnished by Genco LP and Genco II LP on written request and without cost to any creditor or obligee of Genco LP or Genco II LP at the time of the Merger if the obligation is then outstanding.

8. Genco LP and Genco II LP have each complied with the provisions of their respective limited partnership agreements regarding furnishing partners copies or summaries of the Plan of Merger or notices regarding the Merger.

9. The Merger shall become effective at 11:30 a.m. (Central Standard Time) on December 13, 2004.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have duly executed this Certificate of Merger as of the 10th day of December, 2004.

**TEXAS GENCO, LP**,
a Texas limited partnership

BY: Texas Genco GP, LLC, its General Partner

BY: /s/ David G. Tees
Name: David G. Tees
Title: President

**TEXAS GENCO II, LP,**
a Texas limited partnership

BY: Texas Genco II GP, LLC, its General Partner

BY: /s/ David G. Tees
Name: David G. Tees
Title: President

**EXHIBIT A**

**AGREEMENT AND PLAN OF MERGER**

**OF**

**TEXAS GENCO, LP**

**AND**

**TEXAS GENCO II, LP**

This Agreement and Plan of Merger ("**Plan of Merger**") made as of the 10th day of December, 2004, pursuant to Section 2.11 of the Texas Revised Limited Partnership Act (the "**TRLPA**"), by and between Texas Genco, LP, a Texas limited partnership ("**Genco LP**"), and Texas Genco II, LP, a Texas limited partnership ("**Genco II LP**"), said entities being hereinafter sometimes collectively called the "**Surviving Entities**."

WITNESSETH

**WHEREAS**, CenterPoint Energy, Inc., a Texas corporation ("**CenterPoint**"), Utility Holding, LLC, a Delaware limited liability company and wholly owned subsidiary of CenterPoint ("**Utility Holding**"), NN Houston Sub, Inc., a Texas corporation and a direct wholly owned subsidiary of Utility Holding ("**Merger Sub**"), Texas Genco Holdings, Inc., a Texas corporation ("**Genco Holdings**"), Texas Genco LLC (formerly known as GC Power Acquisition LLC), a Delaware limited liability company ("**Buyer**"), and HPC Merger Sub, Inc., a Texas corporation and a wholly owned subsidiary of Buyer ("**STP Merger Sub**"), have entered into that certain Transaction Agreement, dated as of July 21, 2004 (the "**Transaction Agreement**");

**WHEREAS**, Section 2.1 of the Transaction Agreement contemplates a multiple survivor merger of Genco LP and Genco II LP in accordance with the terms and conditions of this Plan of Merger (the "**Merger**");

**WHEREAS**, pursuant to its Agreement of Limited Partnership, Genco LP currently has one general partner, which is entitled to manage the limited partnership and that general partner is Texas Genco GP, LLC, a Texas limited liability company ("**Genco GP**");

**WHEREAS**, Genco GP has adopted resolutions approving the Merger upon the terms and conditions hereinafter set forth and approving this Plan of Merger in accordance with the applicable provisions of the TRLPA and the constituent documents of Genco GP;

**WHEREAS**, pursuant to its Agreement of Limited Partnership, Genco II LP currently has one general partner, which is entitled to manage the limited partnership and that general partner is Texas Genco II GP, LLC, a Texas limited liability company ("**Genco II GP**"); and

**WHEREAS**, Genco II GP has adopted resolutions approving the Merger upon the terms and conditions hereinafter set forth and approving this Plan of Merger in accordance with the applicable provisions of the TRLPA and the constituent documents of Genco II GP;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements herein contained, and for the purpose of prescribing the terms and conditions of the Merger, the mode of carrying it into effect, the manner and basis of allocating ownership interests of each of the Surviving Entities and such other details and provisions of the Merger as are deemed necessary or desirable, the parties hereto have agreed and covenanted, and do hereby agree and covenant, as follows:

1. At the time contemplated by Section 2.1 of the Transaction Agreement, the parties hereto shall cause the Merger to be consummated by filing the certificate of merger ("**Certificate of Merger**") with the Secretary of State of the State of Texas (the "**Secretary of State**") in such form as is required by, and executed in accordance with, the relevant provisions of the TRLPA and shall make any other filings or recordings required under the TRLPA. The date and time of the issuance of a certificate of merger (or such later date and time, if any, specified in the certificate of merger) by the Secretary of State pursuant to Section 2.11 of the TRLPA, being the "**Effective Time**." When the Merger contemplated by this Plan of Merger shall become effective under the TRLPA, the Surviving Entities shall each continue in existence under the laws of the State of Texas.

2. At the Effective Time:

(a) Each of the Surviving Entities shall maintain their separate existence and each shall continue as a surviving business entity under the same name.

(b) There shall be no change (through conversion, exchange or otherwise) to the partnership interests of Genco LP or Genco II LP.

(c) There shall be no change (through amendment, restatement or otherwise) to the Certificate of Limited Partnership of Genco LP or Genco II LP.

(d) Genco GP shall continue as the sole general partner of Genco LP, and Texas Genco LP, LLC shall continue as the sole limited partner of Genco LP.

(e) Genco II GP shall continue as the sole general partner of Genco II LP, and Texas Genco LP, LLC shall continue as the sole limited partner of Genco II LP.

(f) All of Genco II LP's right, title and interest in and to any and all real estate and other property (including any assets, rights, claims, contracts and permits) owned by Genco II LP shall be allocated to and vested in Genco II LP without reversion or impairment, without further act or deed, and without any transfer or assignment having occurred, but subject to any existing liens or other encumbrances thereon.

(g) All of Genco II LP's liabilities and obligations shall be allocated to Genco II LP.

(h) All of Genco LP's right, title and interest in and to any and all real estate and other property (including any assets, rights, claims, contracts and permits) owned by Genco LP, other than the STP Assets as more fully described in Section 2.2(j) below,



shall be allocated to and vested in Genco II LP without reversion or impairment, without further act or deed, and without any transfer or assignment having occurred, but subject to any existing liens or other encumbrances thereon.

(i) All of Genco LP's liabilities and obligations, other than the STP Liabilities as more fully described in Section 2.2(k) below, shall be allocated to Genco II LP.

(j) All of Genco LP's right, title and interest in and to any and all real estate and other property (including any assets, rights, claims, contracts and permits) described in Annex A attached hereto (collectively, the "**STP Assets**") shall be allocated to and vested in Genco LP without reversion or impairment, without further act or deed, and without any transfer or assignment having occurred, but subject to any existing liens or other encumbrances thereon.

(k) All of Genco LP's liabilities and obligations described in Annex B attached hereto (collectively, the "**STP Liabilities**") shall be allocated to Genco LP.

3. Genco LP hereby agrees that at any time, or from time to time, as and when requested by Genco II LP, or by its successors and assigns, it will execute and deliver, or cause to be executed and delivered in its name by its authorized officers, all such conveyances, assignments, transfers, deeds or other instruments, and will take or cause to be taken such further or other action, as Genco II LP, its successors or assigns, may deem necessary or desirable in order to evidence the transfer, vesting or devolution to Genco II LP of any property, right, privilege or franchise pursuant to applicable law, or to vest or perfect in or confirm to Genco II LP, its successors and assigns, title to and possession of all the property, rights, privileges, powers, franchises and interests as a result of the Merger pursuant to applicable law, and otherwise to carry out the intent and purpose hereof.

[*Signature page follows.*]

IN WITNESS WHEREOF, the parties hereto have duly executed this Plan of Merger as of the date first above written.

**TEXAS GENCO, LP**,
a Texas limited partnership

By: Texas Genco GP, LLC, its General Partner

By: /s/ David G. Tees
Name: David G. Tees
Title: President

**TEXAS GENCO II, LP,**
a Texas limited partnership

By: Texas Genco II GP, LLC, its General Partner

By: /s/ David G. Tees
Name: David G. Tees
Title: President

## STP ASSETS

**(Capitalized terms used but not defined in this Annex A shall have the meanings ascribed to them in the Transaction Agreement.)**

1. An undivided 30.8% interest in the tracts of land containing approximately 12,228.184 acres in Matagorda County, Texas conveyed by Reliant Energy, Incorporated to Texas Genco Holdings, Inc. in Deed dated August 31, 2002 and recorded in the real property records of Matagorda County, Texas (Matagorda County Clerk's File No. 025924) (the "STP Land"); the two (2) nuclear steam electric generating units, Unit 1 and Unit 2, each having a capacity of approximately 1250 MW, located on the STP Land; all auxiliary equipment associated with the units; railroad strip and railroad spur and associated facilities; administrative and service facilities; river makeup pumping facility and all associated equipment; main cooling reservoir discharge station and all associated equipment; visitor center and all associated equipment; and certain ancillary equipment and related assets located in Matagorda County, Texas ("**South Texas Project**").(1)

2. Amended and Restated South Texas Project Participation Agreement dated November 17, 1997 (the "**STP Participation Agreement**") among Texas Genco Holdings, Inc. ("**Genco Holdings**") (as successor in interest to Houston Lighting & Power Company), AEP Texas Central Company (as successor in interest to Central Power and Light Company ("**AEP**"), the City of San Antonio, acting by and through City Public Service Board of San Antonio ("**CPS**"), and the City of Austin (collectively, such parties are referred to as the "**STP Owners**").

3. All cash and cash equivalents.

4. All of Genco LP's undivided interest in the following Owned Real Property to the extent primarily related to the South Texas Project.

   The easement and rights of way covering a Railroad Strip, being a strip of land approximately 80 feet wide, extending northerly from the South Texas Plant Site and containing 60.953 acres of land, more or less, as described in the instruments below:

   A. An Easement and Right of Way, dated as of March 10, 1977, recorded in Book 578, Page 324 of the Deed Records of Matagorda County, Texas.

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(1) The STP Assets include all rights of Genco LP under that certain Purchase and Sale Agreement by and between AEP Texas Central Company and City of San Antonio (acting by and through the City Public Service Board of San Antonio) and Genco LP, dated as of September 3, 2004, pursuant to which Genco LP has agreed to purchase an additional 13.2% interest in the South Texas Project from AEP for $174.2, subject to certain adjustments, pursuant to its exercise of its right of first refusal under the STP Participation Agreement (the "**STP ROFR**").

B. An Easement and Right of Way dated as of September 27, 1977, recorded in the Book 589, Page 308 of the Deed Records of Matagorda County, Texas.

C. An Easement of Right of Way, dated as of September 27, 1977, recorded in Book 589, Page 287 of the Deed Records of Matagorda County, Texas.

D. An Amendment of Easement and Right of Way, dated as of September 28, 1978, recorded in Book 613, Page 667 of the Deed Records of Matagorda County, Texas.

5. All of Genco LP's undivided interest in the Pollution Control Facilities at Units 1 and 2 of the South Texas Project, consisting of:

A. Chemical waste system;

B. Metal cleaning waste system;

C. Oily waste system;

D. Cooling water reservoir system;

E. Liquid radwaste processing systems;

F. Boron recycle systems;

G. Solid waste processing systems;

H. Sanitary waste system;

I. Non-radioactive chemical waste system;

J. Fuel handling system;

K. Resin regeneration system;

L. Gaseous waste processing system; and

M. Steam generator blowdown system.

6. All of Genco LP's undivided interest in all interconnection equipment described as "GIF" in the South Texas Project Interconnection Agreement, dated August 15, 2002, by and among Reliant Energy, Incorporated, AEP, CPS, the City of Austin, and the STP Nuclear Operating Company ("STPNOC") on behalf of and as agent for each person that is a participant under the STP Participation Agreement.

7. All of Genco LP's undivided interest in any Contracts to the extent primarily related to the South Texas Project, excluding all power purchase agreements relating to the sale of

power from STP whether on a unit contingent basis or otherwise (the "**STP PPAs**"), but including the following:

A. Project Agreements

1. STP Participation Agreement.

2. South Texas Project Operating Agreement dated as of November 17, 1997 among the STP Owners and STPNOC ("STP Operating Agreement").

3. South Texas Project Transmission Lines Maintenance Agreement, dated effective as of November 17, 1997, by and among the STP Owners.

4. Switchyard Maintenance Agreement, dated effective as of November 17, 1997, by and among the STP Owners.

5. Interim Restructuring Agreement, dated August 15, 2002, by and among the STP Owners.

6. South Texas Project Interconnection Agreement, dated August 15, 2002, by and among Reliant Energy, Incorporated, AEP, CPS, the City of Austin, and STPNOC, on behalf of the STP Owners.

7. Agreement for Master Qualified Scheduling Entity Services by and among CPS, AEP, Reliant Energy, Incorporated, the City of Austin and STPNOC, dated June 1, 2001.

8. STP Operating Licenses.

B. Fuel and Fuel-Related Agreements

1. Contract for Nuclear Fuel Fabrication, dated July 19, 2000, between STPNOC, acting as agent for the STP Owners, and Westinghouse Electric Company LLC ("**Westinghouse Electric**").

2. STPNOC Blanket Contract No. B02642, dated June 12, 2002, between STPNOC and Westinghouse Electric, as revised and amended.

3. STPNOC Blanket Contract No. B02425, dated October 2, 2001, between STPNOC and Cogema, Inc.

4. Uranium Enrichment Services Contract, dated August 28, 2002, between STPNOC and Urenco Limited, Urenco (Capenhurst) Ltd., Urenco Deutschland GmbH, and Urenco Nederland BV.

5. General Services Agreement, dated September 11, 2001, between STPNOC, as agent for the STP Owners, and Cameco Inc. ("**Cameco**").

6. Concentrates Supply Agreement, dated September 27, 2001, between STPNOC, as agent for the STP Owners, and Cameco.

7. UF6 Conversion Services Agreement, dated August 28, 2002, between STPNOC, as agent for the STP Owners, and Cameco.

8. Letter Agreement, dated July 30, 2002, between STPNOC and Westinghouse Electric.

9. Letter Agreement, dated July 31, 2002, between STPNOC and Westinghouse Electric.

C. Water Agreements

1. Contract, dated as of January 1, 1976, by and between Lower Colorado River Authority ("**LCRA**") and Houston Lighting & Power Company ("**HL&P**"), on behalf of itself and the other Participants in the South Texas Project.

2. Amendment to Contract, dated January 23, 1976, between LCRA and HL&P, on behalf of itself and other Participants in the South Texas Project.

3. Letter Agreement, dated January 30, 1979, between LCRA and HL&P, on behalf of itself and other Participants in the South Texas Project.

D. Lease Agreements

1. Lease Agreement, dated effective as of January 1, 2001, between STPNOC, on behalf of the STP Owners, and Joe A. Birkner, Jr.

2. Lease Agreement, dated effective as of January 1, 2001, between STPNOC, on behalf of the STP Owners, and Johnnie Carroll.

3. Lease Agreement, dated effective as of January 1, 2001, between STPNOC, on behalf of the STP Owners, and Johnnie Carroll.

4. Lease Agreement, dated effective as of January 1, 2001, between STPNOC, on behalf of the STP Owners, and Carmel Harrison & George Harrison.

5. Oil, Gas and Mineral Lease, dated May 19, 1948, between Victor A. Driscoll and J.F. Taylor.

6. Oil, Gas and Mineral Lease, dated May 19, 1948, between Evelyn Davis Driscoll and J.F. Taylor.

7. Oil, Gas and Mineral Lease, dated November 1, 1972, between Mary Culver Mecklenburg & H.W. Mecklenburg and Amoco Production Company.

8. Oil, Gas and Mineral Lease, dated November 1, 1972, between Nellie M. Lawson and Amoco Production Company.

9. Oil, Gas and Mineral Lease, dated February 2, 1973, between Harry E. Norris & James O. Carpenter and Amoco Production Company.

10. Oil, Gas and Mineral Lease, dated June 4, 1973, between Jake E. Foltyn & Rosemary Foltyn and Amoco Production Company.

11. Oil, Gas and Mineral Lease, dated June 4, 1973, between Mary Alice Pennybacker, individually and as independent executrix of the Estate of Percy V. Pennybacker, Deceased, Ruth Pennybacker & the Austin National Bank, Trustee of the Paul Bonner Pennybacker Trust Fund, and Amoco Production Company.

12. Oil Gas and Mineral Lease, dated June 29, 1973, between Lucy Rivers Vineyard, individually and as Trustee for Robert Royal Vineyard, Carter Rivere Vineyard under the Will of Robert Hawes Vineyard, Deceased, Robert Royal Vineyard, Individually, and Amoco Production Company.

13. Crop-Share-Cash Farm Lease, dated October 1, 1972, between Fred Broughton and Michael Ledwig.

E. Miscellaneous Agreements

1. Agreement for the Relocation of Farm to Market Road 521, dated August 26, 1975, by and among the STP Owners and the State of Texas, acting by and through the State Highway and Public Transportation Commission of the State of Texas.

2. Power Sales Agreement, dated January 1, 2002, between STPNOC, acting as agent for the STP Owners and AEP Texas Commercial & Industrial Retail Limited Partnership.

F. STPNOC Blanket Contracts

1. STPNOC Blanket Contract No. 01057, dated December 6, 1999, between STPNOC and LCRA, as revised or amended.

2. STPNOC Blanket Contract No. 01061, dated December 13, 1999, between STPNOC and High Tech Document Services, Inc. ("**High Tech**"), as revised or amended.

3. STPNOC Blanket Contract No. 01130, dated March 23, 2000, between STPNOC and Associated Engineering Resource, as revised and amended.

4. STPNOC Blanket Contract No. 01147, dated April 20, 2000, between STPNOC and Department of Energy - Nuclear Waste Fund, as revised and amended.

5. STPNOC Blanket Contract No. 01162, dated May 10, 2000, between STPNOC and Westinghouse Electric Company LLC ("**Westinghouse Electric**"), as revised and amended.

6. STPNOC Blanket Contract No. 01184, dated June 26, 2000, between STPNOC and Ondeo Nalco Chemical ("**Nalco**"), as revised and amended.

7. Houston Lighting & Power Company Purchase Order No. AM0329000, dated effective May 18, 1996, between STPNOC (as successor to Houston Lighting & Power Company) and Oracle Corporation ("**Oracle**"), as revised and amended.

8. Houston Lighting & Power Company Purchase Order No. AM0358000, dated effective December 9, 1996, between STPNOC (as successor to HL&P) and People Soft, as revised and amended.

9. Houston Lighting & Power Company Purchase Order, dated effective May 6, 1997, between STPNOC (as successor to HL&P) and Sungard Recovery Services, Inc., as revised and amended.

10. STPNOC Blanket Contract No. B02029, dated September 14, 2000, between STPNOC and Pro-Line Water Screen Service, Inc., as revised and amended.

11. STPNOC Blanket Contract No. B02036, dated September 21, 2000, between STPNOC and J. Conly & Associates, Inc., as revised and amended.

12. STPNOC Blanket Contract No. B02042, dated September 28, 2000, between STPNOC and IBM, as revised and amended.

13. STPNOC Blanket Contract No. B02077, dated October 27, 2000, between STPNOC and Siemens Westinghouse Power Corporation ("**Siemens Westinghouse**"), as revised and amended.

14. SPNOC Blanket Contract No. B02122, dated December 7, 2000, between STPNOC and Nalco, as revised and amended.

15. STPNOC Blanket Contract No. B02131, dated December 13, 2000, between STPNOC and Brock Specialty Services, Ltd. ("**Brock Specialty Services**"), as revised and amended.

16. STPNOC Blanket Contract No. B02134, dated December 14, 2000, between STPNOC and Software Spectrum, Inc., as revised and amended.

17. STPNOC Blanket contract No. B02170, dated January 15, 2001, between STPNOC and U.S. Nuclear Regulatory Commission, as revised and amended.

18. STPNOC Blanket Contract No. B02203, dated January 31, 2001, between STPNOC and Bartlett Nuclear, as revised and amended.

19. STPNOC Blanket Contract No. B02227, dated February 27, 2001, between STPNOC and Baker & Botts, L.L..P. ("**Baker Botts**"), as revised and amended.

20. STPNOC Blanket Contract No. B02230, dated February 28, 2001, between STPNOC and Morgan, Lewis and Bockius, LLP ("**Morgan, Lewis and Bockius**"), as revised and amended.

21. STPNOC Blanket Contract No. B02231, dated February 28, 2001, between STPNOC and AON Consulting, as revised and amended.

22. STPNOC Blanket Contract No. B02242, dated March 6, 2001, between STPNOC and Matthews and Branscomb, as revised and amended.

23. STPNOC Blanket Contract No. B02283, dated April 18, 2001, between STPNOC and Thyssen Krupp Elevator, as revised and amended.

24. STPNOC Blanket Contract No. B02300, dated May 8, 2001, between STPNOC and Matagorda County, as revised and amended.

25. STPNOC Blanket Contract No. B02304, dated May 21, 2001, between STPNOC and Matagorda County Hospital District, as revised and amended.

26. STPNOC Blanket Contract No. B02322, dated June 19, 2001, between STPNOC and Structural Integrity Associates, Inc., as revised and amended.

27. STPNOC Blanket Contract No. B02359, dated July 31, 2001, between STPNOC and Sorento Electronics, Inc., as revised and amended.

28. STPNOC Blanket Contract No. B02362, dated August 2, 2001, between STPNOC and Brock Specialty Services, as revised and amended.

29. STPNOC Blanket Contract No. B02363, dated August 6, 2001, between STPNOC and The Wackenhut Corporation, as revised and amended.

30. STPNOC Blanket Contract No. B02367, dated August 6, 2001, between STPNOC and Hurst Technologies Corporation, as revised and amended.

31. STPNOC Blanket Contract No. B02373, dated August 7, 2001, between STPNOC and Drago Supply Company.

32. STPNOC Blanket Contract No. B02420, dated September 27, 2001, between STPNOC and Cameco Inc., as revised and amended.

33. STPNOC Blanket Contract No. B02428, dated October 5, 2001, between STPNOC and Weir Valves & Controls USA, Inc., f/k/a/ Atwood and Morrill Co., Inc., as revised and amended.

34. STPNOC Blanket Contract No. B02439, dated October 24, 2001, between STPNOC and Houston Service Industries, as revised and amended.

35. STPNOC Blanket Contract No. B02458, dated November 29, 2001, between STPNOC and Sun Technical Services, Inc. ("**Sun Technical**"), as revised and amended.

36. STPNOC Blanket Contract No. B02558, dated February 26, 2002, between STPNOC and Studsvik Processing Facility, L.L.C., as revised and amended.

37. STPNOC Blanket Contract No. B02465, dated December 12, 2001, between STPNOC and Sun Technical, as revised and amended.

38. STPNOC Blanket Contract No. B02523, dated January 30, 2002, between STPNOC and High Tech, as revised and amended.

39. STPNOC Blanket Contract No. B02656, dated July 16, 2002, between STPNOC and Siemens Westinghouse, as revised and amended.

40. STPNOC Blanket Contract No. B02543, dated February 14, 2002, between STPNOC and Utilities Service Alliance, Inc., as revised and amended.

41. STPNOC Blanket Contract No. B02614, dated April 25, 2002, between STPNOC and Unitech Services Group, Inc., as revised and amended.

42. STPNOC Blanket Contract No. B02637, dated June 10, 2002, between STPNOC and Westinghouse Electric, as revised and amended.



43. STPNOC Blanket Contract No. B02693, dated August 28, 2002, between STPNOC and Cameco Corporation, as revised and amended.

44. STPNOC Blanket Contract No. B02694, dated August 28, 2002, between STPNOC and Urenco Ltd., as revised and amended.

45. STPNOC Blanket Contract No. B02749, dated December 21, 2002, between STPNOC and Crane Nuclear, Inc., as revised and amended.

46. STPNOC Blanket Contract No. B02769, dated January 30, 2003, between STPNOC and Westinghouse Electric.

47. HL&P Purchase Order No. MS0593000, dated July 31, 1996, between STPNOC (as successor to HL&P) and Air Liquide America Corp.

48. STPNOC Purchase Order No. QB0042000, dated December 15, 1997, between STPNOC and Nalco, as revised and amended.

49. STPNOC Purchase Order No. QB0045000, dated February 9, 1998, between STPNOC and Nalco, as revised and amended.

50. STPNOC Purchase Order No. QB0068000, dated February 18, 1999, between STPNOC and Nuclear Logistics, Inc., as revised and amended.

51. Purchase Order (Contract Services) No. ST-401694, dated November 26, 1997, between STPNOC, acting as agent for the STP Owners, and Baker Botts.

52. STPNOC Blanket Contract No. 01113, dated February 29, 2000, between STPNOC and Artemis International Solutions Corp. as revised or amended.

53. STPNOC Blanket Contract No. B02865, dated June 17, 2003, between STPNOC and IBM Corporation.

54. STPNOC Blanket Contract No. B02932, dated November 5, 2003, between STPNOC and Westinghouse Electric.

55. STPNOC Blanket Contract No. B02954, dated December 11, 2003, between STPNOC and Cooper Energy Services.

56. STPNOC Blanket Contract No. B02987, dated January 21, 2003, between STPNOC and Westinghouse Electric.

57. STPNOC Blanket Contract No. B02988, dated January 27, 2004, between STPNOC and Continental Field Systems, Inc., as revised and amended.

58. STPNOC Blanket Contract No. B02479, dated December 26, 2001, for Power Sales Agreement dated January 1, 2002 between AEP-Central Power and Light and STP Nuclear Operating Company.

59. STPNOC Blanket Contract No. B02998 dated February 19, 2004 between Scott, Madden & Associates, Inc. and STPNOC.

60. STPNOC Blanket Contract No. B03027 dated April 19, 2004 between Bass Construction Co., Inc. and STPNOC.

8. All of Genco LP's undivided interest in inventory, including nuclear fuel inventory, at the South Texas Project.

9. All of Genco LP's undivided interest in office equipment at the South Texas Project.

10. That certain Credit Agreement, dated as of December 23, 2003, as amended (the "**Genco Credit Facility**"), with a syndicate of banks, a copy of which has been provided to Buyer, as amended by that certain First Amendment to Credit Agreement and Pledge Agreement dated as of September 3, 2004, among, Texas Genco Holdings, Inc., Texas Genco GP, LLC, Texas Genco LP, LLC, Texas Genco Services, LP, Genco LP, the lenders named therein and Deutsche Bank AG New York Branch, as Administrative Agent and Collateral Agent (the "Credit Agreement Amendment"). Related to the Genco Credit Facility is a Pledge Agreement, dated as of December 23, 2003 (the "**Genco Pledge Agreement**"), made by and among Texas Genco, LP with and in favor of Deutsche Bank AG New York Branch, in its capacity as Collateral Agent under the Genco Credit Facility dated as of December 23, 2003, as amended by the Credit Agreement Amendment.

11. Environmental Permits on the attached lists to the extent primarily related to South Texas Project.

12. All rights under the Spin-Off Separation Agreement arising out of or relating to the STP Assets and Liabilities, excluding any STP PPAs.

13. The Decommissioning Trust Agreement, associated decommissioning funds, and the following contracts:

(a) Amended and Restated Investment Manager Agreement by and between Reliant Energy, Incorporated and NISA Investment Advisors, L.L.C. dated July 1, 2000.

(b) Investment Manager Agreement by and between Reliant Energy, Incorporated and BlackRock Financial Management, Inc. dated July 1, 2000.

(c) Texas Genco, LP, Investment Policy for the South Texas Project Nuclear Decommissioning Trust dated August 29, 2003.

(d) Securities Lending Authorization by and between Reliant Energy, Incorporated and Mellon Bank, N.A. dated July 27, 1999.

(e) Agreement by and between Reliant Energy, Incorporated and Mellon Bank, N.A. relating to DT International Stock Index Fund.

(f) Consulting Agreement by and between Reliant Energy, Incorporated and Ennis, Knupp & Associates dated December 1, 1999.

14. Genco LP's undivided interest in the machinery, mobile or otherwise, equipment, vehicles, tools, fixtures, furniture and furnishings, and other tangible personal property related to or used, or useful, in the operation of the South Texas Project that are used primarily in the operation of the South Texas Project, or, in the ordinary course of business consistent with past practice, are customarily located at the South Texas Project.

15. Genco LP's undivided interest in all Spent Nuclear Fuel presently stored at the South Texas Project (including any such fuel which may have been used in connection with generating Texas Genco's share of electricity at the South Texas Project).

16. Genco LP's undivided interest in miscellaneous assets necessary, useful or used in or ancillary to operating the South Texas Project and primarily utilized in connection therewith, but not otherwise enumerated above, and that in the ordinary course of business consistent with past practice are (i) located at the South Texas Project or (ii) owned, operated, maintained or under the control of the STPNOC, but excluding the STP PPAs.

The South Texas Project does not include the transmission and distribution equipment owned and controlled by the four Transmission Co-Owners as described in the STP Interconnection Agreement. The points of interconnection to the transmission owners are the connection points for each unit's generator step-up transformer in the STP Switchyard, the connection points for each unit's stand-by transformer in the STP Switchyard, and the connection point of the 138KV services in the STP Switchyard. The transmission and distribution equipment owned by the Transmission Co-Owners consists of the STP Switchyard and the transmission lines and towers running through the east, north and west transmission corridors, including its supporting equipment.

17. Genco LP's undivided interest in all real estate and other property (including all assets, right, claims, Contracts and Permits) at the South Texas Project to the extent related to the South Texas Project, but excluding the STP PPAs.

18. Any and all permits by rule related to the South Texas Project.

19. The following permits:

| Permit | Certificate Number |
|---|---|
| Texas Commission on Environmental Quality | |
| Auxiliary Boiler Air Quality Permit | 7410 / PSD-TX-209M1 |
| Beneficial Land Application of Sludge | 04523 |
| Industrial Solid Waste Generation/Disposal | 30651 |
| Storm Water Permit | TXR05P472 |
| Title V Air Quality Permit | 0-00801 |
| Wastewater Discharge Disposal Permit (TNRCC/NPDES) | 01908 / TX0064947 |
| Public Water Supply - Main Plant | 1610051 |
| Public Water Supply - Nuclear Support Center/Nuclear Training Facility | 1610103 |
| | |
| Texas Department of Licensing and Regulation, Boiler Program | |
| Auxiliary boiler (Texas Boiler No. 139402) | 200411100015 |
| MOF locker room portable water heater (Texas Boiler No. 139361) | 200405010053 |
| MUD system water heater (Texas Boiler No. 117630) | 200405010049 |
| Unit 1 MAB DW water heater (Texas Boiler No. 117631) | 200405010050 |
| Unit 1 MAB PW water heater (Texas Boiler No. 117632) | 200405010051 |
| Unit 2 MAB PW water heater (Texas Boiler No. 151206) | 200405010052 |
| Unit 2 MAB DW water heater (Texas Boiler No. 151207) | 200405010052 |
| Nuclear Boiler #1 | Texas Nuclear Boiler No. 1 |
| Nuclear Boiler #2 . | Texas Nuclear Boiler No. 2 |
| | |
| Texas Department of Public Health | |
| Radioactive Material License | L04222 (Amd 16) |
| Industrial Radiation Machines and Services (security x-ray) | R15820 (Amd 10) |
| | |
| Texas General Land Office - Coastal Easement (intake dredging) | LC980025 |
| | |
| Texas Water Commission | |
| Certificate of Adjudication | 14-5437 |
| Contractual Permit to Appropriate State Water | CP-327 |
| | |
| Federal Communications Commission - approximately 20 radio licenses | Various |
| | |
| U.S. Army Corps of Engineers | |
| Barge slip dredging | 01570 |
| Reservoir makeup pumping facility dredging | 13848 |
| Intake Barge Slip/Discharge | 10570 |
| Temporary Cofferdam | 11086 |
| Maintenance Dredging | 14848(01) |
| Boat Slip | 15351 |
| | |
| U.S. Department of Energy - Spend Fuel Disposal Contract | DE-CR01-87RW00129 |
| | |
| U.S. Department of Transportation - Hazardous Material Certificate of Registration | 052802-550-01 IK |
| | |
| U.S. Nuclear Regulatory Commission | |
| QA Program Approval for Radioactive Material Packages | 0645 |
| Unit 1 Operating License | NPF-76 |
| Unit 2 Operating License | NPF-80 |

20. That certain Cash Collateral Agreement, dated as of December 10, 2004, by and between Texas Genco, LP and Citibank, N.A., as amended, modified and/or supplemented from time to time, and the related account (Account No. 813422, Account Name: Citibank N.A., maintained at Citibank, N.A.'s office located at 388 Greenwich Street - 21st floor New York, N.Y. 10013).

21. That certain Cash Collateral Agreement, dated as of December 10, 2004, by and between Texas Genco, LP and Deutsche Bank Ag New York Branch, as amended, modified and/or supplemented from time to time, and the related account (Account No. 43926, Account Name: DBAG/Texas Genco Cash Deposit Account, maintained at Deutsche Bank Ag New York Branch's office located at 60 Wall Street, 11th Floor New York, NY 10005).

**Annex B**

## STP LIABILITIES

**Note: Capitalized terms used but not defined in this Annex B shall have the meanings ascribed to them in the Transaction Agreement.**

1. All of Genco LP's undivided interest in all liabilities and obligations arising under any of the Contracts listed in Annex A (not including the STP PPAs).

2. All of Genco LP's liabilities and obligations arising in connection with the STP ROFR.

3. All of Genco LP's liabilities and obligations arising in connection with the Qualified Decommissioning Fund and the Nonqualified Decommissioning Funds.

4. All other liabilities and obligations of Genco LP to the extent related to the STP Assets set forth in Annex A.

5. Genco LP shall be a co-obligor together with Genco II LP under the Genco Mortgage (as defined below) until the Non-STP Acquisition Closing Date.

6. That certain Credit Agreement, dated as of December 23, 2003, as amended (the "**Genco Credit Facility**"), with a syndicate of banks, a copy of which has been provided to Buyer, as amended by that certain First Amendment to Credit Agreement and Pledge Agreement dated as of September 3, 2004, among, Texas Genco Holdings, Inc., Texas Genco GP, LLC, Texas Genco LP, LLC, Texas Genco Services, LP, Genco LP, the lenders named therein and Deutsche Bank AG New York Branch, as Administrative Agent and Collateral Agent (the "**Credit Agreement Amendment**"). Related to the Genco Credit Facility is a Pledge Agreement, dated as of December 23, 2003 (the "**Genco Pledge Agreement**"), made by and among Texas Genco, LP with and in favor of Deutsche Bank AG New York Branch, in its capacity as Collateral Agent under the Genco Credit Facility dated as of December 23, 2003, as amended by the Credit Agreement Amendment.

7. The Genco Credit Facility is secured by a series of first mortgage bonds (the "**Series C Genco Mortgage Bonds**") issued by Genco LP, in an aggregate principal amount of $250 million under a First Mortgage Indenture, dated as of December 23, 2003, as supplemented, (the "**Genco Mortgage**"), between JPMorgan Chase Bank, as trustee, and Genco, LP, a copy of which has been provided to Buyer. All of Genco, LP's real and tangible properties, subject to certain exclusions, are currently subject to the lien of the Genco Mortgage.

8. Genco LP has also issued a series of first mortgage bonds (the "**Series B Genco Mortgage Bonds**") in an aggregate principal amount of $175 million under the Genco Mortgage to J. Aron & Company to secure Genco LP's obligations under the Power Purchase Agreement.

9. That certain Cash Collateral Agreement, dated as of December 10, 2004, by and between Texas Genco, LP and Citibank, N.A., as amended, modified and/or supplemented from time to time.

10. That certain Cash Collateral Agreement, dated as of December 10, 2004, by and between Texas Genco, LP and Deutsche Bank Ag New York Branch, as amended, modified and/or supplemented from time to time.

Reports Unit
P.O. Box 12028
Austin, Texas 78711-2028

**[SEAL]**

Roger Williams
Secretary of State

**Office of the Secretary of State**

January 10, 2006

C T Corporation System
Texas Genco, LP
1021 Main Street Suite 1150
Houston, TX 77002

**Periodic Report - First Notification Letter**

Re: Texas Genco, LP
File Number: **800038960**

Dear Registered Agent:

A limited partnership is required by law to file a periodic report with the Secretary of State not more than once every four years. You are hereby notified that the above referenced limited partnership is required to file the periodic report at this time. This periodic report should be completed and received by this office on or before **February 9, 2006**. Failure to file the periodic report when due will result, after notice, in the forfeiture of the limited partnership's right to transact business in the state of Texas and could ultimately result, after notice, in the cancellation or termination of the domestic limited partnership or the cancellation or revocation of the registration of the foreign limited partnership.

One copy of the required periodic report is enclosed, along with instructions for completing the report. Make any necessary changes to the preprinted information by typing or printing the new information in the area provided. Submit the periodic report, along with the required filing fee that is shown on the attached report, to the mailing address on the report form. **Please make a copy of this report prior to mailing and retain for the limited partnership's records.**

For your convenience, the periodic report may be filed online through SOSDirect at http://www.sos.state.tx.us/corp/sosda/index.shtml.

If you have any questions about filing the periodic report or require assistance filing online using SOSDirect, please call 512-475-2705 or e-mail ReportsUnit@sos.state.tx.us.

Sincerely,
Reports Unit
Business and Public Filings Division

Enclosure



---

**Form 804**
**(revised 01/06)**

**[SEAL]**

This space reserved for filing office use

Return in Duplicate to
*Secretary of State*
P O Box 12028
Austin, TX 78711-2028
Phone 512/475-2705
FAX 512/463-1425
Dial 7-1-1 for Relay Services
**Filing Fee: See Instructions**

**Periodic Report**
**of a**
**Limited Partnership**

**FILED**
**In the Office of the**
**Secretary of State of Texas**

**JAN 25 2006**

**Corporations Section**

**File Number:** 800038960

1 The limited partnership name is Texas Genco, LP

2 It is organized under the laws of (set forth state of foreign country) Texas

3 The name of the registered agent is

☒ A The registered agent is a domestic entity or a foreign entity that is registered to do business in Texas **(cannot be limited partnership named above)** by the name of

CT Corporation
OR

☐ B The registered agent is an individual resident of the state whose name is

| *First Name* | *MI* | *Last Name* | | *Suffix* |
|---|---|---|---|---|
| | | | | |

4 The registered office address, which is identical to the business office address of the registered agent in Texas, is *(use street or building address, see Instructions)*

| 1021 main street Suite 1150 | Houston | TX | 77002 |
|---|---|---|---|
| *Street Address* | *City* | *State* | *Zip code* |

5 The address of the principal office in the United States where the records are to be kept or made available is

| 1301 McKinney St. Suite 2300 | Houston | TX | 77010 | USA |
|---|---|---|---|---|
| *Street or Mailing Address* | *City* | *State* | *Zip code* | *Country* |

6 The names and addresses of all general partners of the limited partnership are

*(if additional space is needed, include the information as an attachment to this form)*

Texas Genco GP, LLC

| *First Name* | *MI* | *Last Name* | | *Suffix* |
|---|---|---|---|---|
| | | | | |

| 1301 McKinney St. Suite 2300 | Houston | TX | 77010 | USA |
|---|---|---|---|---|
| *Street or Mailing Address* | *City* | *State* | *Zip code* | *Country* |

| *First Name* | *MI* | *Last Name* | | *Suffix* |
|---|---|---|---|---|
| | | | | |

| *Street or Mailing Address* | *City* | *State* | *Zip code* | *Country* |
|---|---|---|---|---|
| | | | | |

| *First Name* | *MI* | *Last Name* | | *Suffix* |
|---|---|---|---|---|

| *Street or Mailing Address* | *City* | *State* | *Zip code* | *Country* |
|---|---|---|---|---|

**Execution:**

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument

Date 1/11/06

/s/ Thad Miller
Signed on behalf of the limited partnership

Texas Genco GP, LLC
By (general partner)
Name: Thad Miller
Title: Vice President



**FILED**
**In the Office of the**
**Secretary of State of Texas**
**MAR 06 2006**
**Corporations Section**

**CERTIFICATE OF AMENDMENT**
**TO THE**
**CERTIFICATE OF LIMITED PARTNERSHIP**

Pursuant to the provisions of Section 2.02 of the Texas Revised Limited Partnership Act, the undersigned limited partnership desires to amend its certificate of limited partnership and for that purpose submits the following certificate of amendment.

1. The name of the limited partnership is Texas Genco, LP.

2. The certificate of limited partnership is amended as follows: The name of the limited partnership continued hereby is NRG South Texas LP.

3. This certificate of amendment shall be effective as of March 15, 2006.

Dated: February 28, 2006

Texas Genco, LP

By Texas Genco GP, LLC,
its General Partner

By: /s/ Illegible
Name: Illegible
Title: President Illegible

TX082 — CT System Online

**RECEIVED**

**Mar 06 2006**

**Secretary of State**

**NRG KAUFMAN LLC**

**CONSENT TO USE OF NAME**

NRG Kaufman LLC, a Delaware limited liability company formed under the laws of the State of Delaware, hereby consents in writing to the use of the NRG name by Texas Genco II, LP, a Texas limited liability company, and Texas Genco, LP, a Texas limited liability company (collectively the "Companies"), in contemplation of the filing of documents to effect a name change for such Companies in the State of Texas.

IN WITNESS WHEREOF, the undersigned has executed this consent this 2nd day of March, 2006.

**NRG KAUFMAN LLC**

By: /s/ Marie Eoitrheim
Name: Marie Eoitrheim
Title: Secretary

[SEAL] **Office of the Secretary of State**
**Corporations Section**
**P.O. Box 13697**
**Austin, Texas 78711-3697**
**(Form 408)**

**Filed in the Office of the**
**Secretary of State of Texas**
**Filing #: 800038960 12/27/2007**
**Document #: 197728294475**
**Image Generated Electronically**

**STATEMENT OF CHANGE OF**
**ADDRESS OF REGISTERED AGENT**

1. The name of the entity represented is
NRG South Texas LP

The entity's filing number is 800038960

2. The address at which the registered agent has maintained the registered office address for such entity is: (Please provide street address, city, state and zip code presently shown in the records of the Secretary of State.)

1021 Main Street, Suite 1150, Houston, TX 77002

3. The address at which the registered agent will hereafter maintain the registered office address for such entity is: (Please provide street address, city, state and zip code. The address must be in Texas.)

350 N. St. Paul Street, Dallas, TX 75201

4. Notice of the change of address has been given to said entity in writing at least 10 business days prior to the submission of this filing.

Date: 12/27/2007

CT Corporation System

**Name of Registered Agent**

Marie Hauer

**Signature of Registered Agent**

**FILING OFFICE COPY**

[SEAL] **Office of the Secretary of State**
**Corporations Section**
**P.O. Box 13697**
**Austin, Texas 78711-3697**
**(Form 408)**

**Filed in the Office of the**
**Secretary of State of Texas**
**Filing #: 800038960 04/19/2010**
**Document #: 304508731398**
**Image Generated Electronically**

**STATEMENT OF CHANGE OF**
**ADDRESS OF REGISTERED AGENT**

1. The name of the entity represented is
NRG South Texas LP

The entity's filing number is 800038960

2. The address at which the registered agent has maintained the registered office address for such entity is: (Please provide street address, city, state and zip code presently shown in the records of the Secretary of State.)

350 N. St. Paul St., Dallas, TX 75201

3. The address at which the registered agent will hereafter maintain the registered office address for such entity is: (Please provide street address, city, state and zip code. The address must be in Texas.)

350 N. St. Paul St., Ste. 2900, Dallas, TX 75201-4234

4. Notice of the change of address has been given to said entity in writing at least 10 business days prior to the submission of this filing.

Date: 04/19/2010

CT Corporation System

**Name of Registered Agent**

Kenneth Uva, Vice President

**Signature of Registered Agent**

**FILING OFFICE COPY**

**Exhibit 3.150**

**SECOND AMENDED AND RESTATED**

**AGREEMENT OF LIMITED PARTNERSHIP**

**OF**

**TEXAS GENCO LP**

**Effective as of April 13, 2005**

**SECOND AMENDED AND RESTATED**

**AGREEMENT OF LIMITED PARTNERSHIP**

This Second Amended and Restated Agreement of Limited Partnership (this "Agreement") is made and executed to be effective as of April 13, 2005, by Texas Genco GP, LLC, a Texas limited liability company, as general partner (the "General Partner"), and Texas Genco LP, LLC, a Delaware limited liability company, as limited partner (a "Limited Partner") the General Partner and any Limited Partners each being a "Partner" and, collectively, the "Partners").

WHEREAS, the certificate of limited partnership of Texas Genco, LP (the "Partnership") was filed with the Secretary of State of the State of Texas on December 21, 2001, and a certificate of correction was filed on February 4, 2002; and

WHEREAS, the original agreement of limited partnership of the Partnership dated December 21, 2001 was amended and restated on December 10, 2004; and

WHEREAS, Texas Genco LLC has previously entered into that certain Transaction Agreement, dated July 21, 2004 with CenterPoint Energy, Inc., Utility Holding, LLC, NN Houston Sub, Inc., Texas Genco Holdings, Inc., and HPC Merger Sub, Inc., whereby Texas Genco LLC agreed to cause HPC Merger Sub, Inc. to merge with and into Texas Genco Holdings, Inc.; and

WHEREAS, HPC Merger Sub., Inc. and the Texas Genco Holdings, Inc. entered into that certain Articles of Merger of HPC Merger Sub, Inc. and Texas Genco Holdings, Inc. dated April 12, 2005 (the "Certificate of Merger"), and

WHEREAS, the Articles of Merger were received by the Secretary of State of the State of Texas on April 12, 2005 and became effective as of the date hereof; and

WHEREAS, the Partners desire to amend and restate the limited partnership agreement of the Partnership, amount other things, to reflect certain matters as set forth herein;

NOW, THEREFORE, it is agreed as follows:

**ARTICLE I**

**DEFINITIONS**

The following terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein);

"Agreement" shall mean this Agreement as originally executed and as it may be amended from time to time hereafter.

"Capital Contribution" Shall mean any contribution to the capital of the Partnership in cash or property by a Partner whenever made.

"Capital Percentage" shall have the meaning given such term in Section 5.1.

"Certificate of Limited Partnership" shall mean the Certificate of Limited Partnership of the Partnership filed with and endorsed by the Secretary of State of the State of Texas, as such certificate may be amended from time to time hereafter.

"Code" shall mean the Internal Revenue Code of 1986, as amended, or corresponding provisions, of subsequent superseding federal revenue laws.

"Entity" shall mean any foreign or domestic general partnership, limited partnership, limited liability company, corporation joint enterprise, trust, business trust, employee benefit plan, cooperative or association.

"Fiscal Year" shall have the meaning given such term in Section 8.1.

"Indemnitee" shall have the meaning given such term in Section 6.1.

"Partner" shall mean each Person who executes a counterpart of this Agreement as a partner and each Person who may hereafter become a Partner pursuant to Section 5.3 of Section 10.3, but shall not include any Partner that ceases to a Partner.

"Partnership" shall mean Texas Genco, LP, a Texas limited partnership.

"Partnership Interest" shall mean, with respect to any Partner at any time, the partnership interest of such Partner in the Partnership at such time, including such Partner's Capital Percentage in the Profits, losses, allocations and distributions of the Partnership, and the right of such Partner to any and all other benefits to which a Partner may be entitled as provided in the this Agreement, together with the obligations of such Partner to comply with all the terms and provisions of this Agreement.

"Partnership Representative" shall mean any Person who at any time shall be, or shall have been, a general partner, limited partner, employee or agent of the Partnership, or any Person who is or was serving at the request of the Partnership as a partner director, officer, venturer, proprietor, trustee employee or agent or similar functionary of an Entity (but excluding Persons providing trustee, fiduciary or custodial services on a fee-for services basis):

"Person" shall mean any individual or Entity and any heir, executor, administrator, legal representative, successor or assign of such "Person" where the context so admits.

"Texas Act" shall mean the Texas Revised Limited Partnership Act, as the same may be amended from time to time hereafter.

**ARTICLE II**

**FORMATION OF THE PARTNERSHIP**

2.1 *Formation*. On December 21, 2001, the Certificate of Limited Partnership of the Partnership was filed with the Secretary of State of the State of Texas Pursuant to the Texas Act.

2.2 *Name*. The name of the Partnership is Texas Genco, LP. If the Partnership shall conduct business in any jurisdiction other than the State of Texas, the General Partner shall

register the Partnership or its trade name with the appropriate authorities in such state in order to have the legal existence of the Partnership recognized.

2.3 *Place of Business.* The initial principal place of business of the Partnership shall be 12301 Kurland Drive, Houston, Texas 77034. The Partnership may locate its places of business and registered office at any place or places as the General Partner may from time to time deem advisable.

2.4 *Registered office and Registered Agent*. The Partnership's registered office shall be at the office of its registered agent at 1021 Main Street, Suite 1150, Houston, Texas 77002, and the name of its initial registered agent at such address shall be CT Corporation System.

2.5 *Term*. The Partnership and this Agreement shall continue until the earliest of (a) such time as all of the Partnership's assets have been sold or otherwise disposed of, or (b) such time as the Partnership's existence has been terminated as otherwise provided herein or in the Texas Act.

2.6 *Purpose of the Partnership*. Subject to the further provisions hereof, the object and purpose of the Partnership is to engage in any lawful business activities in which a limited partnership formed under the Texas Act may engage or participate; to mange, protect and conserve all assets of the Partnership; to borrow money and issue evidences of indebtedness in furtherance of the objects and purposes of the Partnership, to secure obligations of the Partnership by mortgages, deeds of trusts, pledges or other liens and security interests on Partnership property, to have and maintain one or more offices; and to make such additional investments, engage in such additional business endeavors and to do any and all acts and things that may be necessary, incidental or convenient to carry on the Partnership's business as contemplated by this Agreement. The Partnership shall have any and all powers necessary or desirable to carry out the objects and purpose of the Partnership to the extent the same may be legally exercised by limited partnerships under the Texas Act.

**ARTICLE III**

**GENERAL PARTNER**

3.1 *Name and Address*. The name and place of business of the General Partner are as follows:

Texas Genco GP, LLC
12031 Kurland Drive
Houston, Texas 77034

3.2 *Standard of Performance*. The General Partner shall act in good faith in the performance of its obligations hereunder but shall have no liability or obligation to any Limited Partner or the Partnership for any decision made or action taken in connection herewith if made or taken in good faith, irrespective of whether the same may be reasonably prudent or whether bad judgment was exercised in connection therewith. In no event shall the General Partner be or become obligated personally to respond to damages to any Limited Partner pursuant to this

Agreement, the liability of the General Partner being limited to its interest in the Partnership. Any claim or judgment in favor of a Limited Partner shall be limited accordingly.

3.3 *Powers of General Partner*. Except to the extent otherwise provided herein, the General Partner shall have full power and authority to take all action in connection with the Partnership's affairs and to exercise exclusive management, supervision and control of the Partnership's properties and business and shall have full power to do all things necessary or incident thereof. Without limiting the foregoing, the General Partner, without the necessary of any further approval of a Limited Partner, shall have the following powers:

(a) to control and manage the Partnership's assets and so arrange for collections, disbursements and other matters necessary or desirable in connection with the management of the Partnership's assets (such power to include the power and authority to borrow money in furtherance of the Partnership's purposes);

(b) to the extent that the Partnership's financial resources will permit the General Partner to do so, to see that all indebtedness owing with respect to and secured by the Partnership's assets, or any part thereof, is paid and to make such other payments and perform such other acts as the General Partner may deem necessary to preserve the interests of the Partnership therein:

(c) to pay and discharge all taxes and assessments levied and assessed against the Partnership's assets or any part thereof for the account of the Partnership;

(d) to carry to such insurance as the General Partner may deem necessary or appropriate;

(e) to have such other authority and power as may be reasonably necessary or appropriate for the operation, maintenance and preservation of the Partnership's assets;

(f) to determine the number of employees if any, the selection of such employees, the hours of labor and compensation for the service of such employees;

(g) to amend this Agreement to reflect a change that is a necessary or desirable in connection with the issuance of any Partnership interests pursuant to Section 5.3; and

(h) to determine the time amount of the distributions of the Partners, to make such distributions in accordance with Sections 7.2 and 7.3 and the other provision of this Agreement, and to establish reasonable reserves as the General Partner may determine to be advisable.

3.4 *Reimbursements and Fees*. The general Partner shall be reimbursed by the Partnership for all third party expenses incurred in connection with the discharge of its duties hereunder as General Partner, such as audit, accounting and legal fees incurred by the General Partner in the accounting for and the maintenance of the assets of the Partnership: provided that the General Partner shall required to pay such expenses only to the extent the Partnership provides funds therefor.

## ARTICLE IV

## LIMITED PARTNER

4.1 *Name and Address*. The name and place of business of the Limited Partner are as follows:

Texas Genco LP, LLC
c/o Wilmington Trust SP Services, Inc.
1105 North Market Street, Suite 1300
Wilmington, Delaware 19801

4.2 *No Control or Liability*. Except as otherwise provided herein, (i) no Limited Partner shall have any control over the management of the Partnership or any power to transact any Partnership business or to bind or obligate the Partnership, and (ii) no Limited Partner shall be personally liable for all or any part of the debts of other obligations of the Partnership.

4.3 *Rights and Powers*. No Limited Partner shall have any rights or power to withdraw from the Partnership (or to receive any distribution under Section 6.04 of the Texas Act in the event of withdrawal) or to cause the liquidation of the Partnership or the partition of its properties. Except as set forth in Article VII and Article XI hereof, no Limited Partner shall have any right to priority of distributions from the Partnership over any other Partner.

## ARTICLE V

## CAPITAL OF THE PARTNERSHIP

5.1 *Capital Percentages*. The relative amounts of each Partner's Partnership Interest in the Partnership are as set forth below, each such Interest being expressed as a "Capital Percentage:"

| | Capital Percentage |
|---|---|
| General Partner | |
| Texas Genco GP, LLC | 1.00% |
| | |
| Limited Partner | |
| Texas Genco GP, LLC | 99.00% |

5.2 *Additional Contributions*. No Partner shall be required to make additional Capital Contributions unless, and except on such terms as, the Partners unanimously agree.

5.3 Additional Issuances of Partnership Interests.

(a) In the event of any additional Capital Contributions, and in order to raise additional capital or to acquire assets, to redeem or retire Partnership debt or for any other purpose, the Partnership is authorized, at the discretion of the General Partner, to issue additional Partnership Interests from time to time to Partners or to other Persons. The General Partner may

cause the Partnership to assume liabilities in connection with any such issuance and shall determine the consideration and terms and conditions with respect to any such issuance; provided, however, that no Partnership Interests carrying any rights or obligations other than the rights and obligations carried by the initial Partnership Interests issued pursuant to this Agreement may be issued without the approval of all of the Limited Partners. The General Partner shall do all things necessary or advisable in connection with any such issuance, including, without limitation, the making of appropriate adjustments to the Partners' Capital Percentages and compliance with any statute, rule, regulation or guideline of any federal state or other governmental agency.

(b) Upon (i) the execution and delivery to the Partnership of this Agreement, as it may be amended, by any Person who is issued any Partnership Interest, (ii) receipt by the Partnership of any Capital Contribution required of such Person made in connection with the issuance of such interest, (iii) consent by all other Partners to such Person being admitted as a Partner and (iv) any other action required by Texas law, such Person shall be admitted as a Limited Partner of the Partnership.

5.4 *Record of Contributions*. The books and records of the Partnership shall include true and full information regarding the amount of cash and cash equivalents and designation and statement of the value of any other property contributed by each Partner to the Partnership.

5.5 *Interest*. No interest shall be paid by the Partnership on Capital Contributions.

5.6 *Loans from Partners*. Loans by a Partner to the Partnership shall not be considered Capital Contributions.

5.7 *Withdrawal or Reduction of Partners Capital Contributions.*

(a) A Partner shall not be entitled to withdraw any part of his Capital Contribution or to receive any distribution from the Partnership, except as otherwise provided in this Agreement.

(b) A Partner shall not receive out of the Partnership's property or other assets any part of his Capital Contributions until all liabilities of the Partnership, except liabilities to Partners on account of their Capital Contributions, have been paid or there remains property or other assets of the Partnership sufficient to pay all such liabilities.

(c) A Partner, irrespective of the nature of his Capital Contributions, has only the right to demand and receive cash in return for his Capital Contribution.

5.8 *Loans to Partnership*. Nothing in this Agreement shall prevent any Partner from making secured or unsecured loans to the Partnership by agreement with the Partnership.

5.9 *No Further Obligation*. Except as expressly provided for in or contemplated by this Article V, no Partner shall have any obligation to provide funds to the Partnership, whether by Capital Contributions, loans, return of monies received pursuant to the terms of this Agreement or Otherwise.

## ARTICLE VI

## INDEMNIFICATION

6.1 *Indemnification*. Each Partnership Representative shall be entitled to Indemnification to the fullest extent permitted by the Texas Act and other applicable provisions of Texas law or any successor statutory provisions, as from time to time amended, from and against any judgments, penalties, including excise and similar taxes, fines, settlements and reasonable expenses actually incurred by the Partnership Representative in connection with any threatened, pending or completed action, suit or proceeding, whether civil criminal, administrative, arbitrative or investigative, and any appeal in such an action, suit or proceeding and any inquiry or investigation that could lead to such action, suit or proceeding, with respect to which such Partnership Representative was, is or is threatened to be made a named defendant or respondent because of the Partnership Representative's status as such (each such Partnership Representative being hereinafter referred to as an "Indemnitee"). Any repeal of this Section 6.1 shall be prospective only, and shall not adversely affect any right of indemnification existing at the time of such repeal or modification or thereafter arising as a result of acts or omissions prior or to the time of such repeal or modification. If any provision or provisions of this Agreement relating to indemnification shall be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby; and, to the fullest extent possible the provisions of this Agreement shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable. Any indemnification pursuant to this Article VI shall be made only out of the assets of the Partnership, it being agreed that the General Partner shall not be personally liable for such indemnification. In no event may an Indemnitee subject any Limited Partner to personal liability by reason of the indemnification provisions of this Agreement.

6.2 *Advancement or Reimbursement of Expenses*. An Indemnitee shall be entitled to advance payment or reimbursement of reasonable expenses incurred by the indemnitee in its capacity as such after the Partnership has received a written affirmation by the Indemnitee of the Indemnitee's good faith belief that the Indemnitee has met the standard of conduct necessary for indemnification under Article XI of Texas Act, and a written undertaking (made in conformance with the requirements of Article XI of the Texas Act) by or on behalf of the Indemnitee to repay the amount paid or reimbursed if it is ultimately determined that the Indemnitee did not meet that standard or it is ultimately determined that indemnification of the Indemnitee against expenses incurred by such Indemnitee in connection with that action, suit or proceeding is prohibited by Section 11.05 of the Texas Act. In addition, the Partnership shall pay or reimburse reasonable expenses incurred by a Partnership Representative in connection with the Partnership Representative's appearance as a witness or other participation in an action, suit or proceeding involving or affecting the Partnership at a time when such Partnership Representative is not a named defendant or respondent in such action, suit or proceeding. Any Indemnification of or advancement of expenses to a Partnership Representative who is a general partner of the Partnership in accordance with Article XI of the Texas Act and this Article VI shall be reported promptly to the Limited Partners, but in no event later than six months after the date that the indemnification or advance occurs,

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6.3 *Nonexclusivity and Survival of Indemnification*. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall not be deemed exclusive of any other rights to which an Indemnitee may be entitled under applicable law, this Agreement, any other agreement or otherwise, both as to action in an official capacity and as to action in any other capacity while an Indemnitee. The provisions of this Article VI shall not be deemed to preclude the indemnification of any Person who is not specified in this Article VI but whom the Partnership has the power or obligation to indemnify under the provisions of the Texas Act or otherwise.

6.4 *Insurance*. To the fullest extent permitted by the Texas Act, the Partnership may purchase and maintain insurance or another arrangement on behalf of any Partnership Representative against any liability asserted against such Partnership Representative and incurred by such Partnership Representative in that capacity or arising out of the Partnership Representative's status in that capacity, regardless of whether the Partnership would have the power to indemnify such Partnership Representative against that liability under the provisions of Article XI of the Texas Act or this Article VI.

## ARTICLE VII

## ALLOCATIONS AND DISTRIBUTIONS

7.1 *Allocations*. Except as may otherwise be unanimously agreed by the Partners, all items of income, gain, loss, deduction, and credit of the Partnership shall be allocated among the Partners in accordance with their Capital Percentages.

7.2 *Distributions.* From time to time the General Partner shall, in its sole discretion, determine to what extent (if any) the Partnership's cash on hand exceeds its current and anticipated needs, including, without limitation, for operating expenses, debt service, acquisitions, and a reasonable contingency reserve, and if such an excess exists, cause the Partnership to distribute to the Partners, in accordance with their Capital Percentages, an amount in cash equal to that excess.

7.3 *Limitation Upon Distributions.* Notwithstanding anything herein to the contrary, no distribution may be made to the Partners if such distribution would violate the terms of Section 6.07 of the Texas Act.

## ARTICLE VIII

## ACCOUNTING PERIOD, RECORDS AND REPORTS

8.1 *Accounting Period.* The Partnership's fiscal year shall be the calendar year ending December 31 or such other period as the General Partner may determine (the "Fiscal Year").

8.2 *Records, Audits and Reports*. At the expense of the Partnership, the General Partner shall maintain records and accounts of all operations and expenditures of the Partnership.

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8.3 *Inspection*. The books and records of the Partnership shall be maintained at the principal place of business of the Partnership and shall be open to inspection by the Partners at all reasonable times during any business day.

## ARTICLE IX

## TAX MATTERS

9.1 *Tax Returns and Elections.* The General Partner or its designees shall cause the preparation and timely filing of all tax returns required to be filed by the Partnership pursuant to the Code, if any, and all other tax returns and other tax filings and elections that the General Partner or its designees deem necessary. Copies of such returns, or pertinent information therefrom, shall be furnished to the Partners as promptly as practicable after filing.

9.2 *State, Local or Foreign Income Taxes*. In the event state or foreign income taxes are applicable, any references to federal income taxes or to "income taxes" contained herein shall refer to federal, state, local and foreign income taxes. References to the Code or Treasury regulations promulgated under the Code shall be deemed to refer to corresponding provisions that may become applicable under state, local or foreign income tax statutes and regulations.

9.3 *Assignments and Issuance of Partnership Interests*. The Partnership shall allocate taxable items attributable to a Partnership Interest that is assigned or issued in connection with a Capital Contribution by a new Partner during a Fiscal Year between the assignor and the assignee of such Partnership Interest or the existing Partners and the new Partners by closing the books of the Partnership as of the end of the day prior to the day in which such Partnership Interest is assigned or issued.

## ARTICLE X

## RESTRICTIONS ON TRANSFERABILITY; ADMISSION OF SUBSTITUTE PARTNERS

10.1 *Generally*. All Partnership Interests at any time and from time to time outstanding shall be held subject to the conditions and restrictions set forth in this Article X, which conditions and restrictions shall apply equally to the Partners and their respective transferees (except as otherwise expressly stated), and each Partner by executing this Agreement agrees with the Partnership and with each other Partner to such conditions and restrictions. Without limiting the generality of the foregoing, the Partnership shall require as a condition to the transfer of record ownership of a Partnership Interest that the transferee of such interest execute and deliver this Agreement as evidence that such interest is held subject to the terms, conditions and restrictions set forth herein.

10.2 *Restriction on Transfer*. No Partnership Interest shall be sold, assigned, given, transferred, exchanged, devised, bequeathed, pledged or otherwise disposed of to any Person except upon the unanimous approval of the Partners and otherwise in accordance with the terms of this Agreement.

10.3 *Substitute Partners*. Any Person that acquires any Partnership Interest that is not already a Partner shall not have the right to participate in the management of the business and affairs of the Partnership, to vote such Partnership Interest, or to become a Partner of the Partnership unless the Partners of the Partnership unanimously consent to such Person becoming a Partner of the Partnership. If such Person is not admitted as a Partner of the Partnership, such Person only is entitled to receive the share of profits, distributions, and allocations of income, gain, loss, deduction, credit, or similar item to which the Person would be entitled if such Person were a Partner of the Partnership.

## ARTICLE XI

## DISSOLUTION AND TERMINATION

11.1 *Dissolution.*

(a) The Partnership shall dissolve upon the occurrence of any of the following events:

(i) the written consent of all Partners:

(ii) an event of withdrawal of the General Partner; or

(iii) as provided in Section 2.5 hereto.

(b) The personal representative (or other successor-in-interest) of a deceased Partner shall, subject to the provisions of Article X, succeed to the deceased Partner's interest in the Partnership. However, such personal representative (or other successor in interest) shall not be entitled to be admitted as a Partner unless the conditions specified in Article X are met.

11.2 *Effect of Dissolution*. Upon the occurrence of any of the events specified in this Article XI effecting the dissolution of the Partnership, the Partnership shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but its separate existence shall continue until a certificate of cancellation has been issued by the Secretary of State of the State of Texas or until a decree dissolving the Partnership has been entered by a court of competent jurisdiction.

11.3 *Winding Up, Liquidating and Distribution of Assets.*

(a) Upon dissolution, an accounting shall be made of the accounts of the Partnership and of the Partnership's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The General Partner shall immediately proceed to wind up the affairs of the Partnership.

(b) If the Partnership is dissolved and its affairs are to be wound up, the General Partner shall (1) sell or otherwise liquidate all of the Partnership's assets as promptly as practicable (except to the extent the General Partner may determine to distribute any assets in kind to the Partners), (2) allocate any income or loss resulting from such sales to the Partners in accordance with this Agreement, (3) discharge all liabilities to creditors in the order of priority as

provided by law, (4) discharge all liabilities of the Partners (other than liabilities to Partners or for Capital Contributions to the extent unpaid in breach of an obligation to do so), including all costs relating to the dissolution, winding up and liquidation and distribution of assets, (5) establish such reserves as the General Partner may determine to be reasonably necessary to provide for contingent liabilities of the Partnership. (6) discharge any liabilities of the Partnership to the Partners other than on account of their interests in Partnership capital or profits and (7) distribute the remaining assets to the Partners, either in cash or in kind, as determined by the General Partner, pro rata according to the Capital Percentage of each. If any assets of the Partnership are to be distributed in kind, the net fair market value of such assets as of the date of dissolution shall be determined by independent appraisal or by agreement of all of the Partners.

(c) Notwithstanding anything to the contrary in this Agreement, upon a liquidation of the Partnership no Partner shall have any obligation to make any contribution to the capital of the Partnership other than any Capital Contributions such Partner agreed to make in accordance with this Agreement.

(d) Upon completion of the winding up, liquidation and distribution of the assets, the Partnership shall be deemed terminated.

(e) The General Partner shall comply with any applicable requirements of applicable law pertaining to the winding up of the affairs of the Partnership and the final distribution of its assets.

11.4 *Certificate of Cancellation*. When all debts, liabilities and obligations have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets have been distributed to the Partners, a certificate of cancellation shall be executed in duplicate, and verified by the person signing the certificate of cancellation and filed with the Secretary of State of the State of Texas, which certificate shall set forth the information required by the Texas Act.

11.5 *Return of Contribution Non-recourse to Other Partners*. Except as provided by law, upon dissolution, each Partner shall look solely to the assets of the Partnership for the return of the Partner's Capital Contribution. If the Partnership property remaining after the payment or discharge of the debts and liabilities of the Partnership is insufficient to return the cash or other property contribution of one or more Partners, such Partner or Partners shall have no recourse against any other Partner.

## ARTICLE XII

## MISCELLANEOUS PROVISIONS

12.1 *Notices*. Any notice, demand or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party or to an executive officer of the party to whom the same is directed or if sent by registered or certified mail, postage and charges prepaid, addressed to the Partner's and/or Partnership's address, as appropriate, which is set forth in this Agreement. If mailed, any such notice shall be deemed to be delivered two calendar days after

being deposited in the United States mail with postage thereon prepaid, addressed and sent as aforesaid.

12.2 *Books of Account and Records*. Proper and complete records and books of account in which shall be entered fully and accurately all transactions and other matters relating to the Partnership's business in such detail and completeness as is customary and usual for businesses of the type engaged in by the Partnership shall be kept or shall be caused to be kept by the Partnership. Such books and records shall be maintained as provided in Section 8.3.

12.3 *Application of Texas Law*. This Agreement, and the application of interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Texas, and specifically the Texas Act.

12.4 *Waiver of Action for Partition*. Each Partner irrevocably waives, during the term of the Partnership, any right that such Partner may have to maintain any action for partition with respect to the property and assets of the Partnership.

12.5 *Execution of Additional Instruments*. Each Partner hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules or regulations.

12.6 *Gender and Number*. Whenever required by the context, as used in this Agreement, the singular number shall include the plural and the neuter shall include the masculine or feminine gender, and vice versa.

12.7 *Headings*. The headings in this Agreement are inserted for convenience only and are in no way intended to desirable, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

12.8 *Waivers*. No waiver of any right under this Agreement shall be effective unless evidenced in writing and executed by the Person entitled to the benefits thereof. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent another act or omission, which would have originally constituted a violation, from having the effect of an original violation.

12.9 *Rights and Remedies Cumulative*. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any shall not preclude or waive the right to use any or all other rights or remedies, Said rights and remedies are given in addition to any other rights the parties may have by law, rule, regulation or otherwise.

12.10 *Severability*. If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

12.11 *Heirs, Successors and Assigns*. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and insure to the benefit of the parties

hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

12.12 *Creditors*. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Partnership of any creditor of any Partner of the Partnership.

12.13 *Counterparts*. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

12.14 *Amendment*. Except as otherwise expressly provided herein (including, without limitation, section 33(g)),. this Agreement may not be modified or amended without the written consent of all Partners.

12.15 *Merger*. Pursuant to an agreement of merger or consolidation, the Partnership may merge or consolidate with or into one or more Entities. In connection with such merger or consolidation, rights or securities, of, or interests in, the Partnership or any Entity which is a constituent party to the merger or consolidation may be exchanged for or converted into cash, property, rights or securities of, or interests in, the surviving or resulting Entity or any other Entity. The General Partner, without the necessity of further approval of a Limited Partner, shall have the power to authorize, on behalf of the Partnership, a plan of merger or consolidation by and among the Partnership and one or more Entities.

12.16 *UCC; Article 8*. The Partnership hereby irrevocably elects that all partnership interests in the Partnership shall be securities governed by Article 8 of the Uniform Commercial Code of Texas and may be represented by certificates. Each certificate evidencing partnership interests in the Partnership shall bear the following legend: "This certificate evidences an interest in Texas Genco, LP and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend. All certificates for membership interests shall designate such interest as a percentage interest as set forth in Section 5.1 of this Agreement.

EXECUTED to be effective as of the date first above written.

GENERAL PARTNER:

TEXAS GENCO GP, LLC

By: /s/ Illegible
Name:
Title:

LIMITED PARTNER:

TEXAS GENCO LP, LLC

By: _____
Name:
Title

**Exhibit 3.151**

**CERTIFICATE OF FORMATION**
**OF**
**NRG TEXAS C&I SUPPLY LLC**

1. Name: The name of the limited liability company is NRG Texas C&I Supply LLC.

2. Registered Office: The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

3. Organizer: The name and address of the sole organizer of the limited liability company is Lynne Przychodzki, NRG Energy, Inc., 211 Carnegie Center, Princeton, NJ 08540.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of NRG Texas C&I Supply LLC this 29th day of March, 2009.

/s/ Lynne Przychodzki
Lynne Przychodzki
Authorized Person

**Exhibit 3.152**

**LIMITED LIABILITY COMPANY AGREEMENT**
**OF**
**NRG TEXAS C&I SUPPLY LLC**
**a Delaware Limited Liability Company**

THIS LIMITED LIABILITY COMPANY AGREEMENT (this **"Agreement")** of NRG TEXAS C&I SUPPLY LLC (the **"Company"),** dated as of March 27, 2009 is adopted by, and executed and agreed to, for good and valuable consideration, by the Sole Member of the Company, NRG Energy, Inc. a Delaware corporation.

**ARTICLE I**
**DEFINITIONS**

1.1 *Definitions.* As used in this Agreement, the following terms have the following meanings:

"Act" means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

"Agreement" has the meaning given that term in the introductory paragraph.

"Capital Contribution" means the aggregate contribution by a Member to the capital of the Company.

"Certificate" has the meaning given that term in Section 2.1.

"Company" means NRG Texas C&I Supply LLC, a Delaware limited liability company.

"Dispose," "Disposed," "Disposing" or "Disposition" means a sale, assignment, transfer, exchange, mortgage, pledge, grant of a security interest or other disposition or encumbrance (including, without limitation, by operation of law) or the acts thereof.

"Incapacity" or "Incapacitated" means (a) with respect to a natural person, the bankruptcy, death, incompetency or insanity of such person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

"Majority Members" means Members holding a majority of the Units owned by all Members or if there is only one Member, such Member.

"Member" means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

"Person" means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

"Proceeding" has the meaning given such term in Section 5.1.

"Units" means the units of each Member representing such Member's interest in the income, gains, losses, deductions and expenses of the Company as set forth on Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2 *Construction*. Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references. to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

## ARTICLE II
## ORGANIZATION

2.1 *Formation*. The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the "**Certificate**") under and pursuant to the Act.

2.2 *Name*. The name of the Company is "NRG Texas C&I Supply LLC" and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3 *Registered Office; Registered Agent; Principal Office; Other Offices*. The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4 *Purposes*. The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5 *Foreign Qualification*. Prior to the Company's conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6 *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7 *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8 *Unit Certificates.* The number of authorized Units shall initially be one thousand (1,000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, shall be recorded in a register thereof maintained by the Company, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine.

## ARTICLE III
## MEMBERS, UNITS AND DISTRIBUTIONS

3.1 *Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2 *Liability of Members.* Except as otherwise required by applicable law and as explicitly set forth in this Agreement, no Member shall have any personal liability whatsoever in its capacity as a Member, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company, and therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein. To the extent that, at law or in equity, a Member or other Person has duties (including

fiduciary duties) and liabilities relating thereto to the Company or another Person, such Member or other Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement.

3.3 *Member Units.* Each Member's interest in the Company, including such Member's interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4 *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5 *Distributions.* Subject to the provision of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

## ARTICLE IV
## MANAGEMENT

4.1 *Management by the Members.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Majority Members, and the Majority Members shall make all decisions and take all actions for the Company.

4.2 *Actions by Members; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Majority Members shall act through (i) meetings and written consents pursuant to Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles (including, without limitation, chairman, chief executive officer, president, vice president, secretary, assistant secretary, treasurer and assistant treasurer)

to any such Persons and delegate to such other individuals certain authority and duties. Any number of titles may be held by the same individual. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3 *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Majority Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4 *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5 *Conflicts of Interest.* Each Member and officer of the Company at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation to offer to the Company or any other Member or officer the right to participate therein. The Company may transact business with any Member, officer or affiliate thereof *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6 *Officers.*

(a) The Majority Members may, from time to time, designate one or more persons to be officers of the Company. No officer need be a resident of the State of Delaware, or

a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

## ARTICLE V
## INDEMNIFICATION

5.1 *Exculpation.* Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, none of the Members, managers, or any other officers, directors, stockholders, partners, employees, affiliates, representatives, or agents of any of the foregoing, nor any officer, employee, representative or agent of the Company (individually, a "Covered Person" and collectively, the "Covered Persons") shall be liable to the Company or any other person bound by this Agreement for any act or omission (in relation to the Company, its property or the conduct of its business or affairs, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted by a Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

5.2 *Indemnification.* To the fullest extent permitted by law, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative ("Claims"), in which the Covered Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Section 5.2 with respect to (i) any Claim with respect to which such Covered Person has engaged in fraud, willful misconduct, bad faith or gross negligence or (ii) any Claim initiated by such Covered Person unless such Claim (or part thereof) (A) was brought to enforce such Covered Person's rights to indemnification hereunder or (B) was authorized or consented to by the Board. Expenses incurred by a Covered

Person in defending any Claim shall be paid by the Company in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Section 5.2.

5.3 *Amendments.* Any repeal or modification of this Article V by the Members shall not adversely affect any rights of such Covered Person pursuant to this Article V, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

**ARTICLE VI**
**TAXES AND BOOKS**

6.1 *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2 *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

**ARTICLE VII**
**TRANSFERS**

7.1 *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member's Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2 *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7.3 *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4 *Effect of Assignment.*

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5 *Effect of Incapacity.* Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

## ARTICLE VIII
## DISSOLUTION, LIQUIDATION AND TERMINATION

8.1 *Dissolution.* The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

(a) the written consent of the Majority Members; and

(b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or

(c) on the date set forth in the Certificate.

8.2 *Liquidation and Termination.* On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

(a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and

(b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3 *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

## ARTICLE IX
## GENERAL PROVISIONS

9.1 *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested or by delivering that writing to the recipient in person, by courier, or by facsimile transmission; and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it. All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

9.2 *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3 *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not

constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4 *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5 *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6 *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7 *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

* * * * * *

IN WITNESS WHEREOF, the sole Member has executed this Agreement as of the date first set forth above.

SOLE MEMBER:

**NRG Energy, Inc.**
Its: Sole Member

By: /s/ Christopher Sotos
Name: Christopher Sotos
Title: Vice President & Treasurer

***SCHEDULE A***

| MEMBERS | UNITS |
|---|---|
| NRG Energy, Inc. | 1,000 |
| TOTAL | 1,000 |

**Exhibit 3.153**

***Delaware***
*The first State*

*I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "NRG TEXAS HOLDING INC. " AS RECEIVED AND FILED IN THIS OFFICE.*

*THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:*

*CERTIFICATE OF INCORPORATION, FILED THE TWENTY-SEVENTH DAY OF APRIL, A.D. 2009, AT 3:57 O'CLOCK P.M.*

*AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID CORPORATION, "NRG TEXAS HOLDING INC.".*

/s/ Jeffrey W. Bullock
Jeffrey W. Bullock, Secretary of State

*4680865 8100H*

*AUTHENTICATION: 8004611*

*100538135*

*DATE: 05-19-10*

*You may verify this certificate online at corp.delaware.gov/authver.shtml*

*State of Delaware*
*Secretary of State*
*Division of Corporations*
*Delivered 04:02 PM 04/27/2009*
*FILED 03:57 PM 04/27/2009*
*SRV 090401616 - 4680865 FILE*

**STATE *of* DELAWARE**
**CERTIFICATE *of* INCORPORATION**
***A* STOCK CORPORATION**

- **First:** The name of this Corporation is NRG Texas Holding Inc..

- **Second:** Its registered office in the State of Delaware is to be located at 1209 Orange Street, in the City of Wilmington County of New Castle Zip Code 19801. The registered agent in charge thereof is The Corporation Trust Company.

  **Third:** The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

- **Fourth:** The amount of the total stock of this corporation is authorized to issue is 100 shares (number of authorized shares) with a par value of 1.0000000000 per share.

- **Fifth:** The name and mailing address of the incorporator are as follows:

  Name Lynne Przychodzki
  Mailing Address 211 Carnegie Center Princeton, NJ Zip Code 8540

- **I, The Undersigned,** for the purpose of forming a corporation under the laws of the State of Delaware, do make, file and record this Certificate, and do certify that the facts herein stated are true, and I have accordingly hereunto set my hand this 27th day of April, A.D. 2009.

BY: /s/ Lynne Przychodzki
(Incorporator)

NAME: Lynne Przychodzki
(type or print)

**Exhibit 3.154**

**BYLAWS**
**OF**
**NRG TEXAS HOLDING INC.**

ARTICLE I

Stockholders

Section 1.1. Annual Meetings. An annual meeting of stockholders shall be held for the election of directors at such date, time and place, either within or without the State of Delaware, as may be designated by resolution of the Board of Directors from time to time. Any other proper business may be transacted at the annual meeting.

Section 1.2. Special Meetings. Special meetings of stockholders for any purpose or purposes may be called at any time by the Board of Directors, or by a committee of the Board of Directors which has been duly designated by the Board of Directors and whose powers and authority, as expressly provided in a resolution of the Board of Directors, include the power to call such meetings, but such special meetings may not be called by any other person or persons.

Section 1.3. Notice of Meetings. Whenever stockholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which shall state the place, date and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided by law, the certificate of incorporation or these bylaws, the written notice of any meeting shall be given not less than ten nor more than sixty days before the date of the meeting to each stockholder entitled to vote at such meeting. If mailed, such notice shall be deemed to be given when deposited in the mail, postage prepaid, directed to the stockholder at his, her or its address as it appears on the records of the corporation.

Section 1.4. Adjournments. Any meeting of stockholders, annual or special, may adjourn from time to time to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 1.5. Quorum. Except as otherwise provided by law, the certificate of incorporation or these bylaws, at each meeting of stockholders the presence in person or by proxy of the holders of shares of stock having a majority of the votes which could be cast by the holders of all outstanding shares of stock entitled to vote at the meeting shall be necessary and sufficient to constitute a quorum. In the absence of a quorum, the stockholders so present may, by majority vote, adjourn the meeting from time to time in the manner provided in Section 1.4 of these bylaws until a quorum shall attend. Shares of its own stock belonging to the corporation or to another corporation, if a majority of the shares entitled to vote in the election of directors of such other corporation is held, directly or indirectly, by the corporation, shall neither be entitled to vote nor be counted for quorum purposes; provided, however, that the foregoing shall not limit the right of the corporation to vote stock, including but not limited to its own stock, held by it in a fiduciary capacity.

Section 1.6. Organization. Meetings of stockholders shall be presided over by the Chairman of the Board, if any, or in his or her absence by the Vice Chairman of the Board, if any, or in his or her absence by the President, or in his or her absence by a Vice President, or in the absence of the foregoing persons by a chairman designated by the Board of Directors, or in the absence of such designation by a chairman chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his or her absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 1.7. Voting; Proxies. Except as otherwise provided by the certificate of incorporation, each stockholder entitled to vote at any meeting of stockholders shall be entitled to one vote for each share of stock held by him, her or it which has voting power upon the matter in question. Each stockholder entitled to vote at a meeting of stockholders may authorize another person or persons to act for him, her or it by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by filing an instrument in writing revoking the proxy or another duly executed proxy bearing a later date with the Secretary of the corporation. Voting at meetings of stockholders need not be by written ballot and need not be conducted by inspectors of election unless so determined by the holders of shares of stock having a majority of the votes which could be cast by the holders of all outstanding shares of stock entitled to vote thereon which are present in person or by proxy at such meeting. At all meetings of stockholders for

the election of directors, a plurality of the votes cast shall be sufficient to elect. All other elections and questions shall, unless otherwise provided by law, the certificate of incorporation or these bylaws, be decided by the vote of the holders of shares of stock having a majority of the votes which could be cast by the holders of all shares of stock entitled to vote thereon which are present in person or represented by proxy at the meeting.

Section 1.8. Fixing Date for Determination of Stockholders of Record. In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors and which record date: (1) in the case of determination of stockholders entitled to vote at any meeting of stockholders or adjournment thereof, shall, unless otherwise required by law, not be more than sixty nor less than ten days before the date of such meeting; (2) in the case of determination of stockholders entitled to express consent to corporate action in writing without a meeting, shall not be more than ten days from the date upon which the resolution fixing the record date is adopted by the Board of Directors and (3) in the case of any other action, shall not be more than sixty days prior to such other action. If no record date is fixed: (1) the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; (2) the record date for determining stockholders entitled to express consent to corporate action in writing without a meeting when no prior action of the Board of Directors is required by law, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the corporation in accordance with applicable law, or, if prior action by the Board of Directors is required by law, shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action and (3) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however that the Board of Directors may fix a new record date for the adjourned meeting.

Section 1.9. List of Stockholders Entitled to Vote. The Secretary shall prepare and make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof and may be inspected by any stockholder who is present. Upon the willful neglect or refusal of the directors to produce such a list at any meeting for the election of directors, they shall be ineligible for election to any office at such meeting. The stock ledger shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list of stockholders or the books of the corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 1.10. Action By Consent of Stockholders. Unless otherwise restricted by the certificate of incorporation, any action required or permitted to be taken at any annual or special meeting of the stockholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

## ARTICLE II

## Board of Directors

Section 2.1. Number; Qualifications. The Board of Directors shall consist of one or more members, the number thereof to be determined from time to time by resolution of the Board of Directors. Directors need not be stockholders.

Section 2.2. Election; Resignation; Removal; Vacancies. The Board of Directors shall initially consist of the persons named as directors in the certificate of incorporation, or a subsequent action of the incorporator, and each director so elected shall hold office until the first annual meeting of stockholders or until his or her successor is elected and qualified. At the first annual meeting of stockholders and at

each annual meeting thereafter, the stockholders shall elect directors, each of whom shall hold office for a term of one year or until his or her successor is elected and qualified. Any director may resign at any time upon written notice to the corporation. Any newly created directorship or any vacancy occurring in the Board of Directors for any cause may be filled by a majority of the remaining members of the Board of Directors, although such majority is less than a quorum, or by a plurality of the votes cast at a meeting of stockholders, and each director so elected shall hold office until the expiration of the term of office of the director whom he or she has replaced or until his or her successor is elected and qualified.

Section 2.3. Regular Meetings. Regular meetings of the Board of Directors may be held at such places within or without the State of Delaware and at such times as the Board of Directors may from time to time determine, and if so determined, notices thereof need not be given.

Section 2.4. Special Meetings. Special meetings of the Board of Directors may be held at any time or place within or without the State of Delaware whenever called by the President, any Vice President, the Secretary, or by any member of the Board of Directors. Notice of a special meeting of the Board of Directors shall be given by the person or persons calling the meeting at least twenty-four hours before the special meeting.

Section 2.5. Telephonic Meetings Permitted. Members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting thereof by means of conference telephone or similar communications equipment in which all persons participating in the meeting can hear each other, and participation in the meeting pursuant to this bylaw shall constitute presence in person at such meeting.

Section 2.6. Quorum; Vote Required for Action. At all meetings of the Board of Directors a majority of the whole Board of Directors shall constitute a quorum for the transaction of business. Except in cases in which the certificate of incorporation or these bylaws otherwise provide, the vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 2.7. Organization. Meetings of the Board of Directors shall be presided over by the Chairman of the Board, if any, or in his or her absence by the Vice Chairman of the Board, if any, or in his or her absence by the President, or in their absence by a chairman chosen at the meeting. The Secretary shall act as secretary of

the meeting, but in his or her absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 2.8. Informal Action by Directors. Unless otherwise restricted by the certificate of incorporation or these bylaws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board of Directors or such committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or such committee.

## ARTICLE III

## Committees

Section 3.1. Committees. The Board of Directors may, by resolution passed by a majority of the whole Board of Directors, designate one or more committees, each committee to consist of one or more of the directors of the corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of the committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he, she or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of any such absent or disqualified member. Any such committee, to the extent permitted by law and to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation (if any) to be affixed to all papers which may require it.

Section 3.2. Committee Rules. Unless the Board of Directors otherwise provides, each committee designated by the Board of Directors may make, alter and repeal rules for the conduct of its business. In the absence of such rules each committee shall conduct its business in the same manner as the Board of Directors conducts its business pursuant to Article III of these bylaws.

## ARTICLE IV

## Officers

Section 4.1. Executive Officers; Election; Qualifications; Term of Office; Resignation; Removal; Vacancies. The Board of Directors shall elect a President and Secretary, and it may, if it so determines, choose a Chairman of the Board and a Vice Chairman of the Board from among its members. The Board of Directors may also choose one or more Vice Presidents, one or more Assistant Secretaries, a Treasurer and one or more Assistant Treasurers. Each such officer shall hold office until the first meeting of the Board of Directors after the annual meeting of stockholders next succeeding his or her election, and until his or her successor is elected and qualified or until his or her earlier resignation or removal. Any officer may resign at any time upon written notice to the corporation. The Board of Directors may remove any officer with or without cause at any time, but such removal shall be without prejudice to the contractual rights of such officer, if any, with the corporation. Any number of offices may be held by the same person. Any vacancy occurring in any office of the corporation by death, resignation, removal or otherwise may be filled for the unexpired portion of the term by the Board of Directors at any regular or special meeting.

Section 4.2. Powers and Duties of Executive Officers. The officers of the corporation shall have such powers and duties in the management of the corporation as may be prescribed by the Board of Directors and, to the extent not so provided, as generally pertain to their respective offices, subject to the control of the Board of Directors. The Board of Directors may require any officer, agent or employee to give security for the faithful performance of his or her duties.

## ARTICLE V

## Stock

Section 5.1. Certificates. Every holder of stock shall be entitled to have a certificate signed by or in the name of the corporation by the Chairman or a Vice Chairman of the Board of Directors, if any, or the President or a Vice President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary, of the corporation, certifying the number of shares owned by him, her or it in the corporation. Any of or all the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if he or she were such officer, transfer agent or registrar at the date of issue.

Section 5.2. Lost, Stolen or Destroyed Stock Certificates; Issuance of New Certificates. The corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the corporation may require the owner of the lost, stolen or destroyed certificate, or his, her or its legal representative, to give the corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

## ARTICLE VI

## Indemnification

Section 6.1. Right to Indemnification. The corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "proceeding") by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, enterprise or non-profit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses reasonably incurred by such person. The corporation shall be required to indemnify a person in connection with a proceeding initiated by such person only if the proceeding was authorized by the Board of Directors of the corporation.

Section 6.2. Repayment of Expenses. The corporation shall pay the expenses incurred in defending any proceeding in advance of its final disposition; provided, however, that the payment of expenses incurred by a director or officer in advance of the final disposition of the proceeding shall be made only upon receipt of an undertaking by the director or officer to repay all amounts advanced if it should be ultimately determined that the director or officer is not entitled to be indemnified under this Article or otherwise.

Section 6.3. Claims. If a claim for indemnification or payment of expenses under this Article is not paid in full within sixty days after a written claim therefor has been received by the corporation the claimant may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the corporation shall have

the burden of proving that the claimant was not entitled to the requested indemnification or payment of expenses under applicable law.

Section 6.4. Non-Exclusivity of Rights. The rights conferred on any person by this Article VI shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, provision of the certificate or incorporation, these bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

Section 6.5. Other Indemnification. The corporation's obligation, if any, to indemnify any person who was or is serving at its request as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, enterprise or non-profit entity shall be reduced by any amount such person may collect as indemnification from such other corporation, partnership, joint venture, trust, enterprise or non-profit entity.

Section 6.6. Amendment or Repeal. Any repeal or modification of the foregoing provisions of this Article VI shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification.

## ARTICLE VII

## Miscellaneous

Section 7.1. Fiscal Year. The fiscal year of the corporation shall be determined by resolution of the Board of Directors.

Section 7.2. Seal. The Board of Directors shall determine whether or not the corporation shall have a corporate seal. The corporate seal (if any) shall have the name of the corporation inscribed thereon and shall be in such form as may be approved from time to time by the Board of Directors.

Section 7.3. Waiver of Notice of Meetings of Stockholders, Directors and Committees. Any written waiver of notice, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of

any regular or special meeting of the stockholders, directors, or members of a committee of directors need be specified in any written waiver of notice.

Section 7.4. Interested Directors; Quorum. No contract or transaction between the corporation and one or more of its directors or officers, or between the corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his, her or their votes are counted for such purpose, if: (1) the material facts as to his, her or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (2) the material facts as to his, her or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders or (3) the contract or transaction is fair as to the corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof, or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction. Nothing in this Section 7.4 shall be construed to imply that any contract or transaction between the corporation and Northern States Power Company ("NSP"), or between the corporation and any other corporation that is a direct or indirect wholly-owned subsidiary of NSP, shall be void or voidable, whether or not such contract or transaction complies with the requirements of clauses (1), (2) or (3) of the immediately preceding sentence.

Section 7.5. Form of Records. Any records maintained by the corporation in the regular course of its business, including its stock ledger, books of account and minute books, may be kept on, or be in the form of, punch cards, magnetic tape, photographs, microphotographs or any other information storage device, provided that the records so kept can be converted into clearly legible form within a reasonable time. The corporation shall so convert any records so kept upon the request of any person entitled to inspect the same.

Section 7.6. Amendment of Bylaws. These bylaws may be altered or repealed, and new bylaws made, by the Board of Directors, but the stockholders may make

additional bylaws and may alter and repeal any bylaws whether adopted by them or otherwise.

**Exhibit 3.155**

*State of Delaware*
*Secretary of State*
*Division of Corporations*
*Delivered 01:58 PM 11/24/2004*
*FILED 01:58 PM 11/24/2004*
*SRV 040849804 - 3830441 FILE*

**AMENDED AND RESTATED CERTIFICATE OF FORMATION**

**OF**

**GC POWER ACQUISITION LLC**

This Amended and Restated Certificate of Formation of GC Power Acquisition LLC (the "LLC"), dated as of November 24, 2004, has been duly executed and is being filed by the undersigned, as an authorized person in accordance with the provisions of 6 Del. C. § 18-208, to amend and restate the original Certificate of Formation of the LLC which was filed on July 19, 2004, with the Secretary of State of the State of Delaware (the "Certificate"), to form a limited liability company under the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.)

The Certificate is hereby amended and restated in its entirety to read as follows:

1. The name of the limited liability company continued hereby is Texas Genco LLC.

2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware, 19801. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Certificate of Formation as of the date first written above.

/s/ Michael MacDoogall
Michael MacDoogall
Manager

*State of Delaware*
*Secretary of State*
*Division of Corporations*
*Delivered 05:24 PM 03/01/2006*
*FILED 05:10 PM 03/01/2006*
*SRV 060204944 - 3830441 FILE*

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT

1. Name of Limited Liability Company: Texas Genco LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows: The name of the limited liability company continued hereby is NRG Texas LLC.

3. This certificate of amendment shall be effective March 15, 2006.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on the 1st day of March, 2006.

Texas Genco LLC

By: /s/ Steven Winn
Name: Steven Winn
Title: President – NRG Texas

**Exhibit 3.156**

***Execution Copy***

**THIRD AMENDED AND RESTATED**

**LIMITED LIABILITY COMPANY AGREEMENT**

**OF**

**NRG TEXAS LLC**

**A Delaware Limited Liability Company**

**Dated as of April 30, 2006**

THIRD AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement"), effective 11:59 p.m., Houston, Texas time on April 30, 2006 (the "Effective Time"), of NRG TEXAS LLC, a Delaware limited liability company (the "Company"), by and among each person listed as a Member on Schedule A attached hereto as of the date hereof (each, a "Member" and, collectively, the "Members") and each Person subsequently admitted as a member of the Company in accordance with the terms hereof.

**RECITAL**

WHEREAS, on July 19, 2004, the Members formed the Company in accordance with the provisions of the Delaware Limited Liability Company Act and any successor statute, as amended from time to time (the "Act"), and entered into a written agreement pursuant to the Act governing the affairs of the Company and the conduct of its business (as subsequently amended and restated, the "Prior Agreement");

WHEREAS, Effective 12:58 p.m., Eastern time, April 30, 2006, NRG Blocker I LP, NRG Blocker II LP, NRG Blocker III Inc., NRG Blocker IV Inc., NRG Blocker V Inc. and NRG Blocker VI Inc. merged with and into NRG Blocker VII, with NRG Blocker VII Inc. surviving and continuing as a Member of the Company;

WHEREAS, the Members have agreed that the Company shall make a distribution (the "Initial Distribution") to each of its Members pursuant to the terms of the Distribution Agreement (the "Distribution Agreement") substantially in the form attached hereto as Schedule C; and

WHEREAS, the Members desire to amend and restate the Prior Agreement to read in its entirety as set forth herein.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, as of the Effective Time, the parties hereto hereby amend and restate the Prior Agreement in its entirety and hereby agree as follows:

## ARTICLE I
## DEFINITIONS

1.1 *Definitions*. Capitalized terms used and not otherwise defined herein shall have the following meanings:

"Act" means the Delaware Limited Liability Company Act, as amended from time to time (or any corresponding provisions of succeeding law).

"Adjusted Capital Account Deficit" means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant Allocation Year, after giving effect to the following adjustments:

(i) Credit to such Capital Account any amounts that such Member is deemed to be obligated to restore pursuant to the penultimate sentences in Treas. Regs. §1.704-2(g)(l) and 1.704-2(i)(5), and

(ii) Debit to such Capital Account the items described in Treas. Regs. §1.704-1 (b)(ii)(2)(d)(4), 1.704-l(b)(2)(ii)(d)(5) and 1.704-1 (b)(2)(ii)(d)(6).

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Treas. Reg. §1.704-l(b)(2)(ii)(d) and shall be interpreted consistently therewith.

"Allocation Year" means (i) the period commencing on the May 1, 2006 and ending on December 31, 2006, (ii) any subsequent twelve (12) month period commencing on January 1 and ending on December 31, or (iii) any portion of the period described in clauses (i) or (ii) for which the Company is required to allocate Profits, Losses, and other items of Company income, gain, loss, or deduction pursuant to Article V hereof.

"Capital Account" means, with respect to any Member, the Capital Account maintained for such Member in accordance with the following provisions:

(i) To each Member's Capital Account there shall be credited (A) such Member's Capital Contributions, (B) such Member's distributive share of Profits and any items in the nature of income or gain that are specially allocated pursuant to Section 5.3 or Section 5.4 hereof, and (C) the amount of any Company liabilities assumed by such Member or that are secured by any Property distributed to such Member. The principal amount of a promissory note that is not readily traded on an established securities market and that is contributed to the Company by the maker of the note (or a Member related to the maker of the note within the meaning of Treas. Reg. §1.704-l(b)(2)(ii)(c)) shall not be included in the Capital Account of any Member until the Company makes a taxable disposition of the note or until (and to the extent) principal payments are made on the note, all in accordance with Treas. Reg. §1.704-1(b)(2)(iv)(d)(2),

(ii) To each Member's Capital Account there shall be debited (A) the amount of money and the Gross Asset Value of any Property distributed to such Member pursuant to any provision of this Agreement, (B) such Member's distributive share of Losses and any items in the nature of expenses or losses that are specially allocated pursuant to Section 5.3 or Section 5.4 hereof, and (C) the amount of any liabilities of such Member assumed by the Company or that are secured by any Property contributed by such Member to the Company,

(iii) In the event Common Interests are transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred Common Interests, and

(iv) In determining the amount of any liability for purposes of subparagraphs (i) and (ii) above there shall be taken into account Section 752(c) of the Code and any other applicable provisions of the Code and the regulations promulgated thereunder.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treas. Reg. §1.704-l(b), and shall be interpreted and applied in a manner consistent with such regulations. In the event the Board shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities that are secured by contributed or distributed property or that are assumed by the Company or any Members), the Board may make such modification, provided that it is not likely to have a material effect on the amounts distributed to any Person pursuant to Article VIII hereof upon the dissolution of the Company. The Board also shall (i) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Members and the amount of capital reflected on the Company's balance sheet, as computed for book purposes, in accordance with Treas. Reg. §1.704-l(b)(2)(iv)(q) and (ii) make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Treas. Reg. § 1.704-1 (b).

"Capital Contributions" has the meaning set forth in Section 6.2.

"Common Interests" has the meaning set forth in Section 6.1.

"Company Minimum Gain" has the same meaning as the term "partnership minimum gain" in Treas. Regs. § 1.704-2(b)(2) and 1.704-2(d).

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Depreciation" means, for each Allocation Year, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such Allocation Year, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Allocation Year, Depreciation shall be an amount that bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Allocation Year bears to such beginning adjusted tax basis, provided, however, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Allocation Year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Board.

"Gross Asset Value" Gross Asset Value" means with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(i) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the Board;

(ii) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values (taking Section 770l(g) of the Code into account), as determined by the Board, as of the following times: (A) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution; (B) the distribution by the Company to a Member of more than a de minimis amount of Company property as consideration for an interest in the Company; and (C) the liquidation of the Company within the meaning of Treas. Reg. §1.704-l(b)(2)(ii)(g), provided that an adjustment described in clauses (A) and (B) of this paragraph shall be made only if the Board reasonably determines that such adjustment is necessary to reflect the relative economic interests of the Members in the Company

(iii) The Gross Asset Value of any item of Company assets distributed to any Member shall be adjusted to equal the gross fair market value (taking Section 7701 (g) of the Code into account) of such asset on the date of distribution as determined by the Board; and

(iv) The Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Sections 734(b) or 743(b) of the Code, but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Treas. Reg. §1.704-l(b)(2)(iv)(m) and subparagraph (vi) of the definition of "Profits" and "Losses" or Section 5.3(g) hereof, provided, however, that Gross Asset Values shall not be adjusted pursuant to this subparagraph (iv) to the extent that an adjustment pursuant to subparagraph (ii) is required in connection with a transaction that would otherwise result in an adjustment pursuant to this subparagraph (iv).

(v) If the Gross Asset Value of an asset has been determined or adjusted pursuant to subparagraph (i), (ii), or (iv), such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset, for purposes of computing Profits and Losses.

"Member Nonrecourse Debt" has the same meaning as the term "partner nonrecourse debt" in Treas. Reg. §1.704-2(b)(4).

"Member Nonrecourse Debt Minimum Gain" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Treas. Reg. §1.704-2(i)(3).

"Member Nonrecourse Deductions" has the same meaning as the term "partner nonrecourse deductions" in Treas. Regs. §1.704-2(i)(l) and 1.704-2(i)(2).

"Net Cash Flow" means the gross cash proceeds of the Company less the portion thereof used to pay or establish reserves for all Company expenses, debt payments, capital improvements, replacements, and contingencies, all as determined by the Management Committee. "Net Cash Flow" shall not be reduced by depreciation, amortization, cost recovery deductions, or similar allowances, but shall be increased by any reductions of reserves previously established pursuant to the first sentence of this definition.

""Nonrecourse Deductions" has the meaning set forth in Treas. Regs. §1.704-2(b)(l) and 1.704-2(c).

"Nonrecourse Liability" has the meaning set forth in Treas. Reg. §1.704-2(b)(3).

"Other Property" has the meaning set forth in Treas. Reg. §1.751-1 (e).

"Profits" and "Losses" mean, for each Allocation Year, an amount equal to the Company's taxable income or loss for such Allocation Year, determined in accordance with Section 703 (a) of the Code (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Section 703(a)(l) of the Code shall be included in taxable income or loss), with the following adjustments (without duplication):

(i) Any income of the Company that is exempt from federal income tax and riot otherwise taken into account in computing Profits or Losses pursuant to this definition of "Profits" and "Losses" shall be added to such taxable income or loss;

(ii) Any expenditures of the Company described in Section 705(a)(2)(B) of the Code or treated as Section 705(a)(2)(B) of the Code expenditures pursuant to Treas. Reg. §1.704-l(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this definition of "Profits" and "Losses," shall be subtracted from such taxable income or loss;

(iii) In the event the Gross Asset Value of any Company asset is adjusted pursuant to subparagraphs (ii) or (iii) of the definition of "Gross Asset Value," the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the Gross Asset Value of the asset) or an item of loss (if the adjustment decreases the Gross Asset Value of the asset) from the disposition of such asset and shall be taken into account for purposes of computing Profits or Losses;

(iv) Gain or loss resulting from any disposition of Property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the Property disposed of, notwithstanding that the adjusted tax basis of such Property differs from its Gross Asset Value;

(v) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Allocation Year, computed in accordance with the definition of Depreciation;

(vi) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Section 734(b) of the Code is required, pursuant to Treas. Reg. § 1.704-(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Member's interest in the Company, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) from the disposition of such asset and shall be taken into account for purposes of computing Profits or Losses; and

(vii) Notwithstanding any other provision of this definition, any items that are specially allocated pursuant to Section 5.3 or Section 5.4 hereof shall not be taken into account in computing Profits or Losses.

The amounts of the items of Company income, gain, loss, or deduction available to be specially allocated pursuant to Sections 5.3 and 5.4 hereof shall be determined by applying rules analogous to those set forth in subparagraphs (i) through (vi) above.

"Property" means all real and personal property acquired by the Company, including cash, and any improvements thereto, and shall include both tangible and intangible property.

"Regulatory Allocations" has the meaning set forth in Section 5.4.

"Section 751 Property" has the meaning set forth in Treas. Reg. §1.751-1(e).

"Treas. Reg." means the Income Tax Regulations, including Temporary Regulations, promulgated under the Code, as such regulations are amended from time to time.

## ARTICLE II
## THE LIMITED LIABILITY COMPANY

2.1 *Formation*. The Members have previously formed the Company as a limited liability company pursuant to the provisions of the Act. A certificate of formation for the Company as described in Section 18-201 of the Act (the "Certificate of Formation") has been filed in the Office of the Secretary of State of the State of Delaware in conformity with the Act (such filing being hereby ratified and confirmed in all respects).

2.2 *Name*. The name of the Company shall be "NRG Texas LLC" and its business shall be carried on in such name with such variations and changes as the

Board (as hereinafter defined) shall determine or deem necessary to comply with requirements of the jurisdictions in which the Company's operations are conducted.

2.3 *Business Purpose; Powers.* The Company is formed and hereby continued for the purpose of engaging in any lawful business, purpose or activity for which limited liability companies may be formed under the Act. The Company shall possess and may exercise all the powers and privileges granted by the Act or by any other law or by this Agreement, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business purposes or activities of the Company.

2.4 *Registered Office and Agent.* The Company shall maintain a registered office in the State of Delaware at, and the name and address of the Company's registered agent in the State of Delaware is, Corporation Trust Company, Corporation Trust Center 1209 Orange Street, City of Wilmington, County of New Castle.

2.5 *Term.* Subject to the provisions of Article VII below, the Company shall have perpetual existence.

## ARTICLE III
## THE MEMBER

3.1 *The Members.* The name and address of each Member is set forth on Schedule A attached hereto.

3.2 *Actions by the Members; Meetings.* The Members may approve a matter or take any action at a meeting or without a meeting by unanimous written consent of the Members. Meetings of the Members may be called at any time by the Members holding a majority of the Common Interests (as defined below).

3.3 *Liability of the Members.* All debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Members shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member.

3.4 *Power to Bind the Company.* No Member (acting in its capacity as such) shall have the authority to bind the Company to any third party with respect to any matter.

## ARTICLE IV
## THE BOARD

4.1 *Management By Board of Managers.*

(a) Subject to such matters which are expressly reserved hereunder or under the Act to the Members for decision, the business and affairs of the Company shall be managed by a board of managers (the "Board"), which shall be responsible

for policy setting, approving the overall direction of the Company and making all decisions affecting the business and affairs of the Company. The Board shall consist of not less than one (1) nor more than nine (9) individuals (the "Managers"), with the Board to initially be comprised of three (3) Managers and the exact number of Managers thereafter to be determined from time to time by resolution of the Board.

(b) Each Manager shall be elected by the Members and shall serve until his or her successor has been duly elected and qualified, or until his or her earlier removal, resignation, death or disability. The Members may remove any Manager from the Board or from any other capacity with the Company at any time, with or without cause. A Manager may resign at any time upon written notice to the Members.

(c) Any vacancy occurring on the Board as a result of the resignation, removal, death or disability of a Manager or an increase in the size of the Board shall be filled by the Members holding a Majority of the Common Interests in the Company. A Manager chosen to fill a vacancy resulting from the resignation, removal, death or disability of a Manager shall serve the unexpired term of his or her predecessor in office.

4.2 *Action By the Board*.

(a) Meetings of the Board may be called by any Manager upon two (2) days prior notice to each Manager in written or electronic form or be telephone. The presence of a majority of the Managers then in office shall constitute a quorum at any meeting of the Board. All actions of the Board shall require the affirmative vote of a majority of the Managers then in office.

(b) Meetings of the Board may be conducted in person or by conference telephone facilities. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if such number of Managers sufficient to approve such action pursuant to the terms of this Agreement consent thereto in writing. Notice of any meeting may be waived by any Manager.

4.3 *Power to Bind Company*. None of the Managers (acting in their capacity as such) shall have authority to bind the Company to any third party with respect to any matter unless the Board shall have approved such matter and authorized such Manager(s) to bind the Company with respect thereto.

4.4 *Officers and Related Persons*. The Board shall have the authority to appoint and terminate officers of the Company and retain and terminate employees, agents and consultants of the Company and to delegate such duties to any such officers, employees, agents and consultants as the Board deems appropriate, including the power, acting individually or jointly, to represent and bind the Company in all matters, in accordance with the scope of their respective duties.

4.5 *Specific Authorization*. The Company is hereby authorized to execute, deliver and perform, and any Member or Manager or officer of the Company on

behalf of the Company is hereby authorized to execute and deliver, the documents listed on Schedule B hereto and all documents, agreements, certificates, or financing statements contemplated thereby or related thereto, all without any further act, vote or approval of any Member, Manager, officer of the Company or other person notwithstanding any other provision of this Agreement. The foregoing authorization shall not be deemed a restriction on the powers of the Member or any Manager or officer of the Company to enter into other agreements on behalf of the Company or to imply that any future agreement entered into by the Company need be specifically authorized in this Agreement.

## ARTICLE V
## ALLOCATIONS

5.1 *Profits*. After giving effect to the special allocations set forth in Sections 5.3 and 5.4, Profits for any Allocation Year shall be allocated to the Members in proportion to their respective Common Interest percentages.

5.2 *Losses*. After giving effect to the special allocations set forth in Sections 5.3 and 5.4, and subject to Section 5.5, Losses for any Allocation Year shall be allocated to the Members in proportion to their respective Common Interest percentages.

5.3 *Special Allocations*. The following special allocations shall be made in the following order:

(a) *Minimum Gain Chargeback*. Except as otherwise provided in Treas. Reg. §1.704-2(f), notwithstanding any other provision of this Article V, if there is a net decrease in Company Minimum Gain during any Allocation Year, each Member shall be specially allocated items of Company income and gain for such Allocation Year (and, if necessary, subsequent Allocation Years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Treas. Reg. §1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Treas. Regs. §1.704-2(f)(6) and 1.704-2(j)(2). This Section 5.3(a) is intended to comply with the minimum gain chargeback requirement in Treas. Reg. §1.704-2(f) and shall be interpreted consistently therewith.

(b) *Member Minimum Gain Chargeback*. Except as otherwise provided in Treas. Reg. §1.704-2(i)(4), notwithstanding any other provision of this Article V, if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any Allocation Year, each Member who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Treas. Reg. §1.704-(2)(i)(5), shall be specially allocated items of Company income and gain for such Allocation Year (and, if necessary, subsequent Allocation Years) in an amount equal to such Member's share of the net decrease in Member Nonrecourse Debt, determined in accordance with

Treas. Reg. §1.704-(2)(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Treas. Regs. §1.704-2(i)(4) and 1.704-2(j)(2). This Section 5.3(b) is intended to comply with the minimum gain chargeback requirement in Treas. Reg. § 1.704-2(i)(4) and shall be interpreted consistently therewith.

(c) *Qualified Income Offset*. In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Treas. Reg. §1.704-1 (b)(2)(ii)(d)(4), Treas. Reg. §1.704-l(b)(2)(ii)(d)(5), or Treas. Reg. §1.704- l(b)(2)(ii)(d)(6), items of Company income and gain shall be specially allocated to such Member in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of the Member as quickly as possible, provided that an allocation pursuant to this Section 5.3 (c) shall be made only if and to the extent that the Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article V have been tentatively made as if this Section 5.3(c) were not in the Agreement.

(d) *Gross Income Allocation*. In the event any Member has a deficit Capital Account at the end of any Allocation Year that is in excess of the sum of (i) the amount such Member is obligated to restore pursuant to the penultimate sentences of Treas. Reg. §1.704-2(g)(l) and Treas. Reg. §1.704-2(i)(5), each such Member shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 5.3(d) shall be made only if and to the extent that such Member would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Article V have been made as if Section 5.3(c) and this Section 5.3(d) were not in the Agreement.

(e) *Nonrecourse Deductions*. Nonrecourse Deductions for any Allocation Year shall be specially allocated to the Members in proportion to their respective Common Interest percentages.

(f) *Member Nonrecourse Deductions*. Any Member Nonrecourse Deductions for any Allocation Year shall be specially allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Treas. Reg. §1.704-2(i)(l).

(g) *Section 754 Adjustments*. To the extent an adjustment to the adjusted tax basis of any Company asset, pursuant to Sections 734(b) or 743(b) of the Code is required, pursuant to Treas. Reg. §1.704-l(b)(2)(iv)(m)(2) or Treas. Reg. §1.704- l(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as the result of a distribution to a Member in complete liquidation of such Member's interest in the Company, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Members in accordance with their interests in the Company in the event Treas. Reg. §1.704-



l(b)(2)(iv)(m)(2) applies, or to the Member to whom such distribution was made in the event Treas. Reg. §1.704-l(b)(2)(iv)(m)(4) applies.

(h) *Allocations Relating to Taxable Issuance of Common Interests*. Any income, gain, loss, or deduction realized as a direct or indirect result of the issuance of Common Interests by the Company to a Member (the "Issuance Items") shall be allocated among the Members so that, to the extent possible, the net amount of such Issuance Items, together with all other allocations under this Agreement to each Member shall be equal to the net amount that would have been allocated to each such Member if the Issuance Items had not been realized.

5.4 *Curative Allocations*. The allocations set forth in Sections 5.3(a), 5.3(b), 5.3(c), 5.3(d), 5.3(e), 5.3(f), 5.3(g), and 5.5 (the "Regulatory Allocations") are intended to comply with certain requirements of the Regulations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss, or deduction pursuant to this Section 5.4. Therefore, notwithstanding any other provision of this Article V (other than the Regulatory Allocations), the Board shall make such offsetting special allocations of Company income, gain, loss, or deduction in whatever manner it determines appropriate so that, after such offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of the Agreement and all Company items were allocated pursuant to Sections 5.1, 5.2, and 5.3(h).

5.5 *Loss Limitation*. Losses allocated pursuant to Section 5.2 hereof shall not exceed the maximum amount of Losses that can be allocated without causing any Member to have an Adjusted Capital Account Deficit at the end of any Allocation Year. In the event some but not all of the Members would have Adjusted Capital Account Deficits as a consequence of an allocation of Losses pursuant to Section 5.2 hereof, the limitation set forth in this Section 5.5 shall be applied on a Member by Member basis and Losses not allocable to any Member as a result of such limitation shall be allocated to the other Members in accordance with the positive balances in such Member's Capital Accounts so as to allocate the maximum permissible Losses to each Member under Treas. Reg. §1.704-l(b)(2)(ii)(d).

5.6 *Other Allocation Rules*.

(a) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the Board using any permissible method under Section 706 of the Code and the Regulations thereunder.

(b) The Members are aware of the income tax consequences of the allocations made by this Article V and hereby agree to be bound by the provisions of this Article V in reporting their shares of Company income and loss for income tax purposes.

(c) Solely for purposes of determining a Member's proportionate share of the "excess nonrecourse liabilities" of the Company within the meaning of Treas. Reg. §1.752-3(a)(3), the Members' interests in Company profits are in proportion to their respective Common Interest percentages.

To the extent permitted by Treas. Reg. §1.704-2(h)(3), the Board shall endeavor to treat distributions of Net Cash Flow as having been made from the proceeds of a Nonrecourse Liability or a Member Nonrecourse Debt only to the extent that such distributions would cause or increase an Adjusted Capital Account Deficit for any Member.

5.7 *Tax Allocations: Section 704(c) of the Code.* In accordance with Section 704(c) of the Code and the Regulations thereunder, income, gain, loss, and deduction with respect to any Property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such Property to the Company for federal income tax purposes and its initial Gross Asset Value (computed in accordance with the definition of Gross Asset Value) using the "traditional method" as described in Treas. Reg. §1.704-3(b)(l).

In the event the Gross Asset Value of any Company asset is adjusted pursuant to subparagraph (ii) of the definition of Gross Asset Value, subsequent allocations of income, gain, loss, and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Section 704(c) of the Code and the Regulations thereunder.

Any elections or other decisions relating to such allocations shall be made by the Board in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 5.7 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits, Losses, other items, or distributions pursuant to any provision of this Agreement.

## ARTICLE VI
## CAPITAL STRUCTURE AND CONTRIBUTIONS

6.1 *Capital Structure.* The capital structure of the Company shall consist of one class of limited liability company interests (the "Common Interests"). All Common Interests shall be identical with each other in every respect. Each Member shall own the percentage of Common Interests set forth beside such Member's name on Schedule A.

6.2 *Capital Contributions.* From time to time, the Members may determine that the Company requires capital and may make contributions of cash and other property ("Capital Contributions") in an amount determined by the Members.

6.3 *Revaluation of Capital Accounts*. The Capital Accounts of the Members immediately prior to the Initial Distribution shall be adjusted to equal their respective fair market values as permitted by clause (ii)(B) of the definition of "Gross Asset Value". DISTRIBUTIons

6.4 *Distributions*.

(a) From time to time prior to the commencement of winding up under Section 8.2, the Board shall determine in its reasonable judgment to what extent (if any) the Company's cash on hand exceeds its current and anticipated needs, including, without limitation, for operating expenses, debt service, acquisitions, and a reasonable contingency reserve. If such an excess exists, the Board shall cause the Company to distribute to the Members, in accordance with their respective Common Interest percentages, an amount in cash equal to that excess.

(b) From time to time after the Initial Distribution the Board also may cause cash or other property of the Company to be distributed to the Members. Such distribution(s) must be made in accordance with their respective Common Interest percentage, except as otherwise agreed to by the Members, and may be made subject to existing liabilities and obligations.

6.5 *Limitations on Distributions*.

(a) The Company shall make no distributions to the Members except (i) as provided in this Article VII and Article VIII hereof or (ii) as agreed to by all the Members.

(b) A Member may not receive a distribution from the Company to the extent that, after giving effect to the distribution, all liabilities of the Company, other than liabilities to Members on account of their Capital Contributions, would exceed the fair value of the Company's assets.

(c) To the extent a Member receives a distribution of Company property which is Section 751 Property, Other Property, or both, the Company may make a true-up distribution and/or take other appropriate actions (including increasing the amount of any distribution or making special allocations to one ore more of its Members), in consultation with it tax adviser, so that Section 751(b) of the Code will not apply to the distribution.

## ARTICLE VII
## DISSOLUTION

7.1 *Events of Dissolution*. The Company shall be dissolved and its affairs wound up upon the occurrence of any of the following events (each, an "Event of Dissolution"):

(a) The Members holding a majority of the Common Interests vote for dissolution;

(b) The Board votes for dissolution;

(c) A judicial dissolution of the Company under Section 18-802 of the Act; or

(d) At any time at which there shall be no Members.

7.2 Liquidation and Termination. On dissolution of the Company, the Board may appoint one or more other Persons as liquidator (the "Liquidator"). The Liquidator shall proceed diligently to wind up the affairs of the Company and make final distributions as provided in this Agreement. The costs of liquidation shall be borne as a Company expense. Until final distribution, the Liquidator shall continue to operate the Company properties with all of the power and authority of the Board. The steps to be accomplished by the Liquidator are as follows:

(a) as promptly as practicable after dissolution and again after final liquidation, the Liquidator shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company's assets, liabilities, and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable;

(b) the Liquidator shall pay from Company funds all of the debts and liabilities of the Company (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for them (including, without limitation, the establishment of a cash escrow fund for contingent liabilities in such amount and for such term as the Liquidator may reasonably determine); and

(c) all remaining assets of the Company shall be distributed to the Members as follows:

(i) the Liquidator may sell any or all Company property, including to Members, and any resulting gain or loss from each sale shall be computed and allocated to the Capital Accounts of the Members;

(ii) with respect to all Company property that has not been sold, the fair market value of that property shall be determined and the Capital Accounts of the Members shall be adjusted to reflect the manner in which the unrealized income, gain, loss, and deduction inherent in property that has not been reflected in the Capital Accounts previously would be allocated among the Members if there were a taxable disposition of that property for the fair market value of that property on the date of distribution; and

(iii) Company property shall be distributed among the Members in accordance with the positive Capital Account balances of the Members, as determined after taking into account all Capital Account adjustments for the taxable year of the Company during which the liquidation of the Company occurs (other than those made by reason of this clause (iii)); and those distributions shall be made by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee for its allocable share of costs, expenses, and liabilities previously incurred or for which the Company has committed prior to the date of termination and those costs, expenses, and liabilities shall be allocated to the distributee under this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its Common Interests and all the Company's property. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

7.3 *Compliance with Regulations; Deficit Capital Accounts.* In the event the Company is "liquidated" within the meaning of Treas. Reg. §1.704-l(b)(2)(ii)(*g*), distributions shall be made pursuant to this Article VIII to the Members who have positive Capital Accounts in compliance with Treas. Reg. §1.704-l(b)(2)(ii)(*b*)(2). If any Member has a deficit balance in his Capital Account (after giving effect to all contributions, distributions and allocations for all Allocation Years, including the Allocation Year during which such liquidation occurs), such Member shall have no obligation to make any contribution to the capital of the Company with respect to such deficit, and such deficit shall not be considered a debt owed to the Company or to any other Person for any purpose whatsoever. In the discretion of the Liquidator, a pro rata portion of the distributions that would otherwise be made to the Members pursuant to this Article VIII may be:

(a) Distributed to a trust established for the benefit of the Members for the purposes of liquidating Company assets, collecting amounts owed to the Company, and paying any contingent or unforeseen liabilities or obligations of the Company. The assets of any such trust shall be distributed to the Members from time to time, in the reasonable discretion of the Liquidator, in the same proportions as the amount distributed to such trust by the Company would otherwise have been distributed to the Members pursuant to Section 8.2 hereof; or

(b) Withheld to provide a reasonable reserve for Company liabilities (contingent or otherwise) and to reflect the unrealized portion of any installment obligations owed to the Company, provided that such withheld amounts shall be distributed to the Members as soon as practicable.

## ARTICLE VIII
## TRANSFER OF INTERESTS IN THE COMPANY

Each of the Members may sell, assign, transfer, convey, gift, exchange or otherwise dispose of any or all of its Common Interests and, upon receipt by the Company of a written agreement executed by the person or entity to whom such Common Interests are to be transferred agreeing to be bound by the terms of this Agreement, such person shall be admitted as a member.

## ARTICLE IX
## TAX MATTERS

9.1 *Tax Elections*. The Board shall, without any further consent of the Members being required (except as specifically required herein), make any and all elections for federal, state, local, and foreign tax purposes including, without limitation, any election, if permitted by applicable law: (i) to make the election provided for in Section 6231(a)(l)(B)(ii) of the Code; (ii) to adjust the basis of Property pursuant to Sections 754, 734(b) and 743(b) of the Code, or comparable provisions of state, local or foreign law, in connection with transfers of Common Interests and Company distributions; (iii) with the consent of all of the Members, to extend the statute of limitations for assessment of tax deficiencies against the Members with respect to adjustments to the Company's federal, state, local or foreign tax returns; and (iv) to the extent provided in Section 6221 through 6231 of the Code and similar provisions of federal, state, local or foreign law, to represent the Company and the Members before taxing authorities or courts of competent jurisdiction in tax matters affecting the Company or the Members in their capacity as Members, and to file any tax returns and execute any agreements or other documents relating to or affecting such tax matters, including agreements or other documents that bind the Members with respect to such tax matters or otherwise affect the rights of the Company and the Members. NRG Energy, Inc. is specifically authorized to act as the "Tax Matters Member" under the Code and in any similar capacity under state or local law.

9.2 *Tax Information*. Necessary tax information shall be delivered to each Member as soon as practicable after the end of each fiscal year of the Company.

## ARTICLE X
## EXCULPATION AND INDEMNIFICATION

10.1 *Exculpation*. Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, none of the Members, Managers, or any officers, directors, stockholders, partners, employees, affiliates, representatives or agents of any of the foregoing, nor any officer, employee, representative or agent of the Company (individually, a "Covered Person" and, collectively, the "Covered Persons") shall be liable to the Company or any other person bound by this Agreement for any act or omission (in relation to the Company, its property or the conduct of its business or affairs, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted by a Covered

Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

10.2 *Indemnification*. To the fullest extent permitted by law, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative ("Claims"), in which the Covered Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Section 11.2 with respect to (i) any Claim with respect to which such Covered Person has engaged in fraud, willful misconduct, bad faith or gross negligence or (ii) any Claim initiated by such Covered Person unless such Claim (or part thereof) (A) was brought to enforce such Covered Person's rights to indemnification hereunder or (B) was authorized or consented to by the Board. Expenses incurred by a Covered Person in defending any Claim shall be paid by the Company in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Section 11.2.

10.3 *Amendments*. Any repeal or modification of this Article 11 by the Members shall not adversely affect any rights of such Covered Person pursuant to this Article 8, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

## ARTICLE XI
## MISCELLANEOUS

11.1 *Amendments*. Amendments to this Agreement and to the Certificate of Formation shall be approved in writing by the Members owning a majority of the Common Interests. An amendment shall become effective as of the date specified in the approval of the Members or if none is specified as of the date of such approval or as otherwise provided in the Act.

11.2 *Severability*. If any provision of this Agreement is held to be invalid or unenforceable for any reason, such provision shall be ineffective to the extent of such invalidity or unenforceability; *provided, however,* that the remaining provisions will continue in full force without being impaired or invalidated in any way unless such invalid or unenforceable provision or clause shall be so significant as to materially affect the expectations of the Members regarding this Agreement. Otherwise, any invalid or unenforceable provision shall be replaced by the Members with a valid provision which

most closely approximates the intent and economic effect of the invalid or unenforceable provision.

11.3 *Governing Law*. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the principles of conflicts of laws thereof.

11.4 *Limited Liability Company*. The Members intend to form a limited liability company and do not intend to form a partnership under the laws of the State of Delaware or any other laws.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the undersigned have duly executed this Third Amended and Restated Limited Liability Company Agreement as of the day first above written.

NRG ENERGY, INC.

By: /s/ Steven Winn
Steven Winn
Executive Vice President

NRG BLOCKER VII INC.

By: /s/ Steven Winn
Steven Winn
President

**SCHEDULE A**

| MEMBER | ADDRESS | PERCENTAGE OF COMMON INTERESTS |
|---|---|---|
| NRG Energy Inc. | 211 Carnegie Center<br>Princeton, NJ 08540 | 82.63 |
| NRG Blocker VII Inc. | 211 Carnegie Center<br>Princeton, NJ 08540 | 17.37 |

**SCHEDULE B**

- The Guarantee and Collateral Agreement, dated as of February 2, 2006 (the "Guarantee and Collateral Agreement"), among NRG Energy, Inc., the Company and the other Guarantors (as defined therein), Morgan Stanley Senior Funding, Inc., as Administrative Agent, Deutsche Bank Trust Company Americas, as collateral trustee for the Priority Lien Secured Parties (as defined therein) and as collateral trustee for the Parity Lien Secured Parties (as defined therein) and J. Aron & Company, as counter party under the GS Commodity Hedging Agreement;

- The Collateral Trust Agreement, dated as of February 2, 2006 (the "Collateral Trust Agreement"), among the Company and the other Grantors (as defined therein), Morgan Stanley Senior Funding, Inc., as Administrative Agent, Deutsche Bank Trust Company Americas, as collateral trustee for the Priority Lien Secured Parties (as defined therein) and as collateral trustee for the Parity Lien Secured Parties (as defined therein) and J. Aron & Company, as counter party under the GS Commodity Hedging Agreement;

- The Conditional Waiver and Amendment, dated as of February 2, 2006, among the Company, as borrower, the other guarantors listed on the signature pages thereof, the lenders listed on the signature pages thereof and Goldman Sachs Credit Partners L.P., as administrative agent for the Lenders, and acknowledged and agreed to by Wachovia Bank, National Association, as collateral trustee;

- The Amendment to Collateral Trust Agreement, dated as of February 2, 2006, among the Company, the pledgors party thereto and Wachovia Bank, National Association, as collateral trustee;

- The Amendment to Security Agreement, dated as of February 2, 2006, among the Company and the other Grantors (as defined therein) party thereto, and Wachovia Bank, National Association, as collateral trustee;

- The Reaffirmation Agreement, dated as of February 2, 2006, among the Company, the subsidiary guarantors party thereto, and Wachovia Bank, National Association, as collateral trustee;

- The Reimbursement Agreement by and between Sumitomo Mitsui Banking Corporation and the Company, dated on or about February 2, 2006.

- The Revolving Note.

- The Term Note.

- Distribution Agreement among the Company, NRG Energy, Inc. and NRG Blocker VII, effective April 30, 2006.

**SCHEDULE C**

**DISTRIBUTION AGREEMENT**

**Exhibit 3.157**

**CERTIFICATE OF FORMATION**
**OF**
**NRG Texas Power LLC**

**June 28, 2007**

This Certificate of Formation, dated June 28, 2007, has been duly executed and is filed pursuant to Section 18-201 of the Delaware Limited Liability Company Act (the "Act") to form a limited liability company (the "Company") under the Act.

***1.*** ***Name.*** The name of the Company is "NRG Texas Power LLC".

***2.*** ***Registered Office; Registered Agent.*** The address of the registered office required to be maintained by Section 18-104 of the Act is:

The Corporation Trust Company
1209 Orange Street
Wilmington, Delaware 19801

The name and address of the registered agent for service of process required to be maintained by Section 18-104 of the Act are:

The Corporation Trust Company
1209 Orange Street
Wilmington, Delaware 19801

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Formation as of the date first written above.

By: /s/ Edmund D. Daniels
Name: Edmund D. Daniels
Title: Authorized Person

*[Signature Page to Certificate of Formation of NRG Texas Power LLC]*

*State of Delaware*
*Secretary of State*
*Division of Corporations*
*Delivered 04:40 PM 06/28/2007*
*FILED 04:37 PM 06/28/2007*
*SRV 070764488 - 4377510 FILE*

**CERTIFICATE OF MERGER**

**OF**

**NRG TEXAS LP**

**WITH AND INTO**

**NRG TEXAS POWER LLC**

**June 28, 2007**

Pursuant to § 18-209 of the Limited Liability Company Act

Pursuant to Section 18-209 of the Delaware Limited Liability Company Act (the "Act"), NRG Texas Power LLC, a Delaware limited liability company, hereby certifies as follows:

FIRST: The name and state of domicile of each of the constituent corporations and limited partnerships which are to merge is as follows:

| Name | State of Formation |
|---|---|
| NRG Texas LP | Texas |
| NRG Texas Power LLC | Delaware |

SECOND: An agreement and plan of merger, dated June 28, 2007 (the "Agreement"), has been approved, adopted, certified, executed and acknowledged by the surviving limited liability company and the merging limited partnership in accordance with § 18-209 of the Act.

THIRD: The name of the surviving limited liability company is NRG Texas Power LLC (the "Surviving Company").

FOURTH: The Merger shall become effective at 11:58 p.m., Eastern Time, on June 30, 2007 (the "Merger Effective Time").

FIFTH: The certificate of formation of NRG Texas Power LLC immediately prior to the Merger Effective Time shall be the certificate of formation of the Surviving Company.

SIXTH, the Agreement is on file at the principal place of business of the Surviving Company located at 1301 McKinney Street, Suite 2300, Houston, Texas 77012 and will be

furnished by the Surviving Company, on request and without cost, to any member of the constituent company or any partner of the constituent limited partnership.

[*Signature page follows.*]

IN WITNESS WHEREOF, NRG Texas Power LLC has caused this Certificate of Merger to be executed by an authorized person on its behalf, on the date first written above.

**NRG TEXAS POWER LLC**

By: /s/ Edmund D. Daniels
Name: Edmund D. Daniels
Title: Manager
Vice-President and Secretary

*[Signature Page to Certificate of Merger]*

**Exhibit 3.158**

***Execution Copy***

**LIMITED LIABILITY COMPANY AGREEMENT**

**OF**

**NRG Texas Power LLC**

**A Delaware Limited Liability Company**

**Dated as of June 28, 2007**

LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement"), dated June28, 2007, of NRG Texas Power LLC, a Delaware limited liability company (the "Company"), by and among each person listed as a Member on Schedule A attached hereto as of the date hereof (each, a "Member" and, collectively, the "Members") and each Person subsequently admitted as a member of the Company in accordance with the terms hereof.

**RECITAL**

WHEREAS, the Members have formed the Company on the date hereof in accordance with the provisions of the Delaware Limited Liability Company Act and any successor statute, as amended from time to time (the "Act");

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, the parties hereby agree as follows:

**ARTICLE I**
**DEFINITIONS**

1.1 *Definitions.* Capitalized terms used and not otherwise defined herein shall have the following meanings:

"Act" means the Delaware Limited Liability Company Act, as amended from time to time (or any corresponding provisions of succeeding law).

"Adjusted Capital Account Deficit" means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant Allocation Year, after giving effect to the following adjustments:

(i) Credit to such Capital Account any amounts that such Member is deemed to be obligated to restore pursuant to the penultimate sentences in Treas. Regs. §1.704-2(g)(1) and 1.704-2(i)(5), and

(ii) Debit to such Capital Account the items described in Treas. Regs. §1.704-1(b)(ii)(2)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 1.704-1(b)(2)(ii)(d)(6).

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Treas. Reg. §1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

"Allocation Year" means (i) the period commencing on the June 28, 2007 and ending on December 31, 2007, (ii) any subsequent twelve (12) month period commencing on January 1 and ending on December 31, or (iii) any portion of the period described in clauses (i) or (ii) for which the Company is required to allocate Profits, Losses, and other items of Company income, gain, loss, or deduction pursuant to Article V hereof.

"Capital Account" means, with respect to any Member, the Capital Account maintained for such Member in accordance with the following provisions:

(i) To each Member's Capital Account there shall be credited (A) such Member's Capital Contributions, (B) such Member's distributive share of Profits and any items in the nature of income or gain that are specially allocated pursuant to Section 5.3 or Section 5.4 hereof, and (C) the amount of any Company liabilities assumed by such Member or that are secured by any Property distributed to such Member. The principal amount of a promissory note that is not readily traded on an established securities market and that is contributed to the Company by the maker of the note (or a Member related to the maker of the note within the meaning of Treas. Reg. § 1.704-1(b)(2)(ii)(c)) shall not be included in the Capital Account of any Member until the Company makes a taxable disposition of the note or until (and to the extent) principal payments are made on the note, all in accordance with Treas. Reg. §1.704- 1(b)(2)(iv)(d)(2),

(ii) To each Member's Capital Account there shall be debited (A) the amount of money and the Gross Asset Value of any Property distributed to such Member pursuant to any provision of this Agreement, (B) such Member's distributive share of Losses and any items in the nature of expenses or losses that are specially allocated pursuant to Section 5.3 or Section 5.4 hereof, and (C) the amount of any liabilities of such Member assumed by the Company or that are secured by any Property contributed by such Member to the Company,

(iii) In the event Common Interests are transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred Common Interests, and

(iv) In determining the amount of any liability for purposes of subparagraphs (i) and (ii) above there shall be taken into account Section 752(c) of the Code and any other applicable provisions of the Code and the regulations promulgated thereunder.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treas. Reg. §1.704-1(b), and shall be interpreted and applied in a manner consistent with such regulations. In the event the Board shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities that are secured by contributed or distributed property or that are assumed by the Company or any Members), the Board may make such modification, provided that it is not likely to have a material effect on the amounts distributed to any Person pursuant to Article VIII hereof upon the dissolution of the Company. The Board also shall (i) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Members and the amount of capital reflected on the Company's balance sheet, as computed for book purposes, in accordance with Treas. Reg. §1.704-1(b)(2)(iv)(q) and (ii) make any

appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Treas. Reg. §1.704-1(b).

"Capital Contributions" has the meaning set forth in Section 6.2.

"Common Interests" has the meaning set forth in Section 6.1.

"Company Minimum Gain" has the same meaning as the term "partnership minimum gain" in Treas. Regs. §1.704-2(b)(2) and 1.704-2(d).

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Depreciation" means, for each Allocation Year, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such Allocation Year, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Allocation Year, Depreciation shall be an amount that bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Allocation Year bears to such beginning adjusted tax basis, provided, however, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Allocation Year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Board.

"Gross Asset Value" Gross Asset Value" means with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(i) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the Board;

(ii) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values (taking Section 7701(g) of the Code into account), as determined by the Board, as of the following times: (A) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution; (B) the distribution by the Company to a Member of more than a de minimis amount of Company property as consideration for an interest in the Company; and (C) the liquidation of the Company within the meaning of Treas. Reg. §1.704-1(b)(2)(ii)(g), provided that an adjustment described in clauses (A) and (B) of this paragraph shall be made only if the Board reasonably determines that such adjustment is necessary to reflect the relative economic interests of the Members in the Company

(iii) The Gross Asset Value of any item of Company assets distributed to any Member shall be adjusted to equal the gross fair market value (taking

Section 7701(g) of the Code into account) of such asset on the date of distribution as determined by the Board; and

(iv) The Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Sections 734(b) or 743(b) of the Code, but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Treas. Reg. §1.704-1(b)(2)(iv)(m) and subparagraph (vi) of the definition of "Profits" and "Losses" or Section 5.3(g) hereof, provided, however, that Gross Asset Values shall not be adjusted pursuant to this subparagraph (iv) to the extent that an adjustment pursuant to subparagraph (ii) is required in connection with a transaction that would otherwise result in an adjustment pursuant to this subparagraph (iv).

(v) If the Gross Asset Value of an asset has been determined or adjusted pursuant to subparagraph (i), (ii), or (iv), such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset, for purposes of computing Profits and Losses.

"Member Nonrecourse Debt" has the same meaning as the term "partner nonrecourse debt" in Treas. Reg. §1.704-2(b)(4).

"Member Nonrecourse Debt Minimum Gain" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Treas. Reg. §1.704-2(i)(3).

"Member Nonrecourse Deductions" has the same meaning as the term "partner nonrecourse deductions" in Treas. Regs. §1.704-2(i)(1) and 1.704-2(i)(2).

"Net Cash Flow" means the gross cash proceeds of the Company less the portion thereof used to pay or establish reserves for all Company expenses, debt payments, capital improvements, replacements, and contingencies, all as determined by the Management Committee. "Net Cash Flow" shall not be reduced by depreciation, amortization, cost recovery deductions, or similar allowances, but shall be increased by any reductions of reserves previously established pursuant to the first sentence of this definition.

""Nonrecourse Deductions" has the meaning set forth in Treas. Regs. §1.704-2(b)(1) and 1.704-2(c).

"Nonrecourse Liability" has the meaning set forth in Treas. Reg. § 1.704-2(b)(3).

"Other Property" has the meaning set forth in Treas. Reg. §1.751-1(e).

"Profits" and "Losses" mean, for each Allocation Year, an amount equal to the Company's taxable income or loss for such Allocation Year, determined in accordance with Section 703(a) of the Code (for this purpose, all items of income, gain,

loss, or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in taxable income or loss), with the following adjustments (without duplication):

(i) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this definition of "Profits" and "Losses" shall be added to such taxable income or loss;

(ii) Any expenditures of the Company described in Section 705(a)(2)(B) of the Code or treated as Section 705(a)(2)(B) of the Code expenditures pursuant to Treas. Reg. §1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this definition of "Profits" and "Losses," shall be subtracted from such taxable income or loss;

(iii) In the event the Gross Asset Value of any Company asset is adjusted pursuant to subparagraphs (ii) or (iii) of the definition of "Gross Asset Value," the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the Gross Asset Value of the asset) or an item of loss (if the adjustment decreases the Gross Asset Value of the asset) from the disposition of such asset and shall be taken into account for purposes of computing Profits or Losses;

(iv) Gain or loss resulting from any disposition of Property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the Property disposed of, notwithstanding that the adjusted tax basis of such Property differs from its Gross Asset Value;

(v) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Allocation Year, computed in accordance with the definition of Depreciation;

(vi) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Section 734(b) of the Code is required, pursuant to Treas. Reg. § 1.704-(b)(2)(iv)(m)(4) , to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Member's interest in the Company, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) from the disposition of such asset and shall be taken into account for purposes of computing Profits or Losses; and

(vii) Notwithstanding any other provision of this definition, any items that are specially allocated pursuant to Section 5.3 or Section 5.4 hereof shall not be taken into account in computing Profits or Losses.

The amounts of the items of Company income, gain, loss, or deduction available to be specially allocated pursuant to Sections 5.3 and 5.4 hereof shall be

determined by applying rules analogous to those set forth in subparagraphs (i) through (vi) above.

"Property" means all real and personal property acquired by the Company, including cash, and any improvements thereto, and shall include both tangible and intangible property.

"Regulatory Allocations" has the meaning set forth in Section 5.4.

"Section 751 Property" has the meaning set forth in Treas. Reg. §1.751-1(e)

"Treas. Reg." means the Income Tax Regulations, including Temporary Regulations, promulgated under the Code, as such regulations are amended from time to time.

## ARTICLE II
## THE LIMITED LIABILITY COMPANY

*2.1* *Formation.* The Members have previously formed the Company as a limited liability company pursuant to the provisions of the Act. A certificate of formation for the Company as described in Section 18-201 of the Act (the "Certificate of Formation") has been filed in the Office of the Secretary of State of the State of Delaware in conformity with the Act (such filing being hereby ratified and confirmed in all respects).

2.2 *Name.* The name of the Company shall be "NRG Texas Power LLC" and its business shall be carried on in such name with such variations and changes as the Board (as hereinafter defined) shall determine or deem necessary to comply with requirements of the jurisdictions in which the Company's operations are conducted.

2.3 *Business Purpose; Powers.* The Company is formed and hereby continued for the purpose of engaging in any lawful business, purpose or activity for which limited liability companies may be formed under the Act. The Company shall possess and may exercise all the powers and privileges granted by the Act or by any other law or by this Agreement, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business purposes or activities of the Company.

2.4 *Registered Office and Agent.* The Company shall maintain a registered office in the State of Delaware at, and the name and address of the Company's registered agent in the State of Delaware is, Corporation Trust Company, Corporation Trust Center 1209 Orange Street, City of Wilmington, County of New Castle.

2.5 *Term.* Subject to the provisions of Article VII below, the Company shall have perpetual existence.

## ARTICLE III
## THE MEMBER

3.1 *The Members.* The name and address of each Member is set forth on Schedule A attached hereto.

3.2 *Actions by the Members; Meetings.* The Members may approve a matter or take any action at a meeting or without a meeting by unanimous written consent of the Members. Meetings of the Members may be called at any time by the Members holding a majority of the Common Interests (as defined below).

3.3 *Liability of the Members.* All debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Members shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member.

3.4 *Power to Bind the Company.* No Member (acting in its capacity as such) shall have the authority to bind the Company to any third party with respect to any matter.

## ARTICLE IV
## THE BOARD

4.1 *Management* By *Board of Managers.*

(a) Subject to such matters which are expressly reserved hereunder or under the Act to the Members for decision, the business and affairs of the Company shall be managed by a board of managers (the "Board"), which shall be responsible for policy setting, approving the overall direction of the Company and making all decisions affecting the business and affairs of the Company. The Board shall consist of not less than one (1) nor more than nine (9) individuals (the "Managers"), with the Board to initially be comprised of two (2) Managers and the exact number of Managers thereafter to be determined from time to time by resolution of the Board.

(b) Each Manager shall be elected by the Members and shall serve until his or her successor has been duly elected and qualified, or until his or her earlier removal, resignation, death or disability. The Members may remove any Manager from the Board or from any other capacity with the Company at any time, with or without cause. A Manager may resign at any time upon written notice to the Members.

(c) Any vacancy occurring on the Board as a result of the resignation, removal, death or disability of a Manager or an increase in the size of the Board shall be filled by the Members holding a Majority of the Common Interests in the Company. A Manager chosen to fill a vacancy resulting from the resignation, removal, death or disability of a Manager shall serve the unexpired term of his or her predecessor in office.

4.2 *Action By the Board.*

(a) Meetings of the Board may be called by any Manager upon two (2) days prior notice to each Manager in written or electronic form or be telephone. The presence of a majority of the Managers then in office shall constitute a quorum at any meeting of the Board. All actions of the Board shall require the affirmative vote of a majority of the Managers then in office.

(b) Meetings of the Board may be conducted in person or by conference telephone facilities. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if such number of Managers sufficient to approve such action pursuant to the terms of this Agreement consent thereto in writing. Notice of any meeting may be waived by any Manager.

4.3 *Power to Bind Company.* None of the Managers (acting in their capacity as such) shall have authority to bind the Company to any third party with respect to any matter unless the Board shall have approved such matter and authorized such Manager(s) to bind the Company with respect thereto.

4.4 *Officers and Related Persons.* The Members shall appoint the initial officers of the Company. Thereafter, the Board shall have the authority to appoint and terminate officers of the Company and retain and terminate employees, agents and consultants of the Company and to delegate such duties to any such officers, employees, agents and consultants as the Board deems appropriate, including the power, acting individually or jointly, to represent and bind the Company in all matters, in accordance with the scope of their respective duties.

4.5 *Specific Authorization.* The Company is hereby authorized to execute, deliver and perform, and any Member or Manager or officer of the Company on behalf of the Company is hereby authorized to execute and deliver, the documents listed on Schedule B hereto and all documents, agreements, certificates, or financing statements contemplated thereby or related thereto, all without any further act, vote or approval of any Member, Manager, officer of the Company or other person notwithstanding any other provision of this Agreement. The foregoing authorization shall not be deemed a restriction on the powers of the Member or any Manager or officer of the Company to enter into other agreements on behalf of the Company or to imply that any future agreement entered into by the Company need be specifically authorized in this Agreement.

## ARTICLE V
## ALLOCATIONS

5.1 *Profits.* After giving effect to the special allocations set forth in Sections 5.3 and 5.4, Profits for any Allocation Year shall be allocated to the Members in proportion to their respective Common Interest percentages.



5.2 *Losses.* After giving effect to the special allocations set forth in Sections 5.3 and 5.4, and subject to Section 5.5, Losses for any Allocation Year shall be allocated to the Members in proportion to their respective Common Interest percentages.

5.3 *Special Allocations.* The following special allocations shall be made in the following order:

*(a)* *Minimum Gain Chargeback.* Except as otherwise provided in Treas. Reg. §1.704-2(0, notwithstanding any other provision of this Article V, if there is a net decrease in Company Minimum Gain during any Allocation Year, each Member shall be specially allocated items of Company income and gain for such Allocation Year (and, if necessary, subsequent Allocation Years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Treas. Reg. § 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Treas. Regs. §1.704-2(f)(6) and 1.704-2(j)(2). This Section 5.3(a) is intended to comply with the minimum gain chargeback requirement in Treas. Reg. § 1.704-2(f) and shall be interpreted consistently therewith.

*(b)* *Member Minimum Gain Chargeback.* Except as otherwise provided in Treas. Reg. §1.704-2(i)(4), notwithstanding any other provision of this Article V, if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any Allocation Year, each Member who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Treas. Reg. §1.704-(2)(i)(5), shall be specially allocated items of Company income and gain for such Allocation Year (and, if necessary, subsequent Allocation Years) in an amount equal to such Member's share of the net decrease in Member Nonrecourse Debt, determined in accordance with Treas. Reg. §1.704-(2)(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Treas. Regs. §1.704-2(i)(4) and 1.704-2(j)(2). This Section 5.3(b) is intended to comply with the minimum gain chargeback requirement in Treas. Reg. §1.704-2(i)(4) and shall be interpreted consistently therewith.

(c) *Qualified Income Offset.* In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Treas. Reg. §1.704-1(b)(2)(ii)(d)(4), Treas. Reg. §1.704-1(b)(2)(ii)(d)(5), or Treas. Reg. § 1.704-1(b)(2)(ii)(d)(6), items of Company income and gain shall be specially allocated to such Member in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of the Member as quickly as possible, provided that an allocation pursuant to this Section 5.3(c) shall be made only if and to the extent that the Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article V have been tentatively made as if this Section 5.3(c) were not in the Agreement.

*(d)* *Gross Income Allocation.* In the event any Member has a deficit Capital Account at the end of any Allocation Year that is in excess of the sum of (i) the amount such Member is obligated to restore pursuant to the penultimate sentences of Treas. Reg. §1.704-2(g)(1) and Treas. Reg. §1.704-2(i)(5), each such Member shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 5.3(d) shall be made only if and to the extent that such Member would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Article V have been made as if Section 5.3(c) and this Section 5.3(d) were not in the Agreement.

*(e)* *Nonrecourse Deductions.* Nonrecourse Deductions for any Allocation Year shall be specially allocated to the Members in proportion to their respective Common Interest percentages.

*(f)* *Member Nonrecourse Deductions.* Any Member Nonrecourse Deductions for any Allocation Year shall be specially allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Treas. Reg. §1.704-2(i)(1).

*(g)* *Section 754 Adjustments.* To the extent an adjustment to the adjusted tax basis of any Company asset, pursuant to Sections 734(b) or 743(b) of the Code is required, pursuant to Treas. Reg. §1.704-1(b)(2)(iv)(m)(2) or Treas. Reg. §1.704- 1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as the result of a distribution to a Member in complete liquidation of such Member's interest in the Company, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Members in accordance with their interests in the Company in the event Treas. Reg. § 1.704-1(b)(2)(iv)(m)(2) applies, or to the Member to whom such distribution was made in the event Treas. Reg. § 1.704-1(b)(2)(iv)(m)(4) applies.

(h) *Allocations Relating to Taxable Issuance of Common Interests.* Any income, gain, loss, or deduction realized as a direct or indirect result of the issuance of Common Interests by the Company to a Member (the "Issuance Items") shall be allocated among the Members so that, to the extent possible, the net amount of such Issuance Items, together with all other allocations under this Agreement to each Member shall be equal to the net amount that would have been allocated to each such Member if the Issuance Items had not been realized.

5.4 *Curative Allocations.* The allocations set forth in Sections 5.3(a), 5.3(b), 5.3(c), 5.3(d), 5.3(e), 5.3(f), 5.3(g), and 5.5 (the "Regulatory Allocations") are intended to comply with certain requirements of the Regulations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss, or deduction pursuant to this Section 5.4. Therefore, notwithstanding any other provision of this Article V (other than the Regulatory Allocations), the Board

shall make such offsetting special allocations of Company income, gain, loss, or deduction in whatever manner it determines appropriate so that, after such offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of the Agreement and all Company items were allocated pursuant to Sections 5.1, 5.2, and 5.3(h).

5.5 *Loss Limitation.* Losses allocated pursuant to Section 5.2 hereof shall not exceed the maximum amount of Losses that can be allocated without causing any Member to have an Adjusted Capital Account Deficit at the end of any Allocation Year. In the event some but not all of the Members would have Adjusted Capital Account Deficits as a consequence of an allocation of Losses pursuant to Section 5.2 hereof, the limitation set forth in this Section 5.5 shall be applied on a Member by Member basis and Losses not allocable to any Member as a result of such limitation shall be allocated to the other Members in accordance with the positive balances in such Member's Capital Accounts so as to allocate the maximum permissible Losses to each Member under Treas. Reg. §1.704-1(b)(2)(ii)(d).

5.6 *Other Allocation Rules.*

(a) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the Board using any permissible method under Section 706 of the Code and the Regulations thereunder.

(b) The Members are aware of the income tax consequences of the allocations made by this Article V and hereby agree to be bound by the provisions of this Article V in reporting their shares of Company income and loss for income tax purposes.

(c) Solely for purposes of determining a Member's proportionate share of the "excess nonrecourse liabilities" of the Company within the meaning of Treas. Reg. §1.752-3(a)(3), the Members' interests in Company profits are in proportion to their respective Common Interest percentages.

To the extent permitted by Treas. Reg. §1.704-2(h)(3), the Board shall endeavor to treat distributions of Net Cash Flow as having been made from the proceeds of a Nonrecourse Liability or a Member Nonrecourse Debt only to the extent that such distributions would cause or increase an Adjusted Capital Account Deficit for any Member.

5.7 *Tax Allocations: Section 704(c) of the Code.* In accordance with Section 704(c) of the Code and the Regulations thereunder, income, gain, loss, and deduction with respect to any Property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such Property to the Company for federal income tax purposes and its initial Gross Asset Value (computed in accordance with the

definition of Gross Asset Value) using the "traditional method" as described in Treas. Reg. §1.704-3(b)(1).

In the event the Gross Asset Value of any Company asset is adjusted pursuant to subparagraph (ii) of the definition of Gross Asset Value, subsequent allocations of income, gain, loss, and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Section 704(c) of the Code and the Regulations thereunder.

Any elections or other decisions relating to such allocations shall be made by the Board in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 5.7 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits, Losses, other items, or distributions pursuant to any provision of this Agreement.

## ARTICLE VI
## CAPITAL STRUCTURE AND CONTRIBUTIONS

6.1 *Capital Structure.* The capital structure of the Company shall consist of one class of limited liability company interests (the "Common Interests"). All Common Interests shall be identical with each other in every respect. Each Member shall own the percentage of Common Interests set forth beside such Member's name on Schedule A.

6.2 *Capital Contributions.* From time to time, the Members may determine that the Company requires capital and may make contributions of cash and other property ("Capital Contributions") in an amount determined by the Members.

6.3 *Revaluation of Capital Accounts.* The Capital Accounts of the Members immediately prior to the Initial Distribution shall be adjusted to equal their respective fair market values as permitted by clause (ii)(B) of the definition of "Gross Asset Value".

6.4 *Certificates.* The Company hereby irrevocably elects that all membership interests in the Company shall be securities governed by Article 8 of the Uniform Commercial Code of Delaware and may be represented by certificates. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in NRG Texas Power LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend. All certificates for membership interests shall designate such interests as a percentage interest as set forth Schedule A hereto.

## ARTICLE VII
## DISTRIBUTIONS

7.1 *Distributions.*

(a) From time to time prior to the commencement of winding up under Section 8.2, the Board shall determine in its reasonable judgment to what extent (if any) the Company's cash on hand exceeds its current and anticipated needs, including, without limitation, for operating expenses, debt service, acquisitions, and a reasonable contingency reserve. If such an excess exists, the Board shall cause the Company to distribute to the Members, in accordance with their respective Common Interest percentages, an amount in cash equal to that excess.

(b) From time to time after the Initial Distribution the Board also may cause cash or other property of the Company to be distributed to the Members. Such distribution(s) must be made in accordance with their respective Common Interest percentage, except as otherwise agreed to by the Members, and may be made subject to existing liabilities and obligations.

7.2 *Limitations on Distributions.*

(a) The Company shall make no distributions to the Members except (i) as provided in this Article VII and Article VIII hereof or (ii) as agreed to by all the Members.

(b) A Member may not receive a distribution from the Company to the extent that, after giving effect to the distribution, all liabilities of the Company, other than liabilities to Members on account of their Capital Contributions, would exceed the fair value of the Company's assets.

(c) To the extent a Member receives a distribution of Company property which is Section 751 Property, Other Property, or both, the Company may make a true-up distribution and/or take other appropriate actions (including increasing the amount of any distribution or making special allocations to one ore more of its Members), in consultation with it tax adviser, so that Section 751(b) of the Code will not apply to the distribution.

## ARTICLE VIII
## DISSOLUTION

8.1 *Events of Dissolution.* The Company shall be dissolved and its affairs wound up upon the occurrence of any of the following events (each, an "Event of Dissolution"):

(a) The Members holding a majority of the Common Interests vote for dissolution;

(b) The Board votes for dissolution;

(c) A judicial dissolution of the Company under Section 18-802 of the Act; or

(d) At any time at which there shall be no Members.

8.2 Liquidation and Termination. On dissolution of the Company, the Board may appoint one or more other Persons as liquidator (the "Liquidator"). The Liquidator shall proceed diligently to wind up the affairs of the Company and make final distributions as provided in this Agreement. The costs of liquidation shall be borne as a Company expense. Until final distribution, the Liquidator shall continue to operate the Company properties with all of the power and authority of the Board. The steps to be accomplished by the Liquidator are as follows:

(a) as promptly as practicable after dissolution and again after final liquidation, the Liquidator shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company's assets, liabilities, and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable;

(b) the Liquidator shall pay from Company funds all of the debts and liabilities of the Company (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for them (including, without limitation, the establishment of a cash escrow fund for contingent liabilities in such amount and for such term as the Liquidator may reasonably determine); and

(c) all remaining assets of the Company shall be distributed to the Members as follows:

(i) the Liquidator may sell any or all Company property, including to Members, and any resulting gain or loss from each sale shall be computed and allocated to the Capital Accounts of the Members;

(ii) with respect to all Company property that has not been sold, the fair market value of that property shall be determined and the Capital Accounts of the Members shall be adjusted to reflect the manner in which the unrealized income, gain, loss, and deduction inherent in property that has not been reflected in the Capital Accounts previously would be allocated among the Members if there were a taxable disposition of that property for the fair market value of that property on the date of distribution; and

(iii) Company property shall be distributed among the Members in accordance with the positive Capital Account balances of the Members, as determined after taking into account all Capital Account

adjustments for the taxable year of the Company during which the liquidation of the Company occurs (other than those made by reason of this clause (iii)); and those distributions shall be made by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee for its allocable share of costs, expenses, and liabilities previously incurred or for which the Company has committed prior to the date of termination and those costs, expenses, and liabilities shall be allocated to the distributee under this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its Common Interests and all the Company's property. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3 *Compliance with Regulations; Deficit Capital Accounts.* In the event the Company is "liquidated" within the meaning of Treas. Reg. § 1.704-1(b)(2)(ii)(g), distributions shall be made pursuant to this Article VIII to the Members who have positive Capital Accounts in compliance with Treas. Reg. § 1.704-1(b)(2)(ii)(b)(2). If any Member has a deficit balance in his Capital Account (after giving effect to all contributions, distributions and allocations for all Allocation Years, including the Allocation Year during which such liquidation occurs), such Member shall have no obligation to make any contribution to the capital of the Company with respect to such deficit, and such deficit shall not be considered a debt owed to the Company or to any other Person for any purpose whatsoever. In the discretion of the Liquidator, a pro rata portion of the distributions that would otherwise be made to the Members pursuant to this Article VIII may be:

(a) Distributed to a trust established for the benefit of the Members for the purposes of liquidating Company assets, collecting amounts owed to the Company, and paying any contingent or unforeseen liabilities or obligations of the Company. The assets of any such trust shall be distributed to the Members from time to time, in the reasonable discretion of the Liquidator, in the same proportions as the amount distributed to such trust by the Company would otherwise have been distributed to the Members pursuant to Section 8.2 hereof; or

(b) Withheld to provide a reasonable reserve for Company liabilities (contingent or otherwise) and to reflect the unrealized portion of any installment obligations owed to the Company, provided that such withheld amounts shall be distributed to the Members as soon as practicable.

## ARTICLE IX
## TRANSFER OF INTERESTS IN THE COMPANY

Each of the Members may sell, assign, transfer, convey, gift, exchange or otherwise dispose of any or all of its Common Interests and, upon receipt by the Company of a written agreement executed by the person or entity to whom such

Common Interests are to be transferred agreeing to be bound by the terms of this Agreement, such person shall be admitted as a member.

## ARTICLE X
## TAX MATTERS

10.1 *Tax Elections.* The Board shall, without any further consent of the Members being required (except as specifically required herein), make any and all elections for federal, state, local, and foreign tax purposes including, without limitation, any election, if permitted by applicable law: (i) to make the election provided for in Section 6231(a)(1)(B)(ii) of the Code; (ii) to adjust the basis of Property pursuant to Sections 754, 734(b) and 743(b) of the Code, or comparable provisions of state, local or foreign law, in connection with transfers of Common Interests and Company distributions; (iii) with the consent of all of the Members, to extend the statute of limitations for assessment of tax deficiencies against the Members with respect to adjustments to the Company's federal, state, local or foreign tax returns; and (iv) to the extent provided in Section 6221 through 6231 of the Code and similar provisions of federal, state, local or foreign law, to represent the Company and the Members before taxing authorities or courts of competent jurisdiction in tax matters affecting the Company or the Members in their capacity as Members, and to file any tax returns and execute any agreements or other documents relating to or affecting such tax matters, including agreements or other documents that bind the Members with respect to such tax matters or otherwise affect the rights of the Company and the Members. NRG Energy, Inc. is specifically authorized to act as the "Tax Matters Member" under the Code and in any similar capacity under state or local law.

10.2 *Tax Information.* Necessary tax information shall be delivered to each Member as soon as practicable after the end of each fiscal year of the Company.

## ARTICLE XI
## EXCULPATION AND INDEMNIFICATION

11.1 *Exculpation.* Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, none of the Members, Managers, or any officers, directors, stockholders, partners, employees, affiliates, representatives or agents of any of the foregoing, nor any officer, employee, representative or agent of the Company (individually, a "Covered Person" and, collectively, the "Covered Persons") shall be liable to the Company or any other person bound by this Agreement for any act or omission (in relation to the Company, its property or the conduct of its business or affairs, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted by a Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

11.2 *Indemnification.* To the fullest extent permitted by law, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative ("Claims"), in which the Covered Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Section 11.2 with respect to (i) any Claim with respect to which such Covered Person has engaged in fraud, willful misconduct, bad faith or gross negligence or (ii) any Claim initiated by such Covered Person unless such Claim (or part thereof) (A) was brought to enforce such Covered Person's rights to indemnification hereunder or (B) was authorized or consented to by the Board. Expenses incurred by a Covered Person in defending any Claim shall be paid by the Company in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Section 11.2.

11.3 *Amendments.* Any repeal or modification of this Article 11 by the Members shall not adversely affect any rights of such Covered Person pursuant to this Article 8, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

## ARTICLE XII
## MISCELLANEOUS

12.1 *Amendments.* Amendments to this Agreement and to the Certificate of Formation shall be approved in writing by the Members owning a majority of the Common Interests. An amendment shall become effective as of the date specified in the approval of the Members or if none is specified as of the date of such approval or as otherwise provided in the Act.

12.2 *Severability.* If any provision of this Agreement is held to be invalid or unenforceable for any reason, such provision shall be ineffective to the extent of such invalidity or unenforceability; *provided, however,* that the remaining provisions will continue in full force without being impaired or invalidated in any way unless such invalid or unenforceable provision or clause shall be so significant as to materially affect the expectations of the Members regarding this Agreement. Otherwise, any invalid or unenforceable provision shall be replaced by the Members with a valid provision which most closely approximates the intent and economic effect of the invalid or unenforceable provision.

12.3 *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the principles of conflicts of laws thereof.

12.4 *Limited Liability Company.* The Members intend to form a limited liability company and do not intend to form a partnership under the laws of the State of Delaware or any other laws.

**[SIGNATURE PAGE FOLLOWS]**



IN WITNESS WHEREOF, the undersigned have duly executed this Limited Liability Company Agreement as of the day first above written.

**NRG TEXAS LLC**

By: /s/ Edmund D. Daniels
Name: Edmund D. Daniels
Title: Manager
Vice-President and Secretary

Signature Page to Limited Liability Company Agreement

**SCHEDULE A**

| MEMBER | ADDRESS | PERCENTAGE OF COMMON INTERESTS |
|---|---|---|
| NRG Texas LLC | 211 Carnegie Center<br>Princeton, NJ 08540 | 100.00 |

**SCHEDULE B**

1. Certificate of Formation of the Company, filed with the Secretary of State of Delaware on June 28, 2007.

2. Restructuring Agreement dated June 29, 2007, by and among the Company, NRG Texas LLC, New Genco GP LLC, New Genco LP LLC and NRG Texas LP.

**Schedule C**

**Common Interest Certificate**

See attached.

**Organized Under the Laws of the State of Delaware**

**NRG TEXAS POWER LLC**

This certifies that NRG Texas LLC (the "Member") is the owner of 100% of the fully paid and non-assessable Common Interests of NRG Texas Power LLC (the "Company") transferable only on the books of the Company by the holder thereof in person or by duly authorized Attorney upon surrender of this Certificate properly endorsed.

The Common Interests evidenced by this Certificate entitle the Member to certain rights and subject the Member to certain restrictions and covenants more particularly set forth in the Limited Liability Company Agreement of the Company dated as of June 28, 2007, as may be amended from time to time (the "LLC Agreement"), as well as the Delaware Limited Liability Company Act. A copy of the LLC Agreement may be obtained from the Company upon request. This Certificate is not negotiable and cannot pass legal title to the Common Interests. The units can only be transferred upon compliance with the LLC Agreement.

IN WITNESS WHEREOF, the Company has caused this Certificate to be duly executed as of the day of July, 2007.

| | |
|---|---|
| Secretary | President |

**THE COMMON INTERESTS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER. THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE, AND MAY NOT BE OFFERED FOR SALE, SOLD OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS, OR PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS.**

**THIS CERTIFICATE EVIDENCES AN INTEREST IN NRG TEXAS POWER LLC AND SHALL BE A SECURITY FOR PURPOSES OF ARTICLE 8 OF THE UNIFORM COMMERCIAL CODE.**

**Exhibit 3.165**

**STATE OF DELAWARE**
**CERTIFICATE OF AMENDMENT**

1. Name of Limited Liability Company: Legends Energy LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

1. The name of the limited liability company is Pennywise Power LLC.

**IN WITNESS WHEREOF,** the undersigned have executed this Certificate on the 28th day of September, A.D. 2010.

By: /s/ Przychodzki
Authorized Person(s)

Name: Lynne Przychodzki
Print or Type

**STATE OF DELAWARE**
**CERTIFICATE OF AMENDMENT**

1. Name of Limited Liability Company:
Reliant Energy Services Texas, LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

1. The name of the limited liability company is Legends Energy LLC.

**IN WITNESS WHEREOF,** the undersigned have executed this Certificate on the 1st day of September, A.D. 2010.

By: /s/ Przychodzki
Authorized Person(s)

Name: Lynne Przychodzki
Print or Type

**Exhibit 3.166**

**AMENDED AND RESTATED**
**LIMITED LIABILITY COMPANY AGREEMENT**
**OF**
**RELIANT ENERGY TEXAS RETAIL, LLC**
**a Delaware Limited Liability Company**

THIS LIMITED LIABILITY COMPANY AGREEMENT (this **"Agreement"**) of RELIANT ENERGY TEXAS RETAIL, LLC (the **"Company"**), dated as of May 1, 2009 is adopted by, and executed and agreed to, for good and valuable consideration, by the sole member of the Company, NRG Energy, Inc., a Delaware corporation.

**ARTICLE I**
**DEFINITIONS**

1.1 *Definitions.* As used in this Agreement, the following terms have the following meanings:

"Act" means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

"Agreement" has the meaning given that term in the introductory paragraph.

"Capital Contribution" means the aggregate contribution by a Member to the capital of the Company.

"Certificate" has the meaning given that term in Section 2.1.

"Company" means Reliant Energy Texas Retail, LLC, a Delaware limited liability company.

"Dispose," "Disposed," "Disposing" or "Disposition" means a sale, assignment, transfer, exchange, mortgage, pledge, grant of a security interest or other disposition or encumbrance (including, without limitation, by operation of law) or the acts thereof.

"Incapacity" or "Incapacitated" means (a) with respect to a natural person, the bankruptcy, death, incompetency or insanity of such person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

"Majority Members" means Members holding a majority of the Units owned by all Members or if there is only one Member, such Member.

"Member" means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

"Person" means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

"Proceeding" has the meaning given such term in Section 5.1.

"Units" means the units of each Member representing such Member's interest in the income, gains, losses, deductions and expenses of the Company as set forth on Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2 *Construction.* Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

## ARTICLE II
## ORGANIZATION

2.1 *Formation.* The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the "**Certificate**") under and pursuant to the Act.

2.2 *Name.* The name of the Company is "Reliant Energy Texas Retail, LLC" and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3 *Registered Office; Registered Agent; Principal Office; Other Offices.* The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4 *Purposes.* The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5 *Foreign Qualification.* Prior to the Company's conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6 *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7 *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8 *Unit Certificates.* The number of authorized Units shall initially be one thousand (1,000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, shall be recorded in a register thereof maintained by the Company, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine.

## ARTICLE III
## MEMBERS, UNITS AND DISTRIBUTIONS

3.1 *Members.*

(a) The names, residence, business or mailing addresses of the Members and the number of Units owned by each Member are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and the number of Units owned by such Member.

3.2 *Liability of Members.* Except as otherwise required by applicable law and as explicitly set forth in this Agreement, no Member shall have any personal liability whatsoever in its capacity as a Member, whether to the Company, to any of the Members, to the creditors of the

Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company, and therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein. To the extent that, at law or in equity, a Member or other Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or another Person, such Member or other Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement.

3.3 *Member Units.* Each Member's interest in the Company, including such Member's interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4 *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5 *Distributions.* Subject to the provisions of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment, or the making of provision for the payment when due, of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

## ARTICLE IV
## MANAGEMENT

4.1 *Management by the Members.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Majority Members, and the Majority Members shall make all decisions and take all actions for the Company.

4.2 *Actions by Members; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Majority Members shall act through (i) meetings and written consents pursuant to Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles (including, without limitation, chairman, chief executive officer, president, vice president, secretary, assistant secretary, treasurer and assistant treasurer) to any such Persons and delegate to such other individuals certain authority and duties. Any number of titles may be held by the same individual. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3 *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Majority Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4 *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5 *Conflicts of Interest.* Each Member and officer of the Company at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation to offer to the Company or any other Member or officer the right to participate therein. The Company may transact business with any Member, officer or affiliate thereof *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6 *Officers.*

(a) The Majority Members may, from time to time, designate one or more persons to be officers of the Company. No officer need be a resident of the State of Delaware, or a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

## ARTICLE V
## INDEMNIFICATION

5.1 *Exculpation.* Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, none of the Members, managers, or any other officers, directors, stockholders, partners, employees, affiliates, representatives or agents of any of the foregoing, nor any officer, employee, representative or agent of the Company (individually, a "Covered Person" and collectively, the "Covered Persons") shall be liable to the Company or any other person bound by this Agreement for any act or omission (in relation to the Company, its property or the conduct of its business or affairs, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted by a Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith or gross negligence.

5.2 *Indemnification.* To the fullest extent permitted by law, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative ("Claims"), in which the Covered Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Section 5.2 with respect to (i) any

Claim with respect to which such Covered Person has engaged in fraud, willful misconduct, bad faith or gross negligence or (ii) any Claim initiated by such Covered Person unless such Claim (or part thereof) (A) was brought to enforce such Covered Person's rights to indemnification hereunder or (B) was authorized or consented to by the Board. Expenses incurred by a Covered Person in defending any Claim shall be paid by the Company in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Section 5.2.

5.3 *Amendments.* Any repeal or modification of this Article V by the Members shall not adversely affect any rights of such Covered Person pursuant to this Article V, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

## ARTICLE VI
## TAXES AND BOOKS

6.1 *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2 *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

## ARTICLE VII
## TRANSFERS

7.1 *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member's Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2 *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7.3 *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of

such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4 *Effect of Assignment.*

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5 *Effect of Incapacity.* Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

## ARTICLE VIII
## DISSOLUTION, LIQUIDATION AND TERMINATION

8.1 *Dissolution.* The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

(a) the written consent of the Majority Members;

(b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or

(c) on the date set forth in the Certificate.

8.2 *Liquidation and Termination.* On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

(a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses

incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and

(b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3 *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

## ARTICLE IX
## GENERAL PROVISIONS

9.1 *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested or by delivering that writing to the recipient in person, by courier, or by facsimile transmission; and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it. All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

9.2 *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3 *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance

by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4 *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5 *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6 *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7 *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

* * * * * *



IN WITNESS WHEREOF, the sole Member has executed this Agreement as of the date first set forth above.

SOLE MEMBER:

**NRG ENERGY, INC.**
Its: Sole Member

By: /s/ Christopher S. Sotos
Name: Christopher S. Sotos
Title: Vice President and Treasurer

COMPANY:

RELIANT ENERGY TEXAS RETAIL, LLC

By: /s/ Christopher S. Sotos
Name: Christopher S. Sotos
Title: Treasurer

*SCHEDULE A*

| MEMBERS | UNITS |
|---|---|
| NRG Energy, Inc.<br>211 Carnegie Center<br>Princeton, New Jersey 08540 | 1,000 |
| **TOTAL** | **1,000** |

**Exhibit 3.167**

**CERTIFICATE OF FORMATION**

**OF**

**RE RETAIL RECEIVABLES, LLC**

This CERTIFICATE OF FORMATION of RE RETAIL RECEIVABLES, LLC (the "Company"), dated as of June 11, 2002, is being duly executed and filed by William S. Waller, Jr., as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (6 Del.C. § 18-101, et seq.) (the "Act").

1. The name of the limited liability company formed hereby is RE Retail Receivables, LLC.

2. The address of the registered office of the Company in the State of Delaware is c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.

3. The name and address of the registered agent for service of process on the Company in the State of Delaware is c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.

4. The nature of the business or purposes to be conducted or promoted by the Company is limited solely to (A) owning, maintaining, and servicing all receivables transferred to the Company, (B) acquiring interests in such receivables from Reliant Energy Retail Services, LLC, a Delaware limited liability company, and StarEn Power, LLC, a Delaware limited liability company, (C) entering into, performing under, and complying with a receivables sale agreement with Reliant Energy Retail Services, LLC and StarEn Power, LLC for the acquisition of such receivables, (D) entering into, performing under, and complying with a receivables purchase agreement with Reliant Energy Retail Services, LLC, as servicer, and one or more trusts, banks, financial institutions, commercial paper issuers, or similar entities for the sale of an interest in, or the grant of a security interest in, such receivables, (E) investing the proceeds derived from the sale or ownership of the receivables as determined by the Company's Board of Directors, and (F) engaging in all required and any permissible activities in connection with the foregoing. The Company shall not engage in any business or activity other than as set forth herein.

5. The Company's Board of Directors shall at all times include at least one Independent Director meeting the specifications set forth in its limited liability company agreement. The Company shall cause each Independent Director to be paid a reasonable annual salary each year. In the event of the death, incapacity, resignation, or removal of an Independent Director, the Board of Directors shall promptly appoint a replacement Independent Director; provided, however, that the Board of Directors shall not vote on any matter unless and until a replacement Independent Director has been appointed to serve on the Board and such replacement Independent Director has accepted his or her appointment as provided in the limited liability company agreement.

IN WITNESS WHEREOF, the undersigned does hereby execute and file this Certificate of Formation, as of the date first above written.

/s/ William S. Waller
William S. Waller, Jr., Authorized Person

*STATE OF DELAWARE*
*SECRETARY OF STATE*
*DIVISION OF CORPORATIONS*
*FILED 10: 00 AM 02/05/2003*
*030076068 - 3531400*

Certificate of Amendment to Certificate of Formation

of

RE RETAIL RECEIVABLES, LLC

It is hereby certified that:

1. The name of the limited liability company (hereinafter called the "limited liability company") is RE RETAIL RECEIVABLES, LLC.

2. The certificate of formation of the limited liability company is hereby amended by striking out the statement relating to the limited liability company's registered agent and registered office and by substituting in lieu thereof the following new statement:

"The address of the registered office and the name and the address of the registered agent of the limited liability company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act are Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, DE 19808."

Executed on December 6, 2002.

/s/ Hugh Rice Kelly
Hugh Rice Kelly, Authorized Person

*State of Delaware*
*Secretary of State*
*Division of Corporations*
*Delivered 02:28 PM 09/29/2003*
*FILED 02:22 PM 09/29/2003*
*SRV 030625072 - 3531400 FILE*

**STATE OF DELAWARE**

**CERTIFICATE OF AMENDMENT**
**OF**
**RE RETAIL RECEIVABLES, LLC**

1. Name of Limited Liability Company: RE Retail Receivables, LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

Delete Paragraph 4 thereof and replace it in its entirety with the following:

"4. The nature of the business or purposes to be conducted or promoted by the Company is limited solely to (A) owning, maintaining, and servicing all receivables transferred to the Company, (B) acquiring interests in such receivables from other direct and indirect subsidiaries of Reliant Resources, Inc., a Delaware corporation, which subsidiaries are engaged in the retail sale of electricity, (C) entering into, performing under, and complying with any receivables sale agreements with other direct and indirect subsidiaries of Reliant Resources, Inc. engaged in the retail sale of electricity for the acquisition of such receivables, (D) entering into, performing under, and complying with any receivables purchase agreements with any other direct or indirect subsidiaries of Reliant Resources, Inc., as servicer(s), and one or more trusts, banks, financial institutions, commercial paper issuers, or similar entities for the sale of an interest in, or the grant of a security interest in, such receivables, (E) investing the proceeds derived from the sale or ownership of the receivables as determined by the Company's Board of Directors, and (F) engaging in all required and any permissible activities in connection with the foregoing. The Company shall not engage in any business or activity other than as set forth herein."

IN WITNESS WHEREOF, the undersigned has executed this Certificate on the 29th day of September, 2003.

**RELAINT ENERGY RETAIL SERVICES, LLC,** as sole member of RE Retail Receivables, LLC

By: /s/ Rex Clevenger
Rex Clevenger
Senior Vice President - Finance

CERTIFICATE OF AMENDMENT

OF

RE RETAIL RECEIVABLES, LLC

1. The name of the limited liability company is: RE Retail Receivables, LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

"2. The address of its registered office in the State of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company."

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of RE Retail Receivables, LLC, this 1st day of May, 2009.

RE RETAIL RECEIVABLES, LLC

By: /s/ Lynne Przychodzki
Lynne Przychodzki
Authorized Person

*State of Delaware*
*Secretary of State*
*Division of Corporations*
*Delivered 03:01 PM 05/01/2009*
*FILED 02:31 PM 05/01/2009*
*SRV 090420597 - 3531400 FILE*

**Exhibit 3.168**

**THIRD AMENDED & RESTATED LIMITED LIABILITY COMPANY AGREEMENT**
**OF**
**RE Retail Receivables, LLC**
**a Delaware Limited Liability Company**

THIS THIRD AMENDED & RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this **"Agreement"**) of RE Retail Receivables, LLC (the **"Company"**), dated as of October 5, 2009 is adopted by, and executed and agreed to, for good and valuable consideration, by the Sole Member of the Company, Reliant Energy Retail Services, LLC, Delaware limited liability company.

## ARTICLE I
## DEFINITIONS

1.1 *Definitions.* As used in this Agreement, the following terms have the following meanings:

"Act" means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

"Agreement" has the meaning given that term in the introductory paragraph.

"Capital Contribution" means the aggregate contribution by a Member to the capital of the Company.

"Certificate" has the meaning given that term in Section 2.1.

"Company" means RE Retail Receivables, LLC, a Delaware limited liability company.

"Dispose," "Disposed," "Disposing" or "Disposition" means a sale, assignment, transfer, exchange, mortgage, pledge or other disposition (including, without limitation, by operation of law); provided, however, that this definition does not include the granting and/ or perfection of a security interest lien or encumbrance.

"Incapacity" or "Incapacitated" means (a) with respect to a natural person, the bankruptcy, death, incompetency or insanity of such person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

"Majority Members" means Members holding a majority of the Units owned by all Members or if there is only one Member, such Member.

"Member" means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

"Person" means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

"Proceeding" has the meaning given such term in Section 5.1.

"Units" means the units of each Member representing such Member's interest in the income, gains, losses, deductions and expenses of the Company as set forth on Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2 *Construction.* Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

## ARTICLE II
## ORGANIZATION

2.1 *Formation.* The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the **"Certificate"**) under and pursuant to the Act.

2.2 *Name.* The name of the Company is "RE Retail Receivables, LLC" and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3 *Registered Office; Registered Agent; Principal Office; Other Offices.* The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4 *Purposes.* The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5 *Foreign Qualification.* Prior to the Company's conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6 *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7 *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venture, of any other Member, for any purposes other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8 *Unit Certificates.* The number of authorized Units shall initially be one thousand (1,000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, shall be recorded in a register thereof maintained by the Company, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine.

## ARTICLE III
## MEMBERS, UNITS AND DISTRIBUTIONS

3.1 *Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2 *Liability of Members.* Except as otherwise required by applicable law and as explicitly set forth in this Agreement, no Member shall have any personal liability whatsoever in its capacity as a Member, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other

obligations of the Company or for any losses of the Company, and therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein. To the extent that, at law or in equity, a Member or other Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or another Person, such Member or other Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement.

3.3 *Member Units.* Each Member's interest in the Company, including such Member's interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4 *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5 *Distributions.* Subject to the provision of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

## ARTICLE IV
## MANAGEMENT

4.1 *Management by the Members.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Majority Members, and the Majority Members shall make all decisions and take all actions for the Company.

4.2 *Actions by Members; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Majority Members shall act through (i) meetings and written consents pursuant to Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles (including, without limitation, chairman, chief executive officer, president, vice president, secretary, assistant secretary, treasurer and assistant treasurer) to any such Persons and delegate to such other individuals certain authority and duties. Any number of titles may be-held by the same individual. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3 *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Majority Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4 *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5 *Conflicts of Interest.* Each Member and officer of the Company at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation to offer to the Company or any other Member or officer the right to participate therein. The Company may transact business with any Member, officer or affiliate thereof *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6 *Officers.*

(a) The Majority Members may, from time to time, designate one or more persons to be officers of the Company. No officer need be a resident of the State of Delaware, or a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

**ARTICLE V**
**INDEMNIFICATION**

5.1 *Exculpation.* Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, none of the Members, managers, or any other officers, directors, stockholders, partners, employees, affiliates, representatives, or agents of any of the foregoing, nor any officer, employee, representative or agent of the Company (individually, a "Covered Person" and collectively, the "Covered Persons") shall be liable to the Company or any other person bound by this Agreement for any act or omission (in relation to the Company, its property or the conduct of its business or affairs, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted by a Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

5.2 *Indemnification.* To the fullest extent permitted by law, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative ("Claims"), in which the Covered Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Section 5.2 with respect to (i) any



Claim with respect to which such Covered Person has engaged in fraud, willful misconduct, bad faith or gross negligence or (ii) any Claim initiated by such Covered Person unless such Claim (or part thereof) (A) was brought to enforce such Covered Person's rights to indemnification hereunder or (B) was authorized or consented to by the Board. Expenses incurred by a Covered Person in defending any Claim shall be paid by the Company in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Section 5.2.

5.3 *Amendments.* Any repeal or modification of this Article V by the Members shall not adversely affect any rights of such Covered Person pursuant to this Article V, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

**ARTICLE VI**
**TAXES AND BOOKS**

6.1 *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2 *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

**ARTICLE VII**
**TRANSFERS**

7.1 *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member's Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2 *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7.3 *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of

such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4 *Effect of Assignment.*

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5 *Effect of Incapacity.* Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

## ARTICLE VIII
## DISSOLUTION, LIQUIDATION AND TERMINATION

8.1 *Dissolution.* The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

(a) the written consent of the Majority Members; and

(b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or

(c) on the date set forth in the Certificate.

8.2 *Liquidation and Termination.* On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

(a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses

incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and

(b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3 *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

## ARTICLE IX
## GENERAL PROVISIONS

9.1 *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested or by delivering that writing to the recipient in person, by courier, or by facsimile transmission; and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it. All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

9.2 *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3 *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance

by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4 *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5 *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6 *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7 *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

* * * * * *

IN WITNESS WHEREOF, the Sole Member has executed this Agreement as of the date first set forth above.

SOLE MEMBER:

**Reliant Energy Retail Services, LLC**
Its: Sole Member

By: /s/ Christopher Sotos
Name: Christopher Sotos
Title: Vice President

***SCHEDULE A***

| MEMBERS | UNITS |
|---|---|
| Reliant Energy Retail Services, LLC | 1,000 |
| **TOTAL** | 1,000 |

**Exhibit 3.169**

*State of Delaware*
*Secretary of State*
*Division of Corporations*
*Delivered 01:01 PM 04/17/2006*
*FILED 12:56 PM 04/17/2006*
*SRV 060354457 - 4142914 FILE*

**STATE *of* DELAWARE**
**LIMITED LIABILITY COMPANY**
**CERTIFICATE OF FORMATION**

In accordance with the provisions of Section 18-201 of the Delaware Limited Liability Company Act, the undersigned submits the following Certificate of Formation and certifies as follows:

**FIRST:** The name of the limited liability company is Reliant Energy Power Supply, LLC.

**SECOND:** The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400 in the City of Wilmington, Delaware 19808. The name of its Registered agent at such address is Corporation Service Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Reliant Energy Power Supply, LLC this 17th day of April, 2006.

BY: /s/ Janet K. Greene
Janet K. Greene
Authorized Person

*State of Delaware*
*Secretary of State*
*Division of Corporations*
*Delivered 03:00 PM 05/01/2009*
*FILED 02:28 PM 05/01/2009*
*SRV 090420573 - 4142914 FILE*

CERTIFICATE OF AMENDMENT

OF

RELIANT ENERGY POWER SUPPLY, LLC

1. The name of the limited liability company is: Reliant Energy Power Supply, LLC.

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

"2. The address of its registered office in the State of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company."

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of Reliant Energy Power Supply, LLC., this 1st day of May, 2009.

RELIANT ENERGY POWER SUPPLY, LLC

By: /s/ Lynne Przychodzki
Lynne Przychodzki
Authorized Person

**Exhibit 3.170**

**THIRD AMENDED & RESTATED LIMITED LIABILITY COMPANY AGREEMENT**
**OF**
**Reliant Energy Power Supply, LLC**
**a Delaware Limited Liability Company**

THIS THIRD AMENDED & RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this **"Agreement")** of Reliant Energy Power Supply, LLC (the **"Company"**), dated as of October 5, 2009 is adopted by, and executed and agreed to, for good and valuable consideration, by the Sole Member of the Company, Reliant Energy Retail Holdings, LLC, Delaware limited liability company.

**ARTICLE I**
**DEFINITIONS**

1.1 *Definitions.* As used in this Agreement, the following terms have the following meanings:

"Act" means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

"Agreement" has the meaning given that term in the introductory paragraph.

"Capital Contribution" means the aggregate contribution by a Member to the capital of the Company.

"Certificate" has the meaning given that term in Section 2.1.

"Company" means Reliant Energy Power Supply, LLC, a Delaware limited liability company.

"Dispose," "Disposed," "Disposing" or "Disposition" means a sale, assignment, transfer, exchange, mortgage, pledge or other disposition (including, without limitation, by operation of law); provided, however, that this definition does not include the granting and/ or perfection of a security interest lien or encumbrance.

"Incapacity" or "Incapacitated" means (a) with respect to a natural person, the bankruptcy, death, incompetency or insanity of such person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

"Majority Members" means Members holding a majority of the Units owned by all Members or if there is only one Member, such Member.

"Member" means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

"Person" means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

"Proceeding" has the meaning given such term in Section 5.1.

"Units" means the units of each Member representing such Member's interest in the income, gains, losses, deductions and expenses of the Company as set forth on Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2 *Construction.* Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

## ARTICLE II
## ORGANIZATION

2.1 *Formation.* The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the **"Certificate")** under and pursuant to the Act.

2.2 *Name.* The name of the Company is "Reliant Energy Power Supply, LLC" and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3 *Registered Office; Registered Agent; Principal Office; Other Offices.* The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4 *Purposes.* The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5 *Foreign Qualification.* Prior to the Company's conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6 *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7 *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8 *Unit Certificates.* The number of authorized Units shall initially be one thousand (1,000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, shall be recorded in a register thereof maintained by the Company, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine.

## ARTICLE III
## MEMBERS, UNITS AND DISTRIBUTIONS

3.1 *Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2 *Liability of Members.* Except as otherwise required by applicable law and as explicitly set forth in this Agreement, no Member shall have any personal liability whatsoever in its capacity as a Member, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other

obligations of the Company or for any losses of the Company, and therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein. To the extent that, at law or in equity, a Member or other Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or another Person, such Member or other Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement.

3.3 *Member Units.* Each Member's interest in the Company, including such Member's interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4 *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5 *Distributions.* Subject to the provision of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

## ARTICLE IV
## MANAGEMENT

4.1 *Management by the Members.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Majority Members, and the Majority Members shall make all decisions and take all actions for the Company.

4.2 *Actions by Members; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Majority Members shall act through (i) meetings and written consents pursuant to Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles (including, without limitation, chairman, chief executive officer, president, vice president, secretary, assistant secretary, treasurer and assistant treasurer) to any such Persons and delegate to such other individuals certain authority and duties. Any number of titles may be held by the same individual. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3 *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Majority Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4 *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5 *Conflicts of Interest.* Each Member and officer of the Company at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation to offer to the Company or any other Member or officer the right to participate therein. The Company may transact business with any Member, officer or affiliate thereof *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6 *Officers.*

(a) The Majority Members may, from time to time, designate one or more persons to be officers of the Company. No officer need be a resident of the State of Delaware, or a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

## ARTICLE V
## INDEMNIFICATION

5.1 *Exculpation.* Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, none of the Members, managers, or any other officers, directors, stockholders, partners, employees, affiliates, representatives, or agents of any of the foregoing, nor any officer, employee, representative or agent of the Company (individually, a "Covered Person" and collectively, the "Covered Persons") shall be liable to the Company or any other person bound by this Agreement for any act or omission (in relation to the Company, its property or the conduct of its business or affairs, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted by a Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

5.2 *Indemnification.* To the fullest extent permitted by law, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative ("Claims"), in which the Covered Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Section 5.2 with respect to (i) any

Claim with respect to which such Covered Person has engaged in fraud, willful misconduct, bad faith or gross negligence or (ii) any Claim initiated by such Covered Person unless such Claim (or part thereof) (A) was brought to enforce such Covered Person's rights to indemnification hereunder or (B) was authorized or consented to by the Board. Expenses incurred by a Covered Person in defending any Claim shall be paid by the Company in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Section 5.2.

5.3 *Amendments.* Any repeal or modification of this Article V by the Members shall not adversely affect any rights of such Covered Person pursuant to this Article V, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

## ARTICLE VI
## TAXES AND BOOKS

6.1 *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2 *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

## ARTICLE VII
## TRANSFERS

7.1 *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member's Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2 *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7.3 *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of



such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4 *Effect of Assignment.*

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5 *Effect of Incapacity.* Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

## ARTICLE VIII
## DISSOLUTION, LIQUIDATION AND TERMINATION

8.1 *Dissolution.* The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

(a) the written consent of the Majority Members; and

(b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or

(c) on the date set forth in the Certificate.

8.2 *Liquidation and Termination.* On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

(a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses

incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and

(b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3 *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

## ARTICLE IX
## GENERAL PROVISIONS

9.1 *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested or by delivering that writing to the recipient in person, by courier, or by facsimile transmission; and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it. All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

9.2 *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3 *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance

by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4 *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5 *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6 *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7 *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

* * * * * *

IN WITNESS WHEREOF, the Sole Member has executed this Agreement as of the date first set forth above.

SOLE MEMBER:

**Reliant Energy Retail Holdings, LLC**
Its: Sole Member

By: /s/ Christopher Sotos
Name: Christopher Sotos
Title: President

***SCHEDULE A***

| MEMBERS | UNITS |
|---|---|
| Reliant Energy Retail Holdings, LLC | 1,000 |
| | |
| **TOTAL** | 1,000 |

**Exhibit 3.171**

*STATE OF DELAWARE*
*SECRETARY OF STATE*
*DIVISION OF CORPORATIONS*
*FILED 02:00 PM 08/25/2000*
*001432296 - 3279845*

**CERTIFICATE OF FORMATION**

**OF**

**RELIANT ENERGY RETAIL HOLDINGS, LLC**

This Certificate of Formation of Reliant Energy Retail Holdings, LLC (the "Company") is being executed and filed by the undersigned authorized person for the purpose of forming a limited liability company under the Delaware Limited Liability Company Act (6 Del. Code § 18-101 *et seq.).*

ARTICLE I

The name of the Company is Reliant Energy Retail Holdings, LLC.

ARTICLE II

The address of the registered office of the Company in the County of New Castle, State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, and the name of the registered agent of the Company at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation on August 25, 2000.

Authorized Person

/s/ Richard B. Dauphin
Name: Richard B. Dauphin

*STATE OF DELAWARE*
*SECRETARY OF STATE*
*DIVISION OF CORPORATIONS*
*FILED 10:00 AM 02/05/2003*
*030077855 - 3279845*

Certificate of Amendment to Certificate of Formation

of

RELIANT ENERGY RETAIL HOLDINGS, LLC

It is hereby certified that:

1. The name of the limited liability company (hereinafter called the "limited liability company") is RELIANT ENERGY RETAIL HOLDINGS, LLC.

2. The certificate of formation of the limited liability company is hereby amended by striking out the statement relating to the limited liability company's registered agent and registered office and by substituting in lieu thereof the following new statement:

"The address of the registered office and the name and the address of the registered agent of the limited liability company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act are Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, DE 19808."

Executed on December 6, 2002.

/s/ Hugh Rice Kelly
Hugh Rice Kelly, Authorized Person

DE LL D-: CERTIFICATE OF AMENDMENT TO CHANGE REGISTERED AGENT/REGISTERED OFFICE 09/00 (DELLCCHG)

**CERTIFICATE OF AMENDMENT**

**OF**

**RELIANT ENERGY RETAIL HOLDINGS, LLC**

1. The name of the limited liability company is: Reliant Energy Retail Holdings, LLC.

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

"2. The address of its registered office in the State of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company."

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of Reliant Energy Retail Holdings, LLC., this 1st day of May, 2009.

**RELIANT ENERGY RETAIL HOLDINGS, LLC**

By: /s/ Lynne Przychoozki
Lynne Przychoozki
Authorized Person

*State of Delaware*
*Secretary of State*
*Division of Corporations*
*Delivered 03:00 PM 05/01/2009*
*FILED 02:26 PM 05/01/2009*
*SRV 090420553 - 3279845 FILE*

**Exhibit 3.172**

**THIRD AMENDED & RESTATED LIMITED LIABILITY COMPANY AGREEMENT**
**OF**
**Reliant Energy Retail Holdings, LLC**
**a Delaware Limited Liability Company**

THIS THIRD AMENDED & RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this **"Agreement")** of Reliant Energy Retail Holdings, LLC (the **"Company"),** dated as of October 5, 2009 is adopted by, and executed and agreed to, for good and valuable consideration, by the Sole Member of the Company, RERH Holdings, LLC, a Delaware limited liability company.

**ARTICLE I**
**DEFINITIONS**

1.1 *Definitions.* As used in this Agreement, the following terms have the following meanings:

"Act" means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

"Agreement" has the meaning given that term in the introductory paragraph.

"Capital Contribution" means the aggregate contribution by a Member to the capital of the Company.

"Certificate" has the meaning given that term in Section 2.1.

"Company" means Reliant Energy Retail Holdings, LLC, a Delaware limited liability company.

"Dispose," "Disposed," "Disposing" or "Disposition" means a sale, assignment, transfer, exchange, mortgage, pledge or other disposition (including, without limitation, by operation of law); provided, however, that this definition does not include the granting and/ or perfection of a security interest lien or encumbrance.

"Incapacity" or "Incapacitated" means (a) with respect to a natural person, the bankruptcy, death, incompetency or insanity of such person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

"Majority Members" means Members holding a majority of the Units owned by all Members or if there is only one Member, such Member.

"Member" means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

"Person" means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

"Proceeding" has the meaning given such term in Section 5.1.

"Units" means the units of each Member representing such Member's interest in the income, gains, losses, deductions and expenses of the Company as set forth on Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2 *Construction.* Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

## ARTICLE II
## ORGANIZATION

2.1 *Formation.* The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the **"Certificate")** under and pursuant to the Act.

2.2 *Name.* The name of the Company is "Reliant Energy Retail Holdings, LLC" and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3 *Registered Office; Registered Agent; Principal Office; Other Offices.* The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4 *Purposes.* The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5 *Foreign Qualification.* Prior to the Company's conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6 *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7 *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8 *Unit Certificates.* The number of authorized Units shall initially be one thousand (1,000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, shall be recorded in a register thereof maintained by the Company, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine.

## ARTICLE III
## MEMBERS, UNITS AND DISTRIBUTIONS

3.1 *Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2 *Liability of Members.* Except as otherwise required by applicable law and as explicitly set forth in this Agreement, no Member shall have any personal liability whatsoever in its capacity as a Member, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other

obligations of the Company or for any losses of the Company, and therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein. To the extent that, at law or in equity, a Member or other Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or another Person, such Member or other Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement.

3.3 *Member Units.* Each Member's interest in the Company, including such Member's interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4 *Issuance of Additional Units and Interests*. The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5 *Distributions.* Subject to the provision of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

## ARTICLE IV
## MANAGEMENT

4.1 *Management by the Members.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Majority Members, and the Majority Members shall make all decisions and take all actions for the Company.

4.2 *Actions by Members; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Majority Members shall act through (i) meetings and written consents pursuant to Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles (including, without limitation, chairman, chief executive officer, president, vice president, secretary, assistant secretary, treasurer and assistant treasurer) to any such Persons and delegate to such other individuals certain authority and duties. Any number of titles may be held by the same individual. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3 *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Majority Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4 *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5 *Conflicts of Interest.* Each Member and officer of the Company at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation to offer to the Company or any other Member or officer the right to participate therein. The Company may transact business with any Member, officer or affiliate thereof *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6 *Officers.*

(a) The Majority Members may, from time to time, designate one or more persons to be officers of the Company. No officer need be a resident of the State of Delaware, or a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

## ARTICLE V
## INDEMNIFICATION

5.1 *Exculpation.* Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, none of the Members, managers, or any other officers, directors, stockholders, partners, employees, affiliates, representatives, or agents of any of the foregoing, nor any officer, employee, representative or agent of the Company (individually, a "Covered Person" and collectively, the "Covered Persons") shall be liable to the Company or any other person bound by this Agreement for any act or omission (in relation to the Company, its property or the conduct of its business or affairs, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted by a Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

5.2 *Indemnification.* To the fullest extent permitted by law, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative ("Claims"), in which the Covered Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Section 5.2 with respect to (i) any

Claim with respect to which such Covered Person has engaged in fraud, willful misconduct, bad faith or gross negligence or (ii) any Claim initiated by such Covered Person unless such Claim (or part thereof) (A) was brought to enforce such Covered Person's rights to indemnification hereunder or (B) was authorized or consented to by the Board. Expenses incurred by a Covered Person in defending any Claim shall be paid by the Company in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Section 5.2.

5.3 *Amendments.* Any repeal or modification of this Article V by the Members shall not adversely affect any rights of such Covered Person pursuant to this Article V, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

**ARTICLE VI**
**TAXES AND BOOKS**

6.1 *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2 *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

**ARTICLE VII**
**TRANSFERS**

7.1 *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member's Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2 *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7.3 *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of



such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4 *Effect of Assignment.*

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5 *Effect of Incapacity.* Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

**ARTICLE VIII**
**DISSOLUTION, LIQUIDATION AND TERMINATION**

8.1 *Dissolution.* The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

(a) the written consent of the Majority Members; and

(b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or

(c) on the date set forth in the Certificate.

8.2 *Liquidation and Termination.* On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

(a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses

incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and

(b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3 *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

## ARTICLE IX
## GENERAL PROVISIONS

9.1 *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested or by delivering that writing to the recipient in person, by courier, or by facsimile transmission; and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it. All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

9.2 *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3 *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance

by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4 *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5 *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6 *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7 *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

* * * * *

IN WITNESS WHEREOF, the Sole Member has executed this Agreement as of the date first set forth above.

SOLE MEMBER:

**RERH Holdings, LLC**
Its: Sole Member

By: /s/ Christopher Sotos
Name: Christopher Sotos
Title: Vice President

***SCHEDULE A***

| MEMBERS | UNITS |
|---|---|
| RERH Holdings, LLC | 1,000 |
| **TOTAL** | **1,000** |

**Exhibit 3.173**

*STATE OF DELAWARE*
*SECRETARY OF STATE*
*DIVISION OF CORPORATIONS*
*FILED 02:00 PM 08/25/2000*
*001432283 - 3279840*

**CERTIFICATE OF FORMATION**

**OF**

**RELIANT ENERGY RETAIL SERVICES, LLC**

This Certificate of Formation of Reliant Energy Retail Services, LLC (the "Company") is being executed and filed by the undersigned authorized person for the purpose of forming a limited liability company under the Delaware Limited Liability Company Act (6 Del. Code § 18-101 *et seq.).*

ARTICLE I

The name of the Company is Reliant Energy Retail Services, LLC.

ARTICLE II

The address of the registered office of the Company in the County of New Castle, State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, and the name of the registered agent of the Company at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation on August 25, 2000.

Authorized Person

/s/ Richard B. Dauphin
Name: Richard B. Dauphin

*STATE OF DELAWARE*
*SECRETARY OF STATE*
*DIVISION OF CORPORATIONS*
*FILED 10:00 AM 02/05/2003*
*030077880 - 3279840*

Certificate of Amendment to Certificate of Formation

of

RELIANT ENERGY RETAIL SERVICES, LLC

It is hereby certified that:

1. The name of the limited liability company (hereinafter called the "limited liability company") is RELIANT ENERGY RETAIL SERVICES, LLC.

2. The certificate of formation of the limited liability company is hereby amended by striking out the statement relating to the limited liability company's registered agent and registered office and by substituting in lieu thereof the following new statement:

"The address of the registered office and the name and the address of the registered agent of the limited liability company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act are Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, DE 19808."

Executed on December 6, 2002.

/s/ Hugh Rice Kelly
Hugh Rice Kelly, Authorized Person

DE LL D-: CERTIFICATE OF AMENDMENT TO CHANGE REGISTERED AGENT/REGISTERED OFFICE 09/00 (DELLCCHG)

*State of Delaware*
*Secretary of State*
*Division of Corporations*
*Delivered 10:21 AM 12/31/2004*
*FILED 10:21 AM 12/31/2004*
*SRV 040956857 - 3279840 FILE*

**STATE OF DELAWARE**
**CERTIFICATE OF MERGER**
**MERGING**
**RELIANT ENERGY SOLUTIONS, LLC,**
**A DELAWARE LIMITED LIABILITY COMPANY**
**WITH AND INTO**
**RELIANT ENERGY RETAIL SERVICES, LLC,**
**A DELAWARE LIMITED LIABILITY COMPANY**

Pursuant to the provisions of Section 18-209 of the Delaware Limited Liability Company Act (the "DLLCA"), the undersigned limited liability company executed this Certificate of Merger and certifies as follows:

**FIRST:** The name of the surviving limited liability company is Reliant Energy Retail Services, LLC, a Delaware limited liability company, and the name of the corporation being merged into the surviving limited liability company is Reliant Energy Solutions, LLC, a Delaware limited liability company.

**SECOND:** An Agreement of Merger has been approved and executed by each of the limited liability companies pursuant to Section 18-209(b) of the DLLCA.

**THIRD:** The merger shall be effective as of January 1, 2005.

**FOURTH:** The Agreement of Merger is on file at 1000 Main Street, Houston, Texas 77002, the place of business of the surviving limited liability company.

**FIFTH:** A copy of the Agreement of Merger will be furnished by the surviving limited liability company on request, without cost, to any member of either of the constituent limited liability companies.

IN WITNESS WHEREOF, said surviving limited liability company has caused this certificate to be signed by an authorized officer, the 31st day of December, 2004.

**RELIANT ENERGY RETAIL SERVICES, LLC**

By: /s/ Wendi S. Zerwas
Name: Wendi S. Zerwas
Title: Assistant Secretary

*State of Delaware*
*Secretary of State*
*Division of Corporations*
*Delivered 11:48 AM 02/01/2005*
*FILED 11:48 AM 02/01/2005*
*SRV 050080984 - 3279840 FILE*

**STATE OF DELAWARE**
**CERTIFICATE OF MERGER**
**MERGING**
**RELIANT ENERGY SOLUTIONS HOLDINGS, LLC,**
**A DELAWARE LIMITED LIABILITY COMPANY**
**WITH AND INTO**
**RELIANT ENERGY RETAIL SERVICES, LLC,**
**A DELAWARE LIMITED LIABILITY COMPANY**

Pursuant to the provisions of Section 18-209 of the Delaware Limited Liability Company Act (the "DLLCA"), the undersigned limited liability company executed this Certificate of Merger and certifies as follows:

**FIRST:** The name of the surviving limited liability company is Reliant Energy Retail Services, LLC, a Delaware limited liability company, and the name of the corporation being merged into the surviving limited liability company is Reliant Energy Solutions Holdings, LLC, a Delaware limited liability company.

**SECOND:** An Agreement of Merger has been approved and executed by each of the limited liability companies pursuant to Section 18-209(b) of the DLLCA.

**THIRD**: The merger shall be effective as of February 1, 2005.

**FOURTH:** The Agreement of Merger is on file at 1000 Main Street, Houston, Texas 77002, the place of business of the surviving limited liability company.

**FIFTH:** A copy of the Agreement of Merger will be furnished by the surviving limited liability company on request, without cost, to any member of either of the constituent limited liability companies.

IN WITNESS WHEREOF, said surviving limited liability company has caused this certificate to be signed by an authorized officer, the 31st day of January, 2005.

**RELIANT ENERGY RETAIL SERVICES, LLC**

By: /s/ Wendi S. Zerwas
Name: Wendi S. Zerwas
Title: Assistant Secretary

*State of Delaware*
*Secretary of State*
*Division of Corporations*
*Delivered 10:37 AM 04/29/2005*
*FILED 10:37 AM 04/29/2005*
*SRV 050346656 - 3279840 FILE*

**STATE OF DELAWARE**
**CERTIFICATE OF MERGER**
**OF**
**TEXAS STAR ENERGY COMPANY,**
**A DELAWARE CORPORATION**
**INTO**
**RELIANT ENERGY RETAIL SERVICES, LLC,**
**A DELAWARE LIMITED LIABILITY COMPANY**

Pursuant to Section 264 of the Delaware General Corporation Law and Section 18-209 of the Delaware Limited Liability Company Act (the "DLLCA"), the undersigned limited liability company executed this Certificate of Merger:

**FIRST:** The name of the surviving limited liability company is Reliant Energy Retail Services, LLC, a Delaware limited liability company, and the name of the corporation being merged into the surviving limited liability company is Texas Star Energy Company, a Delaware corporation.

**SECOND:** The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by the surviving limited liability company pursuant to Section 18-209(b) of the DLLCA and the merging corporation pursuant to Section 264(c) of the DGCL.

**THIRD:** The merger shall be effective as of May 1, 2005.

**FOURTH:** The Agreement of Merger is on file at 1000 Main Street, Houston, Texas 77002, the place of business of the surviving limited liability company.

**SIXTH:** A copy of the Agreement of Merger will be furnished by the surviving limited liability company on request, without cost, to any member of the constituent limited liability company or stockholder of the constituent corporation.

IN WITNESS WHEREOF, said surviving limited liability company has caused this certificate to be signed by an authorized person, the 29th day of April, 2005.

**RELIANT ENERGY RETAIL SERVICES, LLC**

By: /s/ Wendi S. Zerwas
Name: Wendi S. Zerwas
Title: Assistant Secretary

*State of Delaware*
*Secretary of State*
*Division of Corporations*
*Delivered 10:35 AM 04/29/2005*
*FILED 10:35 AM 04/29/2005*
*SRV 050346648 - 3279840 FILE*

**STATE OF DELAWARE**
**CERTIFICATE OF MERGER**
**MERGING**
**STAREN POWER, LLC,**
**A DELAWARE LIMITED LIABILITY COMPANY**
**WITH AND INTO**
**RELIANT ENERGY RETAIL SERVICES, LLC,**
**A DELAWARE LIMITED LIABILITY COMPANY**

Pursuant to the provisions of Section 18-209 of the Delaware Limited Liability Company Act (the "DLLCA"), the undersigned limited liability company executed this Certificate of Merger and certifies as follows:

**FIRST:** The name of the surviving limited liability company is Reliant Energy Retail Services, LLC, a Delaware limited liability company, and the name of the corporation being merged into the surviving limited liability company is StarEn Power, LLC, a Delaware limited liability company.

**SECOND:** An Agreement of Merger has been approved and executed by each of the limited liability companies pursuant to Section 18-209(b) of the DLLCA.

**THIRD:** The merger shall be effective as of May 1, 2005.

**FOURTH:** The Agreement of Merger is on file at 1000 Main Street, Houston, Texas 77002, the place of business of the surviving limited liability company.

**FIFTH:** A copy of the Agreement of Merger will be furnished by the surviving limited liability company on request, without cost, to any member of either of the constituent limited liability companies.

IN WITNESS WHEREOF, said surviving limited liability company has caused this certificate to be signed by an authorized officer, the 29th day of April, 2005.

**RELIANT ENERGY RETAIL SERVICES, LLC**

By: /s/ Wendi S. Zerwas
Name: Wendi S. Zerwas
Title: Assistant Secretary

*State of Delaware*
*Secretary of State*
*Division of Corporations*
*Delivered 03:00 PM 05/01/2009*
*FILED 02:22 PM 05/01/2009*
*SRV 090420509 - 3279840 FILE*

**CERTIFICATE OF AMENDMENT**

**OF**

**RELIANT ENERGY RETAIL SERVICES, LLC**

1. The name of the limited liability company is: Reliant Energy Retail Services, LLC.

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

"2. The address of its registered office in the State of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company."

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of Reliant Energy Retail Services, LLC, this 1ST day of May, 2009.

**RELIANT ENERGY RETAIL SERVICES, LLC**

By: /s/ Lynne Przychoozki
Lynne Przychoozki
Authorized Person

**Exhibit 3.174**

**THIRD AMENDED & RESTATED LIMITED LIABILITY COMPANY AGREEMENT**
**OF**
**Reliant Energy Retail Services, LLC**
**a Delaware Limited Liability Company**

THIS THIRD AMENDED & RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this **"Agreement"**) of Reliant Energy Retail Services, LLC (the **"Company"),** dated as of October 5, 2009 is adopted by, and executed and agreed to, for good and valuable consideration, by the Sole Member of the Company, Reliant Energy Retail Holdings, LLC, Delaware limited liability company.

## ARTICLE I
## DEFINITIONS

1.1 *Definitions.* As used in this Agreement, the following terms have the following meanings:

"Act" means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

"Agreement" has the meaning given that term in the introductory paragraph.

"Capital Contribution" means the aggregate contribution by a Member to the capital of the Company.

"Certificate" has the meaning given that term in Section 2.1.

"Company" means Reliant Energy Retail Services, LLC, a Delaware limited liability company.

"Dispose," "Disposed," "Disposing" or "Disposition" means a sale, assignment, transfer, exchange, mortgage, pledge or other disposition (including, without limitation, by operation of law); provided, however, that this definition does not include the granting and/ or perfection of a security interest lien or encumbrance.

"Incapacity" or "Incapacitated" means (a) with respect to a natural person, the bankruptcy, death, incompetency or insanity of such person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

"Majority Members" means Members holding a majority of the Units owned by all Members or if there is only one Member, such Member.

"Member" means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

"Person" means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

"Proceeding" has the meaning given such term in Section 5.1.

"Units" means the units of each Member representing such Member's interest in the income, gains, losses, deductions and expenses of the Company as set forth on Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2 *Construction.* Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

## ARTICLE II
## ORGANIZATION

2.1 *Formation.* The Company *has* been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the **"Certificate"**) under and pursuant to the Act.

2.2 *Name.* The name of the Company is "Reliant Energy Retail Services, LLC" and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3 *Registered Office; Registered Agent; Principal Office; Other Offices.* The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4 *Purposes.* The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5 *Foreign Qualification.* Prior to the Company's conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6 *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7 *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8 *Unit Certificates.* The number of authorized Units shall initially be one thousand (1,000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, shall be recorded in a register thereof maintained by the Company, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine.

## ARTICLE III
## MEMBERS, UNITS AND DISTRIBUTIONS

3.1 *Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2 *Liability of Members.* Except as otherwise required by applicable law and as explicitly set forth in this Agreement, no Member shall have any personal liability whatsoever in its capacity as a Member, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other

obligations of the Company or for any losses of the Company, and therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein. To the extent that, at law or in equity, a Member or other Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or another Person, such Member or other Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement.

3.3 *Member Units.* Each Member's interest in the Company, including such Member's interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4 *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5 *Distributions.* Subject to the provision of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

## ARTICLE IV
## MANAGEMENT

4.1 *Management by the Members.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Majority Members, and the Majority Members shall make all decisions and take all actions for the Company.

4.2 *Actions by Members; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Majority Members shall act through (i) meetings and written consents pursuant to Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles (including, without limitation, chairman, chief executive officer, president, vice president, secretary, assistant secretary, treasurer and assistant treasurer) to any such Persons and delegate to such other individuals certain authority and duties. Any number of titles may be held by the same individual. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3 *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Majority Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4 *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5 *Conflicts of Interest.* Each Member and officer of the Company at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation to offer to the Company or any other Member or officer the right to participate therein. The Company may transact business with any Member, officer or affiliate thereof *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6 *Officers.*

(a) The Majority Members may, from time to time, designate one or more persons to be officers of the Company. No officer need be a resident of the State of Delaware, or a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

**ARTICLE V**
**INDEMNIFICATION**

5.1 *Exculpation.* Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, none of the Members, managers, or any other officers, directors, stockholders, partners, employees, affiliates, representatives, or agents of any of the foregoing, nor any officer, employee, representative or agent of the Company (individually, a "Covered Person" and collectively, the "Covered Persons") shall be liable to the Company or any other person bound by this Agreement for any act or omission (in relation to the Company, its property or the conduct of its business or affairs, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted by a Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

5.2 *Indemnification.* To the fullest extent permitted by law, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative ("Claims"), in which the Covered Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Section 5.2 with respect to (i) any



Claim with respect to which such Covered Person has engaged in fraud, willful misconduct, bad faith or gross negligence or (ii) any Claim initiated by such Covered Person unless such Claim (or part thereof) (A) was brought to enforce such Covered Person's rights to indemnification hereunder or (B) was authorized or consented to by the Board. Expenses incurred by a Covered Person in defending any Claim shall be paid by the Company in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Section 5.2.

5.3 *Amendments.* Any repeal or modification of this Article V by the Members shall not adversely affect any rights of such Covered Person pursuant to this Article V, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

**ARTICLE VI**
**TAXES AND BOOKS**

6.1 *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2 *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

**ARTICLE VII**
**TRANSFERS**

7.1 *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member's Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2 *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7.3 *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of

such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4 *Effect of Assignment.*

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5 *Effect of Incapacity.* Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

## ARTICLE VIII
## DISSOLUTION, LIQUIDATION AND TERMINATION

8.1 *Dissolution.* The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

(a) the written consent of the Majority Members; and

(b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or

(c) on the date set forth in the Certificate.

8.2 *Liquidation and Termination.* On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

(a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses

incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and

(b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3 *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

## ARTICLE IX
## GENERAL PROVISIONS

9.1 *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested or by delivering that writing to the recipient in person, by courier, or by facsimile transmission; and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it. All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

9.2 *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3 *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance

by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4 *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5 *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6 *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7 *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

* * * * *

IN WITNESS WHEREOF, the Sole Member has executed this Agreement as of the date first set forth above.

SOLE MEMBER:

**Reliant Energy Retail Holdings, LLC**
Its: Sole Member

By: /s/ Christopher Sotos
Name: Christopher Sotos
Title: Vice President

***SCHEDULE A***

| MEMBERS | UNITS |
|---|---|
| Reliant Energy Retail Holdings, LLC | 1,000 |
| **TOTAL** | **1,000** |

**Exhibit 3.175**

**STATE *of* DELAWARE**
**LIMITED LIABILITY COMPANY**
**CERTIFICATE OF FORMATION**

In accordance with the provisions of Section 18-201 of the Delaware Limited Liability Company Act, the undersigned submits the following Certificate of Formation and certifies as follows:

**FIRST:** The name of the limited liability company is Reliant Energy Services Texas, LLC.

**SECOND:** The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400 in the City of Wilmington, Delaware 19808. The name of its Registered Agent at such address is Corporation Service Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Reliant Energy Services Texas, LLC this 15th day of October, 2008.

By: /s/ Clare H. Doyle
Clare H. Doyle
Authorized Person

*State of Delaware*
*Secretary of State*
*Division of Corporations*
*Delivered 03:00 PM 05/01/2009*
*FILED 02:20 PM 05/01/2009*
*SRV 090420486 - 4611965 FILE*

**CERTIFICATE OF AMENDMENT**

**OF**

**RELIANT ENERGY SERVICES TEXAS, LLC**

1. The name of the limited liability company is: Reliant Energy Services Texas, LLC.

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

"2. The address of its registered office in the State of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company."

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of Reliant Energy Services Texas, LLC, this 1ST day of May, 2009.

**RELIANT ENERGY SERVICES TEXAS, LLC**

By: /s/ Lynne Przychoozki
Lynne Przychoozki
Authorized Person

**Exhibit 3.176**

**AMENDED AND RESTATED**
**LIMITED LIABILITY COMPANY AGREEMENT**
**OF**
**RELIANT ENERGY SERVICES TEXAS, LLC**
**a Delaware Limited Liability Company**

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "**Agreement**") of RELIANT ENERGY SERVICES TEXAS, LLC (the "**Company**"), dated as of May 1, 2009 is adopted by, and executed and agreed to, for good and valuable consideration, by the sole member of the Company, NRG Energy, Inc., a Delaware corporation.

## ARTICLE I
## DEFINITIONS

1.1 *Definitions.* As used in this Agreement, the following terms have the following meanings:

"Act" means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

"Agreement" has the meaning given that term in the introductory paragraph.

"Capital Contribution" means the aggregate contribution by a Member to the capital of the Company.

"Certificate" has the meaning given that term in Section 2.1.

"Company" means Reliant Energy Services Texas, LLC, a Delaware limited liability company.

"Dispose," "Disposed," "Disposing" or "Disposition" means a sale, assignment, transfer, exchange, mortgage, pledge, grant of a security interest or other disposition or encumbrance (including, without limitation, by operation of law) or the acts thereof.

"Incapacity" or "Incapacitated" means (a) with respect to a natural person, the bankruptcy, death, incompetency or insanity of such person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

"Majority Members" means Members holding a majority of the Units owned by all Members or if there is only one Member, such Member.

"Member" means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

"Person" means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

"Proceeding" has the meaning given such term in Section 5.1.

"Units" means the units of each Member representing such Member's interest in the income, gains, losses, deductions and expenses of the Company as set forth on Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2 *Construction.* Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

## ARTICLE II
## ORGANIZATION

2.1 *Formation.* The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the "**Certificate**") under and pursuant to the Act.

2.2 *Name.* The name of the Company is "Reliant Energy Services Texas, LLC" and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3 *Registered Office; Registered Agent; Principal Office; Other Offices.* The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4 *Purposes.* The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5 *Foreign Qualification.* Prior to the Company's conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6 *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7 *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8 *Unit Certificates.* The number of authorized Units shall initially be one thousand (1,000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, shall be recorded in a register thereof maintained by the Company, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine.

## ARTICLE III
## MEMBERS, UNITS AND DISTRIBUTIONS

3.1 *Members.*

(a) The names, residence, business or mailing addresses of the Members and the number of Units owned by each Member are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and the number of Units owned by such Member.

3.2 *Liability of Members.* Except as otherwise required by applicable law and as explicitly set forth in this Agreement, no Member shall have any personal liability whatsoever in its capacity as a Member, whether to the Company, to any of the Members, to the creditors of the

Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company, and therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein. To the extent that, at law or in equity, a Member or other Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or another Person, such Member or other Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement.

3.3 *Member Units.* Each Member's interest in the Company, including such Member's interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4 *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5 *Distributions.* Subject to the provisions of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment, or the making of provision for the payment when due, of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

## ARTICLE IV
## MANAGEMENT

4.1 *Management by the Members.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Majority Members, and the Majority Members shall make all decisions and take all actions for the Company.

4.2 *Actions by Members; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Majority Members shall act through (i) meetings and written consents pursuant to Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles (including, without limitation, chairman, chief executive officer, president, vice president, secretary, assistant secretary, treasurer and assistant treasurer) to any such Persons and delegate to such other individuals certain authority and duties. Any number of titles may be held by the same individual. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3 *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Majority Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority. Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4 *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5 *Conflicts of Interest.* Each Member and officer of the Company at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation to offer to the Company or any other Member or officer the right to participate therein. The Company may transact business with any Member, officer or affiliate thereof *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6 *Officers.*

(a) The Majority Members may, from time to time, designate one or more persons to be officers of the Company. No officer need be a resident of the State of Delaware, or a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

## ARTICLE V
## INDEMNIFICATION

5.1 *Exculpation.* Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, none of the Members, managers, or any other officers, directors, stockholders, partners, employees, affiliates, representatives or agents of any of the foregoing, nor any officer, employee, representative or agent of the Company (individually, a "Covered Person" and collectively, the "Covered Persons") shall be liable to the Company or any other person bound by this Agreement for any act or omission (in relation to the Company, its property or the conduct of its business or affairs, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted by a Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith or gross negligence.

5.2 *Indemnification.* To the fullest extent permitted by law, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative ("Claims"), in which the Covered Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Section 5.2 with respect to (i) any

Claim with respect to which such Covered Person has engaged in fraud, willful misconduct, bad faith or gross negligence or (ii) any Claim initiated by such Covered Person unless such Claim (or part thereof) (A) was brought to enforce such Covered Person's rights to indemnification hereunder or (B) was authorized or consented to by the Board. Expenses incurred by a Covered Person in defending any Claim shall be paid by the Company in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Section 5.2.

5.3 *Amendments.* Any repeal or modification of this Article V by the Members shall not adversely affect any rights of such Covered Person pursuant to this Article V, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

## ARTICLE VI
## TAXES AND BOOKS

6.1 *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2 *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

## ARTICLE VII
## TRANSFERS

7.1 *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member's Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2 *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7.3 *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of



such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4 *Effect of Assignment.*

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5 *Effect of Incapacity.* Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

## ARTICLE VIII
## DISSOLUTION, LIQUIDATION AND TERMINATION

8.1 *Dissolution.* The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

(a) the written consent of the Majority Members;

(b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or

(c) on the date set forth in the Certificate.

8.2 *Liquidation and Termination.* On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

(a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses

incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and

(b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3 *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

## ARTICLE IX
## GENERAL PROVISIONS

9.1 *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested or by delivering that writing to the recipient in person, by courier, or by facsimile transmission; and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it. All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

9.2 *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3 *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance

by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4 *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5 *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6 *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7 *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

******

IN WITNESS WHEREOF, the sole Member has executed this Agreement as of the date first set forth above.

SOLE MEMBER:

**NRG ENERGY, INC.**
Its: Sole Member

By: /s/ Chrishtopher S. Sotos
Name: Chrishtopher S. Sotos
Title: Vice President and Treasurer

COMPANY:

RELIANT ENERGY SERVICES TEXAS, LLC

By: /s/ Chrishtopher S. Sotos
Name: Chrishtopher S. Sotos
Title: Treasurer

***SCHEDULE A***

| MEMBERS | UNITS |
|---|---|
| NRG Energy, Inc.<br>211 Carnegie Center<br>Princeton, New Jersey 08540 | 1,000 |
| **TOTAL** | **1,000** |

**Exhibit 3.177**

**STATE *of* DELAWARE**
**LIMITED LIABILITY COMPANY**
**CERTIFICATE OF FORMATION**

In accordance with the provisions of Section 18-201 of the Delaware Limited Liability Company Act, the undersigned submits the following Certificate of Formation and certifies as follows:

**FIRST:** The name of the limited liability company is RERH Holdings, LLC.

**SECOND:** The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400 in the City of Wilmington, Delaware 19808. The name of its Registered agent at such address is Corporation Service Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of RERH Holdings, LLC this 17th day of July, 2006.

BY: /s/ Janet K. Greene
Janet K. Greene
Authorized Person

*State of Delaware*
*Secretary of State*
*Division of Corporations*
*Delivered 03:00 PM 05/01/2009*
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*SRV 090420499 - 4191623 FILE*

**CERTIFICATE OF AMENDMENT**

**OF**

**RERH HOLDINGS, LLC**

1. The name of the limited liability company is RERH HOLDINGS, LLC.

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

"2. The address of its registered office in the State of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company."

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of RERH Holdings, LLC this 1st day of May, 2009.

**RERH HOLDINGS, LLC**

By: /s/ Lynne Perzychoozki
Lynne Perzychoozki
Authorized Person

**Exhibit 3.178**

**SECOND AMENDED & RESTATED LIMITED LIABILITY COMPANY AGREEMENT**
**OF**
**RERH Holdings, LLC**
**a Delaware Limited Liability Company**

THIS SECOND AMENDED & RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this **"Agreement"**) of RERH Holdings, LLC (the **"Company"),** dated as of October 5, 2009 is adopted by, and executed and agreed to, for good and valuable consideration, by the Sole Member of the Company, NRG Retail LLC, Delaware limited liability company.

**ARTICLE I**
**DEFINITIONS**

1.1 *Definitions.* As used in this Agreement, the following terms have the following meanings:

"Act" means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

"Agreement" has the meaning given that term in the introductory paragraph.

"Capital Contribution" means the aggregate contribution by a Member to the capital of the Company.

"Certificate" has the meaning given that term in Section 2.1.

"Company" means RERH Holdings, LLC, a Delaware limited liability company.

"Dispose," "Disposed," "Disposing" or "Disposition" means a sale, assignment, transfer, exchange, mortgage, pledge or other disposition (including, without limitation, by operation of law); provided, however, that this definition does not include the granting and/ or perfection of a security interest lien or encumbrance.

"Incapacity" or "Incapacitated" means (a) with respect to a natural person, the bankruptcy, death, incompetency or insanity of such person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

"Majority Members" means Members holding a majority of the Units owned by all Members or if there is only one Member, such Member.

"Member" means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

"Person" means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

"Proceeding" has the meaning given such term in Section 5.1.

"Units" means the units of each Member representing such Member's interest in the income, gains, losses, deductions and expenses of the Company as set forth on Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2 *Construction.* Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

## ARTICLE II
## ORGANIZATION

2.1 *Formation.* The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the **"Certificate"**) under and pursuant to the Act.

2.2 *Name.* The name of the Company is "RERH Holdings, LLC" and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3 *Registered Office; Registered Agent; Principal Office; Other Offices.* The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4 *Purposes.* The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5 *Foreign Qualification.* Prior to the Company's conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6 *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7 *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8 *Unit Certificates.* The number of authorized Units shall initially be one thousand (1,000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, shall be recorded in a register thereof maintained by the Company, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine.

## ARTICLE III
## MEMBERS, UNITS AND DISTRIBUTIONS

3.1 *Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2 *Liability of Members.* Except as otherwise required by applicable law and as explicitly set forth in this Agreement, no Member shall have any personal liability whatsoever in its capacity as a Member, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other

obligations of the Company or for any losses of the Company, and therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein. To the extent that, at law or in equity, a Member or other Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or another Person, such Member or other Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement.

3.3 *Member Units.* Each Member's interest in the Company, including such Member's interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4 *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5 *Distributions.* Subject to the provision of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

## ARTICLE IV
## MANAGEMENT

4.1 *Management by the Members.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Majority Members, and the Majority Members shall make all decisions and take all actions for the Company.

4.2 *Actions by Members; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Majority Members shall act through (i) meetings and written consents pursuant to Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles (including, without limitation, chairman, chief executive officer, president, vice president, secretary, assistant secretary, treasurer and assistant treasurer) to any such Persons and delegate to such other individuals certain authority and duties. Any number of titles may be held by the same individual. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3 *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Majority Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4 *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5 *Conflicts of Interest.* Each Member and officer of the Company at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation to offer to the Company or any other Member or officer the right to participate therein. The Company may transact business with any Member, officer or affiliate thereof *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6 *Officers.*

(a) The Majority Members may, from time to time, designate one or more persons to be officers of the Company. No officer need be a resident of the State of Delaware, or a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

## ARTICLE V
## INDEMNIFICATION

5.1 *Exculpation.* Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, none of the Members, managers, or any other officers, directors, stockholders, partners, employees, affiliates, representatives, or agents of any of the foregoing, nor any officer, employee, representative or agent of the Company (individually, a "Covered Person" and collectively, the "Covered Persons") shall be liable to the Company or any other person bound by this Agreement for any act or omission (in relation to the Company, its property or the conduct of its business or affairs, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted by a Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

5.2 *Indemnification.* To the fullest extent permitted by law, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative ("Claims"), in which the Covered Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Section 5.2 with respect to (i) any

Claim with respect to which such Covered Person has engaged in fraud, willful misconduct, bad faith or gross negligence or (ii) any Claim initiated by such Covered Person unless such Claim (or part thereof) (A) was brought to enforce such Covered Person's rights to indemnification hereunder or (B) was authorized or consented to by the Board. Expenses incurred by a Covered Person in defending any Claim shall be paid by the Company in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Section 5.2.

5.3 *Amendments.* Any repeal or modification of this Article V by the Members shall not adversely affect any rights of such Covered Person pursuant to this Article V, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

**ARTICLE VI**
**TAXES AND BOOKS**

6.1 *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2 *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

**ARTICLE VII**
**TRANSFERS**

7.1 *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member's Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2 *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7.3 *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of



such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4 *Effect of Assignment.*

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5 *Effect of Incapacity.* Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

**ARTICLE VIII**
**DISSOLUTION, LIQUIDATION AND TERMINATION**

8.1 *Dissolution.* The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

(a) the written consent of the Majority Members; and

(b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or

(c) on the date set forth in the Certificate.

8.2 *Liquidation and Termination.* On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

(a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses

incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and

(b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3 *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

## ARTICLE IX
## GENERAL PROVISIONS

9.1 *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested or by delivering that writing to the recipient in person, by courier, or by facsimile transmission; and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it. All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

9.2 *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3 *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance

by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4 *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5 *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6 *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7 *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

* * * * * *

IN WITNESS WHEREOF, the Sole Member has executed this Agreement as of the date first set forth above.

SOLE MEMBER:

**NRG Retail LLC**
Its: Sole Member

By: /s/ Christopher Sotos
Name: Christopher Sotos
Title: President

***SCHEDULE A***

| MEMBERS | UNITS |
|---|---|
| NRG Retail LLC | 1,000 |
| **TOTAL** | **1,000** |

**Exhibit 3.185**

CERTIFICATE OF INCORPORATION

of

**Texas Genco Financing Corp.**

The undersigned, in order to form a corporation for the purpose hereinafter stated, under and pursuant to the provisions of the Delaware General Corporation Law, hereby certifies that:

FIRST: The name of the corporation is Texas Genco Financing Corp. (hereinafter called the "Corporation").

SECOND: The address of the Corporation's registered office in the state of Delaware is the Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801. The name of the registered agent at such address is The Corporation Trust Company.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Delaware General Corporation Law, as amended from time to time, or any successor statute.

FOURTH: The total number of shares of stock that the Corporation is authorized to issue is 1,000 shares of common stock, par value $.01 each.

FIFTH: The name and address of the incorporator is Kenneth E. Young, 425 Lexington Avenue, New York City, New York 10017.

SIXTH:

(1) Except as otherwise provided by the Delaware General Corporation Law as the same exists or may hereafter be amended, no director of the Corporation shall be personally liable to the Corporation or to stockholders for monetary damages for breach of fiduciary duty as a director. Any repeal or modification of this Article Sixth, Section (1) by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

(2) To the fullest extent permitted by the Delaware General Corporation Law, the Corporation shall indemnify any current or former director or officer of the Corporation and may, at the discretion of the Board of Directors, indemnify any current or former employee or agent of the Corporation against all expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with any threatened, pending or completed action, suit or proceeding brought by or in the right of the Corporation or otherwise, to which he or she was or is a party or is threatened to be made a party by reason of his or her current or former position with the Corporation or

by reason of the fact that he or she is or was serving, at the request of the Corporation, as a director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust or other enterprise.

SEVENTH: The Board of Directors of the Corporation, acting by majority vote, may alter, amend or repeal the By-Laws of the Corporation.

IN WITNESS WHEREOF, the undersigned has signed this Certificate of Incorporation on November 24, 2004.

/s/ Kenneth E. Young
Kenneth E. Young
Sole Incorporator

**Exhibit 3.186**

**Texas Genco Financing Corp.**

BY-LAWS

ARTICLE I

MEETING OF STOCKHOLDERS

Section 1. Place of Meeting. Meetings of the stockholders of Texas Genco Financing Corp. (the "Corporation") shall be held at such place either within or without the State of Delaware as the Board of Directors may determine.

Section 2. Annual and Special Meetings. Annual meetings of stockholders shall be held, at a date, time and place fixed by the Board of Directors and stated in the notice of meeting, to elect a Board of Directors and to transact such other business as may properly come before the meeting. Special meetings of the stockholders may be called by the President or any Vice President for any purpose and shall be called by the President or Secretary if directed by the Board of Directors or requested in writing by the holders of not less than 25% of the capital stock of the Corporation. Each such stockholder request shall state the purpose of the proposed meeting.

Section 3. Notice. Except as otherwise provided by law, at least ten and not more than 60 days before each meeting of stockholders, written notice of the time, date and place of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given to each stockholder.

Section 4. Quorum. At any meeting of stockholders, the holders of record, present in person or by proxy, of a majority of the Corporation's issued and outstanding capital stock shall constitute a quorum for the transaction of business, except as otherwise provided by law. In the absence of a quorum, any officer entitled to preside at or to act as secretary of the meeting shall have power to adjourn the meeting from time to time until a quorum is present.

Section 5. Voting. Except as otherwise provided by law, all matters submitted to a meeting of stockholders shall be decided by vote of the holders of record of a majority of the Corporation's issued and outstanding capital stock present in person or by proxy.

ARTICLE II

DIRECTORS

Section 1. Number, Election and Removal of Directors. The number of Directors that shall constitute the Board of Directors shall be not less than one nor more

than fifteen. The initial Board of Directors shall consist of two Directors. Thereafter, within the limits specified above, the number of Directors shall be determined by the Board of Directors or by the stockholder. Except as provided in this Article, the Directors shall be elected by the stockholders at their annual meeting. Each director so elected shall hold office until the next annual meeting and until his successor is duly elected and qualified, or until his earlier resignation or removal. Vacancies and newly created directorships resulting from any increase in the number of Directors may be filed by a majority of the Directors then in office although less than a quorum, or by the sole remaining Director or by the stockholders. A Director may be removed with or without cause by the stockholders.

Section 2. Meetings. Regular meetings of the Board of Directors shall be held at such times and places as may from time to time be fixed by the Board of Directors or as may be specified in a notice of meeting. Special meetings of the Board of Directors may be held at any time upon the call of the President and shall be called by the President or Secretary if directed by a majority of the Directors. Telegraphic or written notice of each special meeting of the Board of Directors shall be sent to each Director not less than two days before such meeting. A meeting of the Board of Directors may be held without notice immediately after the annual meeting of the stockholders. Notice need not be given of regular meetings of the Board of Directors.

Section 3. Quorum. One-third of the total number of Directors shall constitute a quorum for the transaction of business. If a quorum is not present at any meeting of the Board of Directors, the Directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting until such a quorum is present. Except as otherwise provided by law, the Certificate of Incorporation of the Corporation, these By-Laws or any contract or agreement to which the Corporation is a party, the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors.

Section 4. Committees of Directors. The Board of Directors may, by resolution adopted by a majority of the whole Board, designate one or more committees, including without limitation an Executive Committee, to have and exercise such power and authority as the Board of Directors shall specify. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not be or they constitute a quorum, may unanimously appoint another Director to act at the meeting in place of any such absent or disqualified member.

ARTICLE III

OFFICERS

The officers of the Corporation shall consist of a President, on or more Vice Presidents, a Secretary and such other additional officers with such titles as the Board of Directors shall determine, all of whom shall be chosen by and shall serve at the pleasure of the Board of Directors. Such officers shall have the usual powers and shall perform all the usual duties incident to their respective offices. All officers shall be subject to the supervision and direction of the Board of Directors. The authority, duties or responsibilities of any officer of the Corporation may be suspended by the President with or without cause. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors with or without cause.

ARTICLE IV

INDEMNIFICATION

Section 1. Indemnification. To the fullest extent permitted by the laws of the State of Delaware:

(a) The Corporation shall indemnify any person (and such person's heirs, executors or administrators) who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (brought in the right of the Corporation or otherwise, whether civil, criminal, administrative or investigative, and whether formal or informal, including appeals, by reason of the fact that such person is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust, limited liability company or other enterprise, for and against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person or such heirs, executors or administrators in connection with such action, suit or proceeding, including appeals. Notwithstanding the preceding sentence, the Corporation shall be required to indemnify a person described in such sentence in connection with any action, suit or proceeding (or part thereof) commenced by such person only if the commencement of such action, suit or proceeding (or part thereof) by such person was authorized by the Board of Directors of the Corporation. The Corporation may indemnify any person (and such person's heirs, executors or administrators) who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (brought in the right of the Corporation or otherwise), whether civil, criminal, administrative or investigative, and whether formal or informal, including appeals, by reason of the fact that such person is or was an employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, partner, trustee,

employee or agent of another corporation, partnership, joint venture, trust, limited liability company or other enterprise, for and against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person or such heirs, executors or administrators in connection with such action, suit or proceeding, including appeals.

(b) The Corporation shall promptly pay expenses incurred by any person described in the first sentence of subsection (a) of this Article IV, Section 1 in defending any action, suit or proceeding in advance of the final disposition of such action, suit or proceeding, including appeals, upon presentation of appropriate documentation.

(c) The Corporation may purchase and maintain insurance on behalf of any person described in subsection (a) of this Article IV, Section 1 against any liability inserted against such person, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of this Article IV, Section 1 or otherwise.

(d) The provisions of this Article IV, Section 1 shall be applicable to all actions, claims, suits or proceedings made or commenced after the adoption hereof, whether arising from acts or omissions to act occurring before or after its adoption. The provisions of this Article IV, Section 1 shall be deemed to be a contract between the Corporation and each director or officer who serves in such capacity at any time while this Article IV, Section 1 and the relevant provisions of the law of the State of Delaware and other applicable law, if any, are in effect, and any repeal or modification hereof shall not affect any rights or obligations then existing with respect to any state of facts or any action, suit or proceeding then or theretofore existing, or any action, suit or proceeding thereafter brought or threatened based in whole or in part on any such state of facts. If any provision of this Article IV, Section 1 shall be found to be invalid on limited in application by reason of any law or regulation, it shall not affect the validity of the remaining provisions hereof. The rights of indemnification provided in this Article IV, Section 1 shall neither be exclusive of, nor be deemed in limitation of, any rights to which an officer, director, employee or agent may otherwise be entitled or permitted by contract, this Certificate of Incorporation, vote of stockholders or directors or otherwise, or as a matter of law, both as to actions in such person's official capacity and actions in any other company while holding such office, it being the policy of the Corporation that indemnification of any person whom the Corporation is obligated to indemnify pursuant to the first sentence of subsection (a) of this Article IV, Section 1 shall be made to the fullest extent permitted by law.

(e) For purposes of this Article IV, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plans; and references to "serving at the request of the Corporation" shall include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves

services by, such director, officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries.

Section 2. Monetary Damages. A director of the Corporation shall not be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended. Any amendment, modification or repeal of the foregoing sentence shall not adversely affect any right or protection of a director of the Corporation hereunder in respect of any act or omission occurring prior to the time of such amendment, modification or repeal.

Section 3. Procedure for Indemnification. Any indemnification or advance costs, charges and expenses made pursuant to this Article shall be made promptly, and in any event, within sixty (60) days, upon the written request of the director, officer, employee or agent directed to the Secretary of the Corporation. The right to indemnification or advances granted in this Article IV shall be enforceable by the director, officer, employee or agent in any court of competent jurisdiction if the Corporation denies such request, in whole or in part, or it no disposition thereof is made within sixty (60) days. Such person's costs and expenses incurred in connection with successful establishing that person's right to indemnification or advances, in whole or in part, in any such action shall also be indemnified by the Corporation.

Section 4. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to, this Article IV shall, unless otherwise provided when authorised or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

## ARTICLE V

## GENERAL PROVISIONS

Section 1. Notices. Whenever any statute, the Certificate of Incorporation or these By-Laws require notice to be given to any Director or stockholder, such notice may be given in writing by mail, addressed to such Director or stockholder at his address as it appears on the records of the Corporation, with postage thereon prepaid. Such notice shall be deemed to have been given when it is deposited in the United States mail. Notice to Directors may also be given by telegram, telex, cable or electronic mail.

Section 2. Fiscal Year. The fiscal year of the Corporation shall be fixed by the Board of Directors.

**Exhibit 3.187**

**ARTICLES OF ORGANIZATION**

**OF**

**TEXAS GENCO GP, LLC**

I, the undersigned, a natural person of the age of eighteen years or more, acting as organizer of a limited liability company under the Texas Limited Liability Company Act, do hereby adopt the following Articles of Organization therefor:

ARTICLE I

The name of the limited liability company is Texas Genco GP, LLC (the "Company").

ARTICLE II

The period of duration of the Company shall be perpetual.

ARTICLE III

The purpose of the Company is the transaction of any or all business for which a limited liability company may be organized under the Texas Limited Liability Company Act.

ARTICLE IV

The address of the Company's initial registered office is 1020 Main Street, Suite 1150, Houston, Texas 77002, and the name of the Company's initial registered agent at such address is CT Corporation System.

ARTICLE V

The Company shall have a manager. The name and address of the initial manager of the Company is David G. Tees, 1111 Louisiana, Houston, Texas 77002.

ARTICLE VI

The name and address of the organizer is as follows:

Richard B. Dauphin
1111 Louisiana
Houston, Texas 77002

IN WITNESS WHEREOF, the undersigned has executed this instrument this 18 day of December, 2001.

/s/ Richard B. Dauphin
Richard B. Dauphin
Organizer

**TEXAS GENCO HOLDINGS, INC.**
**1111 LOUISIANA**
**HOUSTON, TEXAS 77002**

**CONSENT TO USE OF NAME**

Texas Genco GP, LLC, a limited liability company not yet in existence, desires to carry on its business under the name "Texas Genco GP, LLC." The undersigned, as Assistant Corporate Secretary for Texas Genco Holdings, Inc. hereby consents to the organization and qualification of and use of the name "Texas Genco GP, LLC" by Texas Genco GP, LLC.

IN WITNESS WHEREOF, the undersigned has executed this consent as of December 18, 2001.

/s/ Richard B. Dauphin
Richard B. Dauphin
Assistant Corporate Secretary

FILED
In the Office of the
Secretary of State of Texas
FEB 04 2002
Corporations Section

**ARTICLES OF CORRECTION**

**FOR**

**TEXAS GENCO GP, LLC**

These Articles of Correction (these "Articles") are being filed by the undersigned pursuant to Article 1302-7.01 of the Texas Miscellaneous Corporation Laws Act:

ARTICLE I

The name of the limited liability company is Texas Genco GP, LLC (the "Company").

ARTICLE II

The document to be corrected is the Articles of Organization of the Company, filed with the Secretary of State of the State of Texas on December 18, 2001 (the "Original Articles").

ARTICLE III

These Articles are correcting the street number of the address of the registered agent of the Company set forth in Article IV of the Original Articles.

ARTICLE IV

As corrected, the text of Article IV of the Original Articles shall read in its entirety as follows:

The address of the Company's initial registered office is 1021 Main Street, Suite 1150, Houston, Texas 77002, and the name of the Company's initial registered agent at such address is CT Corporation System.

IN WITNESS WHEREOF, the undersigned Manager of the Company has executed these Articles on January 31, 2002, to be effective as of December 18, 2001.

/s/ David G. Tees
David G. Tees, Manager

FILED
In the Office of the
Secretary of State of Texas
DEC 15 2004
Corporations Section

**ARTICLES OF MERGER**
**OF**
**TEXAS GENCO GP, LLC**
**AND**
**TEXAS GENCO II GP, LLC**

Pursuant to the provisions of Article 10.03 of the Texas Limited Liability Company Act (the "TLLCA"), the undersigned limited liability companies have executed and do hereby adopt the following Articles of Merger for the purpose of merging Texas Genco II GP, LLC, a Texas limited liability company ("Genco II GP"), with and into Texas Genco GP, LLC, a Texas limited liability company ("GencoGP").

1. Genco II GP and Genco GP (the "Constituent Parties") have.entered into a Plan of Merger, dated as of December 15, 2004 (the "Plan of Merger"). The Plan of Merger provides for the merger (the "Merger") of Genco II GP with and into Genco GP, which will be the sole surviving entity in the Merger (the "Surviving Entity").

2. The name and state of organization of each Constituent Party are set forth in the preamble to these Articles of Merger.

3. The Plan of Merger has been approved and adopted by each of the Constituent Parties in accordance with Article 10.01 of the TLLCA.

4. No amendments or changes in the articles of organization of the Surviving Entity are to be effected by the Merger.

5. An executed Plan of Merger is on file at the principal place of business of the Surviving Entity, which is as follows:

1111 Louisiana Street
Houston, Texas 77002

6. A copy of the Plan of Merger will be furnished by the Surviving Entity, on written request and without cost, to any member of a Constituent Party.

7. As to each Constituent Party, the Plan of Merger has been duly authorized by all action required by the laws under which it was formed or organized and by its constituent documents.

8. Under the terms of the Plan of Merger, the Surviving Entity shall survive the Merger and shall be responsible for and obligated to pay all applicable filing or other fees and franchise taxes, if any, owed by any Constituent Party as required by law.

*[signature page follows]*

IN WITNESS WHEREOF, the Constituent Parties have caused this Plan of Merger to be executed and delivered as of the date first set forth above.

**TEXAS GENCO GP, LLC**

By: /s/ David G. Tees
Name: David G. Tees
Title: President

**TEXAS GENCO II GP, LLC**

By: /s/ David G. Tees
Name: David G. Tees
Title: President

[SEAL]

**Office of the Secretary of State**
**Corporations Section**
**P.O. Box 13697**
**Austin, Texas 78711-3697**
**(Form 408)**

**Filed in the Office of the**
**Secretary of State of Texas**
**Filing #: 800037793 12/27/2007**
**Document #: 197728296528**
**Image Generated Electronically**

**STATEMENT OF CHANGE OF**
**ADDRESS OF REGISTERED AGENT**

1. The name of the entity represented is
   Texas Genco GP, LLC

   The entity's filing number is 800037793

2. The address at which the registered agent has maintained the registered office address for such entity is: (Please provide street address, city, state and zip code presently shown in the records of the Secretary of State.)

   1021 Main Street Suite 1150, Houston, TX 77002

3. The address at which the registered agent will hereafter maintain the registered office address for such entity is: (Please provide street address, city, state and zip code. The address must be in Texas.)

   350 N, St. Paul Street, Dallas, TX 75201

4. Notice of the change of address has been given to said entity in writing at least 10 business days prior to the submission of this filing.

Date: 12/27/2007

CT Corporation System

**Name of Registered Agent**

Marie Hauer

**Signature of Registered Agent**

**FILING OFFICE COPY**

[SEAL]

**Office of the Secretary of State**
**Corporations Section**
**P.O. Box 13697**
**Austin, Texas 78711-3697**
**(Form 408)**

**Filed in the Office of the**
**Secretary of State of Texas**
**Filing #: 800037793 04/19/2010**
**Document #: 304522290649**
**Image Generated Electronically**

**STATEMENT OF CHANGE OF**
**ADDRESS OF REGISTERED AGENT**

1. The name of the entity represented is
   Texas Genco GP, LLC

   The entity's filing number is 800037793

2. The address at which the registered agent has maintained the registered office address for such entity is: (Please provide street address, city, state and zip code presently shown in the records of the Secretary of State.)

   350 N, St. Paul St., Dallas, TX 75201

3. The address at which the registered agent will hereafter maintain the registered office address for such entity is: (Please provide street address, city, state and zip code. The address must be in Texas.)

   350 N, St. Paul St., Ste, 2900, Dallas, TX 75201-4234

4. Notice of the change of address has been given to said entity in writing at least 10 business days prior to the submission of this filing.

Date: 04/19/2010

CT Corporation System

**Name of Registered Agent**

Kenneth Uva, Vice President

**Signature of Registered Agent**

**FILING OFFICE COPY**

**Exhibit 3.188**

**AMENDED AND RESTATED**

**LIMITED LIABILITY COMPANY REGULATIONS**

**FOR**

**TEXAS GENCO GP, LLC**

Effective as of April 13, 2005

**AMENDED AND RESTATED**
**LIMITED LIABILITY COMPANY REGULATIONS**

These Amended and Restated Limited Liability Company Regulations (this "Agreement") are made and executed to be effective as of April 13, 2005, by Texas Genco Holdings, Inc., a Texas corporation.

WHEREAS, articles of organization for Texas Genco GP, LLC (the "Company"), have been filed with the Secretary of State of the State of Texas; and

WHEREAS, Texas Genco LLC (formerly known as GC Power Acquisition LLC) has previously entered into that certain Transaction Agreement, dated July 21, 2004, with CenterPoint Energy, Inc., Utility Holding, LLC, NN Houston Sub, Inc. Texas Genco Holdings, Inc and HPC Merger Sub, Inc., whereby Texas Genco LLC agreed to cause HPC Merger Sub, Inc. to merge with and into Texas Genco Holdings, Inc.; and

WHEREAS, HPC Merger Sub, Inc. and Texas Genco Holdings, Inc. entered into that certain Articles of Merger of HPC Merger Sub, Inc. and Texas Genco Holdings, Inc. dated April 12, 2005 (the "Certificate of Merger"); and

WHEREAS, the Articles of Merger were received by the Secretary of State of the State of Texas on April 1*2,* 2005 and became effective as of the date hereof; and

WHEREAS, the Members desire to amend and restate the limited liability company agreement of the Company, among other things, to reflect certain matters as set forth herein;

NOW, THEREFORE, it is agreed as follows:

**ARTICLE I**

**DEFINITIONS**

The following terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein):

"Additional Member" shall mean any Person admitted to the Company as an Additional Member pursuant to Section 4.3 of this Agreement.

"Affiliate," with respect to a specified Person, shall mean a Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Person specified. For purposes of this definition, "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" shall mean this Agreement as originally executed and as it may be amended from time to time hereafter.

"Articles of Organization" shall mean the Articles of Organization of the Company filed with and endorsed by the Secretary of State of the State of Texas, as such articles may be amended from time to time hereafter.

"Capital Contribution" shall mean any contribution to the capital of the Company in cash or property by a Member whenever made.

"Capital Percentage" shall mean a Member's ownership interest in the Company expressed as a percentage of the total Common Shares issued and outstanding.

"Code" shall mean the Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent superseding federal revenue laws.

"Common Share" shall have the meaning given such term in Section 4.1(a).

"Entity" shall mean any foreign or domestic general partnership, limited partnership, limited liability company, corporation, joint enterprise, trust, business trust, employee benefit plan, cooperative or association.

"Fiscal Year" shall have the meaning given such term in Section 11.1.

"Indemnitee" shall have the meaning given such term in Section 8.1.

"Initial Member" shall have the meaning given such term in Article III.

"Manager" shall mean any of the managers of the Company duly appointed or elected to serve in such capacity under Texas law and this Agreement.

"Member" shall mean each Person who executes a counterpart of this Agreement as a Member and each Person who may hereafter become an Additional Member pursuant to Section 4.3 or a Substituted Member pursuant to Section 13.3, but shall not include any Member that ceases to be a Member.

"Partnership" shall mean Texas Genco, LP, a Texas limited partnership.

"Person" shall mean any individual or Entity, and any heir, executor, administrator, legal representative, successor or assign of such "Person" where the context so admits.

"Requisite Interest" shall mean the Members holding more than 50% of the issued and outstanding Common Shares held by Members at any given time.

"Substituted Member" shall mean any transferee or assignee of Common Shares that is admitted to the Company as a Member pursuant to Section 13.3.

"Texas Act" shall mean the Texas Limited Liability Company Act, as the same may be amended from time to time hereafter.

## ARTICLE II

## FORMATION OF THE COMPANY

2.1 *Formation*. On December 18, 2001, the Articles of Organization of the Company were filed with the Secretary of State of the State of Texas pursuant to the Texas Act.

2.2 *Name*. The name of the Company is Texas Genco GP, LLC. If the Company shall conduct business in any jurisdiction other than the State of Texas, it shall register the Company or its trade name with the appropriate authorities in such state in order to have the legal existence of the Company recognized.

2.3 *Place of Business*. The initial principal place of business of the Company shall be 12301 Kurland Drive, Houston, Texas 77034. The Company may locate its places of business and registered office at any place or places as the Managers may from time to time deem advisable.

2.4 *Registered Office and Registered Agent*. The Company's registered office shall be at the office of its registered agent at 1021 Main Street, Suite 1150, Houston, Texas 77002, and the name of its initial registered agent at such address shall be CT Corporation System.

2.5 *Term*. The Company and this Agreement shall continue until the earliest of (a) such time as all of the Company's assets have been sold or otherwise disposed of, or (b) such time as the Company's existence has been terminated as otherwise provided herein or in the Texas Act.

2.6 *Purpose of the Company*. Subject to the further provisions hereof, the object and purpose of the Company is to engage in any lawful business activities in which a limited liability company formed under the Texas Act may engage or participate, including, without limitation, Owning and managing a general partner interest in the Partnership and exercising any and all rights and powers and performing and discharging any and all obligations and liabilities with respect to such general partner interest. The Company shall have any and all powers necessary or desirable to carry out the object and purpose of the Company to the extent the same may be legally exercised by limited liability companies under the Texas Act. The Company shall carry out the foregoing activities pursuant to its Articles of Organization and this Agreement.

## ARTICLE III

## INITIAL MEMBER

The name and place of business of the initial Member (the "Initial Member") are as follows:

Texas Genco Holdings, Inc.
12301 Kurland Drive
Houston, Texas 77034

## ARTICLE IV

## CAPITAL OF THE COMPANY

4.1 *Common Shares and Initial Contributions.*

(a) A class of equity interests denominated the "Common Shares" is hereby designated as the sole class of equity interests of the Company. Each issued and outstanding Common Share shall at any time represent that undivided portion of all of the rights, duties, obligations and ownership interests in the Company in proportion to the total number of Common Shares outstanding at such time.

(b) The Company will issue to the Initial Member 1,000 Common Shares upon payment of $1,000 to the Company from the Initial Member, which payment shall constitute the initial Capital Contribution of the Initial Member. Upon receipt of such initial Capital Contribution and issuance of such 1,000 Common Shares, such Common Shares shall be validly issued and outstanding, fully paid and nonassessable.

4.2 *Additional Contributions.* No Member shall be required to make additional Capital Contributions unless, and except on such terms as, the Members unanimously agree.

4.3 *Additional Issuances of Common Shares.*

(a) In the event of any additional Capital Contributions, and in order to raise additional capital or to acquire assets, to redeem or retire Company debt or for any other purpose, the Company is authorized to issue Common Shares from time to time to Members or to other Persons, subject to the approval of the Requisite Interest. The Company may assume liabilities in connection with any such issuance. The Managers shall determine the consideration and terms and conditions with respect to any such issuance of Common Shares. The Managers shall do all things necessary or advisable in connection with any such issuance, including, without limitation, compliance with any statute, rule, regulation or guideline of any federal, state or other governmental agency.

(b) Upon (i) the execution and delivery to the Company of this Agreement, as it may be amended, by any Person who is issued any Common Shares, (ii) receipt by the Company of any Capital Contribution required of such Person made in connection with the issuance of Common Shares, (iii) consent by all other Members to such Person being admitted as an Additional Member and (iv) any other action required by Texas law, such Person shall be admitted as an Additional Member of the Company.

4.4 *Record of Contributions.* The books and records of the Company shall include true and full information regarding the amount of cash and cash equivalents and designation and statement of the value of any other property contributed by each Member to the Company.

4.5 *No Fractional Common Shares.* No fractional Common Shares shall be issued by the Company unless otherwise determined by the Managers; instead, each fractional Common Share shall be rounded to the nearest whole Common Share.

4.6 *Interest.* No interest shall be paid by the Company on Capital Contributions.

4.7 *Loans from Members.* Loans by a Member to the Company shall not be considered Capital Contributions.

4.8 *Withdrawal or Reduction of Members' Capital Contributions.*

(a) A Member shall not be entitled to withdraw any part of his Capital Contribution or to receive any distribution from the Company, except as otherwise provided in this Agreement.

(b) A Member shall not receive out of the Company's property or other assets any part of his Capital Contributions until all liabilities of the Company, except liabilities to Members on account of their Capital Contributions, have been paid or there remains property or other assets of the Company sufficient to pay all such liabilities.

(c) A Member, irrespective of the nature of his Capital Contribution, has only the right to demand and receive cash in return for his Capital Contribution.

4.9 *Loans to Company.* Nothing in this Agreement shall prevent any Member from making secured or unsecured loans to the Company by agreement with the Company.

4.10 *Borrowing.* In the event that the Company, in order to discharge costs, expenses or indebtedness, requires funds in excess of the funds provided by Capital Contributions of the Members and by revenues, the Managers shall be authorized, at any time and from time to time, to cause the Company to borrow additional funds, as shall in the judgment of the Managers be sufficient for such purposes and upon such terms as the Managers may deem advisable.

4.11 *No Further Obligation.* Except as expressly provided for in or contemplated by this Article IV, no Member shall have any obligation to provide funds to the Company, whether by Capital Contributions, loans, return of monies received pursuant to the terms of this Agreement or otherwise.

## ARTICLE V

## RIGHTS AND OBLIGATIONS OF MEMBERS

5.1 *Limitation of Members' Responsibility, Liability.* A Member shall not be personally liable for any amount in excess of its Capital Contribution, and shall not be liable for any of the debts or losses of the Company, except to the extent that a liability of the Company is founded upon or results from an unauthorized act or activity of such Member. In addition, each Member's liability shall be limited as set forth in the Texas Act and other applicable law.

5.2 *Return of Distributions.* In accordance with Article 5.09 of the Texas Act, a Member will be obligated to return any distribution from the Company only as provided by applicable law.

5.3 *Priority and Return of Capital.* Except as may be provided in this Agreement, no Member shall have priority over any other Member, either as to the return of Capita] Contributions or as to profits, losses or distributions; provided that this Section 5.3 shall not apply to loans (as distinguished from Capital Contributions) that a Member has made to the Company.

**ARTICLE VI**

**MEETINGS OF MEMBERS; AMENDMENTS**

6.1 *Meetings.* Meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by any Manager or by any Member or group of Members holding, in the aggregate, 25% or more of the Common Shares entitled to vote at such meeting.

6.2 *Place of Meetings.* The Members may designate any place as the place of meeting for any meeting of the Members. If no designation is made, the meeting shall be held at the principal offices of the Company.

6.3 *Notice of Meetings.* Except as provided in Section 6.4, written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than ten nor more than 60 days before the date of the meeting, either personally or by mail, by or at the direction of the Manager or Person calling the meeting, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his address as it appears on the books of the Company, with postage thereon prepaid. If transmitted by way of facsimile, such notice shall be deemed to be delivered on the date of such facsimile transmission to the fax number, if any, for the respective Member that has been supplied by such Member to the Managers and identified as such Member's facsimile number.

6.4 *Meeting of All Members.* If all of the Members shall meet at any time and place and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting lawful action may be taken.

6.5 *Record Date.* For the purpose of determining Members entitled to notice of or to vote at any meeting of Members, the Managers may set a record date. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section 6.5, such determination shall apply to any adjournment thereof.

6.6 *Quorum.* Members holding at least a majority of the outstanding Common Shares entitled to vote, represented in person or by proxy, shall constitute a quorum at any meeting of Members. In the absence of a quorum at any such meeting, Members holding a majority of such Common Shares so represented may adjourn the meeting from time to time for a period not to exceed 60 days without further notice. However, if the adjournment is for more than 60 days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member of record entitled to vote at the meeting.

At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted that might have been transacted at the meeting as originally noticed. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal during such meeting of Members holding that number of Common Shares whose absence would cause less than a quorum.

6.7 *Manner of Acting.* If a quorum is present, the affirmative vote of the Requisite Interest on the subject matter shall be the act of the Members, unless the vote of a greater or lesser proportion or number is otherwise required by the Texas Act, by the Articles of Organization or by this Agreement.

6.8 *Proxies.* At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Managers of the Company before or at the time of the meeting. No proxy shall be valid after 11 months from the date of its execution, unless otherwise provided in the proxy.

6.9 *Action by Members Without a Meeting.* Action required or permitted to be taken at a meeting of Members may be taken without a meeting, without prior notice and without a vote if the action is evidenced by one or more written consents describing the action taken, signed by Members entitled to vote thereon holding not fewer than the minimum number of Common Shares that would be necessary to take the action at a meeting at which all Members entitled to vote on the action were present and voted, and delivered to the Managers of the Company for inclusion in the minutes or for filing with the Company records. Action taken under this Section 6.9 is effective when all Members entitled to vote thereon holding not fewer than the minimum number of Common Shares that would be necessary to take such action have signed the consent, unless the consent specifies a different effective date. The record date for determining Members entitled to take action without a meeting shall be the date the first Member signs a written consent.

6.10 *Waiver of Notice.* When any notice is required to be given to any Member, a waiver thereof in writing signed by the Person entitled to such notice, whether before, at or after the time stated therein, shall be equivalent to the giving of such notice.

6.11 *Special Prohibitions and Limitations.* Without the prior approval of the Requisite Interest, the Company shall not (i) sell, exchange or otherwise dispose of all or substantially all of the assets of the Company outside the ordinary course of business of the Company (provided, however, that this provision shall not be interpreted to preclude or limit the mortgage, pledge, hypothecation or grant of a security interest in all or substantially all of the assets of the Company and shall not apply to any forced sale of any or all of the assets of the Company pursuant to the foreclosure of (or in lieu of foreclosure), or other realization upon, any such encumbrance), (ii) merge, consolidate or combine with any other Person, or (iii) issue additional Common Shares.

6.12 *Amendments to be Adopted Solely by the Managers.* The Managers, without the consent at the time of any Member, may amend any provision of this Agreement and execute, swear to, acknowledge, deliver, file and record whatever documents may be required in connection therewith, to reflect:

(a) a change in the name of the Company or the location of the principal place of business of the Company;

(b) the admission, substitution or withdrawal of Members in accordance with this Agreement;

(c) a change that is necessary or advisable in the opinion of the Managers to qualify the Company as a company in which members have limited liability under the laws of any state or other jurisdiction or to ensure that the Company will not be treated as an association taxable as a corporation for federal income tax purposes;

(d) a change that (i) in the sole discretion of the Managers does not adversely affect the Members in any material respect, (ii) is necessary or desirable to satisfy any requirements, conditions or guidelines contained in any opinion, directive, order, ruling or regulation of any federal or state agency or contained in any federal or state statute or (iii) is required or contemplated by this Agreement;

(e) a change in any provision of this Agreement that requires any action to be taken by or on behalf of the Company or the Members pursuant to the requirements of Texas law if the provisions of Texas law are amended, modified or revoked so that the taking of such action is no longer required; provided that this Section 6.12(e) shall be applicable only if such changes are not materially adverse to the Members;

(f) a change that is necessary or desirable in connection with the issuance of Common Shares pursuant to Section 4.3; or

(g) any other amendments similar to the foregoing.

Each Member hereby appoints each Manager as its attorney-in-fact to execute any amendment permitted by this Section 6.12.

6.13 *Amendments.* A proposed amendment to this Agreement (other than one permitted by Section 6.12) shall be effective upon its adoption by Members holding at least 80% of the issued and outstanding Common Shares at such time. The Company shall notify all Members upon final adoption or rejection of any proposed amendment to this Agreement.

## ARTICLE VII

## RIGHTS AND DUTIES OF MANAGERS

7.1 *Management.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under, its Managers. In addition to the powers and authorities expressly conferred by this Agreement upon the Managers, the Managers may exercise all such powers of the Company and do all such lawful acts and things as are not directed or required to be exercised or done by the Members by the Texas Act, the Articles of Organization or this Agreement.



7.2 *Number and Qualifications.* The number of Managers of the Company shall initially be one; but the number of Managers may be changed by unanimous agreement of the Members. Managers need not be residents of the State of Texas or Members of the Company. The Managers, in their discretion, may elect a chairman of the Managers who shall preside at any meetings of the Managers.

7.3 *Powers of the Managers.* Without limiting the generality of Section 7.1, the Managers shall have power and authority, acting in accordance with this Agreement, to cause the Company to do and perform all acts as may be necessary or appropriate to the conduct of the Company's business, including, without limitation, causing the Company to act in its capacity as the general partner of the Partnership; provided, however, that the Managers must obtain approval of the Members, or the affirmative vote of more than a majority of the Managers, as the case may be, in order to, on behalf of the Company in its capacity as general partner of the Partnership, take any action, give any approval or make any determination with respect to the Partnership, to the same extent that this Agreement would require Member approval or the affirmative vote of more than a majority of Managers for the taking of such action, giving of such approval or making of such determination with respect to the Company.

7.4 *Initial Manager.* The initial Manager shall be Jack Fusco. The Members shall have the right to take action pursuant to a meeting of the Members or unanimous written consent of the Members to designate one or more Managers and to remove, replace or fill any vacancy occurring for any reason of any Manager.

7.5 *Place of Meetings.* All meetings of the Managers of the Company or committees thereof may be held either within or without the State of Texas. Any Manager may participate in a meeting by means of conference telephone or similar equipment, and participation by such means shall constitute presence in person at the meeting.

7.6 *Meetings of Managers.* Meetings of the Managers may be called by any Manager on two days' notice to each Manager, either personally or by mail, telephone or telegram.

7.7 *Quorum.* At all meetings of the Managers, the presence of a majority of the Managers shall be necessary and sufficient to constitute a quorum for the transaction of business unless a greater number is required by law. The act of a majority of the Managers present at a meeting at which a quorum is present shall be the act of the Managers, except as otherwise provided by law, the Articles of Organization or this Agreement. If a quorum shall not be present at any meeting of the Managers, the Managers present at the meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

7.8 *Attendance and Waiver of Notice.* Attendance of a Manager at any meeting shall constitute a waiver of notice of such meeting, except where a Manager attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Managers need be specified in the notice or waiver of notice of such meeting.

7.9 *Action by Managers Without a Meeting.* Action required or permitted to be taken at a meeting of Managers may be taken without a meeting, without prior notice and without a vote if the action is evidenced by one or more written consents describing the action taken, signed by the Managers having not fewer than the minimum number of votes that would be necessary to take the action at a meeting at which all Managers entitled to vote on the action were present and voted, and included in the Company minutes or records. Action taken under this Section 7.9 is effective when the requisite number of Managers have signed the consent, unless the consent specifies a different effective date. The record date for determining Managers entitled to take action without a meeting shall be the date the first Manager signs a written consent.

7.10 *Compensation of Managers.* Managers, as such, shall not receive any stated salary for their services, but shall receive such compensation for their services as may be from time to time approved by the Members, provided that nothing contained in this Agreement shall preclude any Manager from serving the Company in any other capacity and receiving compensation for service. In addition, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each meeting of the Managers.

7.11 *Committees.* The Managers may, by resolution, designate from among the Managers one or more committees, each of which shall be comprised of one or more Managers, and may designate one or more of the Managers as alternate members of any committee, who may, subject to any limitations imposed by the Managers, replace absent or disqualified Managers at any meeting of that committee. Such committee shall have and may exercise all of the authority of the Managers, subject to the limitations set forth in this Agreement and under the Texas Act.

7.12 *Liability of Managers.* A Manager shall not be liable under any judgment, decree or order of a court, or in any other manner, for any debt, obligation or liability of the Company by reason of his acting as a Manager of the Company. A Manager of the Company shall not be personally liable to the Company or its Members for monetary damages for breach of fiduciary duty as a Manager, except for liability for any acts or omissions that involve intentional misconduct, fraud or a knowing violation of law or for a distribution in violation of Texas law as a result of the willful or grossly negligent act or omission of the Manager. If the laws of the State of Texas are amended after the date of this Agreement to authorize action further eliminating or limiting the personal liability of Managers, then the liability of a Manager of the Company, in addition to the limitation on personal liability provided herein, shall be limited to the fullest extent permitted by the amended laws of the State of Texas. Any repeal or modification of this Section 7.12 by the Members of the Company shall be prospective only, and shall not adversely affect any limitation on the personal liability of a Manager of the Company existing at the time of such repeal or modification or thereafter arising as a result of acts or omissions prior to the time of such repeal or modification.

7.13 *Officers.* The Managers of the Company may elect the officers of the Company, who shall hold offices specified by the Managers for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Managers; and each officer of the Company shall hold office until his successor is chosen and qualified or until his earlier resignation or removal. Any officer elected by the Managers may be removed at any time

by the affirmative vote of at least a majority of the Managers. Any vacancy occurring in any office of the Company may be filled by the affirmative vote of at least a majority of the Managers. The salaries of all officers of the Company shall be fixed by the Managers.

## ARTICLE VIII

## INDEMNIFICATION

8.1 *Indemnification*. Subject to the approvals required by Sections 8.5 and 8.6, each Person who at any time shall be, or shall have been, a Member, Manager, officer, employee or agent of the Company, or any Person who is or was serving at the request of the Company as a director, member, manager, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of an Entity (but excluding Persons providing trustee, fiduciary or custodial services on a fee-for-services basis), shall be entitled to indemnification as provided herein and to the fullest extent permitted by the provisions of Texas law or any successor statutory provisions, as from time to time amended (any such Person serving in any of the aforesaid capacities who was or is or is threatened to be made a party or a witness to any action or proceeding as described in Sections 8.2, 8,3 or 8.5 by reason of his status as such, being hereinafter referred to as an "Indemnitee"). Any repeal of this Section 8.1 shall be prospective only, and shall not adversely affect any right of indemnification existing at the time of such repeal or modification or thereafter arising as a result of acts or omissions prior to the time of such repeal or modification. If any provision or provisions of this Agreement relating to indemnification shall be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby; and, to the fullest extent possible, the provisions of this Agreement shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable, including, without limitation, by allowing indemnification by vote of the Members or Managers or the disinterested minority thereof.

8.2 *Power to Indemnify in Actions, Suits or Proceedings Other Than Those by or in the Right of the Company.* Without limiting the provisions of Section 8.1 and subject to the approvals required by Sections 8.5 and 8.6, the Company shall indemnify an Indemnitee who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Company) by reason of the Indemnitee's status as such against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the Indemnitee in connection with such action, suit or proceeding, if the Indemnitee acted in good faith and in a manner the Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the Indemnitee's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Indemnitee did not act in good faith and in a manner that the Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the Indemnitee's conduct was unlawful.

8.3 *Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Company.* Without limiting the provisions of Section 8.1 and subject to the approvals required by Sections 8.5 and 8.6, the Company shall indemnify an Indemnitee who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, administrative or investigative, by or in the right of the Company to procure a judgment in its favor by reason of the Indemnitee's status as such against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the Indemnitee in connection with such action, suit or proceeding, if the Indemnitee acted in good faith and in a manner the Indemnitee reasonably believed to be in or not opposed to the best interests of the Company; except that no indemnification shall be made in respect of any claim, issue or matter as to which the Indemnitee shall have been adjudged to be liable to the Company unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, the Indemnitee is fairly and reasonably entitled to indemnification for such expenses that the court shall deem proper.

8.4 *Good Faith Defined.* For purposes of any determination under this Article VIII, an Indemnitee shall be deemed to have acted in good faith and in a manner such Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe such Indemnitee's conduct was unlawful, if such Indemnitee's action is based upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any of the Members, Managers, officers, employees or committees of the Company or by any other Person as to matters the Indemnitee reasonably believes are within such Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to the Members might properly be paid. The provisions of this Section 8.4 shall not be deemed to be exclusive or to limit in any way the circumstances in which an Indemnitee may be deemed to have met the applicable standards of conduct set forth in the provisions of the Texas Act, or in Section 8.2 or Section 8.3, as the case may be.

8.5 *Advancement or Reimbursement of Expenses.* The Company may pay in advance or reimburse expenses actually or reasonably incurred or anticipated by an Indemnitee in connection with an appearance as a witness or other participation in a proceeding whether or not such Indemnitee is a named defendant or a respondent in the proceeding. To obtain reimbursement or an expense advance, the requesting Indemnitee shall submit to the Company a written request with such information as is reasonably available. If the expense advance is to be paid prior to final disposition of the proceeding, there shall be included a written statement of such Indemnitee's good faith belief that such indemnification is appropriate under the circumstances and that such Indemnitee has met the necessary standard of conduct under Section 8.2 or Section 8.3 as applicable or otherwise has met any applicable standard of conduct under the Texas Act and an undertaking to repay any amount paid if it is ultimately determined that those conduct requirements were not met. Upon receipt of the request, the Managers (by unanimous agreement), shall determine whether such Indemnitee is entitled to such reimbursement or an expense advance. If the request is rejected, the Company shall notify such

Indemnitee of the reason therefor. If, within sixty days of the Company's receipt of the request, the request for payment is not acted on, such Indemnitee shall have the right to an adjudication in any court of competent jurisdiction of such Indemnitee's entitlement to such indemnification or expense advance.

8.6 *Nonexclusivity and Survival of Indemnification.* The indemnification and advancement of expenses provided by, or granted pursuant to, the other subsections of this Article VIII shall not be deemed exclusive of any other rights to which an Indemnitee may be entitled under applicable law, this Agreement, any other agreement, by vote of the disinterested Members or Managers or otherwise, both as to action in an official capacity and as to action in any other capacity while an Indemnitee, it being the policy of the Company that, if the Managers unanimously approve, indemnification specified in this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any Person who is not specified in this Article VIII but whom the Company has the power or obligation to indemnify under the provisions of the Texas Actor otherwise.

8.7 *Insurance.* The Company may purchase and maintain insurance on behalf of any Person who is or was a Member, Manager, officer, employee or agent of the Company, or any other Person, as the Managers may determine, against any liability that may be asserted against and incurred by such Person in connection with the Company's activities or such Person's activities on behalf of the Company, whether or not the Company would have the power or the obligation to indemnify such Person against such liability under the provisions of this Article VIII.

8.8 *Interested Party Transactions.* Without limiting the generality of any other provision hereof, the Company may (except as otherwise specifically provided for in this Agreement) enter into any contract, arrangement or transaction between the Company and one or more Members, Managers or officers, or between the Company and an Entity that is an Affiliate of one or more Members, Managers or officers or in which a Member, Manager or officer has an interest or serves as a director, member, manager, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary and such contract, arrangement or transaction shall not, because of such interest by or position of a Member, Manager or officer, be void or voidable nor impose on any such Person any burden or obligation to show the fairness of the contract, arrangement or transaction, but shall instead be accorded the same treatment as a contract, arrangement or understanding between the Company and an unrelated party.

## ARTICLE IX

## ISSUANCE OF CERTIFICATES

9.1 *Issuance of Certificates.* Upon the issuance of Common Shares, the Company shall issue one or more Certificates in the name of the Members owning such Common Shares. Upon the transfer of a Common Share, the Company shall issue replacement Certificates according to such procedures as the Company may reasonably establish.

9.2 *Certificate Legend.* The Company hereby irrevocably elects that the Common Shares shall be securities governed by Article 8 of the Uniform Commercial Code of Texas and

may be represented by certificates. Each certificate evidencing Common Shares of the Company shall bear the following legend: "This certificate evidences an interest in Texas Genco GP, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

9.3 *Lost, Stolen or Destroyed Certificates.* The Company shali issue a new Certificate in place of any Certificate previously issued if the registered owner of the Certificate:

(a) makes proof by affidavit, in form and substance satisfactory to the Company, that a previously issued Certificate has been lost, destroyed or stolen;

(b) requests the issuance of a new Certificate before the Company has notice that the Certificate has been acquired by a purchaser for value in good faith and without notice of an adverse claim;

(c) if requested by the Company, delivers to the Company a bond, in form and substance satisfactory to the Company, with such surety or sureties and with fixed or open penalty as the Company may direct to indemnify the Company against any claim that may be made on account of the alleged loss, destruction or theft of the Certificate; and

(d) satisfies any other reasonable requirements imposed by the Company.

When a Certificate has been lost, destroyed or stolen, and the Member fails to notify the Company within a reasonable time after he has notice of it, and a transfer of the Common Shares represented by the Certificate is registered before the Company receives such notification, the Member shall be precluded from making any claim against the Company for such transfer or for a new Certificate.

9.4 *Registered Owners.* The Company shall be entitled to treat the registered owner of any Common Shares as the Person that owns such Common Shares and, accordingly, shali not be bound to recognize any equitable or other claim to or interest in such Common Shares on the part of any other Person, regardless of whether it shall have actual or other notice thereof, except as otherwise provided by law.

## ARTICLE X

## ALLOCATIONS AND DISTRIBUTIONS

10.1 *Allocations.* Except as may otherwise be unanimously agreed by the Members, all items of income, gain, loss, deduction, and credit of the Company shall be allocated among the Members in accordance with their Capital Percentages.

10.2 *Distributions.* From time to time the Managers by unanimous agreement may determine to what extent (if any) the Company's cash on hand exceeds its current and anticipated needs, including, without limitation, for operating expenses, debt service, acquisitions, and a reasonable contingency reserve, and if such an excess exists, cause the Company to distribute to

the Members, in accordance with their Capital Percentages, an amount in cash equal to that excess.

10.3 *Limitation Upon Distributions.* Notwithstanding anything herein to the contrary, no distribution may be made to the Members if such distribution would violate the terms of Article 5.09 of the Texas Act.

## ARTICLE XI

## ACCOUNTING PERIOD, RECORDS AND REPORTS

11.1 *Accounting Period.* The fiscal year of the Company shall be the calendar year ending December 31 or such other period as the Managers may determine (the "Fiscal Year").

11.2 *Records, Audits and Reports.* At the expense of the Company, the Managers shall maintain records and accounts of all operations and expenditures of the Company.

11.3 *Inspection.* The books and records of the Company shall be maintained at the principal place of business of the Company and shall be open to inspection by the Members at all reasonable times during any business day.

## ARTICLE XII

## TAX MATTERS

12.1 *Tax Returns and Elections.* The Managers or their designees shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code, if any, and all other tax returns and other tax filings and elections that the Managers or their designees deem necessary. Copies of such returns, or pertinent information therefrom, shall be furnished to the Members as promptly as practicable after filing.

12.2 *State, Local or Foreign Income Taxes.* In the event state or foreign income taxes are applicable, any references to federal income taxes or to "income taxes" contained herein shall refer to federal, state, local and foreign income taxes. References to the Code or Treasury regulations promulgated under the Code shall be deemed to refer to corresponding provisions that may become applicable under state, local or foreign income tax statutes and regulations.

12.3 *Assignments and Issuance of Additional Common Shares.* The Company shall allocate taxable items attributable to a Common Share that is assigned or newly issued during a Fiscal Year between the assignor and the assignee of such Common Share or the existing Members and the new Members by closing the books of the Company as of the end of the day prior to the day in which such Common Shares are assigned or issued.

## ARTICLE XIII

## RESTRICTIONS ON TRANSFERABILITY; ADMISSION OF SUBSTITUTE MEMBERS

13.1 *Generally.* All Common Shares at any time and from time to time outstanding shall be held subject to the conditions and restrictions set forth in this Article XIII, which conditions and restrictions shall apply equally to the Members and their respective transferees (except as otherwise expressly stated), and each Member by executing this Agreement or by accepting a certificate or other indicia of ownership therefor from the Company agrees with the Company and with each other Member to such conditions and restrictions. Without limiting the generality of the foregoing, the Company shall require as a condition to the transfer of record ownership of Common Shares that the transferee of such Common Shares execute and deliver this Agreement as evidence that such Common Shares are held subject to the terms, conditions and restrictions set forth herein.

13.2 *Restriction on Transfer.* No Common Shares shall be sold, assigned, given, transferred, exchanged, devised, bequeathed, pledged or otherwise disposed of to any Person except upon the unanimous approval of the Members and otherwise in accordance with the terms of this Agreement. All certificates representing the respective Common Shares shall contain conspicuous notation on such certificate indicating that the transfer of such Common Shares is subject to the terms and restrictions of this Agreement, and each Member consents to the placement of such legend on the certificate or certificates representing the Common Shares owned by such Member.

13.3 *Substituted Members.* Any Person that acquires any Common Shares that is not already a Member shall not have the right to participate in the management of the business and affairs of the Company, to vote such Common Shares, or to become a Member of the Company unless the Members of the Company unanimously consent to such Person becoming a Member of the Company. If such Person is not admitted as a Member of the Company, such Person only is entitled to receive the share of profits, distributions, and allocations of income, gain, loss, deduction, credit, or similar item to which the Person would be entitled if such Person were a Member of the Company.

## ARTICLE XIV

## DISSOLUTION AND TERMINATION

14.1 *Dissolution.*

(a) The Company shall dissolve upon the occurrence of any of the following events:

(i) if all of the Members so agree in writing;

(ii) if the Requisite Interest votes to dissolve the Company; or

(iii) as provided in Section 2.5 hereto.

(b) The personal representative (or other successor-in-interest) of a deceased Member shall, subject to the provisions of Article XIII, succeed to the deceased Member's interest in the Company. However, such personal representative (or other successor in interest) shall not be entitled to be admitted as a Member unless the conditions specified in Article XIII are met.

14.2 *Effect of Dissolution.* Upon the occurrence of any of the events specified in this Article XIV effecting the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but its separate existence shall continue until a certificate of dissolution has been issued by the Secretary of State of the State of Texas or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

14.3 *Winding Up, Liquidating and Distribution of Assets.*

(a) Upon dissolution, an accounting shall be made of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Managers shall immediately proceed to wind up the affairs of the Company.

(b) If the Company is dissolved and its affairs are to be wound up, the Managers shall (1) sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Managers may determine to distribute any assets in kind to the Members), (2) allocate any income or loss resulting from such sales to the Members in accordance with this Agreement, (3) discharge all liabilities to creditors in the order of priority as provided by law, (4) discharge all liabilities of the Members (other than liabilities to Members or for Capital Contributions to the extent unpaid in breach of an obligation to do so), including all costs relating to the dissolution, winding up and liquidation and distribution of assets, (5) establish such reserves as the Managers may determine to be reasonably necessary to provide for contingent liabilities of the Company, (6) discharge any liabilities of the Company to the Members other than on account of their interests in Company capital or profits and (7) distribute the remaining assets to the Members, either in cash or in kind, as determined by the Managers, pro rata according to the relative number of Common Shares held by each. If any assets of the Company are to be distributed in kind, the net fair market value of such assets as of the date of dissolution shall be determined by independent appraisal or by agreement of the Managers.

(c) Notwithstanding anything to the contrary in this Agreement, upon a liquidation of the Company no Member shall have any obligation to make any contribution to the capital of the Company other than any Capital Contributions such Member agreed to make in accordance with this Agreement.

(d) Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated.

(e) The Managers shall comply with any applicable requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

14.4 *Articles of Dissolution.* When all debts, liabilities and obligations have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets have been distributed to the Members, Articles of Dissolution shall be executed and filed with the Secretary of State of the State of Texas, which Articles shall set forth the information required by the Texas Act.

14.5 *Return of Contribution Non-recourse to Other Members.* Except as provided by law, upon dissolution, each Member shall look solely to the assets of the Company for the return of the Member's Capital Contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the cash or other property contribution of one or more Members, such Member or Members shall have no recourse against any other Member.

## ARTICLE XV

## MISCELLANEOUS PROVISIONS

15.1 *Notices.* Any notice, demand or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party or to an executive officer of the party to whom the same is directed or if sent by registered or certified mail, postage and charges prepaid, addressed to the Member's and/or Company's address, as appropriate, which is set forth in this Agreement. If mailed, any such notice shall be deemed to be delivered two calendar days after being deposited in the United States mail with postage thereon prepaid, addressed and sent as aforesaid.

15.2 *Books of Account and Records.* Proper and complete records and books of account in which shall be entered fully and accurately all transactions and other matters relating to the Company's business in such detail and completeness as is customary and usual for businesses of the type engaged in by the Company shall be kept or shall be caused to be kept by the Company. Such books and records shall be maintained as provided in Section 11.3.

15.3 *Application of Texas Law.* This Agreement, and the application of interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Texas, and specifically the Texas Act.

15.4 *Waiver of Action for Partition.* Each Member irrevocably waives, during the term of the Company, any right that such Member may have to maintain any action for partition with respect to the property and assets of the Company.

15.5 *Execution of Additional Instruments.* Each Member hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules or regulations.

15.6 *Gender and Number.* Whenever required by the context, as used in this Agreement, the singular number shall include the plural and the neuter shall include the masculine or feminine gender, and vice versa.

15.7 *Headings.* The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

15.8 *Waivers.* No waiver of any right under this Agreement shall be effective unless evidenced in writing and executed by the Person entitled to the benefits thereof. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent another act or omission, which would have originally constituted a violation, from having the effect of an original violation.

15.9 *Rights and Remedies Cumulative.* The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other rights or remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, rule, regulation or otherwise.

15.10 *Severability.* If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

15.11 *Heirs, Successors and Assigns.* Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

15.12 *Creditors.* None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Company or any creditor of any Member of the Company.

15.13 *Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

EXECUTED to be effective as of the date first above written.

**TEXAS GENCO HOLDINGS, INC.**

By: _____
Name:
Title:

**Exhibit 3.189**

FILED
In the Office of the
Secretary of State of Texas
AUG 24 2001
Corporations Section

**ARTICLES OF INCORPORATION**

**of**

**TEXAS GENCO HOLDINGS, INC.**

The undersigned, a natural person of the age of eighteen years or more, acting as incorporator of a corporation under the Texas Business Corporation Act, hereby adopts the following Articles of Incorporation for the corporation:

**ARTICLE I**
**NAME**

The name of the corporation is Texas Genco Holdings, Inc., hereinafter referred to as the "Corporation."

**ARTICLE II**
**DURATION**

The Corporation shall have perpetual existence.

**ARTICLE III**
**PURPOSE**

The purpose or purposes for which the Corporation is organized is the transaction of all lawful business for which corporations may be organized under the Texas Business Corporation Act.

**ARTICLE IV**
**AUTHORIZED SHARES**

The aggregate number of shares that the Corporation shall have the authority to issue is one thousand (1,000) shares of Common Stock, par value $1.00 per share.

Voting Rights. The holders of the Common Stock shall be entitled to one vote per share for the election of directors and for all other purposes upon which such holders are entitled to vote.

**ARTICLE V**
**COMMENCEMENT OF BUSINESS**

The Corporation will not commence business until it has received for the issuance of its shares consideration of the value of one thousand dollars ($1,000) consisting of money, labor done or property actually received.

**ARTICLE VI**
**PREEMPTIVE RIGHTS**

No shareholder of the Corporation shall have by reason of his holding shares of Common Stock of the Corporation any preemptive or preferential right to acquire or subscribe for any additional, unissued or treasury shares of any class of the Corporation now or hereafter to be authorized, or any notes, debentures, bonds, or other securities convertible into or carrying any right, option or warrant to subscribe to or acquire shares of any class now or hereafter to be authorized, whether or not the issuance of any such shares, or such notes, debentures, bonds or other securities, would adversely affect the dividends or voting rights of such shareholder, and the board of directors may issue or authorize the issuance of shares of any class, or any notes, debentures, bonds or other securities convertible into or carrying rights, options or warrants to subscribe to or acquire shares of any class, without offering any such shares of any class, either in whole or in part, to the existing shareholders of any class.

**ARTICLE VII**
**REGISTERED AGENT**

The street address of the Corporation's initial registered office is 1111 Louisiana, Houston, Texas 77002 and the name of its initial registered agent is Scott E. Rozzell.

**ARTICLE VIII**
**DIRECTORS**

The number of directors constituting the initial board of directors is one (1) and the name and address of the person who is to serve as director until the first annual meeting of the shareholders or until the successor is elected and qualified is:

| Name | Address |
|---|---|
| David M. McClanahan | 1111 Louisiana<br>Houston, Texas 77002 |

The number of directors of the Corporation shall be fixed by, or in the manner provided in, the bylaws. Directors of the Corporation shall be elected by majority vote. Cumulative voting is prohibited.

**ARTICLE IX**
**CONSENT OF SHAREHOLDERS IN LIEU OF MEETING**

Unless contrary to law, any action required or permitted to be taken at any meeting of shareholders of the Corporation may be taken without a meeting, without prior notice and without a vote, if a consent or counterpart consents in writing, setting forth the action so taken, shall be signed by the holder or holders of shares having not less than the minimum number of votes that would be necessary to authorize the taking of such actions at a meeting at

which all shares entitled to vote on the action were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those shareholders who have not consented in writing.

**ARTICLE X**
**EXEMPTION OF DIRECTORS FROM LIABILITY**

A director of the Corporation shall not be liable to the Corporation or its shareholders for monetary damages for an act or omission in the director's capacity as a director, except to the extent otherwise expressly provided by a statute of the State of Texas. If any statute of the State of Texas is adopted or amended, subsequent to the adoption of this Article, to authorize action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by such statute or statutes, as so adopted or amended. Any repeal or modification of this Article shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

**ARTICLE XI**
**INCORPORATOR**

The name of the incorporator is Richard B. Dauphin whose address is 1111 Louisiana, Houston, Texas 77002.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation this 23rd day of August, 2001.

/s/ Richard B. Dauphin
Richard B. Dauphin
Incorporator

FILED
In the Office of the
Secretary of State of Texas
DEC 18 2002
Corporations Section

**ARTICLES OF AMENDMENT**

**to the**

**ARTICLES OF INCORPORATION**

**of**

**TEXAS GENCO HOLDINGS, INC.**

Texas Genco Holdings, Inc., a Texas corporation (the "Corporation"), pursuant to the provisions of Article 4.04 of the Texas Business Corporation Act, as amended (the "TBCA") hereby adopts the following Articles of Amendment to its Articles of Incorporation (the "Articles of Incorporation"):

**ARTICLE ONE**

The name of the Corporation is Texas Genco Holdings, Inc.

**ARTICLE TWO**

The following amendment (the "Amendment") to the Articles of Incorporation was duly adopted by the sole shareholder of the Corporation on the 2nd day of December, 2002:

Article IV of the Articles of Incorporation is deleted in its entirety and the following is inserted in lieu thereof:

"ARTICLE IV

The aggregate number of shares of capital stock that the Corporation shall have authority to issue is 160,000,000 shares of common stock, par value $.001 per share ("Common Stock"). The Corporation may issue shares of Common Stock from time to time for such consideration and for such corporate purposes as the Board of Directors of the Corporation (the "Board of Directors") may from time to time determine.

Simultaneously with the effectiveness of the amendment to the Articles of Incorporation effected by these Articles of Amendment (the "Effective Date"), each share of common stock, par value $1.00 per share, of the Corporation issued and outstanding on the date of and immediately prior to the Effective Date ("Old Common Stock"), and all rights in respect thereof shall automatically and without any action on the part of the Corporation or holder thereof be reclassified and converted into 80,000 duly authorized, validly issued, fully paid and non-assessable shares of common stock, par value $.001 per share, of the Corporation ("New Common Stock"). Each holder of a certificate or certificates that immediately prior to the Effective Date represented outstanding shares of Old Common Stock (the "Old Certificates," whether one or more) shall be entitled to receive upon surrender of such Old Certificates to the Secretary of the Corporation for cancellation, a certificate or certificates (the "New Certificates,"

whether one or more) representing the number of whole shares of New Common Stock into which and for which the shares of Old Common Stock formerly represented by such Old Certificates so surrendered, are reclassified under the terms hereof. From and after the Effective Date, Old Certificates shall represent only the right to receive New Certificates pursuant to the provisions hereof. If more than one Old Certificate shall be surrendered at one time for the account of the same stockholder, the number of shares of New Common Stock for which New Certificates shall be issued shall be computed on the basis of the aggregate number of shares represented by the Old Certificates so surrendered. If any New Certificate is to be issued in a name other than that in which the Old Certificates surrendered for exchange are issued, the Old Certificates so surrendered shall be properly endorsed and otherwise in proper form for transfer, and the person or persons requesting such exchange shall affix any requisite stock transfer tax stamps to the Old Certificates surrendered, or provide funds for their purchase, or establish to the satisfaction of the Secretary of the Corporation that such taxes are not payable."

**ARTICLE THREE**

The number of shares of the Corporation outstanding at the time of the adoption of the Amendment was 1,000 shares of common stock, par value $1.00 per share (the "Common Stock"), and the number of shares entitled to vote on the Amendment was 1,000 shares of Common Stock.

**ARTICLE FOUR**

The holder of all of the shares outstanding and entitled to vote on the Amendment has signed a consent in writing pursuant to Article 9.10 of the TBCA adopting the Amendment and any written notice required by Article 9.10 of the TBCA has been given.

**ARTICLE FIVE**

As a result of the reclassification of the Corporation's shares effected by the Amendment, the Corporation's stated capital shall be increased in amount sufficient to make up the aggregate par value of the Corporation's issued and outstanding shares following the reclassification. The amount of stated capital of the Corporation after giving effect to the Amendment shall be $80,000.00.

IN WITNESS WHEREOF, the undersigned Corporation has executed these Articles of Amendment this 17th day of December, 2002.

TEXAS GENCO HOLDINGS, INC.

By: /s/ Richard B. Dauphin
Name: Richard B. Dauphin
Title: Assistant Corporate Secretary

[SEAL]

**Office of the Secretary of State**
**Corporations Section**
**P.O. Box 13697**
**Austin, Texas 78711-3697**

**FILED**
**In the Office of the**
**Secretary of State of Texas**
**DEC 18 2002**
**Corporations Section**

**CHANGE OF REGISTERED AGENT/REGISTERED OFFICE**

1. The name of the entity is Texas Genco Holdings, Inc.

   and the file number issued to the entity by the secretary of state is 800004728

2. The entity is: (Check one.)

   ☒ a *business corporation,* which has authorized the changes indicated below through its board of directors or by an officer of the corporation so authorized by its board of directors, as provided by the Texas Business Corporation Act.

   ☐ a *non-profit corporation,* which has authorized the changes indicated below through its board of directors or by an officer of the corporation so authorized by its board of directors, or through its members in whom management of the corporation is vested pursuant to article 2.14C, as provided by the Texas Non-Profit Corporation Act.

   ☐ *a limited liability company,* which has authorized the changes indicated below through its members or managers, as provided by the Texas Limited Liability Company Act.

   ☐ a *limited partnership,* which has authorized the changes indicated below through its partners, as provided by the Texas Revised Limited Partnership Act.

   ☐ an *out-of-state financial institution,* which has authorized the changes indicated below in the manner provided under the laws governing its formation.

3. The registered office address as PRESENTLY shown in the records of the Texas secretary of state is 1111 Louisiana, Houston, Texas 77002

4. ☒ A. The address of the NEW registered office is: (Please provide street address, city, state and zip code. The address must be in Texas.)

   1021 Main Street, Suite 1150, Houston, Texas 77002

OR ☐ B. The registered office address will not change.

5. The name of the registered agent as PRESENTLY shown in the records of the Texas secretary of state is Scott E. Rozzell

6. ☒ A. The name of the NEW registered agent is CT Corporation System

OR ☐ B. The registered agent will not change.

7. Following the changes shown above, the address of the registered office and the address of the office of the registered agent will continue to be identical, as required by law.

By: /s/ Richard B. Dauphin
**(A person authorized to sign on behalf of the entity)**
Richard B. Dauphin
Assistant Corporate Secretary

**INSTRUCTIONS**

1. It is recommended that you call (512) 463-5555 to verify the information in items 3 and 5 as it currently appears on the records of the secretary of state before submitting the statement for filling. You also may e-mail an inquiry to *corpinfo@sos.state.tx.us.* As information on out-of-state financial institutions is maintained on a separate database, a financial institution must call (512) 463-5701 to verify registered agent and registered office information. If the information on the form is inconsistent with the records of this office, the statement will be returned.

2. You are required by law to provide a street address in item 4 unless the registered office is located in a city with a population of 5,000 or less. The purpose of this requirement is to provide the public with notice of a physical location at which process may be served on the registered agent. A statement submitted with a post office box address or a lock box address will not be filed.

3. An authorized officer of the corporation or financial institution must sign the statement. In the case of a limited liability company, an authorized member or manager of a limited liability company must sign the statement. A general partner must sign the statement on behalf of a limited partnership. A person commits an offense under the Texas Business Corporation Act, the Texas Non-Profit Corporation Act or the Texas Limited Liability Company Act if the person signs a document the person knows is false in any material respect with the intent that the document be delivered to the secretary of state for filing. The offense is a Class A misdemeanor.

4. Please attach the appropriate fee:

| | | |
|---|---|---|
| Business Corporation | $ | 15.00 |
| Financial Institution, other than Credit Unions | $ | 15.00 |
| Financial Institution that is a Credit Union | $ | 5.00 |
| Non-Profit Corporation | $ | 5.00 |
| Limited Liability Company | $ | 10.00 |
| Limited Partnership | $ | 50.00 |

Personal checks and MasterCard®, Visa®, and Discover® are accepted in payment of the filing fee. Checks or money orders must be payable through a U.S. bank or other financial institution and made payable to the secretary of state. Fees paid by credit card are subject to a statutorily authorized processing cost of 2.1% of the total fees.

5. Two copies of the form along with the filing fee should be mailed to the address shown in the heading of this form. The delivery address is: Secretary of State, Statutory Filings Division, Corporations Section, James Earl Rudder Office Building, 1019 Brazos, Austin, Texas 78701. We will place one document on record and return a file stamped copy, if a duplicate copy is provided for such purpose. The telephone number is (512) 463-5555, TDD: (800) 735-2989, FAX: (512) 463-5709.

Form No. 401

**FILED**
**In the Office of the**
**Secretary of State of Texas**
**DEC 31 2002**
**Corporations Section**

AMENDED AND RESTATED ARTICLES OF INCORPORATION

of

TEXAS GENCO HOLDINGS, INC.

ARTICLE I

Texas Genco Holdings, Inc., a Texas corporation (the [Illegible] the provisions of Article 4.07 of the Texas Business Corporation Act ( [Illegible] hereby adopts these Amended and Restated Articles of Incorporation, when accurately copy the Articles of Incorporation of the Corporation and all amendments thereto that are in effect to date (collectively, the "Original Articles of Incorporation"), as further amended by these Amended and Restated Articles of Incorporation as hereinafter set forth, and contain no other change in any provisions thereof.

ARTICLE II

These Amended and Restated Articles of Incorporation amend and restate the Original Articles of Incorporation. The amendments to the Original Articles of Incorporation effected by these Amended and Restated Articles of Incorporation (collectively, the "Amendments") delete the initial introductory paragraph of the Original Articles of Incorporation, delete the introductory captions at the start of each Article of the Original Articles of Incorporation and alter, change or delete Articles IV, V, VI, VII, VIII, IX, X and XI of the Original Articles of Incorporation. The full text of each provision altered or added by the Amendments is as set forth in Article V hereof.

ARTICLE III

The Amendments have been effected in conformity with the provisions of the TBCA, and these Amended and Restated Articles of Incorporation and the Amendments effected thereby were duly adopted by the sole shareholder of the Corporation on December 19, 2002.

ARTICLE IV

On December 19, 2002, there were 80,000,000 shares of common stock, par value $.001 per share, of the Corporation outstanding, all of which were entitled to vote on these Amended and Restated Articles of Incorporation and the Amendments effected thereby. The sole shareholder of the Corporation has signed a written consent to the adoption of these Amended and Restated Articles of Incorporation and the Amendments effected thereby pursuant to Article 9-10 of the TBCA and any written notice required by Article 9.10 of the TBCA has been given.

ARTICLE V

The Original Articles of Incorporation of the Corporation, as filed with the Secretary of State of the State of Texas on August 24, 2001 and as subsequently amended to date, are hereby superseded by the following Amended and Restated Articles of Incorporation, which accurately copy the entire text thereof as amended hereby:

AMENDED AND RESTATED ARTICLES OF INCORPORATION

of

TEXAS GENCO HOLDINGS, INC.

ARTICLE I

The name of the corporation is Texas Genco Holdings, Inc., hereinafter referred to as the "Corporation."

ARTICLE II

The Corporation shall have perpetual existence.

ARTICLE III

The purpose or purposes for which the Corporation is organized is the transaction of all lawful business for which corporations may be incorporated under the Texas Business Corporation Act.

ARTICLE IV

The aggregate number of shares of capital stock that the Corporation shall have authority to issue is 160,000,000 shares of common stock, par value $.001 per share ("Common Stock"). The Corporation may issue shares of Common Stock from time to time for such consideration and for such corporate purposes as the Board of Directors of the Corporation (the "Board of Directors") may from time to time determine.

The following is a description of the powers, rights, qualifications, limitations and restrictions of the Common Stock:

A. *Dividends.* Dividends may be paid on the Common Stock, as the Board of Directors shall from time to time determine, out of any assets of the Corporation available for such dividends.

B. *Distribution of Assets.* In the event of any liquidation, dissolution or winding up of the Corporation, or any reduction or decrease of its capital stock resulting in a distribution of assets to the holders of its Common Stock, the holders of the Common Stock shall be entitled to receive, pro rata, all of the remaining assets of the Corporation available for distribution to its shareholders. The Board of Directors, by vote of a majority of the members thereof, may distribute in kind to the holders of the Common Stock such remaining assets of the Corporation, or may sell, transfer or otherwise dispose of all or any of the remaining property and assets of the Corporation to any other corporation or other purchaser and receive payment therefor wholly or partly in cash or property, and/or in stock of any such corporation, and/or in obligations of such corporation or other purchaser, and may sell all or any part of the consideration received therefor and distribute the same or the proceeds thereof to the holders of the Common Stock.

C. *Voting Rights.* The holders of the Common Stock shall exclusively possess full voting power for the election of directors and for all other purposes. Any shareholder of the



Corporation having the right to vote at any meeting of the shareholders, shall be entitled to one vote for each share of stock held by him, provided that no holder of Common Stock of the Corporation shall be entitled to cumulate his votes for the election of one or more directors or for any other purpose.

ARTICLE V

The Corporation has heretofore complied with the requirements of law as to the initial minimum capital requirements without which it could not commence business under the Texas Business Corporation Act.

ARTICLE VI

No holder of any stock of the Corporation shall be entitled as of right to purchase or subscribe for any part of any unissued or treasury stock of the Corporation, or of any additional stock of any class, to be issued by reason of any increase of the authorized capital stock of the Corporation, or to be issued from any unissued or additionally authorized stock, or of bonds, certificates of indebtedness, debentures or other securities convertible into stock of the Corporation, but any such unissued or treasury stock, or any such additional authorized issue of new stock or securities convertible into stock, may be issued and disposed of by the Board of Directors to such persons, firms, corporations or associations, and upon such terms as the Board of Directors may, in its discretion, determine, without offering to the shareholders then of record, or any class of shareholders, any thereof, on the same terms or any terms.

ARTICLE VII

The street address of the Corporation's registered office is 1021 Main Street, Suite 1150, Houston, Texas 77002 and the name of its registered agent is CT Corporation System.

ARTICLE VIII

The number of directors of the Corporation shall be fixed by, or in the manner provided in, the bylaws of the Corporation. The number of directors presently constituting the Board of Directors is two, and the names and addresses of the persons who are to serve as directors until the next annual meeting of shareholders or until their successors are elected and qualified are:

| **Name** | **Address** |
|---|---|

| | |
|---|---|
| David M. McClanahan | 1111 Louisiana<br>Houston, Texas 77002 |
| David G. Tees | 1111 Louisiana<br>Houston, Texas 77002 |

ARTICLE IX

Unless contrary to law, any action required or permitted to be taken at any meeting of shareholders of the Corporation may be taken without a meeting, without prior notice

and without a vote, if a consent or counterpart consents in writing, setting forth the action so taken, shall be signed by the holder or holders of shares having not less than the minimum number of votes that would be necessary to authorize the taking of such actions at a meeting at which all shares entitled to vote on the action were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those shareholders who have not consented in writing. Special meetings of the shareholders may be called only by the Corporation's Chairman of the Board, if there is one, Chief Executive Officer, if there is one, President or Corporate Secretary or by the Board of Directors or at the written request of the holders of at least 20% of the outstanding shares of capital stock of the Corporation entitled to vote at such meeting.

ARTICLE X

A director of the Corporation shall not be liable to the Corporation or its shareholders for monetary damages for any act or omission in the director's capacity as a director, except that this Article X does not eliminate or limit the liability of a director for:

(a) a breach of the director's duty of loyalty to the Corporation or its shareholders;

(b) an act or omission not in good faith that constitutes a breach of duty of the director to the Corporation or an act or omission that involves intentional misconduct or a knowing violation of the law;

(c) a transaction from which the director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of a director's office;

(d) an act or omission for which the liability of a director is expressly provided for by statute.

If the Texas Miscellaneous Corporation Laws Act or the Texas Business Corporation Act is amended, after approval of the foregoing paragraph by the shareholder or shareholders of the Corporation entitled to vote thereon, to authorize action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by such statutes, as so amended. Any repeal or modification of the foregoing paragraph shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

IN WITNESS WHEREOF, the undersigned has executed these Amended and Restated Articles of Incorporation this 31st day of December, 2002.

/s/ Richard B. Dauphin
Name: Richard B. Dauphin
Title: Assistant Corporate Secretary

Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697

**[SEAL]**

Geoffrey S. Connor
Secretary of State

**Office of the Secretary of State**

CERTIFICATE OF MERGER

The undersigned, as Secretary of State of Texas, hereby certifies that the attached articles of merger of

NN Houston Sub, Inc.
Domestic Business Corporation
[Filing Number: 800366727]

Into

Texas Genco Holdings, Inc.
Domestic Business Corporation
[Filing Number: 800004728]

have been filed in this office as of the date of this certificate.

Accordingly, the undersigned, as Secretary of State, and by the virtue of the authority vested in the secretary by law, hereby issues this certificate of merger.

Dated: 12/13/2004

Effective: 12/14/2004 at 12:30 p.m.

**[SEAL]**

/s/ Geoffrey S. Connor
Geoffrey S. Connor
Secretary of State

FILED
In the Office of the
Secretary of State of Texas
DEC 13 2004
Corporations Section

**ARTICLES OF MERGER**

**OF**

**NN HOUSTON SUB, INC.**

**AND**

**TEXAS GENCO HOLDINGS, INC.**

In accordance with the provisions of Article 5.04 of the Texas Business Corporation Act (the "TBCA"), NN Houston Sub, Inc., a Texas corporation ("NN Houston Sub"), and Texas Genco Holdings, Inc., a Texas corporation ("Texan Genco") hereby adopt the following Articles of Merger for the purpose of effecting the merger (the "Merger") of NN Houston Sub with and into Texas Genco, with Texas Genco continuing in existence following the Merger as the surviving corporation:

1. The name, type of entity and state of incorporation of each of the constituent entities which are to merge are as follows:

| Name of Constituent Entity | Type of Entity | State of Incorporation |
|---|---|---|
| NN Houston Sub, Inc. | Corporation | Texas |
| Texas Genco Holdings, Inc. | Corporation | Texas |

2. The Transaction Agreement, dated as of July 21, 2004 (the "Transaction Agreement" or the "Plan of Merger"), by and among CenterPoint Energy, Inc., a Texas corporation ("CenterPoint"), Utility Holding, LLC, a Delaware limited liability company and wholly-owned subsidiary of CenterPoint ("Utility Holding"), NN Houston Sub, Texas Genco, Texas Genco LLC (formerly known as GC Power Acquisition LLC), a Delaware limited liability company ("Genco LLC"), and HPC Merger Sub, Inc., a Texas corporation and a wholly-owned subsidiary of Genco LLC ("HPC Merger Sub"), providing for the Merger has been approved in accordance with the requirements of the TBCA. In addition to the Merger, the Transaction Agreement contemplates certain other separate and distinct transactions that are expected to occur following the Merger involving Genco LLC and HPC Merger Sub pursuant to which Genco LLC is expected to ultimately acquire Texas Genco. These Articles of Merger relate only to the Merger and do not address any other transaction contemplated by the Transaction Agreement. Neither Genco LLC nor HPC Merger Sub are constituent entities of the Merger.

3. The articles of incorporation of Texas Genco immediately prior to the Merger shall be the articles of incorporation of the surviving corporation until such time as they may be amended in accordance with applicable law. There shall be no amendments or changes to the articles of incorporation of Texas Genco to be effected by the Merger.

4. An executed copy of the Plan of Merger is on file at the principal place of business of Texas Genco at 1111 Louisiana Street, Houston, Texas 77002, and a copy of the Plan of Merger will be furnished by Texas Genco, on written request and without cost, to any shareholder of each domestic corporation that is a party to the Plan of Merger.

5. The outstanding capital stock of Texas Genco consists of 80,000,000 shares of common stock, par value $.001 per share ("Texas Genco Common Stock"). Utility Holding, in its capacity as the holder of 64,764,240 shares of Texas Genco Common Stock (representing more than the two-thirds of the outstanding shares of Texas Genco Common Stock required to approve the Plan of Merger) has irrevocably approved the Plan of Merger by written consent in accordance with the provisions of Article 9.10A of the TBCA and any written notice required by Article 9.10A of the TBCA has been given.

6. The outstanding capital stock of NN Houston Sub consists of 1,000 shares of common stock, par value $1.00 per share. Utility Holding, in its capacity as the sole shareholder of NN Houston Sub, has irrevocably approved the Plan of Merger by written consent in accordance with the provisions of Article 9.10A of the TBCA and any written notice required by Article 9.10A of the TBCA has been given.

7. Texas Genco will be responsible for the payment of all fees and franchise taxes assessed upon NN Houston Sub and itself, and Texas Genco will be obligated to pay such fees and franchise taxes if the same are not timely paid.

8. The Merger shall become effective at 12:30 p.m. (Central Standard Time) on December 14, 2004.

**[END OF PAGE]**

IN WITNESS WHEREOF, the undersigned have duly executed these Articles of Merger as of the 13th day of December, 2004.

NN HOUSTON SUB, INC.
a Texas corporation

By: /s/ Gary L. Whitlock
Name: Gary L. Whitlock
Title: Executive Vice President and Chief Financial Officer

TEXAS GENCO HOLDINGS, INC.
a Texas corporation

By: /s/ David G. Tees
Name: David G. Tees
Title: President and Chief Financial Officer

FILED
In the Office of the
Secretary of State of Texas
APR 12 2005
Corporations Section

**ARTICLES OF MERGER**

**OF**

**HPC MERGER SUB, INC.**

**AND**

**TEXAS GENCO HOLDINGS, INC.**

In accordance with the provisions of Article 5.04 of the Texas Business Corporation Act (the "TBCA"), HPC Merger Sub, Inc., a Texas corporation ("HPC Merger Sub"), and Texas Genco Holdings, Inc., a Texas corporation ("Texas Genco"), hereby adopt the following Articles of Merger for the purpose of effecting the merger (the "Merger") of HPC Merger Sub with and into Texas Genco, with Texas Genco continuing in existence following the Merger as the surviving corporation:

1. The name, type of entity and state of incorporation of each of the constituent entities which are to merge are as follows:

| Name of Constituent Entity | Type of Entity | State of Incorporation |
|---|---|---|
| HPC Merger Sub, Inc. | Corporation | Texas |
| Texas Genco Holdings, Inc. | Corporation | Texas |

2. The Transaction Agreement, dated as of July 21, 2004 (the "Transaction Agreement" or the "Plan of Merger") by and among CenterPoint Energy, Inc., a Texas corporation ("CenterPoint"), Utility Holding, LLC, a Delaware limited liability company and wholly-owned subsidiary of CenterPoint ("Utility Holding"). NN Houston Sub, Inc., formerly a Texas corporation and subsidiary of Utility Holding ("NN Houston"), Texas Genco, Texas Genco LLC (formerly known as GC Power Acquisition LLC), a Delaware limited liability company ("Genco LLC"). and HPC Merger Sub, a wholly owned subsidiary of Genco LLC, providing for the Merger has been approved in accordance with the requirements of the TBCA. In addition to the Merger, the Transaction Agreement contemplates certain other separate and distinct transactions that occurred prior to the Merger involving CenterPoint, Utility Holding, NN Houston and Genco LLC. These Articles of Merger relate only to the Merger and do not address any other transaction contemplated by the Transaction Agreement. None of CenterPoint, Utility Holding, NN Houston and Genco LLC are constituent entities of the Merger.

3. The articles of incorporation of Texas Genco immediately prior to the Merger shall be the articles of incorporation of the surviving corporation until such time as they may be amended in accordance with applicable law. There shall be no amendments or changes to the articles of incorporation of Texas Genco to be effected by the Merger.

4. An executed copy of the Plan of Merger is on file at the principal place of business of Texas Genco at 1111 Louisiana Street, Houston, Texas 77002, and a copy of the Plan of Merger will be furnished by Texas Genco, on written request and without cost, to any shareholder of each domestic corporation that is a party to the Plan of Merger.

5. The outstanding capital stock of Texas Genco consists of 1,000 shares of common stock, par value $.001 per share ("Texas Genco Common Stock"). Utility Holding, in its capacity as the holder of 64,764,240 shares of Texas Genco Common Stock (representing more than the two-thirds of the 80,000,000 then-outstanding shares of Texas Genco Common Stock required to approve the Plan of Merger) at the time of the approval of the Plan of Merger, approved the Plan of Merger by written consent in accordance with the provisions of Article 9.10A of the TBCA (any written notice required by Article 9.10A of the TBCA has been given).

6. The outstanding capital stock of HPC Merger Sub consists of 1,000 shares of common stock, par value $0.01 per share ("HPC Common Stock"). Genco LLC, in its capacity as the sole shareholder of HPC Merger Sub, approved the Plan of Merger by written consent in accordance with the provisions of Article 9.10A of the TBCA (any written notice required by Article 9.10A of the TBCA has been given).

7. Texas Genco will be responsible for the payment of all fees and franchise taxes assessed upon HPC Merger Sub and itself, and Texas Genco will be obligated to pay such fees and franchise taxes if the same are not timely paid.

8. The Merger shall become effective at 11:00 a.m. (Central Daylight Time) on April 13, 2005.

[END OF PAGE]

IN WITNESS WHEREOF, the undersigned have duly executed these Articles of Merger as of the 12th day of April, 2005.

HPC MERGER SUB, INC.
a Texas corporation

By: /s/ Jack A. Fusco
Name: Jack A. Fusco
Title: Vice President

TEXAS GENCO HOLDINGS, INC.
a Texas corporation

By: /s/ David G. Tees
Name: David G. Tees
Title: President and CEO

FILED
In the Office of the
Secretary of State of Texas
APR 28 2006
Corporations Section

**CERTIFICATE OF AMENDMENT**
**OF**
**ARTICLES OF INCORPORATION**
**OF**
**TEXAS GENCO HOLDINGS, INC.**

Texas Genco Holdings, Inc., a corporation organized and existing under the laws of the State of Texas (the "Corporation"), DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of the Corporation duly adopted resolutions proposing and declaring advisable the following amendment to the Articles of Incorporation of the Corporation in accordance with the provisions of Section 4.02 of the Texas Business Corporation Act:

SECOND. That the sole shareholder of the Corporation has duly approved the following amendment to the Articles of Incorporation in accordance with the provisions of Section 4.02 of the Texas Business Corporation Act:

Article IV of the Articles of Incorporation is hereby amended to read in its entirety as follows:

**ARTICLE IV**

The aggregate number of shares of capital stock that the Corporation shall have authority to issue is 15,000 shares of common stock, par value of $.001 per share ("Common Stock"), consisting of 14,500 shares of Class A Common Stock ("Class A Common Stock") and 500 shares of Class B Common Stock ("Class B Common Stock"). The Corporation may issue shares of Common Stock from time to time for such consideration and for such corporate purposes as the Board of Directors of the Corporation (the "Board of Directors") may from time to time determine.

A. *Class A Common Stock and Class B Common Stock.*

1. *Dividends.* Dividends may be paid on the Common Stock as the Board of Directors shall from time to time determine, out of any assets of the Corporation available for such dividends. Dividends may be paid on (a) the Class A Common Stock without regard to the Class B Common Stock, (b) the Class B Common Stock without regard to the Class A Common Stock or (c) the Class A Common Stock and the Class B Common Stock, equally and ratably as if such classes were but a single class.

2. *Distribution of Assets.* In the event of any liquidation, dissolution or winding up of the Corporation, or any reduction or decrease of its capital stock resulting in a distribution of assets to the holders of its Common Stock, the holders of the Common Stock shall be entitled to receive, pro rata, all of the remaining assets of the Corporation available for distribution to its shareholders. The Board of Directors, by vote of a

majority of the members thereof, may distribute in kind to the holders of the Common Stock such remaining assets of the Corporation, or may sell, transfer or otherwise dispose of all or any of the remaining property and assets of the Corporation to any other corporation or other purchaser and receive payment therefor wholly or partly in cash or property, and/or in stock of any such corporation, and/or in obligations of such corporation or other purchaser, and may sell all or any part of the consideration received therefor and distribute the same or the proceeds thereof to the holders of the Common Stock.

3. *Voting Rights.* The holders of the Class B Common Stock shall exclusively possess full voting power for the election of directors and for all other purposes. The holders of the Class A Common Stock shall have no voting rights. Any shareholder of the Corporation having the right to vote at any meeting of the shareholders, shall be entitled to one vote for each share of stock held by him, provided that no holder of Common Stock of the Corporation shall be entitled to cumulate his votes for the election of one or more directors or for any other purpose.

B. *Reclassification of Prior Common Stock.*

1. *Issued Shares.* Upon the filing of a Certificate of Amendment reflecting these amendments to the Articles of Incorporation of the Corporation with the Secretary of State of the State of Texas (the "Effective Time"), all issued and outstanding shares of common stock, par value $0.01 per share, of the Corporation (the "Prior Common Stock") shall be collectively reclassified, without any action on the part of any holder thereof, into 9,990 shares of Class A Common Stock and 10 shares of Class B Common Stock.

2. *Certificates.* From and after the Effective Time, each holder of a certificate theretofore evidencing shares of the Prior Common Stock may be surrendered by the holder thereof in exchange for a certificate or certificates evidencing an aggregate of 9,990 shares of Class A Common Stock and 10 shares of Class B Common Stock in such denominations as the holder of the Prior Common Stock shall request.

IN WITNESS WHEREOF, Texas Genco Holdings, Inc. has caused this certificate to be executed by the undersigned as of April 25, 2006.

TEXAS GENCO HOLDINGS, INC.

By: /s/ Edmund Daniels
Name: Edmund Daniels
Title: Vice-President and Secretary

**Signature Page to Certificate of Amendment**
**Texas Genco Holdings, Inc.**

[SEAL]

**Office of the Secretary of State**
**Corporations Section**
**P.O. Box 13697**
**Austin, Texas 78711-3697**
**(Form 408)**

**Filed in the Office of the**
**Secretary of State of Texas**
**Filing #: 800004728 12/27/2007**
**Document #: 197728290633**
**Image Generated Electronically**

**STATEMENT OF CHANGE OF**
**ADDRESS OF REGISTERED AGENT**

1. The name of the entity represented is Texas Genco Holdings, Inc.

   The entity's filing number is 800004728

2. The address at which the registered agent has maintained the registered office address for such entity is: (Please provide street address, city, state and zip code presently shown in the records of the Secretary of State.)

   1021 Main Street, Suite 1150, Houston, TX 77002

3. The address at which the registered agent will hereafter maintain the registered office address for such entity is: (Please provide street address, city, state and zip code. The address must be in Texas.)

   350 N. St. Paul Street, Dallas, TX 75201

4. Notice of the change of address has been given to said entity in writing at least 10 business days prior to the submission of this filing.

Date: 12/27/2007

CT Corporation System

**Name of Registered Agent**

Marie Hauer

**Signature of Registered Agent**

**FILING OFFICE COPY**

[SEAL]

**Office of the Secretary of State**
**Corporations Section**
**P.O. Box 13697**
**Austin, Texas 78711-3697**
**(Form 408)**

**Filed in the Office of the**
**Secretary of State of Texas**
**Filing #: 800004728 04/19/2010**
**Document #: 304538402911**
**Image Generated Electronically**

**STATEMENT OF CHANGE OF**
**ADDRESS OF REGISTERED AGENT**

1. The name of the entity represented is Texas Genco Holdings, Inc.

   The entity's filing number is 800004728

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   350 N. St. Paul St., Dallas, TX 75201

3. The address at which the registered agent will hereafter maintain the registered office address for such entity is: (Please provide street address, city, state and zip code. The address must be in Texas.)

   350 N. St. Paul St., Ste. 2900, Dallas, TX 75201-4234

4. Notice of the change of address has been given to said entity in writing at least 10 business days prior to the submission of this filing.

Date: 04/19/2010

CT Corporation System

**Name of Registered Agent**

Kenneth Uva. Vice President

**Signature of Registered Agent**

**FILING OFFICE COPY**

**Exhibit 3.190**

AMENDED AND RESTATED BYLAWS

OF

TEXAS GENCO HOLDINGS, INC.

(Adopted and Amended by Resolution of the Board of Directors on
December 2, 2002)

The following Amended and Restated Bylaws (these "Bylaws"), adopted by the Board of Directors of Texas Genco Holdings, Inc., a Texas corporation (the "Company"), as of the date first written above, shall govern the management and affairs of the Company, except as the same may be amended from time to time in accordance with the provisions herein and except as the same may conflict with the Articles of Incorporation of the Company (as amended from time to time, the "Articles of Incorporation") or any provisions of the Texas Business Corporation Act, as amended (the "TBCA"):

ARTICLE I

CAPITAL STOCK

Section 1. Share Ownership. Shares for the capital stock of the Company may be certificated or uncertificated. Owners of shares of the capital stock of the Company shall be recorded in the share transfer records of the Company and ownership of such shares shall be evidenced by a certificate or book entry notation in the shares transfer records of the Company. Any certificates representing such shares shall be signed by the Chairman of the Board, if there is one, the Chief Executive Officer, if there is one, the President or a Vice President and either the Corporate Secretary or an Assistant Corporate Secretary and shall be sealed with the seal of the Company, which signatures and seal may be facsimiles. 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 say be issued, by the Company with the same effect as if such person were such officer at the date of issuance.

Section 2. Shareholders of Record. The Board of Directors of the Company may appoint one or more transfer agents or registrars of any class of capital stock or other security of the Company. The Company may be its own transfer agent if so appointed by the Board of Directors. The Company shall be entitled to treat the holder of record of any shares of capital stock of the Company as the owner thereof for all purposes, and shall not be bound to recognize any equitable or other claim to, or interest in, such shares or any rights deriving from such shares, on the part of any other person, including (but without limitation) a purchaser, assignee or transferee, unless and until such other person becomes the holder of record of such shares, whether or not the Company shall have either actual or constructive notice of the interest of such other person.

Section 3. Transfer of Shares. The shares of the capital stock of the Company shall be transferable in the share transfer records of the Company by the holder of record thereof, or his

duly authorized attorney or legal representative. All certificates representing shares surrendered for transfer, properly endorsed, shall be canceled and new certificates for a like number of shares shall be issued therefor. In the case of lost, stolen, destroyed or mutilated certificates representing shares for which the Company has been requested to issue new certificates, new certificates or other evidence of such new shares may be issued upon such conditions as may be required by the Board of Directors or the Corporate Secretary or an Assistant Corporate Secretary for the protection of the Company and any transfer agent or registrar. Uncertificated shares shall be transferred in the share transfer records of the Company upon the written instruction originated by the appropriate person to transfer the shares.

Section 4. Shareholders of Record and Fixing of Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or entitled to receive a distribution by the Company (other than a distribution involving a purchase or redemption by the Company of any of its own shares) or a share dividend, or in order to make a determination of shareholders for any other proper purpose (other than determining shareholders entitled to consent to action by shareholders proposed to be taken without a meeting of shareholders), the Board of Directors may provide that the share transfer records shall be closed for a stated period of not more than sixty days, and in the case of a meeting of shareholders not less than ten days immediately preceding the meeting, or it may fix in advance a record date for any such determination of shareholders, such date to be not more than sixty days, and in the case of a meeting of shareholders not less than ten days, prior to the date on which the particular action requiring such determination of shareholders is to be taken. If the share transfer records are not closed and no record date is fixed for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders, or shareholders entitled to receive a distribution (other than a distribution involving a purchase or redemption by the Company of any of its own shares) or share dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the Board of Directors declaring such distribution or share dividend is adopted, as the case may be, shall be the record date for such determination of shareholders. When a determination of shareholders entitled to vote at any meeting of shareholders has been made as herein provided, such determination shall apply to any adjournment thereof except where the determination has been made through the closing of the share transfer records and the stated period of closing has expired.

## ARTICLE II

## MEETINGS OF SHAREHOLDERS

Section 1. Place of Meetings. All meetings of shareholders shall be held at the registered office of the Company in the City of Houston, Texas, or at such other place within or without the State of Texas as may be designated by the Board of Directors or officer calling the meeting.

Section 2. Annual Meeting. The annual meeting of the shareholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors or as may otherwise be stated in the notice of the meeting. Failure to designate a time for the annual meeting or to hold the annual meeting at the designated time shall not work a dissolution of the Company.

Section 3. Special Meetings. Special meetings of the shareholders may be called by the Chairman of the Board, if there is one, the Chief Executive Officer, if there is one, the President, the Corporate Secretary or the Board of Directors. In addition, special meetings of shareholders shall be called by the President or the Corporate Secretary of the Company on the written request of the holders of shares of outstanding capital stock of the Company constituting at least the percentage of outstanding shares of capital stock of the Company entitled to vote at such meeting that the Articles of Incorporation specify as the minimum percentage necessary to call a special meeting of the shareholders (or in the absence of such specification, the minimum percentage necessary to call a special meeting that the TBCA specifies). Such request shall (a) state the purpose or purposes of that meeting and the matters proposed to be acted on at that meeting, (b) the name and address, as they appear on the Company's books and records, of the shareholder proposing such business, (c) evidence reasonably satisfactory to the Corporate Secretary of the Company, of such shareholder's status as such and of the number of shares of each class of capital stock of the Company of which such shareholder is the beneficial owner, (d) a description of all arrangements or understandings between such shareholder and any other person or persons (including their names) in connection with the proposal of such business by such shareholder and any material interest of such shareholder in such business, and (e) a representation that such shareholder intend to appear in person or by proxy at the special meeting to bring such business before the meeting. Upon receipt of such request and any related notice required by these Bylaws, the Board of Directors shall set a date for the special meeting, set a record date in accordance with Section 4 of Article I, and shall cause an appropriate officer of the Company to give the notice required under Section 4 of this Article II.

Section 4. Notice of Meeting. Written or printed notice of all meeting stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called (which may include, in the case of any special meeting called at the written request of shareholders pursuant to the provisions of Section 3 of this Article II, any purpose or purposes (in addition to the purpose or purposes stated by the requesting shareholders pursuant to Section of this Article II) as the Board of Directors may determine) shall be delivered not less than ten nor more than sixty days before the date of the meeting, either personally or by mail, by or at the direction of the Chairman of the Board, if there is one, the Chief Executive Officer, if there is one, the President, the Corporate Secretary or the officer or person calling the meeting to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the shareholder at his address as it appears on the share transfer records of the company, with postage thereon prepaid.

Any notice required to be given to any shareholder, under any provision of the TBCA, the Articles of Incorporation or these Bylaws, need not be given to a shareholder if notice of two consecutive annual meetings and all notices of meetings held during the period between those annual meetings, if any, or all (but in no event less than two) payments (if sent by first class mail) of distributions or interest on securities during a 12-month period have been mailed to that person, addressed at his address as shown on the share transfer records of the Company, and have been returned undeliverable. Any action or meeting taken or held without notice to such person shall have the same force and effect as if the notice had been duly given. If such a person delivers to the Company a written notice setting forth his then current address, the requirement that notice be given to that person shall be reinstated.

Section 5. Voting List. The officer or agent having charge of the share transfer records for shares of the Company shall make, at least ten days before each meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order, with the address of and the number of shares held by each, which list, for a period of ten days prior to such meeting, shall be kept on file at the registered office of the Company and shall be subject to inspection by any shareholder at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting. The original share transfer records shall be *prima facie* evidence as to who are the shareholders entitled to examine such list or to vote at any meeting of shareholders. Failure to comply with any requirements of this Section 5 shall not affect the validity of any action taken at such meeting.

Section 6. Voting; Proxies. Except as otherwise provided in the Articles of Incorporation or as otherwise provided in the TBCA, each holder of shares of capital stock of the Company entitled to vote shall be entitled to one vote for each share outstanding in his name on the records of the Company, either in person or by proxy executed in writing by him or by his duly authorized attorney-in-fact. A proxy shall be revocable unless expressly provided therein to be irrevocable and the proxy is coupled with an interest sufficient in law to support an irrevocable power. At each election of directors, every holder of shares of the Company entitled to vote shall have the right to vote, in person or by proxy, the number of shares owned by him for as many persons as there are directors to be elected, and for whose election he has a right to vote, but in no event shall he be permitted to cumulate his votes for one or more directors.

Section 7. Quorum and Vote of Shareholders. Except as otherwise provided by law, the Articles of Incorporation or these Bylaws, the holders of a majority of shares entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders, but, if a quorum is not represented, a majority in interest of these represented may adjourn the meeting from time to time. Directors shall be elected by a plurality of the vote east by the holders of shares entitled to vote in the election of directors at a meeting of shareholders at which a quorum is present. With respect to each matter other than the election of directors as to which no other voting requirement is specified by law, the Articles of Incorporation or in this Section 7 or in Article VII of these Bylaws, the affirmative vote of the holders of a majority of the shares entitled to vote on that matter and represented in person or by proxy at a meeting at which a quorum is present shall be the act of the shareholders. With respect to a matter submitted to a vote of the shareholders as to which a shareholder approval requirement is applicable under the shareholder approval policy of The New York Stock Exchange, Rule 16b-3 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or any provision of the Internal Revenue Code, in each case for which no higher voting requirement is specified by law, the Articles of Incorporation or these Bylaws, the affirmative vote of the holders of a majority of the shares entitled to vote on and voted for or against, that matter at a meeting at which a quorum is present shall be the act of the shareholders, provided that approval of such matter shall also be conditioned on any more restrictive requirement of such shareholder approval policy, Rule 16b-3 or Internal Revenue Code provision, as applicable, being satisfied. With respect to the approval of independent public accountants (if submitted for a vote of the shareholders), the affirmative vote of the holders of a majority of the shares entitled to vote on, and voted for or against, that

matter at a meeting of shareholders at which a quorum is present shall be the act of the shareholders.

Section 8. Presiding Officer and Conduct of Meetings. The Chairman of the Board, if there is one, or in his absence, the Chief Executive Officer, if there is one, or in his absence, the President shall preside at all meetings of the shareholders or, if such officers are not present at a meeting, by such other person as the Board of Directors shall designate or if no such person is designated by the Board of Directors, the most senior officer of the Company present at the meeting. The Corporate Secretary of the Company, if present, shall act as secretary of each meeting of shareholders; if he is not present at a meeting, then such person as may be designated by the presiding officer shall act as secretary of the meeting. Meetings of shareholders shall follow reasonable and fair procedure. Subject to the foregoing, the conduct of any meeting of shareholders and the determination of procedure and rules shall be within the absolute discretion of the officer presiding at such meeting (the "Chairman of the Meeting"), and there shall be no appeal from any ruling of the Chairman of the Meeting with respect to procedure or rules. Accordingly, in any meeting of shareholders or part thereof, the Chairman of the Meeting shall have the sole power to determine appropriate rules or to dispense with theretofore prevailing rules. Without limiting the foregoing, the following rules shall apply:

(a) If disorder should arise which prevents continuation of the legitimate business of meeting, the Chairman of the Meeting may announce the adjournment of the meeting; and upon so doing, the meeting shall be immediately adjourned.

(b) The Chairman of the Meeting may ask or require that anyone not a bona fide shareholder or proxy leave the meeting.

(c) A resolution or motion proposed by a shareholder shall only be considered for vote of the shareholders if it meets the criteria of Article II, Section 9 (Proper Business - Annual Meeting of Shareholders) or Article II, Section 10 (Proper Business - Special Meeting of Shareholders) as the case may be. The Chairman of the Meeting may propose any resolution or motion for vote of the shareholders.

(d) The order of business at all meetings of shareholders shall be determined by the Chairman of the Meeting.

(e) The Chairman of the Meeting may impose any reasonable limits with respect to participation in the meeting by shareholders, including, but not limited to, limits on the amount of time taken up by the remarks or questions of any shareholder, limits on the number of questions per shareholder and limits as to the subject matter and timing of questions and remarks by shareholders.

(f) Before any meeting of shareholders, the Board of Directors may appoint three persons other than nominees for office to act as inspectors of election at the meeting or its adjournment. If no inspectors of election are so appointed, the Chairman of the Meeting may, and on the request of any shareholder or a shareholder's proxy shall, appoint inspectors of election at the meeting of the shareholders and the number of such inspectors shall be three. If any person appointed as inspector fails to appear or fails or

refuses to act, the Chairman of the Meeting may, and upon the request of any shareholder or a shareholder's proxy shall, appoint a person to fill such vacancy.

The duties of the inspectors shall be to:

(i) determine the number of shares outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum, and the authenticity, validity and effect of proxies and ballots;

(ii) receive votes or ballots;

(iii) hear and determine all challenges and questions in any way arising in connection with the vote;

(iv) count and tabulate all votes;

(v) report to the Board of Directors the results based on the information assembled by the inspectors; and

(vi) do any other acts that may be proper to conduct the election or vote with fairness to all shareholders.

Notwithstanding the foregoing, the final certification of the results of the election or other matter acted upon at a meeting of shareholders shall be made by the Board of Directors.

All determinations of the Chairman of the Meeting shall be conclusive unless a matter is determined otherwise upon motion duly adopted by the affirmative vote of the holders of at least a majority of the voting power of the shares of capital stock of the Company entitled to vote in the election of directors held by shareholders present in person or represented by proxy at such meeting.

Section 9. Proper Business - Annual Meeting of Shareholders. At any annual meeting of shareholders, only such business shall be conducted as shall be a proper subject for the meeting and shall have been properly brought before the meeting. To be properly brought before an annual meeting of shareholders, business (other than business relating to (i) any nomination or removal of directors, which are governed) by Article III, Sections 2 and 8 hereof, or (ii) any alteration, amendment or repeal of the Bylaws or any adoption of new Bylaws, which is governed by Article VII hereof must (a) be specified in the notice of such meeting (or any supplement thereto) given by or at the direction of the Board of Directors (or any duly authorized committee thereof), (b) otherwise be properly brought before the meeting by or at the direction of the Chairman of the Meeting or the Board of Directors (or any duly authorized committee thereof) or (c) otherwise (i) be properly requested to be brought before the meeting by a shareholder of record entitled to vote in the election of directors generally, in compliance with the provisions of this Section 9 and (ii) constitute a proper subject to be brought before such meeting. For business to be properly brought before an annual meeting of shareholders, any shareholder who intends to bring any matter (other than a matter relating to (i) any nomination or removal of directors, which are governed by Article III, Sections 2 and 8 hereof, or (ii) any

alteration, amendment or repeal of the Bylaws or any adoption of new Bylaws, which is governed by Article VII hereof) before an annual meeting of shareholders and is entitled to vote on such matter must deliver written notice of such shareholder's intent to bring such matter before the annual meeting of shareholders, either by personal delivery or by United States mail, postage prepaid, to the Corporate Secretary of the Company. Such notice must be received by the Corporate Secretary not less than ninety days nor more than 180 days prior to the date on which the immediately preceding year's annual meeting of shareholders was held; provided, however, that if the date of the annual meeting is advanced more than 30 days prior to or delayed by more than 60 days after the anniversary of the preceding year's annual meeting, notice by the shareholder to be timely must be so delivered not earlier than 180 days prior to such annual meeting and not later than the last to occur of the close of business on (i) the 90th day prior to such annual meeting or (ii) the 10th day following the day on which the Company first makes public announcement of the date of such meeting by (A) a mailing to shareholders, (B) a press release or (C) a filing with the Securities and Exchange Commission (the "Commission") pursuant to Section 13(a) or 14(a) of the Exchange Act. In no event shall the public disclosure of an adjournment of an annual meeting of shareholders commence a new time period for the giving of a shareholder's notice as described above.

To be in proper written form, a shareholder's notice to the Corporate Secretary shall set forth as to each matter the shareholder proposes to bring before the annual meeting of shareholders (a) a brief description of the business desired to be brought before the meeting and the reasons for conducting such business at the meeting, (b) the name and address, as they appear on the Company's books and records, of the shareholder proposing such business, (c) evidence reasonably satisfactory to the Corporate Secretary of the Company, of such shareholder's status as such and of the number of shares of each class of capital stock of the Company of which such shareholder is the beneficial owner, (d) a description of all arrangements or understandings between such shareholder and any other person or persons (including their names and the number of shares beneficially owned by them) in connection with the proposal of such business by such shareholder and any material interest of such shareholder in such business and (e) a representation that such shareholder intends to appear in person or by proxy at the annual meeting to bring such business before the meeting. No business shall be conducted at an annual meeting of shareholders except in accordance with the procedures set forth in this Section 9. Beneficial ownership shall be determined in accordance with Rule 13d-3 under the Exchange Act. When used in these Bylaws, "person" has the meaning ascribed to such term in Section 2(a)(2) of the Securities Act of 1933, as amended, as the context may require.

Within thirty days after such shareholder shall have submitted the aforesaid items, the Corporate Secretary or the Board of Directors of the Company shall determine whether the proposed business has been properly requested to be brought before the annual meeting of shareholders and shall notify such shareholder in writing of its determination. If such shareholder fails to submit a required item in the form or within the time indicated, or if the Corporate Secretary or the Board of Directors of the Company determines that the proposed business otherwise has not been properly requested, then such proposal by such shareholder shall not be voted upon by the shareholders of the Company at such annual meeting of shareholders. The Chairman of the Meeting shall, if the facts warrant, determine and declare to the meeting that a proposal made by a shareholder of the Company pursuant to this Section 9 was not made

in accordance with the procedures prescribed by these Bylaws, and if he should so determine, he shall so declare to the meeting and the defective proposal shall be disregarded.

Nothing in this Section 9 shall be interpreted or construed to require the inclusion of information about any such proposal in any proxy statement distributed by, at the direction of, or on behalf of the Board of Directors or the Company.

Section l0. Proper Business - Special Meeting of Shareholders. At any special meeting of shareholders, only such business shall be conducted as shall have been stated in the notice of such meeting or shall otherwise have been properly brought before the meeting by or at the direction of the Chairman of the Meeting or the Board of Directors (or any duly authorized committee thereof).

ARTICLE III

DIRECTORS

Section 1. Number, Qualifications and Vacancies. (a) The business and affairs of the Company shall be managed by the Board of Director. The initial Board of Directors shall be of the size and shall consist of the members specified in the Articles of Incorporation. Such initial Board of Directors shall manage the business and affairs of the Company until the earlier of the first annual meeting of shareholders or until the succors to the members of such initial Board of Directors are duly elected and qualified. All subsequent Boards of Directors shall be elected by the shareholders of the Company. The number of directors on the Board of Directors may be increased or decreased from time to time by resolution of the Board of Directors, but no decrease in the number of directors by the Board of Directors shall have the effect of shortening the term of any incumbent director. Members of the Board of Directors shall hold office until the next annual meeting of shareholders and until their successors shall have been elected and qualified, or until the earlier of their death, resignation or removal.

(b) Directors need not be shareholders of the Company, or residents of the State of Texas.

(c) Any vacancy occurring in the Board of Directors or any directorship to be filled by reason of an increase in the number of directors may be filled by election at an annual or special meeting of shareholders called for that purpose or by the affirmative vote of a majority of the remaining directors, though less than a quorum of the entire Board; *provided*, *however*, that any directorship filled by the Board of Directors by reason of an increase in the number of directors may only be filled for a term of office continuing until the next election of one or more directors by the shareholders of the Company.

Section 2. Nomination of Directors. Nominations for the election of directors may be made by the Board of Directors or by any shareholder (each a "Nominator") entitled to vote in the election of directors. Such nominations, other than those made by the Board of Directors, shall be made in writing pursuant to timely notice delivered to or mailed and received by the Corporate Secretary of the Company as set forth in this Section 2. To be timely in connection with an annual meeting of shareholders, a Nominator's notice, setting forth the name and address of the person to be nominated, shall be delivered to or mailed and received at the principal

executive offices of the Company not less than ninety days nor more than 180 days prior to the date on which the immediately preceding year's annual meeting of shareholders was held; provided, however, that if the date of the annual meeting is advanced more than 30 days prior to or delayed by more than 60 days after the anniversary of the preceding year's annual meeting, notice by the Nominator to be timely must be so delivered not earlier than 180 days prior to such annual meeting and not later than the last to occur of the close of business on (i) the 90th day prior to such annual meeting or (ii) the 10th day following the day on which the Company first makes public announcement of the date of such meeting by (A) a mailing to shareholders, (B) a press release or (C) a filing with the Commission pursuant to Section 13(a) or 14(a) of the Exchange Act. To be timely in connection with any election of a director at a special meeting of the shareholders, a Nominator's notice, setting forth the name of the person to be nominated, shall be delivered to or mailed and received at the principal executive offices of the Company not less than forty days nor more than sixty days prior to the date of such meeting; provided, however, that in the event that less than forty-seven days' notice or prior public disclosure of the date of the special meeting of the shareholders is given or made to the shareholders, the Nominator's notice to be timely must be so received not later than the close of business on the seventh day following the day on which such notice of date of the meeting was mailed or such public disclosure was made. At such time, the Nomination shall also submit written evidence, reasonably satisfactory to the Corporate Secretary of the Company, that the Nominator is a shareholder of the Company and shall identify in writing (a) the name and address of the Nominator, (b) the number of shares of each class of capital stock of the Company owned beneficially by the Nominator, (c) the name and address of each of the persons with whom the Nominator is acting in concert, (d) the number of shares of capital stock beneficially owned by each such person with whom the Nominator is acting in concert, and (e) a description of all arrangements or understandings between the Nominator and each nominee and any other persons with whom the Nominator is acting in concert pursuant to which the nomination or nominations are to be made. At such time, the Nominator shall also submit in writing, (i) the information with respect to each such proposed nominee that would be required to be provided in a proxy statement prepared in accordance with Regulation 14A under the Exchange Act and (ii) a notarized affidavit executed by each such proposed nominee to the effect that, if elected as a member of the Board of Directors, he will serve and that he is eligible for election as a member of the Board of Directors. Within thirty days (or such shorter time period that may exist prior to the date of the meeting) after the Nominator has submitted the aforesaid items to the Corporate Secretary of the Company, the Corporate Secretary of the Company shall determine whether the evidence of the Nominator's status as a shareholder submitted by the Nominator is reasonably satisfactory and shall notify the Nominator in writing of his determination. The failure of the Corporate Secretary of the Company to find such evidence reasonably satisfactory, or the failure of the Nominator to submit the requisite information in the form or within the time indicated, shall make the person to be nominated ineligible for nomination at the meeting at which such person is proposed to be nominated. The presiding person at each meeting of shareholders shall, if the facts warrant, determine and declare to the meeting that a nomination was not made in accordance with the procedures prescribed by these Bylaws, and if he should so determine, he shall so declare to the meeting and the defective nomination shall be disregarded. Beneficial ownership shall be determined in accordance with Rule 13d-3 under the Exchange Act.

Section 3. Place of Meetings and Meetings by Telephone. Meetings of the Board of Directors may be held either within or without the State of Texas, at whatever place is specified

by the officer calling the meeting. Meetings of the Board of Directors may also be held by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such a meeting by means of conference telephone or similar communications equipment shall constitute presence in person at such meeting, except where a director participates in a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. In the absence of specific designation by the officer calling the meeting, the meetings shall be held at the principal office of the Company.

Section 4. Regular Meetings. The Board of Directors shall meet each year immediately following the annual meeting of the shareholders for the transaction of such business as may properly be brought before the meeting. The Board of Directors shall also meet regularly at such other times as shall be designated by the Board of Directors. No notice of any kind to either existing or newly elected members of the Board of Directors for such annual or regular meetings shall be necessary.

Section 5. Special Meetings. Special meetings of the Board of Directors may be held at any time upon the call of the Chairman of the Board, if there is one, the Chief Executive Officer, if there is one, the President or the Corporate Secretary of the Company or a majority of the directors then in office. Notice shall be sent by mail, facsimile or telegram to the last known address of the director at least two days before the meeting, or oral notice may be substituted for such written notice if received not later than the day preceding such meeting. Notice of the time, place and purpose of such meeting may be waived is writing before or after such meeting and shall be equivalent to the giving of notice. Attendance of a director at such meeting shall also constitute a waiver of notice thereof, except where the attends for the express purpose of objecting to the transaction any business on the ground that the meeting is not lawfully called or convened. Except as otherwise provided by these Bylaws, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 6. Quorum and Voting. Except as otherwise provided by law, the Articles of Incorporation or these Bylaws, a majority of the number of directors fixed in the manner provided in these Bylaws as from time to time amended shall constitute a quorum for the transaction of business. Except as otherwise provided by law, the Articles of Incorporation or these Bylaws, the affirmative vote of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. Any regular or special directors' meeting may be adjourned from time to time by those present, whether a quorum is present or not.

Section 7. Compensation. Directors shall receive such compensation for their services as shall be determined by the Board of Directors.

Section 8. Removal. Any director may be removed, either for or without cause, by the affirmative vote of a majority of the outstanding shares entitled to vote at elections of directors. No proposal by a shareholder to remove a director of the Company shall be voted upon at a meeting of the shareholders unless such shareholder shall have delivered or mailed in a timely manner (as set forth in this Section 8) and in writing to the Corporate Secretary of the Company

(a) notice of such proposal, (b) a statement of the grounds, if any, on which such director is proposed to be removed, (c) evidence, reasonably satisfactory to the Corporate Secretary of the Company, of such shareholder's status as such and of the number of shares of each class of the capital stock of the Company beneficially owned by such shareholder, (d) a list of the names and addresses of other beneficial owners of shares of the capital stock of the Company, if any, with whom such shareholder is acting in concert, and of the number of shares of each class of the capital stock of the Company beneficially owned by each such beneficial owner, and (e) an opinion of counsel, which counsel and the form and substance of which opinion shall be reasonably satisfactory to the Board of Directors of the Company (excluding the director proposed to be removed), to the effect that, if adopted at a duly called special or annual meeting of the shareholders of the Company by the required vote as set forth in the Articles of Incorporation, such removal would not be in conflict with the laws of the State of Texas, the Articles of Incorporation or these Bylaws. To be timely in connection with an annual meeting of shareholders, a shareholder's notice and other aforesaid items shall be delivered to or mailed and received at the principal executive offices of the Company not less than ninety nor more than 180 days prior to the date on which the immediately preceding year's annual meeting of shareholders was held; provided, however, that if the date of the annual meeting is advanced more than 30 days prior to or delayed by more than 60 days after the anniversary of the preceding year's annual meeting, notice by the shareholder to be timely must be so delivered not earlier than 180 days prior to such annual meeting and not later than the last to occur of the close of business on (i) the 90th day prior to such annual meeting or (ii) the 10th day following the day on which the Company first makes public announcement of the date of such meeting by (A) a mailing to shareholders, (B) a press release or (C) a filing with the Commission pursuant to Section 13(a) or 14(a) of the Exchange Act. To be timely in connection with the removal of any director at a special meeting of the shareholders, a shareholder's notice and other aforesaid items shall be delivered to or mailed and received at the principal executive offices of the Company not less than forty days nor more than sixty days prior to the date of such meeting; provided, however, that in the event that less than forty-seven days' notice or prior public disclosure of the date of the special meeting of shareholders is given or made to the shareholders, the shareholder's notice and other aforesaid items to be timely must be so received not later than the close of business on the seventh day following the day on which such notice of date of the meeting was mailed or such public disclosure was made. Within thirty days (or such shorter period that may exist prior to the date of the meeting) after such shareholder shall have delivered the aforesaid items to the Corporate Secretary of the Company, the Corporate Secretary and the Board of Directors of the Company shall respectively determine whether the items to be ruled upon by them are reasonably satisfactory and shall notify such shareholder in writing of their respective determinations. If such shareholder fails to submit a required item in the form or within the time indicated, or if the Corporate Secretary or the Board of Directors of the Company determines that the items to be ruled upon by them are not reasonably satisfactory, then such proposal by such shareholder may not be voted upon by the shareholders of the Company at such meeting of shareholders. The presiding person at each meeting of shareholders shall, if the facts warrant, determine and declare to the meeting that a proposal to remove a director of the Company was not made in accordance with the procedures prescribed by these Bylaws, and if he should so determine, he shall so declare to the meeting and the defective proposal shall he disregarded. Beneficial ownership shall be determined as specified in accordance with Rule 13d-3 under the Exchange Act.



Section 9. Executive and Other Committees. The Board of Directors, by resolution or resolutions adopted by a majority of the full Board of Directors, may designate one or more members of the Board of Directors to constitute an Executive Committee, and one or more other committees, which shall in each case be comprised of such number of directors as the Board of Directors may determine from time to time. Subject to such restrictions as may be contained in the Articles of Incorporation or that may be imposed by the TBCA, any such committee shall have and may exercise such powers and authority of the Board of Directors in the management of the business and affairs of the Company as the Board of Directors may determine by resolution and specify in the respective resolutions appointing them, or as permitted by applicable law, including, without limitation, the power and authority to (a) authorize a distribution, (b) authorize the issuance of shares of the Company and (c) exercise the authority of the Board of Directors vested in it pursuant to Article 2.13 of the TBCA or such successor statute as may be in effect from time to time. Each duly-authorized action taken with respect to a given matter by any such duly-appointed committee of the Board of Directors shall have the same force and effect as the action of the full Board of Directors and shall constitute for all purposes the action of the full Board of Directors with respect to such matter.

The designation of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed upon it or him by law, nor shall such committee function where action of the Board of Directors cannot be delegated to a committee thereof under applicable law. The Board of Directors shall have the power at any time to change the membership of any such committee and to fill vacancies in it. A majority of members of any such committee shall constitute a quorum. The Board of Directors shall name chairman at the time if designates members to a committee. Each such committee shall appoint such subcommittees and assistants as if may deem necessary. Except as otherwise provided by the Board of Directors, meetings of any committee shall be conducted in accordance with the provisions of Sections 4 and 6 of this Article III as the same shall from time to time be amended. Any member of any such committee elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgement the best interests of the Company wii be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of a member of a committee shall not of itself create contract rights.

## ARTICLE IV

## OFFICERS

Section 1. Officers. The officers of the Company shall consist of a President and a Corporate Secretary and such other officers and agents as the Board of Directors may from time to time elect or appoint. The Board of Directors may delegate to the Chairman of the Board and/or the Chief Executive Officer the authority to appoint and remove additional officers and agents of the Company. Each officer shall hold office until his successor shall have been duly elected or appointed and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any two or more offices may be held by the same person. Except for the Chairman of the Board, if any, no officer need be a director.

Section 2. Vacancies; Removal. "Whenever any vacancies shall occur in any office by death, resignation, increase in the number of offices of the Company, or otherwise, the officer so elected shall hold office until his successor is chosen and qualified. Any officer of the Company may be removed at any time by the Board of Directors, whenever in its judgment the best interests of the Company will be served thereby, or, except in the case of an officer appointed by the Board of Directors, by the Chairman of the Board and/or the Chief Executive Officer on whom the power of removal is conferred by the Board of Directors, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

Section 3. Powers and Duties of Officers. The officers of the Company shall have such powers and duties as generally pertain to their offices as well as such powers and duties as from time to time shall be conferred by the Board of Directors.

ARTICLE V

INDEMNIFICATION

Section 1. General. The Company shall indemnify and hold harmless the Indemnitee (as this and all other capitalized words are defined in this Article V or in Article 2.02-1 of the TBCA), to the fullest extent permitted, or not prohibited, by the TBCA or other applicable law as the same exists or may hereafter be amended (but in the case of any such amendment, with respect to Matters occurring before such amendment, only to the extent that such amendment permits the Company to provide broader indemnification rights than said law permitted the Company to provide prior to such amendment. The provisions set forth below in this Article V are provided as means of furtherance and implementation of, and not in limitation on, the obligation expressed in this Section 1.

Section 2. Advancement or Reimbursement of Expenses. The rights of the Indemnitee provided under Section 1 of this Article V shall include, but not be limited to, the right to be indemnified and to have Expenses advanced (including the payment of expenses before final disposition of a Proceeding) in all Proceedings to the fullest extent permitted, or not prohibited, by the TBCA or other applicable law. In addition, to the extent the Indemnitee is, by reason of his Corporate Status, a witness or otherwise participates in any Proceeding at a time when he is not named a defendant or respondent in the Proceeding, he shall be indemnified against all Expenses actually and reasonably incurred by him or on his behalf in connection therewith. The Indemnitee shall be advanced Expenses within ten days after any request for such advancement, to the fullest extent permitted or not prohibited, by Article 2.02-1 of the TBCA; provided that the Indemnitee has provided to the Company all affirmations, acknowledgments, representations and undertakings that may be required of the Indemnitee by Article 2.02-1 of the TBCA.

Section 3. Request for Indemnification. To obtain indemnification, the Indemnitee shall submit to the Corporate Secretary of the Company a written claim or request. Such written claim or request shall contain sufficient information to reasonably inform the Company about the nature and extent of the indemnification or advance sought by the Indemnitee. The Corporate Secretary of the Company shall promptly advise the Board of Directors of such request.

Section 4. Determination of Request. Upon written request to the Company by an Indemnitee for indemnification pursuant to these Bylaws, a determination, if required by applicable law, with respect to an Indemnitee's entitlement thereto shall be made in accordance with Article 2.02-1 of the TBCA; provided, however, that notwithstanding the foregoing, if a Change in Control shall have occurred, such determination shall be made by a Special Legal Counsel selected by the Board of Directors, unless the Indemnitee shall request that such determination be made in accordance with Article 2.02-1F (1) or (2). If entitlement to indemnification is to be determined by a Special Legal Counsel, the Company shall furnish notice to the Indemnitee within ten days after receipt of the claim of or request for indemnification, specifying the identity and address of the Special Legal Counsel. The Indemnitee may, within fourteen days after receipt of such written notice of selection, deliver to the Company a written objection to such selection. Such objection may be asserted only on the ground that the Special Legal Counsel selected does not meet the requirements of a Special Legal Counsel as defined in Section 10 of this Article V, and the objection shall set forth with particularity the factual basis for that assertion. If there is an objection to the selection of the Special Legal Counsel, either the Company or the Indemnitee may petition the Court for a determination that the objection is without a reasonable basis and/or for the appointment of a Special Legal Counsel selected by the Court. The Company shall pay any and all reasonable fees and expenses of the Special Legal Counsel incurred in connection with any such determination. If a Change in Control shall have occurred, the Indemnitee shall be presumed (except as otherwise expressly provided in this Article) to be entitled to indemnification under this Article V upon submission of a request to the Company for indemnification, and thereafter the Company shall have the burden of proof in overcoming that presumption in reaching a determination contrary to that presumption. The presumption shall be used by the Special Legal Counsel, or such other person or persons determining entitlement to indemnification, as a basis for a determination of entitlement to indemnification unless the Company provides information sufficient to overcome such presumption by clear and convincing evidence or the investigation review and analysis of the Special Legal Counsel or such other person or persons convinces him or them by clear and convincing evidence that the presumption should not apply.

Section 5. Effect of Certain Proceedings. The termination of any Proceeding or of any Matter therein, by judgment, order, settlement or conviction, or upon a plea of *nolo contendere* or its equivalent, shall not (except as otherwise expressly provided in this Article V) of itself adversely affect the right of the Indemnitee to indemnification or create a presumption that (a) the Indemnitee did not conduct himself in good faith and in a manner which he reasonably believed, in the case of conduct in his official capacity as a director of the Company, to be in the best interests of the Company, or, in all other cases, that at least his conduct was not opposed to the Company's best interests, or (b) with respect to any criminal Proceeding, that the Indemnitee had reasonable cause to believe that his conduct was unlawful.

Section 6. Expenses of Enforcement of Article. In the event that an Indemnitee, pursuant to this Article V, seeks a judicial adjudication to enforce his rights under, or to recover damages for breach of, rights created under or pursuant to this Article V, the Indemnitee shall be entitled to recover from the Company, and shall be indemnified by the Company against, any and all Expenses actually and reasonably incurred by him in such judicial adjudication but only if he prevails therein. If it shall be determined in said judicial adjudication that the Indemnitee is entitled to receive part but not all of the indemnification or advancement of Expenses sought, the

Expenses incurred by the Indemnitee in connection with such judicial adjudication shall be reasonably prorated in good faith by counsel for the Indemnitee. Notwithstanding the foregoing, if a Change in Control shall have occurred, the Indemnitee shall be entitled to indemnification under this Section 6 regardless of whether indemnitee ultimately prevails in such judicial adjudication.

Section 7. Nonexclusive Rights. The rights of indemnification and to receive advancement of Expenses as provided by this Article V shall not be deemed exclusive of any other rights to which the Indemnitee may at any time be entitled under applicable law, the Articles of Incorporation, these Bylaws, agreement, insurance, arrangement, a vote of shareholders or a resolution of directors, or otherwise. No amendment, alteration or repeal of this Article V or any provision thereof shall be effective as to any Indemnitee for acts, events and circumstances that occurred, in whole or in part, before such amendment, alteration or repeal. The provisions of this Article V shall continue as to an Indemnitee whose Corporate Status has ceased and shall inure to the benefit of his heirs, executors and administrators.

Section 8. Invalidity. If any provision or provisions of this Article V shall be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby; and, to the fullest extent possible, the provisions of this Article V shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

Section 9. Indemnification of Other Persons. The Company may, by adoption of a resolution of the Board of Directors, indemnify and advance expenses to any other person who is, or is threatened to be made, a witness in or a party to any Proceeding as described in Section 1 or Section 2 of this Article V by reason of that person's Corporate Status to the same extent and subject to the same conditions (or to a lesser extent and/or with other conditions as the Board of Directors may determine) under which it may indemnify and advance expenses to an Indemnitee under this Article V.

Section l0. Definitions. For purposes of this Article V:

"Change of Control" means a change in control of the Company occurring after the date of adoption of these Bylaws in any of the following circumstances: (a) there shall have occurred an event required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A (or in response to any similar item on any similar schedule or form) promulgated under the Exchange Act, whether or not the Company is then subject to such reporting requirement, (b) any "person" (as such term is used in Section 13(d) and 14(d) of the Exchange Act), other than a trustee or other fiduciary holding securities under an employee benefit plan of the Company or a corporation or other entity owned directly or indirectly by the shareholders of the Company in substantially the same proportions as their ownership of stock of the Company, shall have become the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 30% or more of the combined voting power of the Company's then outstanding voting securities without prior approval of at least two-thirds of the members of the Board of Directors in office immediately prior to such person attaining such percentage interest; (c) the Company is a party to a

merger, consolidation, share exchange, sale of assets or other reorganization, or a proxy contest, as a consequence of which members of the Board of Directors in office immediately prior to such transaction or event constitute less than a majority of the Board of Directors thereafter; (d) during any fifteen-month period, individuals who at the beginning of such period constituted the Board of Directors (including for this purpose any new director whose election or nomination for election by the Company's shareholders was approved by a vote of at least two-thirds of the directors then still in office who were directors at the beginning of such period) cease for any reason to constitute at least a majority of the Board of Directors.

"Corporate Status" describes the status of a person as a director, officer, partner, venturer, proprietor, trustee, employee (including an employee acting in his Designated Professional Capacity), or agent or similar functionary of the Company or of any other foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise which such person is or was serving in such capacity at the request of the Company. The Company hereby acknowledges that unless and until the Company provides the Indemnitee with written notice to the contrary, the Indemnitee's service as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of an Affiliate of the Company shall be conclusively presumed to be at the Company's request. An Affiliate of the Company shall be deemed to be (a) any foreign or domestic corporation in which the Company owns or controls, directly or indirectly 5% or more of the shares entitled to be voted in the election of directors of such corporation; (b) any foreign or domestic partnership, joint venture, proprietorship or other enterprise in which the Company owns or controls, directly or indirectly, 5% or more of the revenue interests in such partnership, joint venture, proprietorship or other enterprise; or (c) any trust or employee benefit plan the beneficiaries of which include the Company, any Affiliate of the Company as defined in the foregoing clauses (a) and (b) or any of the directors, officers, partners, venturers, proprietors, employees, agents or similar functionaries of the Company or of such Affiliates of the Company.

"Expenses" shall include all reasonable attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing prosecute or defend, investigating, or being or preparing to be a witness in a Proceeding

"Indemnitee" includes any officer or director of the Company who is, or is threatened to be made a witness in or a party to any Proceeding as described in Section 1 or Section 2 of this Article V by reason of his Corporate Status.

"Matter" is a claim, a material issue, or a substantial request for relief.

"Proceeding" includes any threatened, pending or completed action, suit, arbitration, alternate dispute resolution proceeding, investigation, administrative hearing and any other proceeding, whether civil, criminal, administrative, investigative or other,

any appeal in such action, suit, arbitration, proceeding or hearing, or any inquiry or investigation, whether conducted by or on behalf of the Company, a subsidiary of the Company or any other party, formal or informal, that the Indemnitee in good faith believes might lead to the institution of any such action, suit, arbitration, proceeding, investigation or hearing, except one initiated by an Indemnitee pursuant to Section 6 of this Article V.

"Special Legal Counsel" means a law firm, or member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the five years previous to his selection or appointment has been, retained to represent: (a) the Company or the Indemnitee in any matter material to either such party; (b) any other party to the Proceeding giving rise to a claim for indemnification hereunder; or (c) the beneficial owner, directly or indirectly, of securities of the Company representing 30% or more of the combined voting power of the Company's then outstanding voting securities. Notwithstanding the foregoing, the term "Special Legal Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or the Indemnitee in an action to determine the Indemnitee's rights to indemnification under these Bylaws.

For the purposes of this Article V, an employee acting in his "Designated Professional Capacity" shall include, but not be limited to, a physician, nurse, psychologist or therapist, registered surveyor, registered engineer, registered architect, attorney, certified public accountant or other person who renders such professional services within the curse and scope of his employment, who is licensed by appropriate regulatory authorities to practice such profession and who, while acting in the course of such employment, committed or is alleged to have committed any negligent acts, errors or omissions in rendering such professional services at the request of the Company or pursuant to his employment including, without limitation rendering written or oral opinions to third parties.

Section 11. Notice. Any communication required or permitted to the Company under this Article V shall be addressed to the Corporate Secretary of the Company and any such communication to the Indemnitee shall be addressed to the Indemnitee's home address unless he specifies otherwise and shall be personally delivered by overnight mail or courier delivery.

Section 12. 1nsurance and Self-Insurance Arrangements. The Company may procure or maintain insurance or other similar arrangements, at its expense, to protect itself and any Indemnitee against any expense, liability or loss asserted against or incurred by such person, incurred by him in such a capacity or arising out of his Corporate Status as such a person, whether or not the Company would have the power to indemnify such person against such expense or liability. In considering the cost and availability of such insurance, the Company (through the exercise of the business judgment of its directors and officers) may, from time to time, purchase insurance which provides for any and all of (a) deductibles, (b) limits on payments required to be made by the insurer, or (c) coverage which may not be as comprehensive as that previously included in insurance purchased by the Company. The purchase of insurance with deductibles, limits on payments and coverage exclusions will be

deemed to be in the best interest of the Company but may not be in the best interest of certain of the persons covered thereby. As to the Company, purchasing insurance with deductibles, limits on payments, and coverage exclusions is similar to the Company's practice of self-insurance in other areas. In order to protect the Indemnitees who would otherwise be more fully or entirely covered under such policies, the Company shall indemnify and hold each of them harmless as provided in Section 1 or Section 2 of this Article V, without regard to whether the Company would otherwise be entitled to indemnify such officer or director under the other provisions of this Article, or under any law, agreement, vote of shareholders or directors or other arrangement, to the extent (i) of such deductibles, (ii) of amounts exceeding payments required to be made by an insurer or (iii) that prior policies of officer's and director's liability insurance held by the Company or its predecessors would have provided for payment to such officer or director. Notwithstanding the foregoing provision of this Section 12, no Indemnitee shall be entitled to indemnification for the results of such person's conduct that is intentionally adverse to the interests of the Company. This Section 12 is authorized by Section 2.02-l(R) of the TBCA as in effect on December 2, 2002, and further is intended to establish an arrangement of self-insurance pursuant to that section.

## ARTICLE VI

## MISCELLANEOUS PROVISIONS

Section 1. Inapplicability of Business Combination Law. The Company elects not to be governed by Part Thirteen of the TBCA (Article 13.01 *et seq*.) and successor provision to such Part Thirteen.

Section 2. Offices. The principle office of the Company shall be located in Houston, Texas, unless and until changed by resolution of the Board of the Directors. The Company may also have offices at such other place as the Board of Directors may designate from time to time, or as the business of the company may require. The Principle office and registered office may be, but need not be, the same.

Section 3. Resignations. Any director or officer may resign at any time resign at any time. Such resignations shall be made in writing and shall take effect the time specified therein, or, if no time be specified, at the time of its receipt by the Chairman of the Board, if there is one, the Chief Executive Officer, if there is one, the President or the Corporate Secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 4. Seal. The Corporate Seal shall be circular in form, shall have inscribed thereon the name of the Company and may be used by causing it or a facsimile thereof to be impressed or affixed or otherwise reproduced.

Section5. Separability. If one or more of the provisions of these Bylaws shall be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision hereof and these Bylaws shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

ARTICLE VII

AMENDMENT OF BYLAWS

Section 1. Vote Requirements. The Board of Directors and the shareholders of the Company shall have the power to alter, amend or repeal the Bylaws or adopt new Bylaws. Any alteration, amendment or repeal of the Bylaws or adoption of new Bylaws shall require: (a) the affirmative vote of a majority of the directors present at any meeting of the Board of Directors at which there is a quorum, or (b) the affirmative vote of the holders of a majority of the shares entitled to vote on the matter and represented in person or by proxy at a meeting of the shareholders of the Company at which a quorum is present.

Section 2. Shareholder Proposals. No proposal by a shareholder made pursuant to Section 1 of this Article VII may be voted upon at an annual meeting of shareholders unless such shareholder shall have delivered or mailed in a timely manner (as set forth in this Section 2) and in writing to the Corporate Secretary of the Company (a) notice of such proposal and the text of the proposed alteration, amendment or repeal, (b) evidence reasonably satisfactory to the Corporate Secretary of the Company, of such shareholder's status as such and of the number of shares of each class of capital stock of the Company or which such shareholder is the beneficial owner, (c) a list of the names and addresses of other beneficial owners of shares of the capital stock of the Company, if any, with whom such shareholder is acting in concert, and the number of shares of each class of capital stock of the Company beneficially owned by each such beneficial owner, and (d) an opinion of counsel, which counsel and the form and substance of which opinion shall be reasonably satisfactory to the Board of Directors of the Company, to the effect that the Bylaws (if any resulting from the adoption of such proposal would not be in conflict with the Articles of Incorporation or the laws of the State of Texas. To be timely in connection with an annual meeting of shareholders, a shareholder's notice and other aforesaid items shall be delivered to or mailed and received at the principal executive offices of the Company not less than ninety nor more than 180 days prior to the date on which the immediately preceding year's annual meeting of shareholders was held; provided, however, that if the date of the annual meeting is advanced more than 30 days prior to or delayed by more than 60 days after the anniversary of the preceding year's annual meeting, notice by the shareholder to be timely must be so delivered not earlier than 180 day's prior to such annual meeting and not later than the last to occur of the close of business on (i) the 90th day prior to such annual meeting or (ii) the 10th day following the day on which the Company first makes public announcement of the date of such meeting by (A) a mailing to shareholders, (B) a press release or (C) a filing with the Commission pursuant to Section 13(a) or 14(a) of the Exchange Act. In no event shall the public disclosure of an adjournment of an annual meeting of shareholders commence a new time period for the giving of a shareholder's notice as described above.

Within thirty days after such shareholder shall have submitted the aforesaid items, the Corporate Secretary or the Board of Directors of the Company shall determine whether the items to be ruled upon by them are reasonably satisfactory and shall notify such shareholder in writing of its determination. If such shareholder fails to submit a required item in the form or within the time indicated, or if the Corporate Secretary or the Board of Directors of the Company determines that the items to be ruled upon by them are not reasonably satisfactory, then such proposal by such shareholder may not be voted upon by the shareholders of the Company at such

annual meeting of shareholders. The Chairman of the Meeting shall, if the facts warrant, determine and declare to the meeting that a proposal by a shareholder of the Company made pursuant to Section 1 of this Article VII was not made in accordance with the procedures prescribed by these Bylaws, and if he should so determine, he shall so declare to the meeting and the defective proposal shall be disregarded. Beneficial ownership shall be determined in accordance with Rule 13d-3 under the Exchange Act.

Nothing in this Section 2 shall be interpreted or construed to require the inclusion of information about any such proposal in any proxy statement distributed by, at the direction of, or on behalf of the Board of Directors or the Company.

No proposal by a shareholder made pursuant to Section 1 of this Article VII shall be voted upon at a special meeting of shareholders unless such proposal has been stated in the notice of such special meeting or shall otherwise have been properly brought before the meeting by or at the direction of the Chairman of the Meeting or the Board of Directors (or any duly authorized committee thereof).

**Exhibit 3.191**

**CERTIFICATE OF FORMATION**

**OF**

**TEXAS GENCO LP, LLC**

This Certificate of Formation of Texas Genco LP, LLC (the "Company") is being executed and filed by the undersigned authorized person for the purpose of forming a limited liability company under the Delaware Limited Liability Company Act (6 Del. C. § 18-101 *et seq.).*

ARTICLE I

The name of the Company is Texas Genco LP, LLC.

ARTICLE II

The address of the registered office of the Company in the County of New Castle, State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, and the name of the registered agent of the Company at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation on December 18, 2001.

/s/ Patricia F. Genzel
Patricia F. Genzel
Authorized Person

*STATE OF DELAWARE*
*SECRETARY OF STATE*
*DIVISION OF CORPORATIONS*
*FILED 05:00 PM 12/18/2001*
*010652232 - 3469190*

**Exhibit 3.192**

AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

of

**TEXAS GENCO LP, LLC**

The undersigned is executing this Amended and Restated Limited Liability Company Agreement (the "Agreement") of Texas Genco LP, LLC (the "Company") as of April 13, 2005:

RECITALS

WHEREAS, a Certificate of Formation of the Company was executed and filed with the office of the Secretary of State of the State of Delaware on December 18, 2001, thereby forming the Company as a limited liability company pursuant to the provisions of the Delaware Limited Liability Company Act, 6 Del. C. §18-101 et seq. (as amended from time to time, the "Act"):

WHEREAS, the parties hereto desire to amend and restate the Limited Liability Company Agreement dated as of December 18, 2001 of the Company to make amendments as reflected herein;

NOW, THEREFORE, in consideration of the premises and the covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. Formation. A certificate of formation of the Company (the "Certificate") was executed and filed with the Office of the Secretary of State of the State of Delaware on December 18, 2001.

2. Name. The name of the limited liability company shall be **Texas Genco LP, LLC**, or such other name as the Member may from time to time hereafter designate.

3. Definitions. Capitalized terms not otherwise defined herein shall have the meanings set forth therefor in Section 18-101 of the Act.

4. Purpose. The Company is formed for the purpose of engaging in any lawful business permitted by the Act or the laws of any jurisdiction in which the Company may do business. The Company shall have the power to engage in all activities and transactions which the Member deems necessary or advisable in connection with the foregoing.

5. Offices. The principal place of business and office of the Company shall be located at, and the Company's business shall be conducted from, such place or places as the Managers may designate from time to time.

The registered office of the Company in the State of Delaware shall be located at c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street,

Wilmington, Delaware 19801. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware shall be The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. The Member may from time to time change the registered agent or office by an amendment to the certificate of formation of the Company.

6. Member. Texas Genco Holdings, Inc. is the sole member of the Company (the "Member"). The name and business or residence address of the Member is set forth on Schedule A attached hereto.

7. Term. The term of the Company shall commence on the date of filing of the certificate of formation of the Company in accordance with the Act and shall continue until the Company is dissolved and its affairs are wound up in accordance with Section 17 of this Agreement and a certificate of cancellation is filed in accordance with the Act.

8. Managers. The Member may, from time to time as it deems advisable, designate natural persons as managers of the Company (the "Managers"). Subject to the authority of the Members set forth in this Agreement or by the Act, the business and affairs of the Company shall be managed and controlled by a board of Managers (the "Board"), and the Board shall have full and complete discretion to make all decisions affecting the business and affairs of the Company and to take all such actions as it deems necessary or appropriate to accomplish the purposes of the Company as set forth herein. The Managers, to the extent of their powers as set forth in this Agreement, are agents of the Company for the purpose of the Company's business, and the actions of the Managers taken in accordance with such powers shall bind the Company. Any action by the Board must be unanimous. A Manager may be removed with or without cause at anytime by the Member.

9. Officers. The Managers may, from time to time as they deem advisable, designate natural persons as officers of the Company (the "Officers") or successor Officers of the Company and assign titles to any such person. The Board may delegate such management rights, powers, duties and responsibilities to one or more Officers or such other person or persons designated by them as they may determine. Unless the Board decides otherwise, if the title is one commonly used for officers of a business corporation formed under the Delaware General Corporation Law, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office. Any delegation pursuant to this Section 9 may be revoked at any time by the Managers. An Officer may be removed with or without cause at any time by the Managers.

10. Powers. Each of the Managers and Officers is hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and file the certificate of formation of the Company (and any amendments and/or restatements thereof) and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business. The execution by one Officer or Manager of any of the foregoing certificates (and any amendments and/or restatements thereof) shall be sufficient.

11. Capital Contributions. The Member shall make capital contributions to the Company from time to time, which amounts shall be set forth in the books and records of the Company.

12. Certificates. The Company hereby irrevocably elects that all membership interests in the Company shall be securities governed by Article 8 of the Uniform Commercial Code of Delaware and may be represented by certificates. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in Texas Genco LP, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend. All certificates for membership interests shall designate such interest as a percentage interest as set forth on Schedule A hereto.

13. Transfers of Member Interest. The Member may sell, assign, pledge or otherwise transfer or encumber (collectively, a "Transfer") any of its membership interest in the Company to any Person so long as such Transfer is in writing.

14. Resignation. The Member shall have the right to resign from the Company so long as such resignation is in writing. The provisions hereof with respect to distributions upon resignation are exclusive and no Member shall be entitled to claim any further or different distribution upon resignation under Section 18-604 of the Act or otherwise.

15. Allocations and Distributions. Distributions of cash or other assets of the Company shall be made at such times and in such amounts as the Board may determine. Distributions shall be made to (and profits and losses of the Company shall be allocated among) the Member.

16. Return of Capital. The Member has the right to receive any distributions which include a return of all or any part of such Member's capital contribution, provided that upon the dissolution and winding up of the Company, the assets of the Company shall be distributed as provided in Section 18-804 of the Act.

17. Dissolution. The Company shall be dissolved and its affairs wound up upon the occurrence of an event causing a dissolution of the Company under Section 18-801 of the Act, except the Company shall not be dissolved upon the occurrence of an event that terminates the continued .membership of a Member if (i) at the time of the occurrence of such event there are at least two Members of the Company, or (ii) within ninety (90) days after the occurrence of such event, all remaining Members agree in writing to continue the business of the Company and to the appointment, effective as of the date of such event, of one or more additional Members. In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in the manner, and in the order of priority set forth in Section 18-804 of the Act.

18. Amendments. This Agreement may be amended only upon the written consent of the Member.

19. Other Business. The Member may engage in or possess an interest in other business ventures of every kind and description, independently or with others. The Company shall not have any rights in or to such independent ventures or the income or profits therefrom by virtue of this Agreement.

20. Limited Liability. The Member shall not have any liability for the debts, obligations or liabilities of the Company except to the extent provided by the Act.

21. Exculpation; Indemnification. Neither the Member, any member of the Board, the Officers nor any of their respective affiliates or agents (collectively, "Covered Persons") shall be liable to the Company or any other person or entity who has an interest in the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Member or Officer, as applicable, by this Agreement. To the fullest extent permitted by applicable law, including §18-108 of the Act, each Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Member or Officer, as applicable, by this Agreement; provided, however, that any indemnity under this Section 21 shall be provided out of and to the extent of Company assets only, and neither the Managers nor the Officers, as applicable, nor any other Covered Person, shall have personal liability on account thereof.

22. Banking Matters. The Managers and each Officer and any agent or employee of the Company, or other person designated by such Manager or Officer is hereby authorized and empowered (A) to (i) establish one or more domestic or international accounts (including but not limited to, depository, checking, disbursement, custodian, or investment accounts, and other accounts as deemed necessary or expeditious for business purposes of the Company) ("Accounts"), in the name of the Company with any bank, trust company, savings and loan institution, brokerage firm or other financial institution which said Manager or Officer shall from time to time designate as a depository of funds, securities or other property of the Company, for any purpose and on terms and conditions deemed appropriate by such person on behalf of the Company; and (ii) close Accounts of the Company now or hereafter established; and (B) to assign, limit or revoke any and all authority of any agent or employee of the Company, or other person designated by such Manager or Officer to (i) sign checks, drafts and orders for the payment of money drawn on the Company's Accounts, and all notes of the Company and all acceptances and endorsements of the Company; (ii) execute or initiate electronic fund transfers; (iii) execute or initiate foreign currency exchange transactions; (iv) execute or initiate the investment of monies; and (v) initiate requests for information for any Account of the Company.

23. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware, without regard to conflict of law rules.

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the date first written above.

**TEXAS GENCO HOLDINGS, INC.**

By: /s/ Thad Miller
Name: Thad Miller
Title: VP & Secretary

SCHEDULE A

**Members and Interests**

| Name and Address of Member | Interest |
|---|---|
| Texas Genco Holdings, Inc.<br>12301 Kurland Drive<br>Houston, Texas 77034 | 100% |

**Exhibit 3.193**

**AMENDED AND RESTATED CERTIFICATE OF FORMATION**

**OF**

**GC Power Operating Services LLC**

This Amended and Restated Certificate of Formation of GC Power Operating Services LLC (the "LLC"), dated as of November 24, 2004, has been duly executed and is being filed by the undersigned, as an authorized person in accordance with the provisions of 6 Del. C. § 18-208, to amend and restate the original Certificate of Formation of the LLC which was filed on October 7, 2004, with the Secretary of State of the State of Delaware (the "Certificate"), to form a limited liability company under the Delaware Limited Liability Company Act (6 DeI. C. § 18-101, et seq.).

The Certificate is hereby amended and restated in its entirely to read as follows:

1. The name of the limited liability company is Texas Genco Operating Services LLC.

2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware, 19801. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Certificate of Formation as of the date first written above.

By: Texas Genco LLC,
its sole member

By: /s/ Michael MacDougall
Name: Michael MacDougall
Title: Manager

**Exhibit 3.194**

AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

of

**TEXAS GENCO OPERATING SERVICES LLC**

The undersigned is executing the Amended and Restated Limited Liability Company Agreement (the "Agreement") of Texas Genco Operating Services LLC (the "Company") as of December 7, 2O04:

R E C I T A L S

WHEREAS, a Certificate of Formation of the Company was executed and filed with the office of the Secretary of the State of Delaware on October 7, 2004, thereby forming the Company as a limited liability company pursuant to the provisions of the Delaware Limited Liability Company Act, 6 Del. C. § 18-101 et seq., (as amended from time to time, the "Act") under the name "GC Power Operating Services LLC";

WHEREAS, as amended and restated Certificate of Formation of the Company was executed and filed with the Office of the Secretary of State of the State of Delaware on November 24, 2004 to reflect the change in the name of the Company to "Texas Genco Operating Services LLC";

WHEREAS, the parties hereto desire to amend and restate the Limited Liability Company Agreement dated as of October 7, 2004 of the Company to make amendments as reflected herein;

NOW, THEREFORE in consideration of the premises and the covenants and agreements hereinafter set forth the parties hereto agree as follows:

1. Formation. A certificate of formation of the Company (the "Certificate") was executed and filed with the Office of the Secretary of State of the State of Delaware on October 7, 2004.

2. Name. The name of the limited liability company shall be **Texas Genco Operating Services LLC**, or such other name as the Member may from time to time hereafter designate.

3. Definitions. Capitalized terms not otherwise defined herein shall have the meanings set forth therefor in Section 18-101 of the Act.

4. Purpose. The Company is formed for the purpose of engaging in any lawful business permitted by the Act or the laws of any jurisdiction in which the Company may do business. The Company shall have the power to engage in all activities and transactions which the Member deems necessary or advisable in connection with the foregoing.

5. Offices. The principal place of business and office of the Company shall be located at, and the Company's business shall be conducted from, such place or places as the Member may designate from time to time.

The registered office of the Company in the State of Delaware shall be located at c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware shall be The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. The Member may from time to time change the registered agent or office by an amendment to the certificate of formation of the Company.

6. Member. Texas Genco LLC is the sole member of the Company (the "Member"), The name and business or residence address of the Member is set forth on Schedule A attached hereto.

7. Term. The term of the Company shall commence on the date of filing of the certificate of formation of the Company in accordance with the Act and shall continue until the Company is dissolved and its affairs are wound up in accordance with Section 17 of this Agreement and a certificate of cancellation is filed in accordance with the Act.

8. Officers. The Member may from time to time as it deems advisable, designate natural persons as officers of the Company, (the "Officers") or successor Officers of the Company and assign titles to any such person. Unless the Member decides otherwise, if the title is one commonly used for officers of a business corporation formed under the Delaware General Corporation Law, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that of office. Any delegation pursuant to this Section 8 may be received at any time by the Member. An Officer may be removed with or without cause at any time by the Member.

9. Powers. The business and offices of the Company shall be managed by the Member in accordance with the provisions of this Agreement. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by any member under the laws of the State of Delaware. Each of the Member and Officers is hereby designated as an authorized person, within the meaning of the Act, to execute deliver and file the certificate of formation of the Company (and any amendments and/or restatements thereof) and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business. The execution by one Officer or Member of any of the foregoing certificates (and any amendments and/or restatements thereof) shall be sufficient.

10. Management. The Member shall have the exclusive right to manage the business and affairs of the Company and may delegate such management rights, powers, duties and responsibilities to one or more Officers or such other persons designated by them as they may determine, provided that such delegation by the Member shall not cause the Member to cause being a member of the Company. Pursuant to its discretion to do so under this Section

10, the Member hereby delegates to each of the Officers the nonexclusive power and authority to act as an agent of the Company and, in such capacity, to bind the Company in the ordinary course of the Company's business and to execute any and all documents to be signed by the Company.

11. Capital Contributions. The Member shall make capital contributions to the Company from time to time, which amounts shall be set forth in the books and records of the Company.

12. Certificates. The Company hereby irrevocably elects that all membership interests in the Company shall be securities governed by Article 8 of the Uniform Commercial Code of Delaware and may be represented by certificates. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest is Texas Genco Operating Services LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend. All certificates for membership interests shall designate such interest as a percentage interest as set forth on Schedule A hereto.

13. Transfers of Member Interests:. The Member or may sell, assign, pledge or otherwise transfer or encumber (collectively, a "Transfer") any of its membership interest in the Company to any Person so long as such Transfer is in writing.

14. Resignation. The Member shall have the right to resign from the Company so long as such resignation is in writing. The provisions hereof with respect to distributions upon resignation are exclusive and no Member shall be entitled to claim any further or different distribution upon resignation under Section 18-604 of the Act or otherwise.

15. Allocations and Distributions. Distributions of cash or other assets of the Company shall be made at such [Illegible] and in such amounts as the Member may determine. Distributions shall be made of (and profits and losses of the Company shall be allocated among) the Member.

16. Return of Capital. The Member has the right to receive any distributions which include a return of all or any part of such Member's capital contribution, provided that upon the dissolution and winding up of the Company, the assets of the Company shall be distributed as provided in Section 18-604 of the Act.

17. Dissolution. The Company shall be dissolved and its affairs wound up upon the occurrence of an event causing a dissolution of the Company under Section 18-801 of the Act, except the Company shall not be dissolved upon the occurrence of an event that terminates the continued membership of a Member if (i) at the time of the occurrence of such event there are at least two Members of the Company, or (ii) within ninety (90) days after the occurrence of such event, all remaining Members agree in writing to continue the business of the Company and to the appointment, effective as of the date of such event, of one or more additional Members. In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the

assets of the Company shall be applied in the manner, and in the order of priority set forth in Section 18-804 of the Act.

18. Amendments. This Agreement may be amended only upon the written consent of the Member.

19. Other Business. The Member may engage in or possess an interest in other business ventures of every kind and description, independently or with others. The Company shall not have any rights in or to such independent ventures or the income or profits therefrom by virtue of this Agreement.

20. Limited Liability. The Member shall not have any liability for the debts, obligations or liabilities of the Company except to the extent provided by the Act.

21. Exculpation; Indemnification. Neither the Member, the Officers not any of their respective affiliates or agents (collectively, "Covered Persons") shall be liable to the Company or any other person or entity who has an interest in the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Member or Officer, as applicable, by this Agreement. To the fullest extent permitted by applicable law, including §18-108 of the Act, each Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Member or Officer, as applicable, by this Agreement; provided, however, that any indemnity under this Section 21 shall be provided out of and to the extent of Company assets only, and neither the Member nor the Officers, as applicable, nor any other Covered Person shall have personal liability on account thereof.

22. Banking Matter. The Member and each Officer and any agent or employee of the Company, or other person assigned by such Member or Officer is hereby authorized and empowered (A) to (i) establish one or more domestic on international accounts (including but not limited to, depository, checking, disbursement, custodian or investment accounts, and other accounts as deemed necessary or expeditious for business purposes of the Company) ("Accounts"), in the name of the Company with any bank, trust company, savings and loan institution, brokerage firm or other financial institution which said Member or Officer shall from time to time designate as a depository of fund, securities or other property of the Company, for any purpose and on terms and conditions deemed appropriate by such person on behalf of the Company; and (ii) close Accounts of the Company now or hereafter established; and (B) to assign, limit or revoke any and all authority of any agent or employee of the Company, or other person designated by such Member or Officer to (i) sign checks, drafts and orders for the payment of money drawn on the Company's Accounts, and all notes of the Company and all acceptances and endorsements of the Company; (ii) execute or initiate electronic fund transfers; (iii) execute or initiate foreign currency exchange transactions; (iv) execute or initiate the investment of monies; and (v) initiate requests for information for any Account of the Company.

23. Amendment. This Agreement may only be amended by a writing duly signed by the Member.

24. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware, without regard to conflict of law rules.

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the date first written above.

TEXAS GENCO LLC,
sole member,

By: /s/ Jack Fusco
Name: Jack Fusco
Title: President

SCHEDULE A

**Members and Interests**

| Name and Address of Member | Interest |
|---|---|
| Texas Genco LLC<br>12301 Kurland Drive<br>4th Floor<br>Houston, Texas 77034 | 100% |

**Exhibit 3.195**

**CERTIFICATE OF LIMITED PARTNERSHIP**

**OF**

**TEXAS GENCO SERVICES, LP**

This Certificate of Limited Partnership of Texas Genco Services, LP is being executed and filed by the undersigned General Partner (the "General Partner") to form a limited partnership pursuant to Section 2.01(a) of the Texas Revised limited Partnership Act (the "Act"). The undersigned does hereby agree that the Certificate of Limited Partnership of the Partnership shall read in its entirety as follows:

ARTICLE I

The name of the limited partnership is Texas Genco Services, LP.

ARTICLE II

The address of the registered office of the Partnership is 1021 Main Street, Suite 1150, Houston, Texas 77002, and the name of the registered agent for service of process of the Partnership required to be maintained by Section 1.06 of the Act at such address is CT Corporation System.

ARTICLE III

The address of the principal office in the United States where records are required to be kept or made available under Section 1.07 of the Act is 1111 Louisiana, Houston, Texas 77002.

ARTICLE IV

The name, mailing address and street address of the business of the General Partner are:

Texas Genco GP, LLC
1111 Louisiana
Houston, Texas 77002

IN WITNESS WHEREOF, the General Partner has executed this Certificate as of November 18, 2003.

TEXAS GENCO GP, LLC

By: /s/ Richard B. Dauphin
Name: Richard B. Dauphin
Title: Assistant Corporate Secretary

FILED
In the Office of the
Secretary of State of Texas
DEC 14 2004
Corporations Section

**CERTIFICATE OF MERGER**

**TEXAS GENCO SERVICES, LP**

**AND**

**NEW GENCO SERVICES L.P.**

In accordance with the provisions of Section 2.11 of the Texas Revised Limited Partnership Act (the "TRLPA"), the undersigned constituent entities submit the following Certificate of Merger adopted for filing and hereby certify that:

1. The name and state of formation or organization of each of the constituent entities which are to merge are as follows:

| Name of Entity | Type of Entity | State of Formation or Organization |
|---|---|---|
| Texas Genco Services, LP | Limited Partnership | Texas |
| New Genco Services L.P. | Limited Partnership | Texas |

2. The name and organizational form of the surviving entity of the Merger (as defined below) are as follows:

| Name of Surviving Entity | Organizational Form of Surviving Entity |
|---|---|
| Texas Genco Services, LP | Limited Partnership |

3. The Agreement and Plan of Merger dated as of December 14, 2004 (the "Plan of Merger") between Texas Genco Services, LP, a Texas limited partnership ("Genco Services LP"), and New Genco Services L.P., a Texas limited partnership ("Merger LP"), providing for the merger of Merger LP with and into Genco Services LP on the terms and conditions set forth therein (the "Merger"), has been approved, adopted, executed and acknowledged by each of Genco Services LP and Merger LP in accordance with the requirements of the TRLPA.

4. The Plan of Merger has been duly authorized by Genco Services LP and Merger LP by all action required by the laws under which each such entity is organized and by the constituent documents of each such entity.

5. There shall be no change (through amendment, restatement or otherwise) to the Certificate of Limited Partnership of Genco Services LP to be effected by the Merger.

6. An executed copy of the Plan of Merger is on file at the principal place of business of Genco Services LP at 1111 Louisiana Street, Houston, Texas 77002.

7. Genco Services LP and Merger LP have each complied with the provisions of their respective limited partnership agreements regarding furnishing partners copies or summaries of the Plan of Merger or notices regarding the Merger.

8. The Merger shall become effective at 11:00 a.m. (Central Standard Time) on December 15, 2004.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have duly executed this Certificate of Merger as of the 14th day of December, 2004.

TEXAS GENCO SERVICES, LP,
a Texas Limited partnership

BY: Texas Genco GP, LLC, its General Partner

BY: /s/ David G. Tees
Name: David G. Tees
Title: President

NEW GENCO SERVICES, LP.
a Texas Limited partnership

BY: New Genco GP, LLC, its General Partner

BY: /s/ [illegible]
Name: [illegible]
Title: V.P.

[SEAL]

**Office of the Secretary of State**
**Corporations Section**
**P.O. Box 13697**
**Austin, Texas 78711-3697**
**(Form 408)**

**Filed in the Office of the**
**Secretary of State of Texas**
**Filing #: 800270237 12/27/2007**
**Document #: 197728294610**
**Image Generated Electronically**

**STATEMENT OF CHANGE OF**
**ADDRESS OF REGISTERED AGENT**

1. The name of the entity represented is
   Texas Genco Services, LP

   The entity's filing number is 800270237

2. The address at which the registered agent has maintained the registered office address for such entity is: (Please provide street address, city, state and zip code presently shown in the records of the Secretary of State.)

   1021 Main Street. Suite 1150, Houston, TX 77002

3. The address at which the registered agent will hereafter maintain the registered office address for such entity is: (Please provide street address, city, state and zip code. The address must be in Texas.)

   350 N. St. Paul Street, Dallas, TX 75201

4. Notice of the change of address has been given to said entity in writing at least 10 business days prior to the submission of this filing.

Date: 12/27/2007

CT Corporation System

**Name of Registered Agent**

Marie Hauer

**Signature of Registered Agent**

**FILING OFFICE COPY**

Reports Unit
P.O. Box 12028
Austin, Texas 78711-2028

**[SEAL]**

Hope Andrade
Secretary of State

Office of the Secretary of State

January 6, 2009

C T Corporation System
Texas Genco Services, LP
350 N. St. Paul Street
Dallas, TX 75201

**Periodic Report — First Notification Letter**

Re: Texas Genco Services, LP
File Number: **800270237**

Dear Registered Agent:

A limited partnership is required by law to file a periodic report with the Secretary of State not more than once every four years. You are hereby notified that the above referenced limited partnership is required to file the periodic report at this time. This periodic report should be completed and received by this office on or before **February 5, 2009**. Failure to file the periodic report when due will result, after notice, in the forfeiture of the limited partnership's right to transact business in the state of Texas and could ultimately result, after notice, in the cancellation or termination of the domestic limited partnership or the cancellation or revocation of the registration of the foreign limited partnership.

One copy of the required periodic report is enclosed, along with instructions for completing the report. Make any necessary changes to the preprinted information by typing or printing the new information in the area provided. Submit the periodic report, along with the required filing fee that is shown on the attached report, to the mailing address on the report form. **Please make a copy of this report prior to mailing and retain for the limited partnership's records.**

For your convenience, the periodic report may be filed online through SOSDirect at **http://www.sos.state.tx.us/corp/sosda/index.shtml.**

If you have any questions about filing the periodic report or require assistance filing online using SOSDirect, please call 512-475-2705 or e-mail ReportsUnit@sos.state.tx.us.

Sincerely,
Reports Unit
Business and Public Filings Division

Enclosure

Reports Unit
P.O. Box 12028
Austin, Texas 78711-2028

**[SEAL]**

Hope Andrade
Secretary of State

Office of the Secretary of State

February 6, 2009

C T Corporation System
Texas Genco Services, LP
350 N. St. Paul Street
Dallas, TX 75201

**Periodic Report — Second Notification Letter**

Re: Texas Genco Services, LP
File Number: **800270237**

Dear Registered Agent:

Our records show that the above referenced limited partnership was notified over thirty (30) days ago of the need to file with this office the report required by law. You are hereby notified that the limited partnership's right to conduct affairs has been forfeited as of the date of this letter for failure to file the report. The limited partnership's right to conduct affairs may be revived by submitting the attached periodic report to this office, along with the required filing fee. This periodic report should be completed and received by this office on or before **June 8, 2009** to avoid the cancellation or termination of the domestic limited partnership or the cancellation or revocation of the registration of the foreign limited partnership.

One copy of the required periodic report is enclosed, along with instructions for completing the report. Make any necessary changes to the preprinted information by typing or printing the new information in the area provided. Submit the periodic report, along with the required filing fee that is shown on the attached report, to the mailing address on the report form. **Please make a copy of this report prior to mailing and retain for the limited partnership's records.**

Please disregard this notice if you have mailed your document for processing within the last seven (7) days. If your records reflect that you filed the required report, please send a copy of your cancelled check showing payment of the filing fee.

For your convenience, the periodic report may be filed online through SOSDirect at **http://www.sos.state.tx.us/corp/sosda/index.shtml**.

If you have any questions about filing the periodic report or require assistance filing online using SOSDirect, please call 512-475-2705 or e-mail ReportsUnit@sos.state.tx.us.

Sincerely,
Reports Unit
Business and Public Filings Division

Enclosure

**Form 804**
**(revised 05/06)**

This space reserved for filing office use

Return in Duplicate to:
Secretary of State
P.O. Box 12028
Austin, TX 78711-2028
Phone: 512/475-2705
FAX: 512/463-1423
Dial: 7-1-1 for Relay Services
Filing Fee: See Instructions

**[SEAL]**

**Periodic Report**
**Pursuant to Article 6132a,**
**Section 13.05,**
**Texas Revised Limited**
**Partnership Act**

**FILED in the Office of the**
**Secretary of State of Texas**

**MAY 20 2009**

**Corporations Section**

**File Number:** 800270237

1. The limited partnership name is: Texas Genco Services, LP

2. It is organized under the laws of: (set forth state or foreign country) Texas

3. The name of the registered agent is:

☒ A. The registered agent is a domestic entity or a foreign entity that is registered to do business in Texas (cannot be limited partnership named above) by the name of:

CT Corporation System
OR

☐ B. The registered agent is an individual resident of the state whose name is:

*First Name* *MI* *Last Name* *Suffix*

4. The registered office address, which is identical to the business office address of the registered agent in Texas, is: *(use street or building address; see Instructions)*

| 350 North St Paul Street | Dallas | TX | 75201 |
|---|---|---|---|
| *Street Address* | *City* | *State* | *Zip Code* |

5. The address of the principal office in the United States where the records are to be kept or made available under Article 6132a, Section 1.07 of the Texas Revised Limited Partnership Act is:

| 211 Carnegie Center | Princeton | NJ | 08540 | USA |
|---|---|---|---|---|
| *Street or Mailing Address* | *City* | *State* | *Zip Code* | *Country* |

6. The names and addresses of all general partners of the limited partnership are:

*(Address changes are allowed, changing the name of an existing general partner requires an amendment; see Instruction 6)*

**NAME OF GENERAL PARTNER** (Enter the name of either an individual or an organization, but not both)
**IF INDIVIDUAL**

*First Name* *MI* *Last Name* *Suffix*

OR
**IF ORGANIZATION**

New Genco GP, LLC
*Organization Name*

| 211 Carnegie Center | Princeton | NJ | 08540 | USA |
|---|---|---|---|---|
| *Street or Mailing Address* | *City* | *State* | *Zip Code* | *Country* |

RECEIVED
SECRETARY OF STATE

MAY 20 2009

CLK 50
AUSTIN, TEXAS

**NAME OF GENERAL PARTNER** (Enter the name of either an individual or an organization, but not both.)
**IF INDIVIDUAL**

*First Name* *MI* *Last Name* *Suffix*

OR
**IF ORGANIZATION**

*Organization Name*

*Street or Mailing Address* *City* *State* *Zip Code* *Country*

**NAME OF GENERAL PARTNER** (Enter the name of either an individual or an organization, but not both.)
**IF INDIVIDUAL**

*First Name* *MI* *Last Name* *Suffix*

OR
**IF ORGANIZATION**

*Organization Name*

*Street or Mailing Address* *City* *State* *Zip Code* *Country*

**Execution:**
The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: May 20, 2009

/s/ [Illegible]
Signed on behalf of the limited partnership

Christopher S. Soros - Vice President & Treasurer of
By (general partner) New Genco GP, LLC (General Partner).

**Form 403**
**(revised 01/08)**
Return in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709
**Filing Fees: $15**

**[SEAL]**

**Certificate of Correction**

This space reserved for office use

**FILED**
**In the Office of the**
**Secretary of State of Texas**

**MAY 28 2009**

**Corporations Section**

**Entity Information**

1. The name of the filing entity is:

Texas Genco Services, LP
State the name of the entity as currently shown in the records of the secretary of state. If the certificate of correction corrects the name of the entity, state the present name and not the name as it will be corrected.

The file number issued to the filing entity by the secretary of state is: 800270237

**Filing Instrument to be Corrected**

2. The filing instrument to be corrected is: Certificate of Merger

The date the filing instrument was filed with the secretary of state: 12/14/2004
*mm/ddfyyyy*

**Identification of Errors and Corrections**
(Indicate the errors that haw been made by checking the appropriate box or boxes; then provide the corrected text.)

☐ The entity name is inaccurate or erroneously stated. The corrected entity name is:

☐ The registered agent name is inaccurate or erroneously stated. The corrected registered agent name is:

Corrected Registered Agent
(Complete either A or B, but not both.)

A. The registered agent is an organization (cannot be entity named above) by the name of:

OR

B. The registered agent is an individual resident of the state whose name is:

*First* *Middle* *Last Name* *Suffix*

**RECEIVED**
**MAY 28 2009**
**Secretary of State**

☐ The registered office address is inaccurate or erroneously stated. The corrected registered office address is:

**Corrected Registered Office Address**

*Street Address (No P.O. Box)* *City* *State* *Zip Code*

☐ The purpose of the entity is inaccurate or erroneously stated. The purpose is corrected to read as follows:

☐ The period of duration of the entity is inaccurate or erroneously stated.
The period of duration is corrected to read as follows:

**Identification of Other Errors and Corrections**
**(Indicate the other errors and corrections that have been made by checking and completing the appropriate box or boxes.)**

☒ **Other errors and corrections.** The following inaccuracies and errors in the filing instrument are corrected as follows:

☐ **Add** Each of the following provisions was omitted and should be added to the filing instrument. The identification or reference of each added provision and the full text of the provision is set forth below.

☒ **Alter** The following identified provisions of the filing instrument contain inaccuracies or errors to be corrected. The full text of each corrected provision is set forth below:

**"5. There shall be no change (through amendment, restatement or otherwise) to the Certificate of Limited Partnership of Texas Genco Services, LP to be effected by the Merger, other than that Article IV of the Certificate of Limited Partnership of Texas Genco Services, LP shall be amended and restated to read in its entirely as follows:**

**ARTICLE IV**

**The name, mailing address and street address of the business of the General Partner are:**

New Genco GP, LLC
211 Carnegie Center
Princeton, NJ 08540"

☐ **Delete** Each of the provisions identified below was included in error and should be deleted.

**Form 403**

☐ **Defective Execution** The filing instrument was defectively or erroneously signed, sealed, acknowledged or verified. Attached is a correctly signed, sealed, acknowledged or verified instrument.

**Statement Regarding Correction**

The filing instrument identified in this certificate was an inaccurate record of the event or transaction evidenced in the instrument, contained an inaccurate or erroneous statement, or was defectively or erroneously signed, sealed, acknowledged or verified. This certificate of correction is submitted for the purpose of correcting the filing instrument.

**Correction to Merger, Conversion or Exchange**

The filing instrument identified in this certificate of correction is a merger, conversion or other instrument involving multiple entities. The name and file number of each entity that was a party to the transaction is set forth below. (If the space provided is not sufficient, include information as an attachment to this form.)

| | |
|---|---|
| Texas Genco Services, LP<br>*Entity name* | 800270237<br>*SOS file number* |
| New Genco Services L.P.<br>*Entity name* | 800371701<br>*SOS file number* |

**Effectiveness of Filing**

After the secretary of state files the certificate of correction, the filing instrument is considered to have been corrected on the date the filing instrument was originally filed except as to persons adversely affected. As to persons adversely affected by the correction, the filing instrument is considered to have been corrected on the date the certificate of correction is filed by the secretary of state.

**Execution**

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: May 28th, 2009

**TEXAS GENCO SERVICES, LP**
**By: New Genco GP, LLC, its general partner**

By: /s/ Mauricio Gutierrez
Name: Mauricio Gutierrez
Title: Vice President

**Form 403**

**Office of the Secretary of State**
**Corporations Section**
**[SEAL] P.O. Box 13697**
**Austin, Texas 78711-3697**
**(Form 408)**

**Filed in the Office of the**
**Secretary of State of Texas**
**Filing #: 800270237 04/19/2010**
**Document #: 304508731833**
**Image Generated Electronically**

# STATEMENT OF CHANGE OF ADDRESS OF REGISTERED AGENT

1. The name of the entity represented is
   Texas Genco Services, LP

   The entity's filing number is 800270237

2. The address at which the registered agent has maintained the registered office address for such entity is: (Please provide street address, city, state and zip code presently shown in the records of the Secretary of State.)

   350 N. St. Paul St., Dallas, TX 75201

3. The address at which the registered agent will hereafter maintain the registered office address for such entity is: (Please provide street address, city, state and zip code. The address must be in Texas.)

   350 N. St. Paul St., Ste. 2900, Dallas, TX 75201-4234

4. Notice of the change of address has been given to said entity in writing at least 10 business days prior to the submission of this filing.

Date: 04/19/2010

CT Corporation System

**Name of Registered Agent**

Kenneth Uva, Vice President

**Signature of Registered Agent**

**FILING OFFICE COPY**

**Exhibit 3.196**

**AGREEMENT OF LIMITED PARTNERSHIP**

**OF**

**TEXAS GENCO SERVICES, LP**

Effective as of November 18, 2003

**AGREEMENT OF LIMITED PARTNERSHIP**

This Agreement of Limited Partnership (this "Agreement") is made and executed to be effective as of November 18, 2003, by Texas Genco GP, LLC, a Texas limited liability company, as general partner (the "General Partner"), and Texas Geneco LP, LLC, a Delaware limited liability company, as limited partner (a "Limited Partner;" the General Partner and any Limited Partners each being a "Partner" and, collectively, the "Partners").

WHEREAS, the certificate of limited partnership of Texas Genco Services, LP (the "Partnership") has been filed with the Secretary of State of the State of Texas; and

WHEREAS, it is desired that the orderly management of the affairs of the Partnership be provided for;

NOW, THEREFORE, it is agreed as follows:

**ARTICLE I**

**DEFINITIONS**

The following terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein):

"Agreement" shall mean this Agreement as originally executed and as it may be amended from time to time hereafter.

"Capital Contribution" shall mean any contribution to the capital of the Partnership in cash or property by a Partner whenever made.

"Capital Percentage" shall have the meaning given such term in Section 5.1.

"Certificate of Limited Partnership" shall mean the Certificate of Limited Partnership of the Partnership filed with and endorsed by the Secretary of State of the State of Texas, as such certificate may be amended from time to time hereafter.

"Code" shall mean the Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent superseding federal revenue laws.

"Entity" shall mean any foreign or domestic general partnership, limited partnership, limited liability company, corporation, joint enterprise, trust, business trust, employee benefit plan, cooperative or association.

"Fiscal Year" shall have the meaning given such term in Section 8.1.

"Indemnitee" shall have the meaning given such term in Section 6.1.

"Partner" shall mean each Person who executes a counterpart of this Agreement as a Partner and each Person who may hereafter become a Partner pursuant to Section 5.3 or Section 10.3, but shall not include any Partner that ceases to be a Partner.

"Partnership" shall mean Texas Genco Services, LP, a Texas limited partnership.

"Partnership Interest" shall mean, with respect to any Partner at any time, the partnership interest of such Partner in the Partnership at such time, including such Partner's Capital Percentage in the profits, losses, allocations and distributions of the Partnership, and the right of such Partner to any and all other benefits to which a Partner may be entitled as provided in the this Agreement, together with the obligations of such Partner to comply with all the terms and provisions of this Agreement.

"Partnership Representative" shall mean any Person who at any time shall be, or shall have been, a general partner, limited partner, employee or agent of the Partnership, or any Person who is or was serving at the request of the Partnership as a partner, director, officer, venturer, proprietor, trustee, employee or agent, or similar functionary of an Entity (but excluding Persons providing trustee, fiduciary or custodial services on a fee-for-services basis).

"Person" shall mean any individual or Entity, and any heir, executor, administrator, legal representative, successor or assign of such "Person" where the context so admits.

"Texas Act" shall mean the Texas Revised Limited Partnership Act, as the same may be amended from time to time hereafter.

## ARTICLE II

## FORMATION OF THE PARTNERSHIP

2.1 *Formation.* On November 18, 2003, the Certificate of Limited Partnership of the Partnership was filed with the Secretary of State of the State of Texas pursuant to the Texas Act.

2.2 *Name.* The name of the Partnership is Texas Genco Services, LP. If the Partnership shall conduct business in any jurisdiction other than the State of Texas, the General Partner shall register the Partnership or its trade name with the appropriate authorities in such state in order to have the legal existence of the Partnership recognized.

2.3 *Place of Business.* The initial principal place of business of the Partnership shall be 1111 Louisiana, Houston, Texas 77002. The Partnership may locate its places of business and registered office at any place or places as the General Partner may from time to time deem advisable.

2.4 *Registered Office and Registered Agent.* The Partnership's registered office shall be at the office of its registered agent at 1021 Main Street, Suite 1150, Houston, Texas 77002, and the name of its initial registered agent at such address shall be CT Corporation System.

2.5 *Term.* The Partnership and this Agreement shall continue until the earliest of (a) such time as all of the Partnership's assets have been sold or otherwise disposed of, or (b) such time as the Partnership's existence has been terminated as otherwise provided herein or in the Texas Act.

2.6 *Purpose of the Partnership.* Subject to the further provisions hereof, the object and purpose of the Partnership is to engage in any lawful business activities in which a limited partnership formed under the Texas Act may engage or participate; to manage, protect and conserve all assets of the Partnership; to borrow money and issue evidences of indebtedness in furtherance of the objects and purposes of the Partnership; to secure obligations of the Partnership by mortgages, deeds of trusts, pledges or other liens and security interests on Partnership property; to have and maintain one or more offices; and to make such additional investments, engage in such additional business endeavors and to do any and all acts and things that may be necessary, incidental or convenient to carry on the Partnership's business as contemplated by this Agreement. The Partnership shall have any and all powers necessary or desirable to carry out the object and purpose of the Partnership to the extent the same may be legally exercised by limited partnerships under the Texas Act.

## ARTICLE III

## GENERAL PARTNER

3.1 *Name and Address.* The name and place of business of the General Partner are as follows:

Texas Genco GP, LLC
1111 Louisiana
Houston, Texas 77002

3.2 *Standard of Performance.* The General Partner shall act in good faith in the performance of its obligations hereunder but shall have no liability or obligation to any Limited Partner or the Partnership for any decision made or action taken in connection herewith if made or taken in good faith, irrespective of whether the same may be reasonably prudent or whether bad judgment was exercised in connection therewith. In no event shall the General Partner be or become obligated personally to respond to damages to any Limited Partner pursuant to this Agreement, the liability of the General Partner being limited to its interest in the Partnership. Any claim or judgment in favor of a Limited Partner shall be limited accordingly.

3.3 *Powers of General Partner.* Except to the extent otherwise provided herein, the General Partner shall have full power and authority to take all action in connection with the

Partnership's affairs and to exercise exclusive management, supervision and control of the Partnership's properties and business and shall have full power to do all things necessary or incident thereto. Without limiting the foregoing, the General Partner, without the necessity of any further approval of a Limited Partner, shall have the following powers:

(a) to control and manage the Partnership's assets and to arrange for collections, disbursements and other matters necessary or desirable in connection with the management of the Partnership's assets (such power to include the power and authority to borrow money in furtherance of the Partnership's purposes);

(b) to the extent that the Partnership's financial resources will permit the General Partner to do so, to see that all indebtedness owing with respect to and secured by the Partnership's assets, or any part thereof, is paid and to make such other payments and perform such other acts as the General Partner may deem necessary to preserve the interest of the Partnership therein;

(c) to pay and discharge all taxes and assessments levied and assessed against the Partnership's assets or any part thereof for the account of the Partnership;

(d) to carry such insurance as the General Partner may deem necessary or appropriate;

(e) to have such other authority and power as may be reasonably necessary or appropriate for the operation, maintenance and preservation of the Partnership's assets;

(f) to determine the number of employees, if any, the selection of such employees, the hours of labor and compensation for the service of such employees;

(g) to amend this Agreement to reflect a change that is necessary or desirable in connection with the issuance of any Partnership Interests pursuant to Section 5.3; and

(h) to determine the time and amount of distributions to the Partners, to make such distributions in accordance with Sections 7.2 and 7.3 and the other provisions of this Agreement, and to establish reasonable reserves as the General Partner may determine to be advisable.

3.4 *Reimbursements and Fees.* The General Partner shall be reimbursed by the Partnership for all third-party expenses incurred in connection with the discharge of its duties hereunder as General Partner, such as audit, accounting and legal fees incurred by the General Partner in the accounting for and the maintenance of the assets of the Partnership; provided that the General Partner shall be required to pay such expenses only to the extent the Partnership provides funds therefor.

## ARTICLE IV

## LIMITED PARTNER

4.1 *Name and Address.* The name and place of business of the Limited Partner are as follows:

Texas Genco LP, LLC
200 West Ninth Street Plaza, Suite 409
Wilmington, Delaware 19801

4.2 *No Control or Liability.* Except as otherwise provided herein, (i) no Limited Partner shall have any control over the management of the Partnership or any power to transact any Partnership business or to bind or obligate the Partnership, and (ii) no Limited Partner shall be personally liable for all or any part of the debts or other obligations of the Partnership.

4.3 *Rights and Powers.* No Limited Partner shall have any right or power to withdraw from the Partnership (or to receive any distribution under Section 6.04 of the Texas Act in the event of withdrawal) or to cause the liquidation of the Partnership or the partition of its properties. Except as set forth in Article VII and Article XI hereof, no Limited Partner shall have any right to priority of distributions from the Partnership over any other Partner.

## ARTICLE V

## CAPITAL OF THE PARTNERSHIP

5.1 *Initial Contributions.* Contemporaneously with the execution of this Agreement, the General Partner is making a Capital Contribution to the Partnership in the amount set forth below in exchange for its general partner Partnership Interest, and the Limited Partner is making a Capital Contribution to the Partnership in the amount set forth below in exchange for its limited partner Partnership Interest, the relative amounts of each such interest being expressed as a "Capital Percentage:"

| | Capital Contribution | Capital Percentage |
|---|---|---|
| General Partner | | |
| Texas Genco GP, LLC | $ 10 | 1% |
| Limited Partner | | |
| Texas Genco LP, LLC | $ 990 | 99% |

5.2 *Additional Contributions.* No Partner shall be required to make additional Capital Contributions unless, and except on such terms as, the Partners unanimously agree.

5.3 *Additional Issuances of Partnership Interests.*

(a) In the event of any additional Capital Contributions, and in order to raise additional capital or to acquire assets, to redeem or retire Partnership debt or for any other purpose, the Partnership authorized, at the discretion of the General Partner, to issue additional Partnership Interests from time to time to Partners or to other Persons. The General Partner may cause the Partnership to assume liabilities in connection with any such issuance and shall determine the consideration and terms and conditions with respect to any such issuance; provided, however, that no Partnership Interests carrying any rights or obligations other than the rights and obligations carried by the initial Partnership Interests issued pursuant to this Agreement may be issued without the approval of all of the Limited Partners. The General Partner shall do all things necessary or advisable in connection with any such issuance, including, without limitation, the making of appropriate adjustments to the Partners' Capital Percentages and compliance with any statute, rule, regulation or guideline of any federal, state or other governmental agency.

(b) Upon (i) the execution and delivery to the Partnership of this Agreement, as it may be amended, by any Person who is issued any Partnership Interest, (ii) receipt by the Partnership of any Capital Contribution required of such Person made in connection with the issuance of such interest, (iii) consent by all other Partners to such Person being admitted as a Partner and (iv) any other action required by Texas law, such Person shall be admitted as a Limited Partner of the Partnership.

5.4 *Record of Contributions.* The books and records of the Partnership shall include true and full information regarding the amount of cash and cash equivalents and designation and statement of the value of any other property contributed by each Partner to the Partnership.

5.5 *Interest.* No interest shall be paid by the Partnership on Capital Contributions.

5.6 *Loans from Partners.* Loans by a Partner to the Partnership shall not be considered Capital Contributions.

5.7 *Withdrawal or Reduction of Partners' Capital Contributions.*

(a) A Partner shall not be entitled to withdraw any part of his Capital Contribution or to receive any distribution from the Partnership, except as otherwise provided in this Agreement.

(b) A Partner shall not receive out of the Partnership's property or other assets any part of his Capital Contributions until all liabilities of the Pal inership, except liabilities to Partners on account of their Capital Contributions, have been paid or there remains property or other assets of the Partnership sufficient to pay all such liabilities.

(c) A Partner, irrespective of the nature of his Capital Contribution, has only the right to demand and receive cash in return for his Capital Contribution.

5.8 *Loans to Partnership.* Nothing in this Agreement shall prevent any Partner from making secured or unsecured loans to the Partnership by agreement with the Partnership.



5.9 *No Further Obligation.* Except as expressly provided for in or contemplated by this Article V, no Partner shall have any obligation to provide funds to the Partnership, whether by Capital Contributions, loans, return of monies received pursuant to the terms of this Agreement or otherwise.

## ARTICLE VI

## INDEMNIFICATION

6.1 *Indemnification.* Each Partnership Representative shall be entitled to indemnification to the fullest extent permitted by the Texas Act and other applicable provisions of Texas law or any successor statutory provisions, as from time to time amended, from and against any judgments, penalties, including excise and similar taxes, fines, settlements and reasonable expenses actually incurred by the Partnership Representative in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative, and any appeal in such an action, suit or proceeding and any inquiry or investigation that could lead to such action, suit or proceeding, with respect to which such Partnership Representative was, is or is threatened to be made a named defendant or respondent because of the Partnership Representative's status as such (each such Partnership Representative being hereinafter referred to as an "Indemnitee"). Any repeal of this Section 6.1 shall be prospective only, and shall not adversely affect any right of indemnification existing at the time of such repeal or modification or thereafter arising as a result of acts or omissions prior to the time of such repeal or modification. If any provision or provisions of this Agreement relating to indemnification shall be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby; and, to the fullest extent possible, the provisions of this Agreement shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable. Any indemnification pursuant to this Article VI shall be made only out of the assets of the Partnership, it being agreed that the General Partner shall not be personally liable for such indemnification. In no event may an Indemnitee subject any Limited Partner to personal liability by reason of the indemnification provisions of this Agreement.

6.2 *Advancement or Reimbursement of Expenses.* An Indemnitee shall be entitled to advance payment or reimbursement of reasonable expenses incurred by the Indemnitee in its capacity as such after the Partnership has received a written affirmation by the Indemnitee of the Indemnitee's good faith belief that the Indemnitee has met the standard of conduct necessary for indemnification under Article XI of the Texas Act, and a written undertaking (made in conformance with the requirements of Article XI of the Texas Act) by or on behalf of the Indemnitee to repay the amount paid or reimbursed if it is ultimately determined that the Indemnitee did not meet that standard or it is ultimately determined that indemnification of the Indemnitee against expenses incurred by such Indemnitee in connection with that action, suit or proceeding is prohibited by Section 11.05 of the Texas Act. In addition, the Partnership shall pay or reimburse reasonable expenses incurred by a Partnership Representative in connection with the Partnership Representative's appearance as a witness or other participation in an action, suit or proceeding involving or affecting the Partnership at a time when such Partnership

Representative is not a named defendant or respondent in such action, suit or proceeding. Any indemnification of or advancement of expenses to a Partnership Representative who is a general partner of the Partnership in accordance with Article XI of the Texas Act and this Article VI shall be reported promptly to the Limited Partners, but in no event later than six months after the date that the indemnification or advance occurs.

6.3 *Nonexclusivity and Survival of Indemnification.* The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall not be deemed exclusive of any other rights to which an Indemnitee may be entitled under applicable law, this Agreement, any other agreement or otherwise, both as to action in an official capacity and as to action in any other capacity while an Indemnitee. The provisions of this Article VI shall not be deemed to preclude the indemnification of any Person who is not specified in this Article VI but whom the Partnership has the power or obligation to indemnify under the provisions of the Texas Act or otherwise.

6.4 *Insurance.* To the fullest extent permitted by the Texas Act, the Partnership may purchase and maintain insurance or another arrangement on behalf of any Partnership Representative against any liability asserted against such Partnership Representative and incurred by such Partnership Representative in that capacity or arising out of the Partnership Representative's status in that capacity, regardless of whether the Partnership would have the power to indemnify such Partnership Representative against that liability under the provisions of Article XI of the Texas Act or this Article VI.

## ARTICLE VII

## ALLOCATIONS AND DISTRIBUTIONS

7.1 *Allocations.* Except as may otherwise be unanimously agreed by the Partners, all items of income, gain, loss, deduction, and credit of the Partnership shall be allocated among the Partners in accordance with their Capital Percentages.

7.2 *Distributions.* From time to time the General Partner shall, in its sole discretion, determine to what extent (if any) the Partnership's cash on hand exceeds its current and anticipated needs, including, without limitation, for operating expenses, debt service, acquisitions, and a reasonable contingency reserve, and if such an excess exists, cause the Partnership to distribute to the Partners, in accordance with their Capital Percentages, an amount in cash equal to that excess.

7.3 *Limitation Upon Distributions.* Notwithstanding anything herein to the contrary, no distribution may be made to the Partners if such distribution would violate the terms of Section 6.07 of the Texas Act.

## ARTICLE VIII

## ACCOUNTING PERIOD, RECORDS AND REPORTS

8.1 *Accounting Period.* The Partnership's fiscal year shall be the calendar year ending December 31 or such other period as the General Partner may determine (the "Fiscal Year").

8.2 *Records, Audits and Reports.* At the expense of the Partnership, the General Partner shall maintain records and accounts of all operations and expenditures of the Partnership.

8.3 *Inspection.* The books and records of the Partnership shall be maintained at the principal place of business of the Partnership and shall be open to inspection by the Partners at all reasonable times during any business day.

## ARTICLE IX

## TAX MATTERS

9.1 *Tax Returns and Elections.* The General Partner or its designees shall cause the preparation and timely filing of all tax returns required to be filed by the Partnership pursuant to the Code, if any, and all other tax returns and other tax filings and elections that the General Partner or its designees deem necessary. Copies of such returns, or pertinent information therefrom, shall be furnished to the Partners as promptly as practicable after filing.

9.2 *State, Local or Foreign Income Taxes.* In the event state or foreign income taxes are applicable, any references to federal income taxes or to "income taxes" contained herein shall refer to federal, state, local and foreign income taxes. References to the Code or Treasury regulations promulgated under the Code shall be deemed to refer to corresponding provisions that may become applicable under state, local or foreign income tax statutes and regulations.

9.3 *Assignments and Issuance of Partnership Interests.* The Partnership shall allocate taxable items attributable to a Partnership Interest that is assigned or issued in connection with a Capital Contribution by a new Partner during a Fiscal Year between the assignor and the assignee of such Partnership Interest or the existing Partners and the new Partners by closing the books of the Partnership as of the end of the day prior to the day in which such Partnership Interest is assigned or issued.

## ARTICLE X

## RESTRICTIONS ON TRANSFERABILITY; ADMISSION OF SUBSTITUTE PARTNERS

10.1 *Generally*. All Partnership Interests at any time and from time to time outstanding shall be held subject to the conditions and restrictions set forth in this Article X, which conditions and restrictions shall apply equally to the Partners and their respective transferees (except as otherwise expressly stated), and each Partner by executing this Agreement agrees with the Partnership and with each other Partner to such conditions and restrictions. Without limiting the generality of the foregoing, the Partnership shall require as a condition to the transfer of record ownership of a Partnership Interest that the transferee of such interest execute and deliver this Agreement as evidence that such interest is held subject to the terms, conditions and restrictions set forth herein.

10.2 *Restriction on Transfer*. No Partnership Interest shall be sold, assigned, given, transferred, exchanged, devised, bequeathed, pledged or otherwise disposed of to any Person except upon the unanimous approval of the Partners and otherwise in accordance with the terms of this Agreement.

10.3 *Substitute Partners*. Any Person that acquires any Partnership Interest that is not already a Partner shall not have the right to participate in the management of the business and affairs of the Partnership, to vote such Partnership Interest, or to become a Partner of the Partnership unless the Partners of the Partnership unanimously consent to such Person becoming a Partner of the Partnership. If such Person is not admitted as a Partner of the Partnership, such Person only is entitled to receive the share of profits, distributions, and allocations of income, gain, loss, deduction, credit, or similar item to which the Person would be entitled if such Person were a Partner of the Partnership.

## ARTICLE XI

## DISSOLUTION AND TERMINATION

11.1 *Dissolution*.

(a) The Partnership shall dissolve upon the occurrence of any of the following events:

(i) the written consent of all Partners;

(ii) an event of withdrawal of the General Partner; or

(iii) as provided in Section 2.5 hereto.

(b) The personal representative (or other successor-in-interest) of a deceased Partner shall, subject to the provisions of Article X, succeed to the deceased Partner's interest in

the Partnership. However, such personal representative (or other successor in interest) shall not be entitled to be admitted as a Partner unless the conditions specified in Article X are met.

11.2 *Effect of Dissolution.* Upon the occurrence of any of the events specified in this Article XI effecting the dissolution of the Partnership, the Partnership shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but its separate existence shall continue until a certificate of cancellation has been issued by the Secretary of State of the State of Texas or until a decree dissolving the Partnership has been entered by a court of competent jurisdiction.

11.3 *Winding Up, Liquidating and Distribution of Assets.*

(a) Upon dissolution, an accounting shall be made of the accounts of the Partnership and of the Partnership's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The General Partner shall immediately proceed to wind up the affairs of the Partnership.

(b) If the Partnership is dissolved and its affairs are to be wound up, the General Partner shall (1) sell or otherwise liquidate all of the Partnership's assets as promptly as practicable (except to the extent the General Partner may determine to distribute any assets in kind to the Partners), (2) allocate any income or loss resulting from such sales to the Partners in accordance with this Agreement, (3) discharge all liabilities to creditors in the order of priority as provided by law, (4) discharge all liabilities of the Partners (other than liabilities to Partners or for Capital Contributions to the extent unpaid in breach of an obligation to do so), including all costs relating to the dissolution, winding up and liquidation and distribution of assets, (5) establish such reserves as the General Partner may determine to be reasonably necessary to provide for contingent liabilities of the Partnership, (6) discharge any liabilities of the Partnership to the Partners other than on account of their interests in Partnership capital or profits and (7) distribute the remaining assets to the Partners, either in cash or in kind, as determined by the General Partner, pro rata according to the Capital Percentage of each. If any assets of the Partnership are to be distributed in kind, the net fair market value of such assets as of the date of dissolution shall be determined by independent appraisal or by agreement of all of the Partners.

(c) Notwithstanding anything to the contrary in this Agreement, upon a liquidation of the Partnership no Partner shall have any obligation to make any contribution to the capital of the Partnership other than any Capital Contributions such Partner agreed to make in accordance with this Agreement.

(d) Upon completion of the winding up, liquidation and distribution of the assets, the Partnership shall be deemed terminated.

(e) The General Partner shall comply with any applicable requirements of applicable law pertaining to the winding up of the affairs of the Partnership and the final distribution of its assets.

11.4 *Certificate of Cancellation.* When all debts, liabilities and obligations have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets have been distributed to the Partners, a certificate of cancellation shall be

executed in duplicate, and verified by the person signing the certificate of cancellation and filed with the Secretary of State of the State of Texas, which certificate shall set forth the information required by the Texas Act.

11.5 *Return of Contribution Non-recourse to Other Partners.* Except as provided by law, upon dissolution, each Partner shall look solely to the assets of the Partnership for the return of the Partner's Capital Contribution. If the Partnership property remaining after the payment or discharge of the debts and liabilities of the Partnership is insufficient to return the cash or other property contribution of one or more Partners, such Partner or Partners shall have no recourse against any other Partner.

## ARTICLE XII

## MISCELLANEOUS PROVISIONS

12.1 *Notices.* Any notice, demand or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party or to an executive officer of the party to whom the same is directed or if sent by registered or certified mail, postage and charges prepaid, addressed to the Partner's and/or Partnership's address, as appropriate, which is set forth in this Agreement. If mailed, any such notice shall be deemed to be delivered two calendar days after being deposited in the United States mail with postage thereon prepaid, addressed and sent as aforesaid.

12.2 *Books of Account and Records.* Proper and complete records and books of account in which shall be entered fully and accurately all transactions and other matters relating to the Partnership's business in such detail and completeness as is customary and usual for businesses of the type engaged in by the Partnership shall be kept or shall be caused to be kept by the Partnership. Such books and records shall be maintained as provided in Section 8.3.

12.3 *Application of Texas Law.* This Agreement, and the application of interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Texas, and specifically the Texas Act.

12.4 *Waiver of Action for Partition.* Each Partner irrevocably waives, during the term of the Partnership, any right that such Partner may have to maintain any action for partition with respect to the property and assets of the Partnership.

12.5 *Execution of Additional Instruments.* Each Partner hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules or regulations.

12.6 *Gender and Number.* Whenever required by the context, as used in this Agreement, the singular number shall include the plural and the neuter shall include the masculine or feminine gender, and vice versa.

12.7 *Headings.* The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

12.8 *Waivers.* No waiver of any right under this Agreement shall be effective unless evidenced in writing and executed by the Person entitled to the benefits thereof. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent another act or omission, which would have originally constituted a violation, from having the effect of an original violation.

12.9 *Rights and Remedies Cumulative.* The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other rights or remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, rule, regulation or otherwise.

12.10 *Severability.* If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

12.11 *Heirs, Successors and Assigns.* Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

12.12 *Creditors.* None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Partnership or any creditor of any Partner of the Partnership.

12.13 *Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

12.14 *Amendment.* Except as otherwise expressly provided herein (including, without limitation, Section 3.3(g)), this Agreement may not be modified or amended without the written consent of all Partners.

EXECUTED to be effective as of the date first above written.

**GENERAL PARTNER:**

TEXAS GENCO GP, LLC

By: /s/ David G. Tees
Name: David G. Tees
Title: President

**LIMITED PARTNER:**

TEXAS GENCO LP, LLC

By: /s/ Patricia F. Genzel
Name: Patricia F. Genzel
Title: President and Secretary

**Exhibit 3.201**

**CERTIFICATE OF FORMATION**
**OF**
**WCP (GENERATION) HOLDINGS LLC**

The undersigned, being a natural person 18 years of age or older and for the purpose of forming a limited liability company for general business purposes under the Delaware Limited Liability Act, hereby adopts the following Certificate of Formation:

1. Name: The name of the limited liability company is WCP (Generation) Holdings LLC.

2. Registered Office: The address of the registered office of the limited liability company is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

3. Organizer: The name and address of the sole organizer of the limited liability company is Kathryn J. McGinty, NRG Energy, Inc., 1221 Nicollet Mall, Suite 700, Minneapolis, Minnesota 55403-2445.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of WCP (Generation) Holdings LLC this 17th day of June, 1999.

/s/ Kathryn J. McGinty
Kathryn J. McGinty
Authorized Person

**Exhibit 3.202**

**LIMITED LIABILITY COMPANY AGREEMENT**
**OF**
**WCP (GENERATION) HOLDINGS LLC**

A Delaware Limited Liability Company

THIS LIMITED LIABILITY COMPANY AGREEMENT OF WCP (GENERATION) HOLDINGS LLC (this *"Agreement"*), dated and effective as of June 30, 1999 (the *"Effective Date"),* is adopted, executed and agreed to, for good and valuable consideration, by NRG West Coast Inc., a Delaware corporation (*"NRG"*) and Dynegy Power Corp., a Delaware corporation (*"DPC"*) (hereinafter, the *"Initial Members"*).

**RECITALS**

1. Through wholly owned subsidiaries, NRG Energy, Inc. ("NRG Energy"), the direct parent of NRG, and Dynegy have worked together to acquire, own and operate independent power projects in California. NRG and Dynegy, directly or indirectly, currently hold equal ownership interests in four such projects, El Segundo Power, LLC, Long Beach Generation LLC, Cabrillo Power I LLC and Cabrillo Power II LLC (the *"Initial Project Companies"*).

2. NRG and DPC have decided that in order to maximize the efficiency and potential of the Initial Project Companies, it is in their best interests to form a new limited liability holding company, to be owned by them in equal shares (subject to the potential addition or substitution of new investors in accordance with the terms of this Agreement), for the purpose of holding one hundred percent of their ownership interests in West Coast Power LLC, a new single-member Delaware limited liability company formed to consolidate the ownership interests in all of the Initial Project Companies and for acquiring, owning and managing the operations of such additional power generation assets as West Coast Power LLC may acquire in the future.

3. Therefore, NRG and DPC desire to enter into this Agreement to form the Company (as defined below) and to agree upon various matters relating to the Company.

**ARTICLE 1**

1.01 ***Definitions***. As used in this Agreement, the following terms have the respective meanings set forth below or set forth in the Sections referred to below:

***AAA*** - Section 10.03(b).

***Act*** - the Delaware Limited Liability Company Act, as amended.

***Additional Project Companies*** - such additional entities beyond the Initial Project Companies as West Coast Power may acquire in the future.

***Adjusted Capital Account Deficit*** - with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

(a) such Capital Account shall be deemed to be increased by any amounts that such Member is deemed to be obligated to restore pursuant to (A) the penultimate sentence of Regulation section 1.704-2(g)(l), or (B) the penultimate sentence of Regulations section 1.704-2(i)(5);and

(b) such Capital Account shall be deemed to be decreased by the items described in Regulation sections 1.704-l(b)(2)(ii)(d)(4),(5)and(6).

***Administrative Services Agreement*** - the Agreement entered into between each of the Initial Project Companies and Dynegy Power Management Services, L.P., an Affiliate of DPC, for the provision of certain administrative and tax services.

***Affected Member*** - Section 9.01.

***Affiliate*** - with respect to any Person, (a) each entity that such Person Controls; (b) each Person that Controls such Person, including, in the case of a Member, such Member's Parent; and (c) each entity that is under common Control with such Person, including, in the case of a Member, each entity that is Controlled by such Member's Parent. Affiliation shall have a corresponding meaning.

***Agreement*** - introductory paragraph.

***Alternate Representative*** - Section 6.02(a)(i).

***Arbitration Notice*** - Section 10.02.

***Arbitrator*** - Section 10.03(a).

***Assignee*** - any Person that acquires a Membership Interest or any portion thereof through a Disposition; provided, however, that an Assignee shall have no right to be admitted to the Company as a Member except in accordance with Section 3.03(b)(ii).

***Bankruptcy*** or ***Bankrupt*** - with respect to any Person, that (a) such Person (i) makes a general assignment for the benefit of creditors; (ii) files a voluntary

bankruptcy petition; (iii) becomes the subject of an order for relief or is declared insolvent in any federal or state bankruptcy or insolvency proceedings; (iv) files a petition or answer seeking for such Person a reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any Law; (v) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against such Person in a proceeding of the type described in subclauses (i) through (iv) of this clause (a); or (vi) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of such Person or of all or any substantial part of such Person's properties; or (b) against such Person, a proceeding seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any Law has been commenced and 60 Days have expired without dismissal thereof or with respect to which, without such Person's consent or acquiescence, a trustee, receiver, or liquidator of such Person or of all or any substantial part of such Person's properties has been appointed and 60 Days have expired without the appointment having been vacated or stayed, or 60 Days have expired after the date of expiration of a stay, if the appointment has not previously been vacated.

***Book Value*** - with respect to any asset of the Company, the adjusted basis of such asset as of the relevant date for federal income tax purposes, except as follows:

(a) the initial Book Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset as agreed to by all of the Members;

(b) the Book Values of all Company assets (including intangible assets such as goodwill) shall be adjusted to equal their respective gross fair market values as of the following times:

(i) the acquisition of an additional Membership Interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution;

(ii) the distribution by the Company to a Member of more than a de minimis amount of money or Company property as consideration for a Membership Interest in the Company; and

(iii) the liquidation of the Company within the meaning of Regulation section 1.704-l(b)(2)(ii)(g);

(c) the Book Value of the Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code section 734(b) or Code section 743(b), but only to the extent that such adjustments are taken into account in

determining Capital Accounts pursuant to Regulation section 1.704-l(b)(2)(iv)(m);and

(d) if the Book Value of an asset has been determined or adjusted pursuant to subsection (i), (ii) or (iii) above, such Book Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses and other items allocated pursuant to Section 4.2.

The foregoing definition of Book Value is intended to comply with the provisions of Regulation section 1.704-l(b)(2)(iv) and shall be interpreted and applied consistently therewith.

***Business Day*** - any day other than a Saturday, a Sunday, or a holiday on which national banking associations in Minneapolis, Minnesota or Houston, Texas are closed.

***Buyout Event*** - Section 9.01.

***Capital Account*** - the account to be maintained by the Company for each Member in accordance with Section 4.05.

***Capital Contribution*** - with respect to any Member, the amount of money and the net agreed value of any property (other than money) contributed to the Company by the Member. Any reference in this Agreement to the Capital Contribution of a Member shall include a Capital Contribution of its predecessors in interest.

***Cause*** - Section 6.03(d).

***Certified Public Accountants*** - a firm of independent public accountants selected from time to time by the Executive Committee.

***Change of Member Control*** - with respect to any Member or the direct or indirect Parent of any Member, any event (such as a Disposition of voting securities) that causes such Member or Parent to cease to be Controlled by the entity that was such Member's or Parent's Parent as of the date that the relevant Member became a Member.

***Claim*** - any and all judgments, claims, causes of action, demands, lawsuits, suits, proceedings, Governmental investigations or audits, losses, assessments, fines, penalties, administrative orders, obligations, costs, expenses, liabilities and damages (whether actual, consequential or punitive), including interest, penalties, reasonable attorney's fees, disbursements and costs of investigations, deficiencies, levies, duties and imposts.

***Code*** - the Internal Revenue Code of 1986, as amended.

***Company*** - WCP (Generation) Holdings LLC, a Delaware limited liability company.

***Company Minimum Gain*** - the aggregate amount of gain (of whatever character), determined for each Nonrecourse Liability of the Company, that would be realized by the Company if it disposed of the Company property subject to such liability in a taxable transaction in full satisfaction thereof (and for no other consideration) and by aggregating the amounts so computed, determined in accordance with Regulation sections 1.704-2(b)(2), (d) and (k).

***Complete Control*** - the possession, directly or indirectly, through one or more intermediaries, of both of the following:

(a) (i) in the case of a corporation, all of the outstanding voting securities thereof; (ii) in the case of a limited liability company, partnership, limited partnership or venture, the right to all of the distributions therefrom (including liquidating distributions); (iii) in the case of a trust or estate, including a business trust, all of the beneficial interest therein; and (iv) in the case of any other entity, all of the economic or beneficial interest therein; and

(b) in the case of any entity, the power and authority to completely control the management of the entity.

***Confidential Information*** - information and data (including all copies thereof) that is furnished or submitted by any of the Members or their Affiliates, whether oral (and if oral, reduced to writing and marked "confidential" within 10 Days of disclosure), written, or electronic, on a confidential basis to the other Members or their Affiliates in connection with the Company, and any and all of the activities and studies relating to the economics or performance of the Projects and/or the Company performed pursuant to this Agreement, and the resulting information and data obtained from those studies. Notwithstanding the foregoing, the term "Confidential Information" shall not include any information that:

(a) is in the public domain at the time of its disclosure or thereafter (other than as a result of a disclosure directly or indirectly by a Member or its Affiliates in contravention of a Project LLC Agreement or this Agreement);

(b) as to any Member, was in the possession of such Member or its Affiliates prior to the execution of any of the Project LLC Agreements or this Agreement; or

(c) is engineering information (for example, heat balance and capital cost information) that has been independently acquired or developed by a Member or its Affiliates without violating any of the obligations of such Member or its Affiliates under the Project LLC Agreements or this Agreement.

***Control*** - the possession, directly or indirectly, through one or more intermediaries, of either of the following:

(a) (i) in the case of a corporation, 50% or more of the outstanding voting securities thereof; (ii) in the case of a limited liability company, partnership, limited partnership or venture, the right to 50% or more of the distributions therefrom (including liquidating distributions); (iii) in the case of a trust or estate, including a business trust, 50% or more of the beneficial interest therein; and (iv) in the case of any other entity, 50% or more of the economic or beneficial interest therein; or

(b) in the case of any entity, the power or authority, through ownership of voting securities, by contract or otherwise, to exercise a controlling influence over the management of the entity.

***Controlling Interest*** - a Membership Interest that gives the Member holding it Control of the entity in question.

***Day*** - a calendar day; provided, however, that, if any period of Days referred to in this Agreement shall end on a Day that is not a Business Day, then the expiration of such period shall be automatically extended until the end of the first succeeding Business Day.

***Default*** - the failure of a Member to comply in any material respect with any of its material agreements, covenants or obligations under this Agreement; or the failure of any representation or warranty made by a Member in this Agreement to have been true and correct in all material respects at the time it was made.

***Default Rate*** - a rate of interest per annum equal to the lesser of (a) the prime rate as published in *The Wall Street Journal* in effect on the date the Default Rate commences in accordance with Section 4.02(a)(i) or Section 4.02(a)(ii)(C), as applicable, *plus* (ii) 3% per annum, or (b) the maximum rate permitted by Law.

***Deferred Amount*** - Section 9.03(c).

***Delaware Certificate*** - Section 2.01.

***Depreciation*** - for each Fiscal Year or part thereof, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable for federal

income tax purposes with respect to an asset for such Fiscal Year or part thereof, except that if the Book Value of an asset differs from its adjusted basis for federal income tax purposes, the depreciation, amortization or other cost recovery deduction for such Fiscal Year or part thereof shall be an amount which bears the same ratio to such Book Value as the federal income tax depreciation, amortization or other cost recovery deduction for such Fiscal Year or part thereof bears to such adjusted tax basis. If such asset has a zero adjusted tax basis, the depreciation, amortization or other cost recovery deduction for each Fiscal Year shall be determined under a method reasonably selected by the Executive Committee.

***Dispose, Disposing*** or ***Disposition*** - with respect to any asset (including a Membership Interest or any portion thereof), a sale, assignment, transfer, conveyance, gift, exchange or other disposition of such asset, whether such disposition be voluntary, involuntary or by operation of Law, including the following: (a) in the case of an asset owned by a natural person, a transfer of such asset upon the death of its owner, whether by will, intestate succession or otherwise; (b) in the case of an asset owned by an entity, (i) a merger or consolidation of such entity (other than where such entity is the survivor thereof), (ii) a conversion of such entity into another type of entity, or (iii) a distribution of such asset, including in connection with the dissolution, liquidation, winding-up or termination of such entity (unless, in the case of dissolution, such entity's business is continued without the commencement of liquidation or winding-up); and (c) a disposition in connection with, or in lieu of, a foreclosure of an Encumbrance; but such terms shall not include the creation of an Encumbrance.

***Dispute*** - Section 10.01.

***Dispute Notice*** - Section 10.02.

***Disputing Member*** - Section 10.01.

***Dissolution Event*** - Section 11.01(a).

***DPC*** - Recital 1.

***DPC Contributed Shares*** - one hundred percent of DPC's interest in West Coast Power.

***Effective Date*** - introductory paragraph.

***Encumber, Encumbering,*** or ***Encumbrance*** - the creation of a security interest, lien, pledge, mortgage or other encumbrance, whether such encumbrance be voluntary, involuntary or by operation of Law.

***Executive Committee*** - Section 6.02.

***Fair Market Value*** - Section 9.03.

***Fiscal Year*** - the year on which the financial statements of the Company shall be based, which shall be a fiscal year ending December 31.

***Governmental Authority*** (or ***Governmental***) - a federal, state, local or foreign governmental authority; a state, province, commonwealth, territory or district thereof; a county or parish; a city, town, township, village or other municipality; a district, ward or other subdivision of any of the foregoing; any executive, legislative or other governing body of any of the foregoing; any agency, authority, board, department, system, service, office, commission, committee, council or other administrative body of any of the foregoing; any court or other judicial body; and any officer, official or other representative of any of the foregoing.

***including*** - including, without limitation.

***Initial Member*** - NRG or DPC, as applicable.

***Initial Project Companies*** - Recital 1.

***ISO*** - the California Independent System Operator, a California non-profit corporation.

***Law*** - any applicable constitutional provision, statute, act, code (including the Code), law, regulation, rule, ordinance, order, decree, ruling, proclamation, resolution, judgment, decision, declaration, or interpretative or advisory opinion or letter of a Governmental Authority having valid jurisdiction.

***Lending Member*** - Section 4.02(a)(ii).

***Member*** - any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but such term does not include any Person who has ceased to be a member in the Company.

***Member Nonrecourse Debt*** - has the meaning provided in Regulation section 1.704-2(b)(4).

***Member Nonrecourse Debt Minimum Gain*** - the aggregate amount of gain (of whatever character), determined for each Member Nonrecourse Debt, that would be realized by the Company if it disposed of the Company property subject to such Member Nonrecourse Debt in a taxable transaction in full satisfaction thereof (and for no other consideration) determined in accordance with the provisions of Regulation section 1.704-2(i)(3) and (5) for determining a Member's share of minimum gain attributable to a Member Nonrecourse Debt.

***Member Nonrecourse Deductions*** - the excess, if any, of (i) the net increase, if any, in the amount of Member Nonrecourse Debt Minimum Gain during any Fiscal Year over (ii) the aggregate amount of any distributions during such Fiscal Year of proceeds of a Member Nonrecourse Debt that are allocable to an increase in Member Nonrecourse Debt Minimum Gain, determined after application of Regulation section 1.704-2(c) and 1.704-2(i)(l) and (2).

***Membership Interest*** - with respect to any Member, (a) that Member's status as a Member; (b) that Member's share of the income, gain, loss, deduction and credits of, and the right to receive distributions from, the Company; (c) all other rights, benefits and privileges enjoyed by that Member (under the Act, this Agreement, or otherwise) in its capacity as a Member, including that Member's rights to vote, consent and approve and otherwise to participate in the management of the Company, including through the Executive Committee; and (d) all obligations, duties and liabilities imposed on that Member (under the Act, this Agreement or otherwise) in its capacity as a Member, including any obligations to make Capital Contributions.

***Non-Contributing Member*** - Section 4.02(a).

***Nonrecourse Liability*** - any liability (or portion thereof) for which no Member or a related person (as defined in Regulation section 1.752-4(b)) bears the economic risk of loss for that liability under Regulation section 1.752-2.

***NRG*** - Recital 1.

***NRG Contributed Shares*** - one hundred percent of NRG's interest in West Coast Power.

***Offer*** - Section 3.03(c)(i).

***Offeror*** - Section 3.03(c)(i).

***Officer*** - any Person designated as an officer of the Company as provided in Section 6.02(j), but such term does not include any Person who has ceased to be an officer of the Company.

***Outside Activities*** - Section 6.05(c).

***Parent*** - the Person that Controls a Member and that is not itself Controlled by any other Person.

***Permits*** - all permits, licenses, approvals or other actions of Governmental Authorities that are required for the ownership and operation of the Projects, as contemplated by this Agreement.

***Person*** - the meaning assigned that term in Section 18-101(11) of the Act and also includes a Governmental Authority and any other entity.

***Profits and Losses*** - for each Fiscal Year or part thereof, the taxable income or loss of the Company for such Fiscal Year determined in accordance with Code section 703 (a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(a) any income of the Company that is exempt from federal income tax shall be added to such taxable income or loss;

(b) any expenditures of the Company described in Code section 705(a)(2)(B) or treated as such pursuant to Regulation section 1.704-1 (b)(2)(iv)(i) shall be subtracted from such taxable income or loss;

(c) any Depreciation for such Fiscal Year or part there of shall be taken into account in lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss;

(d) gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed with reference to the Book Value of the property disposed of, rather than the adjusted tax basis of such property; and

(e) in the event the Book Value of any Company asset is adjusted pursuant to section (ii) or (iii) of the definition of Book Value hereof, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such assets for purposes of computing Profits and Losses.

***Projects*** - the independent power projects owned by the Project Companies.

***Project Agreements*** - each of the "Project Agreements" as such term is defined separately in each of the Project LLC Agreements and such additional agreements as West Coast Power or the Project Companies may enter into in connection with the acquisition, operation or ownership of the Projects.

***Project Companies*** - the Initial Project Companies and the Additional Project Companies, if any.

***Project LLC Agreements*** - the limited liability company agreements of each of the Project Companies.

***Purchase Price*** - Section 9.03.

***Representative*** - Section 6.02(a)(i).

***Securities Act*** - the Securities Act of 1933, as amended.

***Sharing Ratio*** - subject in each case to adjustments in accordance with this Agreement or in connection with Dispositions of Membership Interests, (a) in the case of a Member executing this Agreement as of the date of this Agreement or a Person acquiring such Member's Membership Interest, the percentage specified for that Member as its Sharing Ratio on the attached Exhibit A, and (b) in the case of a Membership Interest issued pursuant to Section 3.04, the Sharing Ratio established pursuant thereto, as specified on Exhibit A; provided, however, that the total of all Sharing Ratios shall always equal 100%.

***Sole Discretion*** - a Member's sole and absolute discretion, with or without cause, and subject to whatever limitations or qualifications the Member may impose.

***Tax Matters Member*** - Section 7.03(a).

***Term*** - Section 2.06.

***Terminated Member*** - Section 9.05.

***Transferred Interest*** - Section 3.03(c)(i).

***Treasury Regulations*** - the regulations (including temporary regulations) promulgated by the United States Department of the Treasury pursuant to and in respect of provisions of the Code. All references herein to sections of the Treasury Regulations shall include any corresponding provision or provisions of succeeding, similar or substitute, temporary or final Treasury Regulations.

***West Coast Power*** - West Coast Power LLC, a Delaware limited liability company.

***Wholly-Owned Affiliate*** - with respect to any Person, (a) each entity that such Person Completely Controls; (b) each Person that Completely Controls such Person, including, in the case of a Member, such Member's Parent; and (c) each entity that is under common Complete Control with such Person, including, in the case of a Member, each entity that is Completely Controlled by such Member's Parent.



Other terms defined herein have the meanings so given them.

1.02 ***Construction***. Unless the context requires otherwise: (a) the gender (or lack of gender) of all words used in this Agreement includes the masculine, feminine, and neuter; (b) references to Articles and Sections refer to Articles and Sections of this Agreement; (c) references to Exhibits refer to the Exhibits attached to this Agreement, each of which is made a part hereof for all purposes and each of which shall be revised from time to time as required by the terms of this Agreement; (d) references to Laws refer to such Laws as they may be amended from time to time, and references to particular provisions of a Law include any corresponding provisions of any succeeding Law; and (e) references to money refer to legal currency of the United States of America.

## ARTICLE 2
## ORGANIZATION

2.01 ***Formation***. The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation, dated as of June 17, 1999 (the "*Delaware Certificate*"), with the Secretary of State of Delaware pursuant to the Act.

2.02 ***Name***. The name of the Company is "WCP (Generation) Holdings LLC" and all Company business must be conducted in that name or such other name that complies with Law as the Executive Committee may select.

2.03 ***Registered Office; Registered Agent; Principal Office in the United States; Other Offices***. The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Delaware Certificate or such other office (which need not be a place of business of the Company) as the Executive Committee may designate in the manner provided by Law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Delaware Certificate or such other Person or Persons as the Executive Committee may designate in the manner provided by Law. The principal office of the Company in the United States shall be at such place as the Executive Committee may designate, which need not be in the State of Delaware, and the Company shall maintain records there or such other place as the Executive Committee shall designate and shall keep the street address of such principal office at the registered office of the Company in the State of Delaware. The Company may have such other offices as the Executive Committee may designate.

2.04 ***Business of the Company***. Subject to the limitations on the activities of the Company otherwise specified in this Agreement, the sole business of the Company shall be to acquire, own, hold and manage one hundred percent of the membership interests in West Coast Power LLC, a Delaware limited liability company, as defined in and subject to the terms of the Limited Liability

Company Agreement of West Coast Power LLC. The Company shall possess and may exercise all the powers and privileges granted by the Act or by any other law or by this Agreement, together with any incidental powers and privileges necessary or convenient to the conduct, promotion or attainment of the business, purposes or activities of the Company.

2.05 ***Foreign Qualification***. Prior to the Company's conducting business in any jurisdiction other than Delaware, the Executive Committee shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Executive Committee, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction. At the request of the Executive Committee, each Member shall execute, acknowledge, swear to and deliver all certificates and other instruments conforming with this Agreement that are necessary or appropriate to qualify, continue or terminate the Company as a foreign limited liability company in all such jurisdictions in which the Company may conduct business.

2.06 ***Term***. The period of existence of the Company (the "*Term*") commenced on the Effective Date and shall end at such time as a certificate of cancellation is filed with the Secretary of State of Delaware in accordance with Section 11.04.

2.07 ***No State-Law Partnership***. The Members intend that the Company not be a partnership (including a limited partnership) or joint venture, and that no Member be a partner or joint venturer of the other Member, for any purposes other than federal and state tax purposes, and this Agreement may not be construed to suggest otherwise.

## ARTICLE 3
## MEMBERSHIP; DISPOSITIONS OF INTERESTS

3.01 ***Initial Members; Membership Certificates***.

(a) The Initial Members are executing this Agreement as of the date of this Agreement as Members, each of which is admitted to the Company as a Member effective contemporaneously with the execution by such Person of this Agreement.

(b) Membership certificates of the Company shall be in such form as shall be approved by the Members and shall be signed in the name of the Company by an officer of the Company. Any or all of the signatures on a certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, the certificate may be issued by the Company with the same effect as if he or she were such officer, transfer agent or registrar at the date of issue.

(c) Transfers of Membership Interests pursuant to Section 3.03 hereof shall be made only upon the books of the Company by the holder of the Membership Interest in person or by its duly authorized attorney, and on the surrender of the certificate or certificates for the same fractional Membership Interest, properly endorsed. The Executive Committee, acting by a vote of three or more of its members, shall have the power to make all such rules and regulations , not inconsistent with this Agreement, as they may deem necessary or appropriate concerning the issue, transfer and registration of membership certificates of the Company. The Members may appoint one or more transfer agents or registrars of transfers, or both, and may require all membership certificates to bear the signature of either or both.

(d) The Company may issue a new membership certificate in place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Company may require the owner of the lost, stolen or destroyed certificate, or his or her legal representative, to give the Company a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of any such new certificate. The Members may require such owner to satisfy other reasonable requirements as it deems appropriate under the circumstances.

3.02 ***Representations, Warranties and Covenants.***

(a) Each Member hereby represents, warrants and covenants to the Company and the other Members that the following statements are true and correct as of the date such Person becomes a party to this Agreement and shall be true and correct at all times that such Member is a Member:

(i) that Member is duly incorporated, organized or formed (as applicable), validly existing, and (if applicable) in good standing under the Law of the jurisdiction of its incorporation, organization or formation; if required by applicable Law, that Member is duly qualified and in good standing in the jurisdiction of its principal place of business, if different from its jurisdiction of incorporation, organization or formation; and that Member has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and all necessary actions by the board of directors, shareholders, managers, members, partners, trustees, beneficiaries, or other applicable Persons necessary for the due authorization, execution, delivery, and performance of this Agreement by that Member have been duly taken;

(ii) that Member has duly executed and delivered this Agreement and the other documents contemplated herein, and they constitute the legal, valid and binding obligation of that Member enforceable against it in accordance with their terms (except as may be limited by bankruptcy, insolvency or similar Laws of

general application and by the effect of general principles of equity, regardless of whether considered at law or in equity); and

(iii) that Member's authorization, execution, delivery, and performance of this Agreement does not and will not (x) conflict with, or result in a breach, default or violation of, (A) the organizational documents of such Member, (B) any contract or agreement to which that Member is a party or is otherwise subject, or (C) any Law, order, judgment, decree, writ, injunction or arbitral award to which that Member is subject; or (y) require any consent, approval or authorization from, filing or registration with, or notice to, any Governmental Authority or other Person, unless such requirement has already been satisfied.

(b) NRG hereby represents, warrants and covenants to the Company and to the other Members that, at the time of contribution of the NRG Contributed Shares to the Company in accordance with Section 4.01 of this Agreement, (i) such shares represent 50% of the outstanding equity interests of West Coast Power being contributed thereby, (ii) West Coast Power is a limited liability company duly formed, validly existing, and in good standing under the Law of the State of Delaware, and (iii) all of such NRG Contributed Shares have been legally and validly authorized and issued, are fully paid and nonassessable and are owned free and clear of any and all Encumbrances.

(c) DPC hereby represents, warrants and covenants to the Company and to the other Members that, at the time of contribution of the DPC Contributed Shares to the Company in accordance with Section 4.01 of this Agreement, (i) such shares represent 50% of the outstanding equity interests of West Coast Power being contributed thereby, (ii) West Coast Power is a limited liability company duly formed, validly existing, and in good standing under the Law of the State of Delaware, and (iii) all of such DPC Contributed Shares have been legally and validly authorized and issued, are fully paid and nonassessable and are owned free and clear of any and all Encumbrances.

(d) Each Member hereby represents, warrants and covenants to the Company and to the other Members that, at the time of contribution of assets to the Company in accordance with Section 4.01 of this Agreement (other than the DPC Contributed Shares and NRG Contributed Shares, which are the subject of the preceding clauses (b) and (c)), such assets are owned free and clear of any and all Encumbrances other than Encumbrances expressly approved by the Executive Committee.

3.03 ***Dispositions and Encumbrances of Membership Interests and Member Equity.***

(a) ***General Restriction***. A Member may not Dispose of or Encumber all or any portion of its Membership Interest except in strict accordance with this Section 3.03. (References in this Section 3.03 to Dispositions or Encumbrances of a "Membership Interest" shall also refer to Dispositions or Encumbrances of a portion of a Membership Interest.) Any attempted Disposition or Encumbrance of a Membership Interest, other than in strict accordance with this Section 3.03, shall be, and is hereby declared, null and

void *ab initio*. The Members agree that a breach of the provisions of this Section 3.03 may cause irreparable injury to the Company and to the other Members for which monetary damages (or other remedy at law) are inadequate in view of (i) the complexities and uncertainties in measuring the actual damages that would be sustained by reason of the failure of a Member to comply with such provisions and (ii) the uniqueness of the Company business and the relationship among the Members. Accordingly, the Members agree that the provisions of this Section 3.03 may be enforced by specific performance.

(b) ***Dispositions of Membership Interests***.

(i) ***General Restriction***. A Member may not Dispose of its Membership Interest except by complying with all of the following requirements:

(A) in the event a Member seeks to Dispose of a Controlling Interest in the Company in one or more separate or related transactions, such Member must receive the consent of the Initial Members that are the non-Disposing Members, which consent may be granted or withheld by the non-Disposing Members in their Sole Discretion; provided, however, that such consent need not be obtained if (I) the proposed Assignee is a Wholly-Owned Affiliate of the Disposing Member and (II) such proposed Assignee demonstrates to the reasonable satisfaction of the non-Disposing Members that it has the ability to meet the financial and contractual commitments and other obligations of the Disposing Member; and

(B) in the event a Member seeks to Dispose of any Interest that is less than a Controlling Interest in the Company in one or more separate or related transactions, such Member must receive the consent of the Initial Members that are the non-Disposing Members, which consent shall not be unreasonably withheld; provided, however, that such consent need not be obtained if (I) the proposed Assignee is a Wholly-Owned Affiliate of the Disposing Member and (II) such proposed Assignee demonstrates to the reasonable satisfaction of the non-Disposing Member that it has the ability to meet the financial and contractual commitments and other obligations of the Disposing Member; and

(C) if the applicable consent required by the preceding clause (A) or (B), as the case may be, has been obtained, such Member must comply with the requirements of Section 3.03(b)(iii) and, if the Assignee is to be admitted as a Member, Section 3.03(b)(ii).

(ii) ***Admission of Assignee as a Member***. An Assignee has the right to be admitted to the Company as a Member, with the Membership Interest (and attendant Sharing Ratio) so transferred to such Assignee, only if (A) the Disposing Member making the Disposition has granted the Assignee either (I) the Disposing Member's entire Membership Interest or (II) the express right to be so

admitted; and (B) such Disposition is effected in strict compliance with this Section 3.03.

(iii) ***Requirements Applicable to All Dispositions and Admissions***. In addition to the requirements set forth in Sections 3.03(b)(i) and 3.03(b)(ii), any Disposition of a Membership Interest and any admission of an Assignee as a Member shall also be subject to the following requirements, and such Disposition (and admission, if applicable) shall not be effective unless such requirements are complied with; provided, however, that the Executive Committee, in its sole and absolute discretion, may waive any of the following requirements:

(A) ***Disposition Documents***. The following documents must be delivered to the Executive Committee and must be satisfactory, in form and substance, to the Executive Committee:

(I) ***Disposition Instrument***. A copy of the instrument pursuant to which the Disposition is effected.

(II) ***Ratification of this Agreement.*** An instrument, executed by the Disposing Member and its Assignee, containing the following information and agreements, to the extent they are not contained in the instrument described in Section 3.03(b)(iii)(A)(I): (1) the notice address of the Assignee; (2) if applicable, the Parent of the Assignee; (3) the Sharing Ratios after the Disposition of the Disposing Member and its Assignee (which together must total the Sharing Ratio of the Disposing Member before the Disposition); (4) the Assignee's ratification of this Agreement and agreement to be bound by it, and its confirmation that the representations and warranties in Section 3.02(a) are true and correct with respect to it; (5) the Assignee's acknowledgement of the Project Agreements; and (6) representations and warranties by the Disposing Member and its Assignee (aa) that the Disposition and admission is being made in accordance with all applicable Laws, and (bb) that the matters set forth in Sections 3.03(b)(iii)(A)(III) and (IV) are true and correct.

(III) ***Securities Law Opinion***. Unless the Membership Interest subject to the Disposition is registered under the Securities Act and any applicable state securities Law, or the proposed Assignee is a Wholly-Owned Affiliate as described in 3.03(b)(i)(A) above, a favorable opinion of the Company's legal counsel, or of other legal counsel acceptable to the Executive Committee, to the effect that the Disposition and admission is being made pursuant to a valid exemption from registration under those Laws and in accordance with those Laws.

*(IV)* ***Tax Opinion***. Unless waived by the Executive Committee, a favorable opinion of the Certified Public Accountants, or of other certified public accountants acceptable to the Executive Committee, to the effect that the Disposition will not result in the Company's being considered to have terminated within the meaning of Code Section 708.

*(V)* ***Amended LLC Agreement***. An amended Agreement governing the rights and obligations of the Members, and making such changes to this Agreement as are made necessary by the Disposition (e.g., the provisions pertaining to management of the LLC may be revised due to a Member having a non-Controlling interest in the Company).

(B) ***Payment of Expenses***. The Disposing Member and its Assignee shall pay, or reimburse the Company for, all reasonable costs and expenses incurred by the Company in connection with the Disposition and admission, including the legal fees incurred in connection with the legal opinions referred to in Sections 3.03(b)(iii)(A)(III) and (IV), on or before the tenth Day after the receipt by that Person of the Company's invoice for the amount due.

(C) ***No Release***. No Disposition of a Membership Interest shall effect a release of the Disposing Member from any liabilities to the Company or the other Members arising from events occurring prior to the Disposition.

(c) ***Disposition Resulting from a Change of Member Control***. The requirements of this Section 3.03 shall have no application to an effective Disposition of Control over Membership Interests that may result from a Change of Member Control. No Member shall have any rights to consent to or approve any Change of Member Control.

(d) ***Encumbrances of Membership Interest and Member Equity***. A Member may not Encumber its Membership Interest, or permit an Encumbrance against the equity interests in such Member (other than interests in such Member's Parent), without the consent of the non-Encumbering Members, which may be granted or withheld in their Sole Discretion. If such consent is granted, a Member may Encumber its Membership Interest (or suffer an Encumbrance against the equity interests in such Member), only if the instrument creating such Encumbrance provides that any foreclosure of such Encumbrance (or Disposition in lieu of such foreclosure) must comply with the requirements of Section 3.03(b), unless waived by the other Members. Notwithstanding the foregoing, the restrictions set forth in this clause (e) shall not apply in the event the Members Encumber their Membership Interests in connection with Company financings approved by the Executive Committee.

3.04 ***Creation of Additional Membership Interest.*** Additional Membership Interests may be created and issued to existing Members or to other Persons, and such other Persons may be admitted to the Company as Members, with the unanimous consent of the existing Members, on such terms and conditions as the existing Members may unanimously determine at the time of admission. The terms of admission or issuance must specify the Sharing Ratios applicable thereto and may provide for the creation of different classes or groups of Members having different rights, powers, and duties. The Executive Committee may reflect the creation of any new class or group in an amendment to this Agreement indicating the different rights, powers, and duties. Any such admission is effective only after the new Member has executed and delivered to the Members an instrument containing the notice address of the new Member, the Assignee's ratification of this Agreement and agreement to be bound by it, and its confirmation that the representations and warranties in Section 3.02(a) are true and correct with respect to it. The provisions of this Section 3.04 shall not apply to Dispositions of Membership Interests or admissions of Assignees in connection therewith, such matters being governed by Section 3.03.

3.05 ***Access to Information.*** Each Member shall be entitled to receive any information that it may reasonably request concerning the Company; provided, however, that this Section 3.05 shall not obligate the Company or the Executive Committee to create any information that does not already exist at the time of such request (other than to convert existing information from one medium to another, such as providing a printout of information that is stored in a computer database). Each Member shall also have the right, upon reasonable notice, and at all reasonable times during usual business hours to inspect the properties of the Company and to audit, examine and make copies of the books of account and other records of the Company. Such right may be exercised through any agent or employee of such Member designated in writing by it or by an independent public accountant, engineer, attorney or other consultant so designated. The Member making the request shall bear all costs and expenses incurred in any inspection, examination or audit made on such Member's behalf. Moreover, the Member making the request shall indemnify the Company and the other Members for any and all Claims arising out of or related to any activities of the requesting Member's agent, employee, independent public accountant, engineer, attorney or other consultant while present at and traveling to and from the Projects. Confidential Information obtained pursuant to this Section 3.05 shall be subject to the provisions of Section 3.06.

3.06 ***Confidential Information.*** (a) Except as permitted by Section 3.06(b), (i) each Member shall keep confidential all Confidential Information and shall not disclose any Confidential Information to any Person, including any of its Affiliates, and (ii) each Member shall use the Confidential Information only in connection with the business of the Company.

(b) Notwithstanding Section 3.06(a), but subject to the other provisions of this Section 3.06, a Member may make the following disclosures and uses of Confidential Information:

(i) disclosures to the other Members in connection with the Company;

(ii) disclosures and uses that are approved by the Executive Committee;

(iii) disclosures to a Wholly-Owned Affiliate of such Member, if such Wholly-Owned Affiliate has agreed to abide by the terms of this Section 3.06;

(iv) disclosures to a Person that is not a Member or an Affiliate of a Member, if such Person has been retained to provide services by the Member in connection with the Company or such Member's Membership Interest and has agreed to abide by the terms of this Section 3.06;

(v) disclosures to lenders, potential lenders or other Persons providing financing for the Projects or to potential equity purchasers, in each case if such Persons have agreed to abide by the terms of this Section 3.06;

(vi) disclosures to Governmental Authorities that are necessary to operate the Projects consistent with the Project Agreements and applicable Law;

(vii) disclosures that a Member is legally compelled to make by deposition, interrogatory, request for documents, subpoena, civil investigative demand, order of a court of competent jurisdiction, or similar process, or otherwise by Law or securities exchange requirements; provided, however, that prior to any such disclosure, such Member shall, to the extent legally permissible:

(A) provide the Executive Committee with prompt notice of such requirements so that the other Members may seek a protective order or other appropriate remedy or waive compliance with the terms of Section 3.06(a);

(B) consult with the Executive Committee on the advisability of taking steps to resist or narrow such disclosure; and

(C) cooperate with the Executive Committee and with the other Members in any attempt any of them may make to obtain a protective order or other appropriate remedy or assurance that confidential treatment will be afforded the Confidential Information; and in the event such protective order or other remedy is not obtained, or the other Members waive compliance with the provisions hereof, such Member agrees (I) to furnish only that portion of the Confidential Information that the other Members are advised by counsel to the disclosing Member is legally required and (II) to exercise all reasonable efforts to obtain

assurance that confidential treatment will be accorded such Confidential Information.

(c) Each Member shall take such precautionary measures as may be required to ensure (and such Member shall be responsible for) compliance with this Section 3.06 by any of its Affiliates, and its and their directors, officers, employees and agents, and other Persons to which it may disclose Confidential Information in accordance with this Section 3.06.

(d) A Terminated Member shall promptly destroy (and provide a certificate of destruction to the Company with respect to) or return to the Company, as directed by the Executive Committee, all Confidential Information in its possession. Notwithstanding the immediately preceding sentence, a Terminated Member may, subject to the other provisions of this Section 3.06, retain and use Confidential Information for the limited purpose of preparing such Terminated Member's tax returns and defending audits, investigations and proceedings relating thereto.

(e) The Members agree that no adequate remedy at law exists for a breach or threatened breach of any of the provisions of this Section 3.06, the continuation of which unremedied breach will cause the Company and the other Members to suffer irreparable harm. Accordingly, the Members agree that the Company and the other Members shall be entitled, in addition to other remedies that may be available to them, to immediate injunctive relief from any breach of any of the provisions of this Section 3.06 and to specific performance of their rights hereunder, as well as to any other remedies available at law or in equity.

(f) The obligations of the Members under this Section 3.06 shall terminate on the third anniversary of the end of the Term.

3.07 ***Liability to Third Parties***. No Member shall be liable for the debts, obligations or liabilities of the Company, unless such liability is expressly agreed to in writing by such Member.

3.08 ***Withdrawal***. A Member may not withdraw or resign from the Company.

**ARTICLE 4**
**CAPITAL CONTRIBUTIONS**

4.01 ***Capital Contributions***. Without creating any rights in favor of any third party, the Initial Members shall contribute to the Company on the Effective Date their respective DPC Contributed Shares and NRG Contributed Shares, and thereafter, on or before the date specified as hereinafter described, each Member shall contribute its Sharing Ratio of monies and other assets that, in either case, in the judgment of the Executive Committee are necessary to enable the Company and its subsidiaries to pursue



the business purposes specified in Section 2.04. The Executive Committee shall notify each Member of the need for Capital Contributions pursuant to this Section 4.01 when appropriate, which notice must include a statement in reasonable detail of the proposed uses of the Capital Contributions and a date (which date may be no earlier than the fifth Business Day following each Member's receipt of its notice) before which the Capital Contributions must be made. Notices for Capital Contributions must be made to all Members in accordance with their Sharing Ratios.

4.02 ***Failure to Contribute.*** (a) If a Member does not contribute, within 10 Days of the date required, all or any portion of a Capital Contribution that such Member is required to make as provided in this Agreement, the other Members may cause the Company to exercise, on notice to that Member (the *"Non-Contributing Member"),* one or more of the following remedies:

(i) taking such action (including court proceedings) as the other Members may deem appropriate to obtain payment by the Non-Contributing Member of the portion of the Non-Contributing Member's Capital Contribution that is in default, together with interest thereon at the Default Rate from the date that the Capital Contribution was due until the date that it is made, all at the cost and expense of the Non-Contributing Member;

(ii) in the case of Capital Contributions other than DPC Contributed Shares or NRG Contributed Shares, permitting the other Members (the "*Lending Members*"), to advance the portion of the Non-Contributing Member's Capital Contribution that is in default (in proportion to their respective ownership interests or as they may otherwise agree), with the following results:

(A) the sum advanced constitutes a loan from the Lending Members to the Non-Contributing Member and a Capital Contribution of that sum to the Company by the Non-Contributing Member pursuant to the applicable provisions of this Agreement,

(B) the principal balance of the loan and all accrued unpaid interest thereon is due and payable in whole on the tenth Day after written demand therefor by the Lending Members to the Non-Contributing Member,

(C) the amount lent bears interest at the Default Rate from the Day that the advance is deemed made until the date that the loan, together with all interest accrued on it, is repaid to the Lending Members,

(D) all distributions from the Company that otherwise would be made to the Non-Contributing Member (whether before or after dissolution of the Company) instead shall be paid to the Lending Members until the loan and all interest accrued on it have been paid in full to the

Lending Members (with payments being applied first to accrued and unpaid interest and then to principal),

(E) the payment of the loan and interest accrued on it is secured by a security interest in the Non-Contributing Member's Membership Interest, as more fully set forth in Section 4.02(b), and

(F) the Lending Members have the right, in addition to the other rights and remedies granted to them pursuant to this Agreement or available to them at Law or in equity, to take any action (including court proceedings) that the Lending Members may deem appropriate to obtain payment by the Non-Contributing Member of the loan and all accrued and unpaid interest on it, at the cost and expense of the Non-Contributing Member;

(iii) exercising the rights of a secured party under the Uniform Commercial Code of the State of Delaware, as more fully set forth in Section 4.02(b); or

(iv) exercising any other rights and remedies available at Law or in equity.

In addition, the failure to make such contributions shall constitute a Default by the Non-Contributing Member, and the other Members shall have the rights set forth in Article 9 with respect to such Default.

(b) Each Member grants to the Company, and to each Lending Member with respect to any loans made by a Lending Member to that Member as a Non-Contributing Member pursuant to Section 4.02(a)(ii), as security, equally and ratably, for the payment of all Capital Contributions that Member has agreed to make and the payment of all loans and interest accrued on them made by Lending Members to that Member as a Non-Contributing Member pursuant to Section 4.02(a)(ii), a security interest in and a general lien on its Membership Interests and the proceeds thereof, all under the Uniform Commercial Code of the State of Delaware. On any default in the payment of a Capital Contribution or in the payment of such a loan or interest accrued on it, the Company or the Lending Members, as applicable, are entitled to all the rights and remedies of a secured party under the Uniform Commercial Code of the State of Delaware with respect to the security interest granted in this Section 4.02(b). Each Member shall execute and deliver to the Company and the other Members all financing statements and other instruments that the Lending Members may request to effectuate and carry out the preceding provisions of this Section 4.02(b). At the option of a Lending Member, this Agreement or a carbon, photographic, or other copy hereof may serve as a financing statement.

4.03 ***Loans***. If the Company does not have sufficient cash to pay its obligations, any Members that may agree to do so with the consent of the Executive

Committee may advance all or part of the needed funds to or on behalf of the Company. An advance described in this Section 4.03 constitutes a loan from the Member to the Company, bears interest at a rate determined by the Executive Committee from the date of the advance until the date of payment, and is not a Capital Contribution.

4.04 ***Return of Contributions***. Except as expressly provided herein, a Member is not entitled to the return of any part of its Capital Contributions or to be paid interest in respect of either its Capital Account or its Capital Contributions. An unrepaid Capital Contribution is not a liability of the Company or of any Member. A Member is not required to contribute or to lend any cash or property to the Company to enable the Company to return any Member's Capital Contributions.

4.05 ***Capital Accounts***. A Capital Account shall be established and maintained for each Member. Each Member's Capital Account shall be increased by (a) the amount of money contributed by that Member to the Company, (b) the fair market value of property contributed by that Member to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under Section 752 of the Code), and (c) allocations to that Member of Company income and gain (or items thereof), including income and gain exempt from tax and income and gain described in Treasury Regulation Section 1.704-l(b)(2)(iv)(g), but excluding income and gain described in Treasury Regulation Section 1.704-l(b)(4)(i), and shall be decreased by (d) the amount of money distributed to that Member by the Company, (e) the fair market value of property distributed to that Member by the Company (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under Section 752 of the Code), (f) allocations to that Member of expenditures of the Company described (or treated as described) in Section 705(a)(2)(B) of the Code, and (g) allocations of Company loss and deduction (or items thereof), including loss and deduction described in Treasury Regulation Section 1.704-1 (b)(2)(iv)(g), but excluding items described in (f) above and loss or deduction described in Treasury Regulation Section 1.704-l(b)(4)(i) or 1.704-l(b)(4)(iii). The Members' Capital Accounts shall also be maintained and adjusted as permitted by the provisions of Treasury Regulation Section 1.704-l(b)(2)(iv)(f) and as required by the other provisions of Treasury Regulation Sections 1.704-l(b)(2)(iv) and 1.704-l(b)(4), including adjustments to reflect the allocations to the Members of depreciation, depletion, amortization, and gain or loss as computed for book purposes rather than the allocation of the corresponding items as computed for tax purposes, as required by Treasury Regulation Section 1.704-l(b)(2)(iv)(g). Thus, the Members' Capital Accounts shall be increased or decreased to reflect a revaluation of the Company's property on its books based on the fair market value of the Company's property on the date of adjustment immediately prior to (A) the contribution of money or other property to the Company by a new or existing Member as consideration for a Membership Interest or an increased Sharing Ratio, (B) the distribution of money or other property by the Company to a Member as consideration for a Membership Interest, or (C) the liquidation of the Company. A Member that has more than one Membership Interest shall have a single Capital Account that reflects all such Membership Interests, regardless of the class of Membership Interests owned by such Member and regardless of the time or manner in

which such Membership Interests were acquired. Upon the Disposition of all or a portion of a Membership Interest, the Capital Account of the Disposing Member that is attributable to such Membership Interest shall carry over to the Assignee in accordance with the provisions of Treasury Regulation Section 1.704-1 (b)(2)(iv)(l).

**ARTICLE 5**
**DISTRIBUTIONS AND ALLOCATIONS**

5.01 ***Distributions or Requests for Capital Contributions***. Distributions to the Members shall be made only to all simultaneously in proportion to their respective Sharing Ratios (at the time the amounts of such distributions are determined) and in such aggregate amounts and at such times as shall be determined by the Executive Committee.

5.02 ***Distributions on Dissolution and Winding Up***. Upon the dissolution and winding up of the Company, after adjusting the Capital Accounts for all distributions made under Section 5.01 and all allocations under Article 5, all available proceeds distributable to the Members as determined under Section 11.02 shall be distributed to the Members to the extent of the Members' positive Capital Account balances.

5.03 ***Capital Account Allocations***.

(a) ***In General***. This Section 5.03 sets forth the general rules for allocations of Profits, Losses and similar items to the Members' Capital Accounts. These provisions do not apply to the requirement that the Company maintain books and records for financial reporting purposes in accordance with Section 8.01.

(b) ***Profits and Losses***. After giving effect to the special allocations provided in Section 5.03(c), Profits and Losses shall be allocated among the Members in proportion to each Member's Sharing Ratio.

(c) ***Special Rules***. Notwithstanding the general allocation rules set forth in Section 5.03(b), the following special allocation rules shall apply under the circumstances described.

(i) ***Deficit Capital Account and Nonrecourse Debt Rules***.

(A) ***Limitation on Loss Allocations***. The Losses allocated to any Member pursuant to Section 5.03(b) with respect to any Fiscal Year shall not exceed the maximum amount of Losses that can be so allocated without causing such Member to have an Adjusted Capital Account Deficit at the end of such Fiscal Year. All Losses in excess of the limitation set forth in this Section 5.03(c)(i)(A) shall be allocated (1) first, to those Members who

will not be subject to this limitation, in the ratio that their Sharing Ratios bear to each other, and (2) second, any remaining amount to the Members in the manner required by the Code and the Regulations.

(B) ***Qualified Income Offset***. If in any Fiscal Year a Member unexpectedly receives an adjustment, allocation or distribution described in Regulation Section 1.704-l(b)(2)(ii)(d)(4), (5) or (6), and such adjustment, allocation or distribution causes or increases an Adjusted Capital Account Deficit for such Member, then, before any other allocations are made under this Agreement except for allocations under 5.03(c)(i)(C), (D) and (E) of this Agreement (which shall be made before any other allocations under this Agreement) or otherwise, such Member shall be allocated items of income and gain (consisting of a pro rata portion of each item of Company income, including gross income and gain) in an amount and manner sufficient to eliminate such Adjusted Capital Account Deficit as quickly as possible. This provision is intended to comply with the qualified income offset requirement of Regulation Section 1.704-1 (b)(2)(ii)(d)(3) and should be interpreted consistently therewith.

(C) ***Company Minimum Gain Chargeback***. If there is a net decrease in Company Minimum Gain during any Fiscal Year, except as provided in Regulation Section 1.704-2(f), each Member shall be allocated items of income and gain for such Fiscal Year (and, if necessary, for subsequent Fiscal Years) in proportion to, and to the extent of, such Member's share of the net decrease in Company Minimum Gain during such Fiscal Year determined in accordance with Regulation Section 1.704-2(g). This provision is intended to comply with the minimum gain chargeback requirement of Regulation Section 1.704-2(f) and shall be interpreted consistently therewith.

(D) ***Member Nonrecourse Debt Minimum Gain Chargeback***. If there is a net decrease in Member Nonrecourse Debt Minimum Gain during any Fiscal Year, then, except as provided in Regulation Section 1.704-2(i)(4), each Member who has a share of Member Nonrecourse Debt, determined in accordance with Regulation Section 1.704-2(i)(5), shall be allocated items of income and gain for such Fiscal Year (and, if necessary, for subsequent Fiscal Years) in proportion to, and to the extent of, such Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain during such Fiscal Year determined in accordance with Regulation Section 1.704-2(i)(4). This provision is intended to comply with the minimum gain chargeback requirement

of Regulation Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(E) ***Member Nonrecourse Deductions***. Member Nonrecourse Deductions shall be allocated among the Members in accordance with the ratio in which the Members share the economic risk of loss for the Member Nonrecourse Debt that gave rise to those deductions. This allocation is intended to comply with the requirements of Regulation Section 1.704-2(i) and shall be interpreted consistently therewith.

(F) ***Limited Effect and Interpretation***. The special rules set forth in Sections 5.03(c)(i)(A), (B), (C), (D) and (E) (the "Regulatory Allocations") shall be applied only to the extent required by applicable Regulations for the resulting allocations provided for in this Section 5.03, taking into account such Regulatory Allocations, to be respected for federal income tax purposes. The Regulatory Allocations are intended to comply with the requirements of Regulation Sections 1.704-l(b), 1.704-2 and 1.752-1 through 1.752-5 and shall be interpreted and applied consistently therewith.

(G) ***Change in Regulations***. If the Regulations incorporating the Regulatory Allocations are hereafter changed or if new Regulations are hereafter adopted, and such changed or new Regulations, in the opinion of independent tax counsel for the Company, make it necessary to revise the Regulatory Allocations or provide further special allocation rules in order to avoid a significant risk that a material portion of any allocation set forth in this Article V would not be respected for federal income tax purposes, the Members shall negotiate in good faith any amendments to this Agreement as, in the opinion of such counsel, are necessary or desirable, taking into account the interests of the Members as a whole and all other relevant factors, to avoid or reduce significantly such risk to the extent possible without materially changing the amounts allocable and distributable to any Member pursuant to this Agreement.

(ii) ***Curative Allocations***. The Regulatory Allocations may not be consistent with the manner in which the Members intend to divide the Company Profits, Losses and similar items. Accordingly, Profits, Losses and other items will be reallocated among the Members in a manner consistent with Regulations Section 1.704-l(b) and 1.704-2 so as to negate as rapidly as possible any deviation from the manner in which Company Profits, Losses and other items are intended to be allocated among the

Members pursuant to Section 5.03(b) that is caused by the Regulatory Allocations.

(iii) ***Change in Members' Interests***. If there is a change in any Member's share of the Profits, Losses or other items of the Company during any Fiscal Year, allocations among the Members shall be made in accordance with their interests in the Company from time to time during such Fiscal Year in accordance with Code Section 706, using the closing-of-the-books method, except that Depreciation shall be deemed to accrue ratably on a daily basis over the entire Fiscal Year during which the corresponding asset is owned by the Company.

5.04 ***Tax Allocations***.

(a) ***In General***. Except as set forth in Section 5.04(b), allocations for tax purposes of items of Profit, Loss and other items of gain, deduction, and credit therefore, shall be made in the same manner as allocations for book purposes set forth in Section 5.03(b). Allocations pursuant to this Section 5.04 are solely for purposes of federal, state and local income taxes and shall not affect or in any way be taken into account in computing any Member's Capital Account or share of Profits, Losses, other items or gain, deduction and distribution pursuant to any provision of this Agreement.

(b) ***Special Rules***.

(i) ***Elimination of Book/Tax Disparities***. In determining a Member's allocable share of Company taxable income, the Member's allocable share of each item of Profits and Losses shall be properly adjusted to reflect the difference between such Member's share of the adjusted tax basis and the Book Value of Company assets used in determining such item. For example, items of depreciation, amortization, and gain or loss with respect to any contributed property, or with respect to revalued property where Company property is revalued pursuant to Regulation Section 1.704-l(b)(2)(iv)(f), shall be allocated to the Members under the remedial method as provided in Regulation Section 1.704-3(b). This Section provision is intended to comply with the requirements of Code Section 704(c) and Regulation Sections 1.704-l(b)(2)(iv)(d)(3) and 1.704-3.

(ii) ***Allocation of Items Among Members***. Except as otherwise provided in Section 5.03(b)(i), each item of income, gain, loss and deduction and all other items governed by Code Section 702(a) shall be allocated among the Members in proportion to the allocation of Profits, Losses and other items to the Members hereunder, provided that any gain recognized from any disposition

of a Company asset that is treated as ordinary income because it is attributable to the recapture of any depreciation or amortization shall be allocated among the Members in the same ratio as the prior allocations of Profits, Losses or other items that included such depreciation or amortization, but not in excess of the gain otherwise allocable to each Member.

(iii) ***Tax Credits***. Any tax credits shall be allocated among the Members in accordance with Regulation Section 1.704-l(b)(4)(ii), unless the applicable Code provision shall otherwise require.

(iv) ***Redeterminations***. If for any taxable period of the Company, the Company is deemed to have a net increase (or decrease) in income for tax purposes as a result of a redetermination by a tax authority resulting from transactions between the Company and any Member or any affiliate of any Member the item or items of income or gain (or loss or deduction) that resulted in such increase (or decrease) in income shall be allocated to the Member that was (or the affiliate of which was) a party to the transaction; provided, however that any such redetermination shall not result in any change in the respective Sharing Ratios of the Members.

(v) ***Conformity of Reporting***. The Members are aware of the income tax consequences of the allocations made by this Section 5.04 and hereby agree to be bound by the provisions of this Section 5.04 in reporting their shares of Company profits, gains, income, losses, deductions, credits and other items for income tax purposes.

5.05 ***Member Services or Use of Member Property***. All transactions involving services rendered by a Member or use of property owned by a Member shall be governed by Section 707(a) of the Code and the Treasury Regulations promulgated thereunder.

## ARTICLE 6
## MANAGEMENT

6.01 ***Management by Members***. Except as described below in Section 6.03, the management of the Company is fully vested in the Members, acting exclusively in their membership capacities. To facilitate the orderly and efficient management of the Company, the Members shall act (a) collectively as a "committee of the whole" (named the Executive Committee) pursuant to Section 6.02, and (b) through the delegation from time to time of certain responsibility and authority to particular Members pursuant to Section 6.04. No Member has the right, power or authority to act for or on behalf of the

Company, to do any act that would be binding on the Company, or to incur any expenditures on behalf of the Company, except in accordance with the immediately preceding sentence. Decisions or actions taken in accordance with the provisions of this Agreement shall constitute decisions or actions by the Company and shall be binding on each Member, Representative, Officer and employee of the Company.

6.02 ***Executive Committee***. The Members shall act collectively through meetings as a "committee of the whole," which is hereby named the "*Executive Committee*." The Executive Committee shall conduct its affairs in accordance with the following provisions and the other provisions of this Agreement:

(a) ***Representatives***.

(i) ***Designation***. To facilitate the orderly and efficient conduct of Executive Committee meetings, each Member shall notify the other Members, from time to time, of the identity of two of its officers, employees or agents who will represent it at such meetings (each a "*Representative*"); provided, however, that, if at any time there shall be three or more Members (or two Members not each holding 50% of the outstanding Membership Interests), then the number of Representatives to be appointed by each Member shall be proportionately adjusted to correspond as closely as possible to the respective Sharing Ratios of the Members. In addition, each Member may (but shall have no obligation to) notify the other Members, from time to time, of the identity of other officers, employees or agents who will represent it at any meeting that the Member's Representatives are unable to attend (each an "*Alternate Representative*"). (The term "*Representative*" shall also refer to any Alternate Representative that is actually performing the duties of the applicable Representative.) The initial Representatives of each Member are set forth on Exhibit A attached hereto. A Member may designate different Representatives or Alternate Representatives for any meeting of the Executive Committee by notifying the other Members at least three Business Days prior to the scheduled date for such meeting; provided, however, that if giving such advance notice is not feasible, then such new Representatives or Alternate Representatives shall present written evidence of their authority at the commencement of such meeting.

(ii) ***Authority***. Each Representative shall have the full authority to act on behalf of the Member that designated such Representative; the action of a Representative at a meeting (or through a written consent) of the Executive Committee shall bind the Member that designated such Representative; and the other Members shall be entitled to rely upon such action without further inquiry or investigation as to the actual authority (or lack thereof) of such Representative. In addition, the act of an Alternate Representative shall be deemed the act of the Representative for which such Alternate Representative is acting, without

the need to produce evidence of the absence or unavailability of such Representative.

(iii) ***DISCLAIMER OF DUTIES; INDEMNIFICATION***. EACH REPRESENTATIVE SHALL REPRESENT, AND OWE DUTIES TO, ONLY THE MEMBER THAT DESIGNATED SUCH REPRESENTATIVE (THE NATURE AND EXTENT OF SUCH DUTIES BEING AN INTERNAL CORPORATE AFFAIR OF SUCH MEMBER), AND NOT TO THE COMPANY, THE OTHER MEMBER OR REPRESENTATIVES, OR ANY OFFICER OR EMPLOYEE OF THE COMPANY. THE PROVISIONS OF SECTION 6.06 SHALL ALSO INURE TO THE BENEFIT OF EACH MEMBER'S REPRESENTATIVES. THE COMPANY SHALL INDEMNIFY, PROTECT, DEFEND, RELEASE AND HOLD HARMLESS EACH REPRESENTATIVE FROM AND AGAINST ANY CLAIMS ASSERTED BY OR ON BEHALF OF ANY PERSON (INCLUDING THE OTHER MEMBERS), OTHER THAN THE MEMBER THAT DESIGNATED SUCH REPRESENTATIVE, THAT ARISE OUT OF, RELATE TO OR ARE OTHERWISE ATTRIBUTABLE TO, DIRECTLY OR INDIRECTLY, SUCH REPRESENTATIVE'S SERVICE ON THE EXECUTIVE COMMITTEE, EXCEPT THOSE CLAIMS ARISING OUT OF THE FRAUD OR WILLFUL MISCONDUCT OF SUCH REPRESENTATIVE.

(iv) ***Attendance***. Each Member shall use all reasonable efforts to cause its Representatives or Alternate Representatives to attend each meeting of the Executive Committee, unless its Representatives are unable to do so because of a "force majeure" event or other event beyond a Representative's reasonable control, in which event such Member shall use all reasonable efforts to cause its Representatives or Alternate Representatives to participate in the meeting by telephone pursuant to Section 6.02(h).

(b) ***Chairman and Secretary***. One of the Representatives will be designated as Chairman of the Executive Committee, in accordance with this Section 6.02(b), to preside over meetings of the Executive Committee. Until the first anniversary of the Effective Date, the Chairman shall be a Representative designated by NRG. Thereafter, the Chairmanship shall be alternated on an annual basis between Representatives designated in turn by each of the Members. Any Member may waive its right to fill the Chairmanship. The Executive Committee shall also designate a Secretary of the Executive Committee, who need not be a Representative.

(c) ***Procedures***. The Secretary of the Executive Committee shall maintain written minutes of each of its meetings, which shall be submitted for approval no later than the next regularly scheduled meeting. The Executive



Committee may adopt whatever rules and procedures relating to its activities as it may deem appropriate, provided that such rules and procedures shall not be inconsistent with or violate the provisions of this Agreement.

(d) ***Time and Place of Meetings***. The Executive Committee shall meet quarterly, subject to more or less frequent meetings upon approval of the Executive Committee. Notice of, and an agenda for, all Executive Committee meetings shall be provided by the Chairman to the Members at least ten Days prior to the date of each meeting, together with proposed minutes of the previous Executive Committee meeting (if such minutes have not been previously ratified). Special meetings of the Executive Committee may be called at such times, and in such manner, as any Member deems necessary. Any Member calling for any such special meeting shall notify the Chairman, who in turn shall notify the Members of the date and agenda for such meeting at least 10 Days prior to the date of such meeting. Such ten-Day period may be shortened by the Executive Committee. All meetings of the Executive Committee shall be held at a location designated by the Chairman. Attendance of a Member at a meeting of the Executive Committee shall constitute a waiver of notice of such meeting, except where such Member attends the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(e) ***Quorum***. The presence of one Representative designated by each Member shall constitute a quorum for the transaction of business at any meeting of the Executive Committee.

(f) ***Voting***. Except as provided otherwise in this Agreement, (i) voting at any meeting of the Executive Committee shall be according to the Members' respective Sharing Ratios, and (ii) the affirmative vote of Members holding a majority of the Sharing Ratios shall constitute the act of the Executive Committee; provided, however, that, without the written consent of each of the Initial Members, no action shall be taken by such a majority vote which would cause or permit the Company to:

(i) make, do or perform any act or cause any act to be made, done or performed, which would make it impossible to carry on the ordinary business of the Company;

(ii) possess Company property, or assign Company property, for other than a Company purpose;

(iii) commingle the property, funds or other assets of the Company with the property, funds or other assets of any other Person;

(iv) make any loans to, or guaranty or grant security for any obligation of, any Member or Member's Affiliate, or

acquire any obligation of or ownership interest or securities in any Member or Member's Affiliate;

(v) change its legal form from a Delaware limited liability company, consolidate with or merge into any other Person or sell, transfer, convey or otherwise dispose of, in one or a series of transactions, all or substantially all of the assets of the Company;

(vi) file a voluntary petition of bankruptcy or insolvency or otherwise institute insolvency proceedings of any type;

(vii) permit the Company to maintain less than adequate capital in light of its contemplated business operations; or

(viii) enter into any Affiliate Agreement.

(g) ***Action by Written Consent***. Any action required or permitted to be taken at a meeting of the Executive Committee may be taken without a meeting, without prior notice, and without a vote if a consent or consents in writing, setting forth the action so taken, is signed by Members that could have taken the action at a meeting of the Executive Committee at which any Member entitled to vote on the action was represented and voted.

(h) ***Meetings by Telephone***. Members may participate in and hold such meeting by means of conference telephone, video conference or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a Member participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(i) ***Subcommittees***. The Executive Committee may create such subcommittees, delegate to such subcommittees such authority and responsibility, and rescind any such delegations, as it may deem appropriate.

(j) ***Officers***. The Executive Committee may designate one or more Persons to be Officers of the Company. Any Officers so designated shall have such titles and, subject to the other provisions of this Agreement, have such authority and perform such duties as the Executive Committee may specifically delegate to them and shall serve at the pleasure of the Executive Committee.

6.03 ***Duties of the Executive Committee***. In addition to all of the duties and responsibilities of the Executive Committee that are described in this Agreement, the Executive Committee shall:

(a) determine when Capital Contributions shall be required of the Members and notify the Members of such requirements;

(b) determine the amount of and schedule for distributions to the Members; and

(c) as the Company is the sole Member of West Coast Power, act for the Company by selecting the four members of the Executive Committee of West Coast Power, which shall consist of two representatives acceptable to DPC and two representatives acceptable to NRG.

6.04 ***Delegation to Particular Member***. The Executive Committee may delegate to one or more Members such authority and duties as the Executive Committee may deem advisable. Decisions or actions taken by any such Member in accordance with the provisions of this Agreement shall constitute decisions or actions by the Company and shall be binding on each Member, Representative, Officer and employee of the Company. Any delegation pursuant to this Section 6.04 may be revoked at any time by the Executive Committee. With respect to duties discharged hereunder by a Member (a) such Member may discharge such duties through the personnel of a Wholly-Owned Affiliate of such Member, and (b) unless the Members otherwise agree, the Company shall compensate such Member (or its Wholly-Owned Affiliate, as applicable) for the performance of such duties in an amount equal to the man-hours expended by the personnel of such Member (or its Wholly-Owned Affiliate) multiplied by the applicable rate(s) shown on Exhibit B attached hereto (which rates each shall escalate on the first day of each calendar year during the term hereof by an amount which is 3% of the rate applicable during the prior calendar year), and shall reimburse such Member for all reasonable out of pocket costs incurred by such Member in discharging such duties. In addition, prior to performing any such duties, the performing Member shall provide to the other Members for approval an estimate of man-hours and types of personnel required to perform the delegated duties and a schedule for the performance of the delegated duties and for other costs associated therewith, and shall promptly inform the other Members of any variance from the budget or schedule.

6.05 ***Affiliate Agreements; Conflicts of Interest.*** (a) The Members agree that the Company shall not directly or for its own account contract with a Member or an Affiliate of a Member for any goods or services that may be required for the Company (hereinafter, such agreements to be referred to as "*Affiliate Agreements*"). Notwithstanding this section, the rights of West Coast Power and the Project Companies to enter into Affiliate Agreements shall be determined in accordance with each of their respective Limited Liability Company agreements.

(b) Subject to any other agreement between the Members (and their respective Affiliates, as applicable), a Member or an Affiliate of a Member may engage in and possess interests in other business ventures of any and every type and description, independently or with others, including ones in competition with the Company, with no obligation to offer to the Company, any other Member or any Affiliate of another Member the right to participate therein. Subject to, and in addition to, Section 6.05(a), the Company may transact business with any Member or Affiliate thereof, provided the terms of those transactions are approved by the Executive Committee or expressly contemplated by this Agreement. Without limiting the generality of the foregoing, the Members recognize and agree that they and their respective Affiliates currently engage in certain activities involving the generation, transmission, distribution, marketing and trading of electricity and other energy products (including futures, options, swaps, exchanges of future positions for physical deliveries and commodity trading), and the gathering, processing, storage and transportation of such products, as well as other commercial activities related to such products, and that these and other activities by Members and their Affiliates may be made possible or more profitable by reason of the Company's activities (herein referred to as "*Outside Activities*"). The Members agree that (i) no Member or Affiliate of a Member shall be restricted in its right to conduct, individually or jointly with others, for its own account any Outside Activities, and (ii) no Member or its Affiliates shall have any duty or obligation, express or implied, to account to, or to share the results or profits of such Outside Activities with, the Company, any other Member or any Affiliate of any other Member, by reason of such Outside Activities.

6.06 ***Disclaimer of Duties and Liabilities***. (a) NO MEMBER SHALL OWE ANY DUTY (INCLUDING ANY FIDUCIARY DUTY) TO THE OTHER MEMBERS OR TO THE COMPANY, OTHER THAN THE DUTIES THAT ARE EXPRESSLY SET FORTH IN THIS AGREEMENT.

(b) NO MEMBER SHALL BE LIABLE (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; PROVIDED, HOWEVER, THAT A MEMBER SHALL BE LIABLE FOR ANY CLAIMS BY OR ON BEHALF OF ANY PERSON (INCLUDING ANOTHER MEMBER) ARISING FROM OR RELATED TO FRAUDULENT ACTS OR WILLFUL MISCONDUCT OF THE MEMBER.

(c) THE OBLIGATIONS OF THE MEMBERS UNDER THIS AGREEMENT ARE OBLIGATIONS OF THE MEMBERS ONLY, AND NO RECOURSE SHALL BE AVAILABLE AGAINST ANY OFFICER,

DIRECTOR OR AFFILIATE OF ANY MEMBER, EXCEPT AS PERMITTED UNDER APPLICABLE LAW.

6.07 ***Indemnification***. Each Member shall indemnify, protect, defend, release and hold harmless the other Members and their Representatives, Affiliates, and respective directors, officers, employees and agents from and against any Claims asserted by or on behalf of any Person (including another Member) that arise out of, relate to or are otherwise attributable to, directly or indirectly, a breach by the indemnifying Member of this Agreement, or the negligence, gross negligence or willful misconduct of the indemnifying Member in connection with the Projects or this Agreement; provided, however, that this Section 6.07 shall not apply to any Claim or other matter for which a Member (or its Representative) has no liability or duty, or is indemnified or released, pursuant to Section 6.02(a)(iii), 6.03, 6.05 or 6.06.

## ARTICLE 7
## TAXES

7.01 ***Tax Returns.*** The Executive Committee shall prepare (or cause to be prepared) and timely file (on behalf of the Company) all federal, state, local and foreign tax returns required to be filed by the Company. Each Member shall furnish to the Executive Committee all pertinent information in its possession relating to the Company's operations that is necessary to enable the Company's tax returns to be timely prepared and filed. The Company shall bear the costs of the preparation and filing of its returns, including the costs of any audit of its returns by any Governmental Authority.

7.02 ***Tax Elections***. The Company shall make the following elections on the appropriate tax returns:

(a) to adopt as the Company's Fiscal Year the calendar year;

(b) to adopt the accrual method of accounting;

(c) if a distribution of the Company's property as described in Code Section 734 occurs or if a transfer of Membership Interest as described in Code Section 743 occurs, on request by notice from any Member, to elect, pursuant to Code Section 754, to adjust the basis of the Company's properties;

(d) to elect to amortize the start-up expenditures and organizational expenses of the Company ratably over a period of 60 months as permitted by Sections 195 and 709(b) of the Code; and

(e) any other election the Executive Committee may deem appropriate, including, for example, the election to deduct research and

experimental expenditures permitted by Section 174 of the Code, the election to ratably accrue real property taxes as permitted by Section 461(c) of the Code, and the election to deduct currently certain recurring items as permitted by Section 461(h)(3).

Neither the Company nor any Member shall make an election for the Company to be excluded from the application of the provisions of subchapter K of chapter 1 of subtitle A of the Code or any similar provisions of applicable state law and no provision of this Agreement (including Section 2.07) shall be construed to sanction or approve such an election.

7.03 ***Tax Matters Member***. (a) During the term of the Administrative Services Agreement, DPC shall be the "tax matters partner" of the Company pursuant to Section 623 l(a)(7) of the Code (the "*Tax Matters Member*"). After the expiration of that term, the Executive Committee may designate a different Tax Matters Member. The Tax Matters Member shall take such action as may be necessary to cause to the extent possible the other Members to become "notice partners" within the meaning of Section 6223 of the Code. The Tax Matters Member shall inform the other Members of all significant matters that may come to its attention in its capacity as Tax Matters Member by giving notice thereof on or before the fifth Business Day after becoming aware thereof and, within that time, shall forward to the other Members copies of all significant written communications it may receive in that capacity.

(b) The Tax Matters Member shall take no action without the authorization of the Executive Committee, other than such action as may be required by Law. Any reasonable cost or expense incurred by the Tax Matters Member in connection with its duties, including the preparation for or pursuance of administrative or judicial proceedings, shall be paid by the Company.

(c) The Tax Matters Member shall not enter into any extension of the period of limitations for making assessments on behalf of the Members without first obtaining the consent of the Executive Committee. The Tax Matters Member shall not bind any Member to a settlement agreement without obtaining the consent of such Member. Any Member that enters into a settlement agreement with respect to any Company item (as described in Code Section 6231(a)(3)) shall notify the other Members of such settlement agreement and its terms within 90 Days from the date of the settlement.

(d) No Member shall file a request pursuant to Code Section 6227 for an administrative adjustment of Company items for any taxable year without first notifying the other Members. If the Executive Committee consents to the requested adjustment, the Tax Matters Member shall file the request for the administrative adjustment on behalf of the Members. If such consent is not obtained within 30 Days from such notice, or within the period required to timely file the request for administrative adjustment, if shorter, any Member, including the Tax Matters Member, may file a request for administrative adjustment on its own behalf. Any Member

intending to file a petition under Code Sections 6226, 6228 or other Code Section with respect to any item involving the Company shall notify the other Members of such intention and the nature of the contemplated proceeding. In the case where the Tax Matters Member is the Member intending to file such petition on behalf of the Company, such notice shall be given within a reasonable period of time to allow the other Members to participate in the choosing of the forum in which such petition will be filed.

(e) If any Member intends to file a notice of inconsistent treatment under Code Section 6222(b), such Member shall give reasonable notice under the circumstances to the other Members of such intent and the manner in which the Member's intended treatment of an item is (or may be) inconsistent with the treatment of that item by the other Members.

## ARTICLE 8
## BOOKS, RECORDS, REPORTS, AND BANK ACCOUNTS

8.01 ***Maintenance of Books.*** (a) The Executive Committee shall keep or cause to be kept at the principal office of the Company or at such other location approved by the Executive Committee complete and accurate books and records of the Company, supporting documentation of the transactions with respect to the conduct of the Company's business and minutes of the proceedings of its Members and the Executive Committee, and any other books and records that are required to be maintained by applicable Law. The Company books and records shall be kept separate from the books and records of any other Person, and otherwise in a manner determined by the Executive Committee to be most beneficial for the Company.

(b) The books of account of the Company shall be (i) maintained on the basis of a Fiscal Year that is the calendar year, (ii) maintained on an accrual basis in accordance with generally accepted accounting principles, consistently applied, and (iii) audited by the Certified Public Accountants at the end of each calendar year.

8.02 ***Reports***. (a) With respect to each calendar year, the Executive Committee shall cause to be prepared and delivered to each Member:

(i) Within 60 Days after the end of such calendar year, a profit and loss statement and a statement of cash flows for such year, a balance sheet and a statement of each Member's Capital Account as of the end of such year, together with agreement of such statements by the Certified Public Accountants, and within 75 Days after the end of such calendar year, audited financial statements along with an audit opinion of the Certified Public Accountants; and

(ii) Such federal, state and local income tax returns and such other accounting, tax information and schedules as shall be necessary for the preparation by each Member on or before July 15 following the end of each calendar year of its income tax return with respect to such year.

(b) By the day which is within 5 Business Days after the end of each calendar month, the Executive Committee shall cause to be prepared and delivered to each Member the estimated net income and estimated revenues and expenses for such month (provided that the Executive Committee may change the financial statements required by this Section 8.02(b) to a quarterly basis or make such other change therein as it may deem appropriate).

(c) Within 15 Days after the end of each calendar quarter, the Executive Committee shall cause to be prepared and delivered to each Member, with an appropriate certificate of the Person authorized to prepare the same (provided that the Executive Committee may change the financial statements required by this Section 8.02(c) to a quarterly basis or may make such other change therein as it may deem appropriate):

(i) A profit and loss statement and a statement of cash flows for such month (including sufficient information to permit the Members to calculate their tax accruals), for the portion of the calendar year then ended;

(ii) A balance sheet and a statement of each Member's Capital Account as of the end of such month and the portion of the calendar year then ended; and

(iii) A statement comparing the actual financial status and results of the Company as of the end of or for such month and the portion of the calendar year then ended with the budgeted or forecasted status and results as of the end of or for such respective periods.

(c) The Executive Committee shall also cause to be prepared and delivered to each Member such other reports, forecasts, studies, budgets and other information as the Executive Committee may request from time to time.

8.03 ***Bank Accounts***. Funds of the Company shall be deposited in such banks or other depositories as shall be designated from time to time by the Executive Committee. All withdrawals from any such depository shall be made only as authorized by the Executive Committee and shall be made only by check, wire transfer, debit memorandum or other written instruction.

## ARTICLE 9
## BUYOUT OPTION

9.01 ***Buyout Events***. This Article 9 shall apply to any of the following events (each a *"Buyout Event"):*

(a) a Member shall dissolve or become Bankrupt; or

(b) a Member shall commit a Default.

In each case, the Member with respect to whom a Buyout Event has occurred is referred to herein as the *"Affected Member."*

9.02 ***Procedure***. If a Buyout Event occurs and is not cured within 30 Business Days of the Affected Member's receipt of notice thereof from the other Members (or such shorter period (not less than 10 Business Days) as the other Members determine in their discretion to be reasonable under the circumstances and set forth in such notice), then other Members shall have the option to acquire the Membership Interest of the Affected Member (in proportion to their respective ownership interests or as they may otherwise agree) or to cause it to be acquired by a third party designated by the other Members, in either case in accordance with procedures that are substantively equivalent to those set forth in Section 3.03(b)(iii) (and with the Member or Members exercising such preferential right also being referred to herein collectively as the *"Purchasing Member").*

9.03 ***Purchase Price***. The purchase price for a Membership Interest being purchased pursuant to this Article 9 (the *"Purchase Price")* shall be determined in the following manner. The Affected Member and the Purchasing Member shall attempt to agree upon the fair market value of the applicable Membership Interest. If those Members do not reach such agreement on or before the 30th Day following the exercise of the option, any such Member, by notice to the others, may require the determination of fair market value to be made by the Arbitrator pursuant to Article 10. Following the determination of fair market value by agreement or arbitration (the *"Fair Market Value"),* the Purchase Price shall be determined and paid in accordance with the following chart and procedures:

| **Buyout Payment Event** | **Discount** | **Percent** | **Closing Rate** | **Interest Term** | **Frequency** |
|---|---|---|---|---|---|
| Dissolution | 0% | 10% | 7% | 10yrs. | semi-annual |
| Bankruptcy | 0% | 10% | 7% | 10yrs. | semi-annual |
| Default | 10% | 10% | 7% | 10yrs. | semi-annual |

The following provisions shall apply to the determination and payment of the Purchase Price:

(a) the Purchase Price shall be (i) the product of (A) the Fair Market Value *times* (B) 100% minus the percentage shown for such Buyout Event in the "Discount" Column; *less* (ii) the amount of all monetary damages suffered by the Company and the other Members as a result of such Buyout Event (including any adverse tax consequences resulting from a Code Section 708 termination);

(b) at the closing, the Purchasing Member (or third party designee) shall pay the Affected Member a portion of the Purchase Price equal to the Purchase Price multiplied by the percentage shown for such Buyout Event in the "Closing Percent" column;

(c) if the applicable Closing Percent is less than 100%, then the remainder of the Purchase Price (the *"Deferred Amount"),* shall accrue interest from the date of closing at the rate per annum shown for such Buyout Event in the "Interest Rate" column (not to exceed the maximum rate permitted by Law); and

(d) the Deferred Amount, together with accrued interest thereon, shall be paid by the Purchasing Member (or third party designee) in equal cash installments over the term shown for such Buyout Event in the "Term" column and at the payment frequency shown for such Buyout Event in the "Payment Frequency" column, with the amount of the cash installments being calculated to amortize fully the Deferred Amount (and accrued interest thereon) over the applicable Term. The installments shall be paid on the first Day of January and July of the applicable Term, with appropriate adjustments to the first or last payments to reflect a closing that does not occur on the first Day of a month or quarter (as applicable). The payment to be made to the Affected Member pursuant to this Article 9 shall be in complete liquidation and satisfaction of all the rights and interest of the Affected Member in and in respect of the Company, including any Membership Interest, any rights in specific Company property, and any rights against the Company and (insofar as the affairs of the Company are concerned) against the other Members, and constitutes a compromise to which all Members have agreed pursuant to Section 18-502(b) of the Act.

9.4 ***Closing***. If an option to purchase is exercised in accordance with the other provisions of this Article 9, the closing of such purchase shall occur on the 30th Day after the determination of the Fair Market Value pursuant to Section 9.03 (or, if later, the fifth Business Day after the receipt of all applicable regulatory and governmental approvals to the purchase), and shall be conducted in a manner substantively equivalent to that set forth in Section 3.03(b)(iii); provided, however, that the Purchasing Member (or third party designee) shall deliver to the Affected Member (i) the portion of the Purchase Price required by Section 9.03 to be paid at the Closing, in immediately available funds, and (ii) one or more unsecured promissory notes reflecting the payment terms established in Section 9.03 for the Deferred Amount.

9.5 ***Terminated Member***. Upon the occurrence of a closing under Section 9.04, the following provisions shall apply to the Affected Member (now a "*Terminated Member*"):

(a) The Terminated Member shall cease to be a Member immediately upon the occurrence of the closing.



(b) As the Terminated Member is no longer a Member, it will no longer be entitled to receive any distributions (including liquidating distributions) or allocations from the Company, and neither it nor its Representative shall be entitled to exercise any voting or consent rights or to receive any further information (or access to information) from the Company.

(c) The Terminated Member must pay to the Company all amounts owed to it by such Member.

(d) The Terminated Member shall remain obligated for all liabilities it may have under this Agreement or otherwise with respect to the Company that accrue prior to the closing.

(e) The Sharing Ratio of the Terminated Member shall be allocated to the Purchasing Member (or third party designee) in the proportion of the total Purchase Price paid by it.

## ARTICLE 10
## DISPUTE RESOLUTION

10.01 ***Disputes***. This Article 10 shall apply to any dispute arising under or related to this Agreement (whether arising in contract, tort or otherwise, and whether arising at law or in equity), including (a) any dispute regarding the construction, interpretation, performance, validity or enforceability of any provision of this Agreement or whether any Person is in compliance with, or breach of, any provisions of this Agreement, and (b) the applicability of this Article 10 to a particular dispute. Notwithstanding the foregoing, this Article 10 shall not apply to any matters that, pursuant to the provisions of this Agreement, are to be resolved by a vote of the Members (including through the Executive Committee); provided, however, that if a vote, approval, consent, determination or other decision must, under the terms of this Agreement, be made (or withheld) in accordance with a standard other than Sole Discretion (such as a reasonableness standard), then the issue of whether such standard has been satisfied may be a dispute to which this Article 10 applies. Any dispute to which this Article 10 applies is referred to herein as a "*Dispute*." With respect to a particular Dispute, each Member that is a party to such Dispute is referred to herein as a "*Disputing Member*." The provisions of this Article 10 shall be the exclusive method of resolving Disputes.

10.02 ***Negotiation to Resolve Disputes***. If a Dispute arises, a Disputing Member may initiate the dispute-resolution procedures of this Article 10 by delivering a notice (a "*Dispute Notice*") to the other Disputing Members. Within 10 Days of delivery of a Dispute Notice, each Disputing Member shall designate a representative, and such representatives shall promptly meet (whether by phone or in person) in a good faith attempt to resolve the Dispute. If such representatives can resolve the Dispute, such resolution shall be reported in writing and shall be binding upon the Disputing Members. If such representatives are unable to resolve the Dispute within 30 Days following the

delivery of the Dispute Notice (or such other period as such representatives may agree), or if a Disputing Member fails to appoint a representative within 10 Days of delivery following the delivery of the Dispute Notice, then the process described in this Section 10.02 shall be repeated, with each Disputing Member designating one of its senior officers to be its representative in such second round of negotiations. If such representatives are unable to resolve the Dispute within 30 Days following the delivery of the second Dispute Notice (or such other period as such representatives may agree), or if a Disputing Member fails to appoint a representative for such second round of negotiations within 10 Days of delivery following the delivery of the Dispute Notice, then any Disputing Member may submit such Dispute to binding arbitration under this Article 10 by notifying the other Disputing Members (an "*Arbitration Notice*").

10.03 ***Selection of Arbitrator***. (a) Any arbitration conducted under this Article 10 shall be heard by a sole arbitrator (the *"Arbitrator")* selected in accordance with this Section 10.03. Each Disputing Member and each proposed Arbitrator shall disclose to the other Disputing Members any business, personal or other relationship or Affiliation that may exist between such Disputing Member and such proposed Arbitrator, and any Disputing Member may disapprove of such proposed Arbitrator on the basis of such relationship or Affiliation.

(b) The Disputing Member that submits a Dispute to arbitration shall request the American Arbitration Association (or, if such Association has ceased to exist, the principal successor thereto) (the "*AAA*") to designate the Arbitrator. The Arbitrator selected by the AAA shall possess relevant expertise to analyze and resolve the matter that is the subject of the Dispute. If the Arbitrator so designated shall die, resign or otherwise fail or becomes unable to serve as Arbitrator, a replacement Arbitrator shall be chosen by the AAA.

10.04 ***Conduct of Arbitration***. The Arbitrator shall expeditiously (and, if possible, within 90 Days after the Arbitrator's selection) hear and decide all matters concerning the Dispute. Any arbitration hearing shall be held in San Diego, California. The arbitration shall be conducted in accordance with the then-current Commercial Arbitration Rules of the AAA (excluding rules governing the payment of arbitration, administrative or other fees or expenses to the Arbitrator or the AAA), to the extent that such Rules do not conflict with the terms of this Agreement. Except as expressly provided to the contrary in this Agreement, the Arbitrator shall have the power (a) to gather such materials, information, testimony and evidence as it deems relevant to the dispute before it (and each Member will provide such materials, information, testimony and evidence requested by the Arbitrator, except to the extent any information so requested is proprietary, subject to a third-party confidentiality restriction or to an attorney-client or other privilege), (b) to grant injunctive relief and enforce specific performance, and (c) to fashion such relief as the Arbitrator deems equitable and appropriate, regardless of whether such relief is not consistent with the relief requested/or position taken by the Disputing Members. If it deems necessary, the Arbitrator may propose to the Disputing Members that one or more other experts be retained to assist it in resolving the Dispute. The retention of such other experts shall require the unanimous

consent of the Disputing Members, which shall not be unreasonably withheld. Each Disputing Member, the Arbitrator and any proposed expert shall disclose to the other Disputing Members any business, personal or other relationship or Affiliation that may exist between such Disputing Member (or the Arbitrator) and such proposed expert; and any Disputing Member may disapprove of such proposed expert on the basis of such relationship or Affiliation. The decision of the Arbitrator (which shall be rendered in writing) shall be final, nonappealable and binding upon the Disputing Members and may be enforced in any court of competent jurisdiction; provided that the Members agree that the Arbitrator and any court enforcing the award of the Arbitrator shall not have the right or authority to award punitive or exemplary damages to any Disputing Member. The responsibility for paying the costs and expenses of the arbitration, including compensation to the Arbitrator and any experts retained by the Arbitrator, shall be allocated among the Disputing Members in a manner determined by the Arbitrator to be fair and reasonable under the circumstances. Each Disputing Member shall be responsible for the fees and expenses of its respective counsel, consultants and witnesses, unless the Arbitrator determines that compelling reasons exist for allocating all or a portion of such costs and expenses to one or more other Disputing Members.

## ARTICLE 11
## DISSOLUTION, WINDING-UP AND TERMINATION

11.01 ***Dissolution***. The Company shall dissolve and its affairs shall be ) wound up on the first to occur of the following events (each a "*Dissolution Event*")*:*

(a) the unanimous consent of the Members; or

(b) entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act.

11.02 ***Winding-Up and Termination***. (a) On the occurrence of a Dissolution Event, the Executive Committee shall select one Member to act as liquidator. The liquidator shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The reasonable costs of winding up shall be borne as a Company expense. Until final distribution, the liquidator shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidator are as follows:

(i) as promptly as possible after dissolution and again after final winding up, the liquidator shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company's assets, liabilities, and operations through the last calendar day of the month in which the dissolution occurs or the final winding up is completed, as applicable;

(ii) the liquidator shall discharge from Company funds all of the indebtedness, liabilities and obligations of the Company (including all

expenses incurred in winding up and any loans described in Section 4.02) or otherwise make adequate provision for payment and discharge thereof (including the establishment of a cash escrow fund for contingent liabilities in such amount and for such term as the liquidator may reasonably determine); and

(iii) all remaining assets of the Company shall be distributed to the Members as follows:

(A) the liquidator may sell any or all Company property, including to Members, and any resulting gain or loss from each sale shall be computed and allocated to the Capital Accounts of the Members in accordance with the provisions of Article 5;

(B) with respect to all Company property that has not been sold, the fair market value of that property shall be determined and the Capital Accounts of the Members shall be adjusted to reflect the manner in which the unrealized income, gain, loss, and deduction inherent in property that has not been reflected in the Capital Accounts previously would be allocated among the Members if there were a taxable disposition of that property for the fair market value of that property on the date of distribution; and

(C) Company property (including cash) shall be distributed among the Members in accordance with Section 5.02, and those distributions shall be made by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 Days after the date of the liquidation).

(b) The distribution of cash or property to a Member in accordance with the provisions of this Section 11.02 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its Membership Interest and all the Company's property and constitutes a compromise to which all Members have consented pursuant to Section 18-502(b) of the Act. To the extent that a Member returns funds to the Company, it has no claim against the other Members for those funds.

11.03 ***Deficit Capital Accounts***. No Member will be required to pay to the Company, to the other Members or to any third party any deficit balance that may exist from time to time in the Member's Capital Account.

11.04 ***Certificate of Cancellation***. On completion of the distribution of Company assets as provided herein, the Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.05, and take such other actions as may be necessary to terminate the existence of the Company. Upon the filing of such certificate of cancellation, the existence of the Company shall terminate

(and the Term shall end), except as may be otherwise provided by the Act or Other applicable Law.

## ARTICLE 12
## GENERAL PROVISIONS

12.01 ***Offset***. Whenever the Company is to pay any sum to any Member, any amounts that Member owes the Company may be deducted from that sum before payment.

12.02 ***Project Financing***. To the extent the Members are able to leverage the Projects, the Members agree that the financing will be non-recourse to the Members and their respective affiliates.

12.03 ***Notices***. Except as expressly set forth to the contrary in this Agreement, all notices, requests or consents provided for or permitted to be given under this Agreement must be in writing and must be delivered to the recipient in person, by courier or mail or by facsimile or other electronic transmission. A notice, request or consent given under this Agreement is effective on receipt by the Member to receive it; provided, however, that a facsimile or other electronic transmission that is transmitted after the normal business hours of the recipient shall be deemed effective on the next Business Day. All notices, requests and consents to be sent to a Member must be sent to or made at the addresses given for that Member on Exhibit A attached hereto or in the instrument described in Section 3.03(b)(iii)(A)(II) or 3.04, or such other address as that Member may specify by notice to the other Members. Any notice, request or consent to the Company must be given to all of the Members. Whenever any notice is required to be given by Law, the Delaware Certificate or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

12.04 ***Entire Agreement; Superseding Effect***. This Agreement constitutes the entire agreement of the Members and their Affiliates relating to the Company and the transactions contemplated hereby and supersedes all provisions and concepts contained in all prior contracts or agreements between the Members or any of their Affiliates with respect to the Company and the transactions contemplated hereby, whether oral or written, except for the Project LLC Agreements and for liabilities accrued under the Project LLC Agreements or pursuant thereto.

12.05 ***Press Releases***. Each Member agrees that it shall not (and shall cause its Affiliates not to), without the consent of the other Members, issue a press release or have any contact with or respond to the news media with any sensitive or Confidential Information, except as required by securities or similar Laws or securities exchange requirements applicable to a Member and its Affiliates. Any press release by a Member or its Affiliates with respect to any sensitive or Confidential Information shall be

subject to review and approval by the other Members, which approval shall not be unreasonably withheld.

12.06 ***Effect of Waiver or Consent***. Except as otherwise provided in this Agreement, a waiver or consent, express or implied, to or of any breach or default by any Member in the performance by that Member of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Member of the same or any other obligations of that Member with respect to the Company. Except as otherwise provided in this Agreement, failure on the part of a Member to complain of any act of any Member or to declare any Member in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Member of its rights with respect to that default until the applicable statute-of-limitations period has expired.

12.07 ***Amendment or Restatement.*** This Agreement or the Delaware Certificate may be amended or restated only by a written instrument executed (or, in the case of the Delaware Certificate, approved) by all of the Members.

12.08 ***Binding Effect.*** Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and shall inure to the benefit of the Members and their respective successors and permitted assigns.

12.09 ***Governing Law; Severability.*** **THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION.** In the event of a direct conflict between the provisions of this Agreement and any mandatory, non-waivable provision of the Act, such provision of the Act shall control. If any provision of the Act provides that it may be varied or superseded in a limited liability company agreement (or otherwise by agreement of the members or managers of a limited liability company), such provision shall be deemed superseded and waived in its entirety if this Agreement contains a provision addressing the same issue or subject matter. If any provision of this Agreement or the application thereof to any Member or circumstance is held invalid or unenforceable to any extent, (a) the remainder of this Agreement and the application of that provision to other Members or circumstances is not affected thereby, and (b) the Members shall negotiate in good faith to replace that provision with a new provision that is valid and enforceable and that puts the Members in substantially the same economic, business and legal position as they would have been in if the original provision had been valid and enforceable.

12.10 ***Further Assurances***. In connection with this Agreement and the transactions contemplated hereby, each Member shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and those transactions.

12.11 ***Counterparts***. This Agreement may be executed in any number of counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

12.12 ***Article 8 Security***. The Company hereby irrevocably elects that all membership interests in the Company shall be securities governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in WCP (Generation) Holdings LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." This provision shall not be amended, and no such purported amendment to this provision shall be effective until all outstanding certificates have been surrendered for cancellation.

[Remainder of this page left blank intentionally]

**IN WITNESS WHEREOF**, the undersigned have executed this Limited Liability Company Agreement this day of , 1999.

NRG ENERGY, INC.

By: **[Illegible]**
Name:
Title:

DYNEGY POWER CORP.

By: **[Illegible]**
Name:
Title:

**WCP (GENERATION) HOLDINGS LLC SIGNATURE PAGE**

**EXHIBIT A**

Members

| Name and Address | Sharing Ratio | Parents | Representatives |
|---|---|---|---|
| NRG West Coast Inc.<br>1221 Nicollet Mall, Suite 700<br>Minneapolis, MN 55403<br>Attn: Senior Counsel<br>Fax: (612) 373-8800 | 50% | Northern States Power Company | Craig A. Mataczynski<br>Stanley M. Marks |
| Dynegy Power Corp.<br>1000 Louisiana Street, Suite 5800<br>Houston, TX 77002<br>Attn: Senior Counsel<br>Fax: (713) 767-8211 | 50% | Dynegy Inc. | Lynn A. Lednicky<br>G.P. Manalac |

EXHIBIT B
HOURLY LABOR

| | | 1999 Loaded Rate |
|---|---|---|
| Senior Manager | $ | 94.63 |
| Manager | $ | 83.14 |
| Supervisor | $ | 60.17 |
| Lawyer | $ | 87.24 |
| Senior Engineer | $ | 74.81 |
| Engineer | $ | 55.58 |
| Specialists | $ | 49.87 |
| Designer | $ | 64.59 |
| Draftsman | $ | 43.88 |
| Sr. Plant Technician | $ | 45.36 |
| Plant Technician | $ | 36.93 |
| Senior Secretary | $ | 35.89 |
| Secretary | $ | 23.12 |
| Clerical | $ | 24.63 |

**Exhibit 3.203**

**CERTIFICATE OF FORMATION**
**OF**
**WEST COAST POWER LLC**

The undersigned, being a natural person 18 years of age or older and for the purpose of forming a limited liability company for general business purposes under the Delaware Limited Liability Act, hereby adopts the following Certificate of Formation:

1. Name: The name of the limited liability company is West Coast Power LLC.

2. Registered Office: The address of the registered office of the limited liability company is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

3. Organizer: The name and address of the sole organizer of the limited liability company is Michael J. Young, NRG Energy, Inc., 1221 Nicollet Mall, Suite 700, Minneapolis, Minnesota 55403-2445.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of West Coast Power LLC this 9th day of February 1999.

/s/ Michael J. Young
Michael J. Young
Authorized Person

*STATE OF DELAWARE*
*SECRETARY OF STATE*
*DIVISION OF CORPORATIONS*
*FILED 01:30 PM 02/09/1999*
*991051133 - 3002991*

**Exhibit 3.204**

**LIMITED LIABILITY COMPANY AGREEMENT**

**OF**

**WEST COAST POWER LLC**

THIS LIMITED LIABILITY COMPANY AGREEMENT (the "Agreement") of West Coast Power LLC (the "Company") dated as of this 30th day of June 1999 (the "Effective Date"), by WCP (Generation) Holdings LLC as the sole member of the Company (the "Member").

**RECITALS**

1. Subsidiaries of NRG Energy, Inc. ("NRG") and Dynegy Power Corp. currently hold equal ownership interests in four independent power projects, El Segundo Power, LLC, Long Beach Generation LLC, Cabrillo Power I LLC and Cabrillo Power II LLC (the "Initial Project Companies").

2. NRG and DPC have decided that in order to maximize the efficiency and potential of the Initial Project Companies, it is in their best interests to form a new limited liability company, to be owned by WCP (Generation) Holdings LLC (a Delaware limited liability company in which NRG and DPC, directly or indirectly, hold equal membership interests), for the purpose of consolidating their ownership interests in all of the Initial Project Companies and for acquiring, owning and managing the operations of such additional power generation assets as the Company may determine.

3. Therefore, NRG and DPC desire that the Member, of which they are the sole owners, enter into this Agreement to form the Company (as defined below) and to address various matters relating to the Company.

**ARTICLE 2**

1.1 ***Definitions.*** As used in this Agreement, the following terms have the respective meanings set forth below or set forth in the Sections referred to below:

"Act" - the Delaware Limited Liability Company Act, as amended.

"Additional Project Companies" - such additional entities beyond the Initial Project Companies as the Company may acquire in accordance with this Agreement, if any.

"Affiliate" - with respect to any Person, (a) each entity that such Person Controls; (b) each Person that Controls such Person, including, in the case of the Member, the Member's Parents; and (c) each entity that is under common Control with such Person, including, in the case of the Member, each entity that is Controlled by either one of the Member's Parents. Affiliation shall have a corresponding meaning.

"Agreement" - introductory paragraph.

"Alternative Representative" - Section 6.2(a).

"Bankruptcy or Bankrupt" - with respect to any Person, that (a) such Person (i) makes a general assignment for the benefit of creditors; (ii) files a voluntary bankruptcy petition; (iii) becomes the subject of an order for relief or is declared insolvent in any federal or state bankruptcy or insolvency proceedings; (iv) files a petition or answer seeking for such Person a reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any Law; (v) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against such Person in a proceeding of the type described in subclauses (i) through (iv) of this clause (a); or (vi) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of such Person or of all or any substantial part of such Person's properties; or (b) against such Person, a proceeding seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any Law has been commenced and 60 Days have expired without dismissal thereof or with respect to which, without such Person's consent or acquiescence, a trustee, receiver, or liquidator of such Person or of all or any substantial part of such Person's properties has been appointed and 60 Days have expired without the appointment having been vacated or stayed, or 60 Days have expired after the date of expiration of a stay, if the appointment has not previously been vacated.

"Budget" - the annual budget for the Company that is approved by the Executive Committee, as such may be amended from tame to time. The Budget shall cover both operating and capital items.

"Business Day" - any day other than a Saturday, a Sunday, or a holiday on which national banking associations in Minneapolis, Minnesota or Houston, Texas are closed.

"Capital Contribution" - the amount of money and the net agreed value of any property (other than money) contributed to the Company by the Member. Any reference in this Agreement to the Capital Contribution of the Member shall include a Capital Contribution of its predecessors in interest.

"Certified Public Accountants" - a firm of independent public accountants selected from time to time by the Executive Committee.

"Claim" - any and all judgments, claims, causes of action, demands, lawsuits, suits, proceedings, Governmental investigations or audits, losses, assessments, fines, penalties, administrative orders, obligations, costs, expenses, liabilities and damages (whether actual, consequential or punitive), including interest, penalties, reasonable attorney's fees, disbursements and costs of investigations, deficiencies, levies, duties and imposts.

"Code" - the Internal Revenue Code of 1986, as amended.

"Company" - West Coast Power LLC, a Delaware limited liability company.

"Complete Control" - the possession, directly or indirectly, through one or more intermediaries, of both of the following:

(a) (i) in the case of a corporation, all of the outstanding voting securities thereof; (ii) in the case of a limited liability company, partnership, limited partnership or venture, the right to all of the distributions therefrom (including liquidating distributions); (iii) in the case of a trust or estate, including a business trust, all of the beneficial interest therein; and (iv) in the case of any other entity, all of the economic or beneficial interest therein; and

(b) in the case of any entity, the power and authority to completely control the management of the entity.

"Confidential Information" - information and data (including all copies thereof) that is furnished or submitted by the Member or its Affiliates, whether oral (and if oral, reduced to writing and marked "confidential" within 10 Days of disclosure), written, or electronic, on a confidential basis to the Executive Committee, and any and all of the activities and studies relating to the economics or performance of the Project and/or the Company performed pursuant to this Agreement, and the resulting information and data obtained from those studies. Notwithstanding the foregoing, the term "Confidential Information" shall not include any information that:

(a) is in the public domain at the time of its disclosure or thereafter;

(b) as to the Member, was in the possession of the Member or its Affiliates prior to the execution of this Agreement; or

(c) is engineering information (for example, heat balance and capital cost information) that has been independently acquired or developed by the Member or its Affiliates without violating any of the obligations of the Member or its Affiliates under this Agreement.

"Control" - the possession, directly or indirectly, through one or more intermediaries, of either of the following:

(a) (i) in the case of a corporation, 50% or more of the outstanding voting securities thereof; (ii) in the case of a limited liability company, partnership, limited partnership or venture, the right to 50% or more of the distributions therefrom (including liquidating distributions); (iii) in the case of a trust or estate, including a business trust, 50% or more of the beneficial interest therein; and (iv) in the case of any other entity, 50% or more of the economic or beneficial interest therein; or

(b) in the case of any entity, the power or authority, through ownership of voting securities, by contract or otherwise, to exercise a controlling influence over the management of the entity.

"Covered Person" - Section 6.6.

"Day" - a calendar day; provided, however, that, if any period of Days referred to in this Agreement shall end on a Day that is not a Business Day, then the expiration of such period shall be automatically extended until the end of the first succeeding Business Day.

"Delaware Certificate" - Section 2.1.

"Dissolution Event" - Section 9.1.

"DPC" - Recital 1.

"DPC Representatives" - Section 6.2(a).

"Effective Date" - introductory paragraph.

"Encumber, Encumbering, or Encumbrance" - the creation of a security interest, lien, pledge, mortgage or other encumbrance, whether such encumbrance be voluntary, involuntary or by operation of Law.

"Executive Committee" - Section 6.2.

"Governmental Authority (or Governmental)" - a federal, state, local or foreign governmental authority; a state, province, commonwealth, territory or district thereof; a county or parish; a city, town, township, village or other municipality; a district, ward or other subdivision of any of the foregoing; any executive, legislative or other governing body of any of the foregoing; any agency, authority, board, department, system, service, office, commission, committee, council or other administrative body of any of the foregoing; any court or other judicial body; and any officer, official or other representative of any of the foregoing.

"Initial Project Companies" - Recital 1.

"Including" - including, without limitation.

"ISO" - the California Independent System Operator, a California non-profit corporation.

"Law" - any applicable constitutional provision, statute, act, code (including the Code), law, regulation, rule, ordinance, order, decree, ruling,

proclamation, resolution, judgment, decision, declaration, or interpretative or advisory opinion or letter of a Governmental Authority having valid jurisdiction.

"Manager" - Section 6.3

"Member" - any Person executing this Agreement as of the date of this Agreement as a member.

"NRG" - Recital 1.

"NRG Representative" - Section 6.2(a).

"Officer" - any Person designated as an officer of the Company as provided in Section 6.2(i), but such term does not include any Person who has ceased to be an officer of the Company.

"Parent" - DPC and NRG.

"Permits" - all permits, licenses, approvals or other actions of Governmental Authorities that are required for the ownership and operation of the Project, as contemplated by this Agreement.

"Person" - the meaning assigned that term in Section 18-101(11) of the Act and also includes a Governmental Authority and any other entity.

"Projects" - the independent power projects owned by the Initial Project Companies and such additional independent power projects owned by the Additional Project Companies, if any.

"Project Agreements" - each of the "Project Agreements" as such term is defined separately in each of the Project LLC Agreements and such additional agreements as the Company or the Project Companies may enter into in connection with the acquisition, operation or ownership of the Projects in accordance with the terms of this Agreement.

"Project Companies" - the Initial Project Companies, the Additional Project Companies and any other direct or indirect subsidiaries formed from time to time by the Company.

"Project LLC Agreements" - the limited liability company agreements of each of the Project Companies.

"Representative" - Section 6.2(a).

"Term" - Section 2.6.

"Wholly-Owned Affiliate" - with respect to any Person, (a) each entity that such Person Completely Controls; (b) each Person that Completely Controls such Person, including, in the case of the Member, the Member's Parents; and (c) each entity that is under common Complete Control with such Person, including, in the case of the Member, each entity that is Completely Controlled by either one of NRG or Dynegy.

Other terms defined herein have the meanings so given them.

1.2 ***Construction.*** Unless the context requires otherwise: (a) the gender (or lack of gender) of all words used in this Agreement includes the masculine, feminine, and neuter; (b) references to Articles and Sections refer to Articles and Sections of this Agreement; (c) references to Exhibits refer to the Exhibits attached to this Agreement, each of which is made a part hereof for all purposes; (d) references to Laws refer to such Laws as they may be amended from time to time, and references to particular provisions of a Law include any corresponding provisions of any succeeding Law; and (e) references to money refer to legal currency of the United States of America.

## ARTICLE 4
## ORGANIZATION

2.1 ***Formation.*** The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation, dated as of February 9, 1999 (the "Delaware Certificate"), with the Secretary of State of Delaware pursuant to the Act.

2.2 ***Name.*** The name of the Company is "West Coast Power LLC" and all company business must be conducted in that name or such other name that complies with Law as the Executive Committee may select.

2.3 ***Registered Office; Registered Agent; Principal Office in the United States; Other Offices.*** The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Delaware Certificate or such other office (which need not be a place of business of the Company) as the Executive Committee may designate in the manner provided by Law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Delaware Certificate or such other Person or Persons as the Executive Committee may designate in the manner provided by Law. The principal office of the Company in the United States shall be at such place as the Executive Committee may designate, which need not be in the State of Delaware, and the Company shall maintain records there or such other place as the Executive Committee shall designate and shall keep the street address of such principal office at the registered office of the Company in the State of Delaware. The Company may have such other offices as the Executive Committee may designate.

2.4 ***Business of the Company.*** Subject to the limitations on the activities of the Company otherwise specified in this Agreement, the sole business of the Company shall be to acquire, own, hold and manage one hundred percent of the membership interests in the Project Companies, as defined in and subject to the terms of the limited liability company agreements of such Project Companies, and to provide such administrative and financing assistance to the Project Companies as the Executive Committee shall determine may be appropriate or desirable from time to time. Subject to the terms of this Agreement, the Company shall possess and may exercise all the powers and privileges granted by the Act or by any other law or by this Agreement, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business purposes or activities of the Company.

2.5 ***Foreign Qualification.*** Prior to the Company's conducting business in any jurisdiction other than Delaware, the Executive Committee shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Executive Committee, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction. At the request of the Executive Committee, the Member shall execute, acknowledge, swear to and deliver all certificates and other instruments conforming with this Agreement that are necessary or appropriate to qualify, continue or terminate the Company as a foreign limited liability company in all such jurisdictions in which the Company may conduct business.

2.6 ***Term.*** The period of existence of the Company (the "Term") commenced on the date of the filing of the Delaware Certificate and shall end at such time as the certificate of cancellation is filed with the Secretary of State of Delaware in accordance with Section 9.3.

2.7 ***Title to Company Property.*** Legal title to all property of the Company shall be held and vested and conveyed in the name of the Company and no real or other property of the Company shall be deemed to be owned by the Member individually.

**ARTICLE 6**
**THE MEMBER**

3.1 ***The Member; Membership Certificates.***

(a) The name and address of the Member is as follows:

| Name | Address |
|---|---|
| WCP (Generation) Holdings LLC | c/o NRG North America<br>Symphony Towers<br>Suite 2740<br>750 "B" Street<br>San Diego, California 92101 |

(b) Membership certificates of the Company shall be in such form as shall be approved by the Member and shall be signed in the name of the Company by an officer of the Company. Any or all of the signatures on a certificate may be a facsimile. In case any officer who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer before such certificate is issued, the certificate may be issued by the Company with the same effect as if he or she were such officer at the date of issue.

(c) The Company may issue a new membership certificate in place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Company may require the Member, or his or her legal representative, to give the Company a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of any such new certificate.



3.2 ***Representations, Warranties and Covenants.***

(a) The Member hereby represents, warrants and covenants to the Company that the following statements are true and correct as of the Effective Date and shall be true and correct at all times that the Member is a Member:

(i) the Member is duly organized or formed (as applicable), validly existing, and (if applicable) in good standing under the Law of the jurisdiction of its organization or formation; if required by applicable Law, the Member is duly qualified and in good standing in the jurisdiction of its principal place of business, if different from its jurisdiction of organization or formation; and the Member has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and all necessary actions by the board of directors, shareholders, managers, members, partners, trustees, beneficiaries, or other applicable Persons necessary for the due authorization, execution, delivery, and performance of this Agreement by the Member have been duly taken;

(ii) the Member has duly executed and delivered this Agreement and the other documents contemplated herein, and they constitute the legal, valid and binding obligation of the Member enforceable against it in accordance with their terms (except as may be limited by bankruptcy, insolvency or similar Laws of general application and by the effect of general principles of equity, regardless of whether considered at law or in equity); and

(iii) the Member's authorization, execution, delivery, and performance of this Agreement does not and will not (x) conflict with, or result in a breach, default or violation of, (A) the organizational documents of the Member, (B) any contract or agreement to which the Member is a party or is otherwise subject, or (C) any Law, order, judgment, decree, writ, injunction or arbitral award to which the Member is subject; or (y) require any consent, approval or authorization from, filing or registration with, or notice to, any Governmental Authority or other Person, unless such requirement has already been satisfied.

(b) The Member hereby represents, warrants and covenants to the Company that, at the time of contribution of assets to the Company in accordance with Section 4.1 of this Agreement, such assets are owned free and clear of any and

all Encumbrances other than Encumbrances expressly approved by the Executive Committee.

3.2 ***Access to Information.*** The Member shall be entitled to receive any information that it may reasonably request concerning the Company; provided, however, that this Section 3.2 shall not obligate the Company or the Executive Committee to create any information that does not already exist at the time of such request (other than to convert existing information from one medium to another, such as providing a printout of information that is stored in a computer database). The Member shall also have the right, upon reasonable notice, and at all reasonable times during usual business hours to inspect the properties of the Company and to audit, examine and make copies of the books of account and other records of the Company. Such right may be exercised through any agent or employee of the Member designated in writing by it or by an independent public accountant, engineer, attorney or other consultant so designated. The Member shall bear all costs and expenses incurred in any inspection, examination or audit made on the Member's behalf. Moreover, the Member shall indemnify the Company for any and all Claims arising out of or related to any activities of the Member's agent, employee, independent public accountant, engineer, attorney or other consultant while present at and traveling to and from the Project. Confidential Information obtained pursuant to this Section 3.2 shall be subject to the provisions of Section 3.3.

3.3 ***Confidential Information.*** (a) Except as permitted by Section 3.3(b), (i) the Member shall keep confidential all Confidential Information and shall not disclose any Confidential Information to any Person, including any of its Affiliates, and (ii) the Member shall use the Confidential Information only in connection with the business of the Company.

(b) Notwithstanding Section 3.3(a), but subject to the other provisions of this Section 3.3, the Member may make the following disclosures and uses of Confidential Information:

(i) disclosures and uses that are approved by the Executive Committee;

(ii) disclosures to a Wholly-Owned Affiliate of the Member, if such Wholly-Owned Affiliate has agreed to abide by the terms of this Section 3.3;

(iii) disclosures to a Person that is not the Member or an Affiliate of the Member, if such Person has been retained to provide services by the Member in connection with the Company or the Member's interest in the Company and has agreed to abide by the terms of this Section 3.3;

(iv) disclosures to lenders, potential lenders or other Persons providing financing for the Project or to potential equity purchasers, in each case if such Persons have agreed to abide by the terms of this Section 3.3;

(v) disclosures to Governmental Authorities that are necessary to operate the Project consistent with the Project Agreements and applicable Law;

(vi) disclosures that the Member is legally compelled to make by deposition, interrogatory, request for documents, subpoena, civil investigative demand, order of a court of competent jurisdiction, or similar process, or otherwise by Law or securities exchange requirements; provided, however, that prior to any such disclosure, the Member shall, to the extent legally permissible:

(A) provide the Executive Committee with prompt notice of such requirements so that the Executive Committee may seek a protective order or other appropriate remedy or waive compliance with the terms of Section 3.3(a);

(B) consult with the Executive Committee on the advisability of taking steps to resist or narrow such disclosure; and

(C) cooperate with the Executive Committee in any attempt it may make to obtain a protective order or other appropriate remedy or assurance that confidential treatment will be afforded the Confidential Information; and in the event such protective order or other remedy is not obtained, or the Executive Committee waives compliance with the provisions hereof, the Member agrees (I) to furnish only that portion of the Confidential Information that the Executive Committee is advised by counsel to the Member is legally required and (II) to exercise all reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

(c) The Member shall take such precautionary measures as may be required to ensure (and the Member shall be responsible for) compliance with this Section 3.3 by any of its Affiliates, and its and their directors, officers, employees and agents, and other Persons to which it may disclose Confidential Information in accordance with this Section 3.3.

(d) The Member agrees that no adequate remedy at law exists for a breach or threatened breach of any of the provisions of this Section 3.3, the continuation of which unremedied breach will cause the Company to suffer irreparable harm. Accordingly, the Member agrees that the Company shall be entitled, in addition to other remedies that may be available to it, to immediate injunctive relief from any breach of any of the provisions of this Section 3.3 and to specific performance of its rights hereunder, as well as to any other remedies available at law or in equity.

(e) The obligations of the Member under this Section 3.3 shall terminate on the third anniversary of the end of the Term.

3.4 ***Liability to Third Parties.*** The Member shall not be liable for the debts, obligations or liabilities of the Company, unless such liability is expressly agreed to in writing by the Member.

## ARTICLE 8
## CAPITAL CONTRIBUTIONS

4.1 ***Capital Contributions.*** Without creating any rights in favor of any third party, the Member shall contribute to the Company on the Effective Date a Capital Contribution in an amount determined by the Executive Committee to be appropriate for current working capital, and thereafter, on or before the date specified as hereinafter described, the Member shall contribute to the Company monies and other assets that, in the judgment of the Executive Committee are necessary to enable the Company to pursue the business purposes specified in Section 2.4. The Executive Committee shall notify the Member of the need for Capital Contributions pursuant to this Section 4.1 when appropriate, which notice must include a statement in reasonable detail of the proposed uses of the Capital Contributions and a date (which date may be no earlier than the fifth Business Day following the Member's receipt of its notice) before which the Capital Contributions must be made.

4.2 ***Loans.*** If the Company does not have sufficient cash to pay its obligations, the Member may, with the consent of the Executive Committee, advance all or part of the needed funds to or on behalf of the Company. An advance described in this Section 4.2 constitutes a loan from the Member to the Company, bears interest at a rate determined by the Executive Committee from the date of the advance until the date of payment, and is not a Capital Contribution.

4.3 ***Return of Contributions.*** Except as expressly provided herein, the Member is not entitled to the return of any part of its Capital Contributions or to be paid interest in respect of its Capital Contributions. An unrepaid Capital Contribution is not a liability of the Company.

## ARTICLE 10
## PROFITS, LOSSES AND DISTRIBUTIONS

5.1 ***Distributions or Requests for Capital Contributions.*** Distributions to the Member shall be made in such aggregate amounts and at such times as shall be determined by the Executive Committee.

5.2 ***Distributions on Dissolution and Winding Up.*** Upon the dissolution and winding up of the Company, all available proceeds distributable to the Member as determined under Section 9.2 shall be distributed to the Member.

5.3 ***Profits and Losses.*** For financial accounting and tax purposes, the Company's net profits or net losses shall be determined on an annual basis in accordance with the manner in which profit or loss is determined for Federal income tax purposes. In each year, profits and losses shall be allocated entirely to the Member.

5.4 ***Withholding Taxes.*** The Company is authorized to withhold from distributions to the Member and to pay over to a Federal, state or local government, any amounts required to be withheld pursuant to the Code or any provisions of any other Federal, state or local law. Any amounts so withheld shall be treated as having been distributed to the Member pursuant to this Article 5 for all purposes of this Agreement, and shall be offset against the current or next amounts otherwise distributable to the Member.

## ARTICLE 6
## MANAGEMENT

6.1 ***Management by Member.*** Subject to such matters which are expressly reserved hereunder or under the Act to the Member for decision, the business and affairs of the Company shall be managed by the Executive Committee, as set forth in Section 6.2, which shall be responsible for policy setting, approving the overall direction of the Company and making all decisions affecting the business and affairs of the Company.

6.2 ***Executive Committee.*** The Member shall act through meetings as a "committee of the whole," which is hereby named the *"Executive Committee."* The Executive Committee shall conduct its affairs in accordance with the following provisions and the other provisions of this Agreement:

(a) ***Representatives.***

(i) ***Designation.*** To facilitate the orderly and efficient conduct of Executive Committee meetings, the Member shall identify four officers, employees or agents, two from each of DPC and NRG, who will represent it at such meetings (two "DPC Representatives" and two "NRG Representatives", each a "Representative"). In addition, the Member may (but shall have no obligation to) identify other officers, employees or agents who will substitute for a DPC Representative or an NRG Representative at any meeting that such Representative is unable to attend (each an "Alternate Representative"). (The term "Representative" shall also refer to any Alternate Representative that is actually performing the duties of the applicable Representative.) The initial Representatives of the Member are set forth on Exhibit A attached hereto.

(ii) ***Authority.*** Subject to Section 6.2(f), the Executive Committee shall have the full authority to act on behalf of the Member. In addition, the act of an Alternate Representative shall be deemed tine act of the Representative for which such Alternate Representative is acting, without the need to produce evidence of the absence or unavailability of such Representative.

(iii) ***Attendance.*** The Member shall use all reasonable efforts to cause its Representatives or Alternate Representatives to attend each meeting of the Executive Committee, unless its Representatives are unable to do so because of a "force majeure" event or other event beyond a Representative's reasonable control, in which event the Member shall use all reasonable efforts to cause its Representatives or Alternate Representatives to participate in the meeting by telephone pursuant to Section 6.2(h).

(b) ***Chairman and Secretary.*** One of the Representatives will be designated as Chairman of the Executive Committee, in accordance with this Section 6.2(b), to preside over meetings of the Executive Committee. Until the first anniversary of the Effective Date, the Chairman shall be a Representative designated by NRG. Thereafter, the Chairmanship shall be alternated on an annual basis between Representatives designated in turn by each of DPC and NRG. The Executive Committee shall also designate a Secretary of the Executive Committee, who need not be a Representative.

(c) ***Procedures.*** The Secretary of the Executive Committee shall maintain written minutes of each of its meetings, which shall be submitted for approval no later than the next regularly scheduled meeting. The Executive Committee may adopt whatever rules and procedures relating to its activities as it may deem appropriate, provided that such rules and procedures shall not be inconsistent with or violate the provisions of this Agreement.

(d) ***Time and Place of Meetings.*** The Executive Committee shall meet quarterly, subject to more or less frequent meetings upon approval of the Executive Committee. Special meetings of the Executive Committee may be called at such times, and in such manner, as the Member deems necessary.

(e) ***Quorum.*** The presence of one DPC Representative and one NRG Representative shall constitute a quorum for the transaction of business at any meeting of the Executive Committee.

(f) ***Voting.*** Except as provided otherwise in this Agreement, the affirmative vote of three of the Representatives at a meeting of the Executive Committee shall constitute the act of the Executive Committee.

(g) ***Action by Written Consent.*** Any action required or permitted to be taken at a meeting of the Executive Committee may be taken without a meeting, without prior notice, and without a vote if a consent or consents in writing, setting forth the action so taken, is signed by the Member.

(h) ***Meetings by Telephone.*** The Member may participate in and hold such meetings by means of conference telephone, video conference or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting.

(i) ***Subcommittees.*** The Executive Committee may create such subcommittees, delegate to such subcommittees such authority and responsibility, and rescind any such delegations, as it may deem appropriate.

(j) ***Officers.*** The Executive Committee may designate one or more Persons to be officers of the Company. Any Officers so designated shall have such titles and, subject to the other provisions of this Agreement, have such authority and perform such duties as the Executive Committee may specifically delegate to them and shall serve at the pleasure of the Executive Committee.

6.3 ***Manager.*** The Member may designate a manager of the Company (the "Manager"), who may be an employee of the Member (or a Wholly-Owned Affiliate).

(a) *Manager's Duties.* The manager shall, under the direction of the Executive Committee, perform the following duties:

(i) generally direct and coordinate the day-to-day business activities of the Company, subject to subsection 6.3(b) below;

(ii) prepare and submit for approval the Budget, business plans, forecasts, and amendments/supplements thereto;

(iii) monitor and ensure compliance by the Company with the terms and conditions of all financing agreements and other lender requirements;

(iv) monitor and ensure compliance by the Company with laws, regulations: permits and directives of governmental agencies with

jurisdiction over the Project and its operations, including without limitation the ISO, the California Power Exchange, the Federal Energy Regulatory Commission and the California Public Utilities Commission;

(v) represent the Company in public and community relations;

(vi) prepare and submit summary reports;

(vii) administer the services of outside professional consultants engaged by the Manager to perform his or her duties described herein; and

(viii) perform any other duties specifically delegated to the Manager by the Executive Committee.

(b) *Limitations on Manager's Authority.* Notwithstanding the above, without the prior written approval of the Executive committee, the Manager shall not take any actions with respect to:

(i) the borrowing of money or other financings;

(ii) the making of loans or advances or granting of financial or operating guarantees;

(iii) the sale or lease of any asset or group of assets (other than in the ordinary course of business);

(iv) the acquisition of any asset or group of assets (other than in the ordinary course of business);

(v) the negotiation of, entering into, termination of, or material amendment or modification of any labor contracts or any other agreement pertaining to the business, finances or operations of the Company;

(vi) changes in or adoption of accounting practices or the engagement or termination of the Company's Certified Public Accountants;

(vii) changes in or adoption of any material tax position or policy;

(viii) acquiring any insurance coverage or any material change therein;

(ix) distributions to the Member of cash or other assets;

(x) approval of any capital improvements budget, any capital maintenance budget or any operating budget, which are part of the Budget;

(xi) any commitment or expenditure more than 10% in excess of any annual budgeted amounts set forth in the Budget, or any expenditure in excess of other budgeted amounts under any capital maintenance budget or any capital improvements budget previously approved by the Executive Committee;

(xii) material contracts or transactions with the Member or an Affiliate of the Member;

(xiii) renewal or termination of any agreement between the Company and the Member or an Affiliate of the Member, or the modification or amendment of any material term of any agreement between the Company and the Member or an Affiliate of the Member;

(xiv) employment of attorneys in connection with any legal claim or settlement of any action relating to a legal claim which could have a material effect on the Company or the Member;

(xv) the entering into of any new line of business;

(xvi) the making, execution or delivery of any assignment of judgment, chattel mortgage, deed, guarantee, indemnity bond, surety bond or contract to sell all or substantially all of the property of the Company; or

(xvii) any merger, consolidation, reorganization, creation of subsidiaries or entering into any joint ventures.

The Manager shall have only the specific duties set forth herein or delegated by the Executive Committee and authority to perform those duties; shall have no right to make contributions to, or to share in the profits and losses of, and



distributions from, the Company; and shall have no right to vote on any matter pertaining to the Company.

(c) *Service and Compensation*. Notwithstanding that the Manager shall be an employee of the Member (or its Wholly-Owner Affiliate), the Manager shall discharge the duties set forth above. The Manager may engage other employees of the Member (or its Wholly-Owned Affiliate) of which the Manager is an employee, and/or third party contractors, to assist the Manager in discharging the duties described above. Subject to the provisions next below, the Company shall pay to the Member (or its Wholly-Owned Affiliate, as applicable), and such other employees of the Member (or its Wholly-Owned Affiliate) who are assisting the Manager, for the man-hours expended by the Manager and such other employees (rounded to the nearest quarter of a man-hour) at the rates set forth in Exhibit B attached hereto (which rates each shall escalate on the first day of each calendar year during the term hereof by an amount which is 3% of the rate applicable during the prior calendar year).

The Manager shall provide to the Executive Committee, as part of the Budget, an annual budget with respect to services performed by the Manager, employees and third party contractors, as described above, and for other costs associated therewith. Any payment for services or third party contractor expenses which causes the annual budgeted amount for a budgeted category to be exceeded by 10% shall require approval of the Executive Committee. The annual budget for services to be performed by the Manager shall be reviewed quarterly by the Manager and the Executive Committee, and shall be revised as appropriate. In addition, the Manager shall communicate promptly to the Executive Committee any significant variances from estimates set forth in the Budget with respect to the services of the Manager, employees and third party contractors.

(d) *Indemnification*. The Company shall indemnify, protect, defend, release and hold harmless the Manager from and against any Claims asserted by or on behalf of any Person other than the Claims of the Member (or Wholly-Owned Affiliate of the Member) of which the Manager is an employee based on such employment relationship (which shall be an internal corporate affair of the Member or Wholly-Owned Affiliate of the Member), that arise out of, relate to or are otherwise attributable to, directly or indirectly, the Manager's performance of his or her duties on behalf of the Company, except for claims arising out of the fraud or willful misconduct of the Manager.

6.4 ***Affiliate Agreements***. (a) Pursuant to certain agreements set forth in Appendix A, the Company has contracted with the Member or Affiliates of the Member for all or some of the services that are required for the Company (the "Affiliate Agreements"). The terms of all of the Affiliate Agreements entered into by the Company have been negotiated in good faith on an arm's length basis, with terms that are reasonably competitive with those available in the market from unaffiliated third parties, and consistent with the goals and purposes of Company.

(b) Except for Affiliate Agreements, the Company shall not contract with the Member or an Affiliate of the Member without the approval of at least three Representatives at a meeting of the Executive Committee.

(c) Without the approval of at least three Representatives at a meeting of the Executive Committee, the Company:

(i) shall not enter into agreements with the Project Companies other than "Affiliate Agreements" as defined in each of the Project LLC Agreements;

(ii) agrees that, as the sole member of each of the Project Companies, it shall not permit the Project Companies to enter into agreements with the Member or Affiliates of the Member other than "Affiliate Agreements" as defined in each of the Project LLC Agreements.

6.5 ***Disclaimer of Duties and Liabilities***. (a) NEITHER THE MEMBER NOR THE MANAGER SHALL OWE ANY DUTY (INCLUDING ANY FIDUCIARY DUTY) TO THE COMPANY, OTHER THAN THE DUTIES THAT ARE EXPRESSLY SET FORTH IN THIS AGREEMENT.

(b) NEITHER THE MEMBER NOR THE MANAGER SHALL BE LIABLE (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; PROVIDED, HOWEVER, THAT THE MEMBER OR THE MANAGER SHALL BE LIABLE FOR ANY CLAIMS BY OR ON BEHALF OF ANY PERSON ARISING FROM OR RELATED TO FRAUDULENT ACTS OR WILLFUL MISCONDUCT OF THE MEMBER OR THE MANAGER, RESPECTIVELY.

(c) THE OBLIGATIONS OF THE MEMBER UNDER THIS AGREEMENT ARE OBLIGATIONS OF THE MEMBER ONLY, AND NO RECOURSE SHALL BE AVAILABLE AGAINST ANY OFFICER, DIRECTOR

OR AFFILIATE OF THE MEMBER, EXCEPT AS PERMITTED UNDER APPLICABLE LAW.

6.6 ***Exculpation; Indemnification***. (a) Notwithstanding any other provisions of this Agreement, whether express or implied, or obligation or duty at law or in equity, none of the Member, Manager, or any officers, directors, stockholders, partners, employees, representatives or agents of any of the foregoing, nor any officer, employee, representative or agent of the Company or any of its affiliates (individually, a "Covered Person" and, collectively, the "Covered Persons") shall be liable to the Company or any other person for any act or omission (in relation to the Company, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted by a Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

(b) To the fullest extent permitted by law, the Company shall indemnify and hold harmless each Covered Person from and against any and all Claims in which the Covered Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Section 6.6 with respect to (i) any Claim with respect to which such Covered Person has engaged in fraud, willful misconduct, bad faith or gross negligence or (ii) any Claim initiated by such Covered Person unless such Claim (or part thereof) (A) was brought to enforce such Covered Person's rights to indemnification hereunder or (B) was authorized or consented to by the Executive Committee. Expenses incurred by a Covered Person in defending any Claim shall be paid by the Company in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Section 6.6(b).

(c) Any repeal or modification of this Section 6.6 by the Member shall not adversely affect any rights of such Covered Person pursuant to this Section 6.6, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

## ARTICLE 7
## TAX MATTERS

7.1 ***Tax Returns***. The Member shall prepare and timely file (on behalf of the Company) all federal, state and local tax returns required to be filed by the Company. The Company shall bear the costs of the preparation and filing of its returns, including the costs of any audit of its returns by any Governmental Authority.

## ARTICLE 8
## BOOKS, RECORDS, REPORTS, AND BANK ACCOUNTS

8.1 ***Maintenance of Books.*** (a) The Executive Committee shall keep or cause to be kept at the principal office of the Company or at such other location approved by the Executive Committee complete and accurate books and records of the Company, supporting documentation of the transactions with respect to the conduct of the Company's business and minutes of the proceedings of the Member and the Executive Committee, and any other books and records that are required to be maintained by applicable Law.

(b) The books of account of the Company shall be (i) maintained on the basis of a fiscal year that is the calendar year, (ii) maintained on an accrual basis in accordance with generally accepted accounting principles, consistently applied, and (iii) audited by the Certified Public Accountants at the end of each calendar year.

8.2 ***Reports***. (a) With respect to each calendar year, the Executive Committee shall prepare and deliver to the Member:

(i) Within 60 Days after the end of such calendar year, a profit and loss statement and a statement of cash flows for such year, together with agreement of such statements by the Certified Public Accountants, and within 75 Days after the end of such calendar year, audited financial statements along with an audit opinion of the Certified Public Accountants; and

(ii) Such federal, state and local income tax returns and such other accounting, tax information and schedules as shall be necessary for the preparation by the Member on or before July 15 following the end of each calendar year of its income tax return with respect to such year.

(b) By 10:00 a.m. Central Standard Time on any day which is within 5 Business Days after the end of each calendar month, the Executive Committee shall cause to be prepared and delivered to the Member the estimated net income and estimated revenues and expenses for such month (provided that the Executive Committee may change the financial statements required by this Section 8.2(b) to a quarterly basis or make such other change therein as it may deem appropriate).

(c) Within 15 Days after the end of each calendar month, the Executive Committee shall cause to be prepared and delivered to the Member, with an appropriate certificate of the Person authorized to prepare the same (provided that the Executive Committee may change the financial statements required by this Section 8.2(c) to a quarterly basis or may make such other change therein as it may deem appropriate):

(i) A profit and loss statement and a statement of cash flows for such month (including sufficient information to permit the Member to calculate its tax accruals), for the portion of the calendar year then ended; and

(ii) A statement comparing the actual financial status and results of the Company as of the end of or for such month and the portion of the calendar year then ended with the budgeted or forecasted status and results as of the end of or for such respective periods.

(d) The Executive Committee shall also cause to be prepared and delivered to the Member such other reports, forecasts, studies, budgets and other information as the Executive Committee may request from time to time.

8.3 ***Bank Accounts***. Funds of the Company shall be deposited in such banks or other depositories as shall be designated from time to time by the Executive Committee. All withdrawals from any such depository shall be made only as authorized by the Executive Committee and shall be made only by check, wire transfer, debit memorandum or other written instruction.

**ARTICLE 9**
**DISSOLUTION, WINDING-UP AND TERMINATION**

9.1 ***Dissolution***. The Company shall dissolve and its affairs shall be wound up on the first to occur of the following events (each a *"Dissolution Event"*):

(a) the Member votes for dissolution; or

(b) entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act.

9.2 ***Winding-Up and Termination***. (a) On the occurrence of a Dissolution Event, the Member shall act as liquidator. The liquidator shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The reasonable costs of winding up shall be borne as a Company expense. Until final distribution, the liquidator shall continue to operate the Company properties with all of the power and authority of the Member. The steps to be accomplished by the liquidator are as follows:

(i) as promptly as possible after dissolution and again after final winding up, the liquidator shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company's assets, liabilities, and operations through the last calendar day of the month in which the dissolution occurs or the final winding up is completed, as applicable;

(ii) the liquidator shall discharge from Company funds all of the indebtedness, liabilities and obligations of the Company (including all expenses incurred in winding up) or otherwise make adequate provision for payment and discharge thereof (including the establishment of a cash escrow fund for contingent liabilities in such amount and for such term as the liquidator may reasonably determine); and

(iii) all remaining assets of the Company shall be distributed to the Member as follows:

(A) the liquidator may sell any or all Company property, including to the Member;

(B) Company property (including cash) shall be distributed to the Members in accordance with Section 5.2.

(b) The distribution of cash or property to the Member in accordance with the provisions of this Section 9.2 constitutes a complete return to the Member of its

Capital Contributions and a complete distribution to the Member of its membership interest and all the Company's property and constitutes a compromise to which the Member has consented pursuant to Section 18-502(b) of the Act.

9.3 ***Certificate of Cancellation***. On completion of the distribution of Company assets as provided herein, the Member (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5, and take such other actions as may be necessary to terminate the existence of the Company. Upon the filing of such certificate of cancellation, the existence of the Company shall terminate (and the Term shall end), except as may be otherwise provided by the Act or other applicable Law.

## ARTICLE 10
## GENERAL PROVISIONS

10.1 ***Offset***. Whenever the Company is to pay any sum to the Member, any amounts that Member owes the Company may be deducted from that sum before payment.

10.2 ***Project Financing***. To the extent the Member is able to leverage the Project, the financing will be non-recourse to the Member and its affiliates.

10.3 ***Notices***. Except as expressly set forth to the contrary in this Agreement, all notices, requests or consents provided for or permitted to be given under this Agreement must be in writing and must be delivered to the recipient in person, by courier or mail or by facsimile or other electronic transmission. A notice, request or consent given under this Agreement is effective on receipt by the Member; provided, however, that a facsimile or other electronic transmission that is transmitted after the normal business hours of the recipient shall be deemed effective on the next Business Day. All notices, requests and consents to be sent to the Member must be sent to or made at the addresses given for the Member on Exhibit A attached hereto, or such other address as the Member may specify by notice. Whenever any notice is required to be given by Law, the Delaware Certificate or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

10.4 ***Entire Agreement; Superseding Effect***. This Agreement constitutes the entire agreement of the Member and its Affiliates relating to the Company and the transactions contemplated hereby and supersedes all provisions and concepts contained in all prior contracts or agreements between the Member or any of its Affiliates with respect to the Company and the transactions contemplated hereby, whether oral or written, except for the Project LLC Agreements and for liabilities accrued under the Project LLC Agreements.

10.5 ***Amendment or Restatement***. This Agreement or the Delaware Certificate may be amended or restated only by a written instrument executed (or, in the case of the Delaware Certificate, approved) by the Member.

10.6 ***Binding Effect***. This Agreement is binding on and shall inure to the benefit of the Member and its successors and permitted assigns.

10.7 ***Governing Law; Severability.*** **THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION.** In the event of a direct conflict between the provisions of this Agreement and any mandatory, non-waivable provision of the Act, such provision of the Act shall control. If any provision of the Act provides that it may be varied or superseded in a limited liability company agreement (or otherwise by agreement of the members or managers of a limited liability company), such provision shall be deemed superseded and waived in its entirety if this Agreement contains a provision addressing the same issue or subject matter.

10.8 ***Further Assurances***. In connection with this Agreement and the transactions contemplated hereby, the Member shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and those transactions.

10.9 ***UCC Article 8 Election***. The Company hereby irrevocably elects that all membership interests in the Company shall be securities governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in West Coast Power LLC and shall be a security for purposes of Article 8 of the



Uniform Commercial Code." This provision shall not be amended, and no such purported amendment to this provision shall be effective until all outstanding certificates have been surrendered for cancellation.

10.10 ***Counterparts***. This Agreement may be executed in any number of counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

[Remainder of this page left blank intentionally]

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the day first above written.

WCP (GENERATION) HOLDINGS LLC

By: /s/ [Illegible]
Name:
Title:

**WEST COAST POWER LLC SIGNATURE PAGE**

**EXHIBIT A**

Member and Representatives

| Name and Address | Sharing Ratio | Parents | Representatives |
|---|---|---|---|
| WCP (Generation) Holdings LLC<br>c/o NRG North America<br>750 "B" Street, Suite 2740<br>San Diego, CA 92101<br>Attn: Senior Counsel<br>Fax: (619) 615-7663 | 100% | NRG West Coast Inc.<br><br>Dynegy Power Corp. | Craig A. Mataczynski<br>Stanley M. Marks<br><br>Lynn A. Lednicky<br>G.P. Manalac |

**APPENDIX A**

Affiliate Agreements

1. Administrative Services Agreement dated June 30, 1999 between West Coast Power LLC and Dynegy Power Management Services, L.P.

**Exhibit 3.205**

*State of Delaware*
*Secretary of State*
*Division of Corporations*
*Delivered 10:10 AM 07/25/2007*
*FILED 08:51 AM 07/25/2007*
*SRV 070849728 - 4395458 FILE*

**CERTIFICATE OF FORMATION**
**OF**
**NRG CEDAR BAYOU DEVELOPMENT COMPANY, LLC**

1. Name: The name of the limited liability company is NRG Cedar Bayou Development Company, LLC.

2. Registered Office: The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

3. Organizer: The name and address of the sole organizer of the limited liability company is Lynne Przychodzki, NRG Energy, Inc., 211 Carnegie Center, Princeton, NJ 08540.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of NRG Cedar Bayou Development Company, LLC this 24th day of July, 2007.

/s/ Lynne Przychodzki
Lynne Przychodzki
Authorized Person

**Exhibit 3.206**

**LIMITED LIABILITY COMPANY AGREEMENT**
**OF**
**NRG CEDAR BAYOU DEVELOPMENT COMPANY, LLC**
**a Delaware Limited Liability Company**

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "**Agreement**") of NRG CEDAR BAYOU DEVELOPMENT COMPANY, LLC (the "**Company**"), dated as of July 25, 2007 is adopted by, and executed and agreed to, for good and valuable consideration, by the sole member of the Company, NRG Gas Development Company, LLC. a Delaware corporation.

**ARTICLE I**
**DEFINITIONS**

1.1 *Definitions.* As used in this Agreement, the following terms have the following meanings:

"Act" means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

"Agreement" has the meaning given that term in the introductory paragraph.

"Capital Contribution" means the aggregate contribution by a Member to the capital of the Company.

"Certificate" has the meaning given that term in Section 2.1.

"Company" means NRG Cedar Bayou Development, Company LLC, a Delaware limited liability company.

"Dispose," "Disposed," "Disposing" or "Disposition" means a sale, assignment, transfer, exchange, mortgage, pledge, grant of a security interest or other disposition or encumbrance (including, without limitation, by operation of law) or the acts thereof.

"Incapacity" or "Incapacitated" means (a) with respect to a natural person, the bankruptcy, death, incompetency or insanity of such person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

"Majority Members" means Members holding a majority of the Units owned by all Members or if there is only one Member, such Member.

"Member" means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

"Person" means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

"Proceeding" has the meaning given such term in Section 5.1.

"Units" means the units of each Member representing such Member's interest in the income, gains, losses, deductions and expenses of the Company as set forth on Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2 *Construction.* Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

## ARTICLE II
## ORGANIZATION

2.1 *Formation.* The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the "**Certificate**") under and pursuant to the Act.

2.2 *Name.* The name of the Company is "NRG Cedar Bayou Development Company, LLC" and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3 *Registered Office; Registered Agent; Principal Office; Other Offices.* The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4 *Purposes.* The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5 *Foreign Qualification.* Prior to the Company's conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6 *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7 *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8 *Unit Certificates.* The number of authorized Units shall initially be one thousand (1,000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, shall be recorded in a register thereof maintained by the Company, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine.

## ARTICLE III
## MEMBERS, UNITS AND DISTRIBUTIONS

3.1 *Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2 *Liability of Members.* Except as otherwise required by applicable law and as explicitly set forth in this Agreement, no Member shall have any personal liability whatsoever in its capacity as a Member, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other

obligations of the Company or for any losses of the Company, and therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein. To the extent that, at law or in equity, a Member or other Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or another Person, such Member or other Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement.

3.3 *Member Units.* Each Member's interest in the Company, including such Member's interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4 *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5 *Distributions.* Subject to the provision of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

## ARTICLE IV
## MANAGEMENT

4.1 *Management by the Members.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Majority Members, and the Majority Members shall make all decisions and take all actions for the Company.

4.2 *Actions by Members; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Majority Members shall act through (i) meetings and written consents pursuant to Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles (including, without limitation, chairman, chief executive officer, president, vice president, secretary, assistant secretary, treasurer and assistant treasurer) to any such Persons and delegate to such other individuals certain authority and duties. Any number of titles may be held by the same individual. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3 *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Majority Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4 *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5 *Conflicts of Interest.* Each Member and officer of the Company at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation to offer to the Company or any other Member or officer the right to participate therein. The Company may transact business with any Member, officer or affiliate thereof *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6 *Officers.*

(a) The Majority Members may, from time to time, designate one or more persons to be officers of the Company. No officer need be a resident of the State of Delaware, or a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

## ARTICLE V
## INDEMNIFICATION

5.1 *Exculpation.* Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, none of the Members, managers, or any other officers, directors, stockholders, partners, employees, affiliates, representatives, or agents of any of the foregoing, nor any officer, employee, representative or agent of the Company (individually, a "Covered Person" and collectively, the "Covered Persons") shall be liable to the Company or any other person bound by this Agreement for any act or omission (in relation to the Company, its property or the conduct of its business or affairs, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted by a Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

5.2 *Indemnification.* To the fullest extent permitted by law, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative ("Claims"), in which the Covered Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Section 5.2 with respect to (i) any

Claim with respect to which such Covered Person has engaged in fraud, willful misconduct, bad faith or gross negligence or (ii) any Claim initiated by such Covered Person unless such Claim (or part thereof) (A) was brought to enforce such Covered Person's rights to indemnification hereunder or (B) was authorized or consented to by the Board. Expenses incurred by a Covered Person in defending any Claim shall be paid by the Company in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Section 5.2.

5.3 *Amendments.* Any repeal or modification of this Article V by the Members shall not adversely affect any rights of such Covered Person pursuant to this Article V, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

## ARTICLE VI
## TAXES AND BOOKS

6.1 *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2 *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

## ARTICLE VII
## TRANSFERS

7.1 *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member's Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2 *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7.3 *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of

such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4 *Effect of Assignment.*

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5 *Effect of Incapacity.* Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

## ARTICLE VIII
## DISSOLUTION, LIQUIDATION AND TERMINATION

8.1 *Dissolution.* The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

(a) the written consent of the Majority Members; and

(b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or

(c) on the date set forth in the Certificate.

8.2 *Liquidation and Termination.* On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

(a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses

incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and

(b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3 *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

## ARTICLE IX
## GENERAL PROVISIONS

9.1 *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested or by delivering that writing to the recipient in person, by courier, or by facsimile transmission; and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it. All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

9.2 *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3 *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance

by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4 *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5 *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6 *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7 *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

* * * * * *

IN WITNESS WHEREOF, the sole Member has executed this Agreement as of the date first set forth above.

SOLE MEMBER:

**NRG Gas Development Company, LLC**
Its: Sole Member

By: /s/ Clint Freeland
Name: Clint Freeland
Title: President

***SCHEDULE A***

| MEMBERS | UNITS |
|---|---|
| NRG Gas Development Company, LLC | 1,000 |
| **TOTAL** | 1,000 |

**Exhibit 5.01**

KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

300 North LaSalle
Chicago, Illinois 60654

(312) 862-2000

Facsimile:
(312) 862-2200

www.kirkland.com

December 21, 2010

NRG Energy, Inc.
and the Guarantors set forth on Exhibits A, B, C and D
211 Carnegie Center
Princeton, New Jersey 08540

Re: Registration Statement on Form S-4

Ladies and Gentlemen:

We are issuing this opinion letter in our capacity as special legal counsel to NRG Energy, Inc., a Delaware corporation (the "Issuer"), the Delaware entities set forth on Exhibit A hereto (the "Delaware Guarantors"), the California entity set forth on Exhibit B hereto (the "California Guarantor"), the Texas entities set forth on Exhibit C hereto (the "Texas Guarantors") and the Minnesota entity set forth on Exhibit D hereto (the "Minnesota Guarantor," and together with the Delaware Guarantors, the California Guarantor and the Texas Guarantors, the "Guarantors"). The Guarantors and the Issuer are collectively referred to herein as the "Registrants." This opinion letter is being delivered in connection with the proposed registration of $1,100,000,000 in aggregate principal amount of the Issuer's 8.25% Senior Notes due 2020, Series B (the "Exchange Notes") pursuant to a Registration Statement on Form S-4 (as supplemented or amended, the "Registration Statement"), filed with the Securities and Exchange Commission (the "Commission") on December 21, 2010, under the Securities Act of 1933, as amended (the "Securities Act"). The Registration Statement is being filed in accordance with a Registration Rights Agreement entered into by the Issuer, the Guarantors and certain initial purchasers on August 20, 2010, and the Exchange Notes are being offered in exchange for $1,100,000,000 8.25% Senior Notes due 2020 issued by the Issuer on August 20, 2010 (the "Old Notes") through a private placement exempt from the registration requirements of the Securities Act.

The obligations of the Issuer under the Exchange Notes will be guaranteed by the Guarantors (the "Guarantees"). The Exchange Notes are to be issued pursuant to the Indenture (the "Base Indenture"), dated as of February 2, 2006, among the Issuer and Law Debenture Trust Company of New York, as trustee (the "Trustee"), as supplemented by the Thirty-Sixth Supplemental Indenture, dated as of August 20, 2010, among the Issuer, the Guarantors, certain other guarantors named therein and the Trustee (the "Thirty-Sixth Supplemental Indenture"), the Thirty-Seventh Supplemental Indenture, dated as of December 15, 2010, among the Issuer, the

Guarantors, certain other guarantors named therein and the Trustee (the "Thirty-Seventh Supplemental Indenture"), the Thirty-Eighth Supplemental Indenture, dated as of December 15, 2010, among the Issuer, the Guarantors, certain other guarantors named therein and the Trustee (the "Thirty-Eighth Supplemental Indenture"), the Thirty-Ninth Supplemental Indenture, dated as of December 15, 2010, among the Issuer, the Guarantors, certain other guarantors named therein and the Trustee (the "Thirty-Ninth Supplemental Indenture"), the Fortieth Supplemental Indenture, dated as of December 15, 2010, among the Issuer, the Guarantors, certain other guarantors named therein and the Trustee (the "Fortieth Supplemental Indenture"), and the Forty-First Supplemental Indenture, dated as of December 15, 2010, among the Issuer, the Guarantors, certain other guarantors named therein and the Trustee (the "Forty-First Supplemental Indenture" and together with the Thirty-Sixth Supplemental Indenture, the Thirty-Seventh Supplemental Indenture, the Thirty-Eighth Supplemental Indenture, the Thirty-Ninth Supplemental Indenture, the Fortieth Supplemental Indenture and the Base Indenture, the "Indenture").

In connection with issuing this opinion letter, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such documents, corporate records and other instruments as we have deemed necessary for the purposes of this opinion, including (i) resolutions of the Registrants with respect to the issuance of the Exchange Notes and the Guarantees, (ii) organizational documents of the Registrants, (iii) the Indenture and (iv) the Registration Statement.

For purposes of this opinion, we have assumed the authenticity of all documents submitted to us as originals, the conformity to the originals of all documents submitted to us as copies and the authenticity of the originals of all documents submitted to us as copies. We have also assumed the genuineness of the signatures of persons signing all documents in connection with which this opinion is rendered, the authority of such persons signing on behalf of the parties thereto and the due authorization, execution and delivery of all documents by the parties thereto. As to any facts material to the opinions expressed herein which we have not independently established or verified, we have relied upon statements and representations of officers and other representatives of the Registrants and others.

Our opinion expressed below is subject to the qualifications that we express no opinion as to the applicability of, compliance with, or effect of (i) any bankruptcy, insolvency, reorganization, fraudulent transfer, fraudulent conveyance, moratorium or other similar law affecting the enforcement of creditors' rights generally, (ii) general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law) or (iii) other commonly recognized statutory and judicial constraints on enforceability including statutes of limitations. In addition, we do not express any opinion as to the enforceability of any rights to contribution or indemnification which may be violative of public policy underlying any law, rule or regulation (including federal or state securities laws, rules or regulations) or the enforceability of Section 10.02 of the Thirty-Sixth Supplemental Indenture (the so-called "fraudulent conveyance or fraudulent transfer savings clause") (and any similar provision in any other document or agreement) to the extent such provisions purport to limit the amount of the

obligations of any party or the right to contribution of any other party with respect to such obligations.

Based upon and subject to the foregoing qualifications, assumptions and limitations and the further limitations set forth below, we are of the opinion that when (i) the Registration Statement becomes effective, (ii) the Indenture has been duly qualified under the Trust Indenture Act of 1939, as amended, and (iii) the Exchange Notes and the Guarantees have been duly executed and authenticated in accordance with the provisions of the Indenture and duly delivered to holders of the Old Notes in exchange for the Old Notes and the guarantees related thereto, the Exchange Notes will be validly issued and binding obligations of the Issuers and the Guarantees will be validly issued and binding obligations of the Guarantors.

We hereby consent to the filing of this opinion with the Commission as an exhibit to the Registration Statement. We also consent to the reference to our firm under the heading "Legal Matters" in the Registration Statement. In giving this consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission.

Our advice on every legal issue addressed in this letter is based exclusively on the law of the States of California, Delaware and New York or the federal law of the United States. The manner in which any particular issue relating to the opinions would be treated in any actual court case would depend in part on facts and circumstances particular to the case and would also depend on how the court involved chose to exercise the wide discretionary authority generally available to it. For purposes of our opinion that the Exchange Notes will be binding obligations of the Issuer and the Guarantees will be binding obligations of the Guarantors, we have, without conducting any research or investigation with respect thereto, relied on the opinions of (i) Vinson & Elkins LLP, with respect to the Texas Guarantors and (ii) Leonard, Street and Deinard, with respect to the Minnesota Guarantor for certain other matters under the laws of their respective states of organization. We have made no investigation of, and do not express or imply an opinion on, the laws of such states. This letter is not intended to guarantee the outcome of any legal dispute which may arise in the future. We are not qualified to practice law in the State of Delaware and our opinions herein regarding Delaware law are limited solely to our review of provisions of the General Corporation Law of the State of Delaware and the Limited Liability Company Act of the State of Delaware (including the statutory provisions, all applicable provisions of the Delaware constitution and reported judicial decisions interpreting the foregoing) which we consider normally applicable to transactions of this type, without our having made any special investigation as to the applicability of another statute, law, rule or regulation. None of the opinions or other advice contained in this letter considers or covers any foreign or state securities (or "blue sky") laws or regulations.

This opinion is limited to the specific issues addressed herein, and no opinion may be inferred or implied beyond that expressly stated herein. This opinion speaks only as of the date hereof and we assume no obligation to revise or supplement this opinion.

We have also assumed that the execution and delivery of the Indenture and the Exchange Notes and the performance by the Issuer and the Guarantors of their obligations thereunder do not and will not violate, conflict with or constitute a default under any agreement or instrument to which any Registrant is bound, except those agreements and instruments that have been identified by the Issuers and the Guarantors as being material to them and that have been filed as exhibits to the Registration Statement.

This opinion is furnished to you in connection with the filing of the Registration Statement and in accordance with the requirements of Item 601(b)(5)(i) of Regulation S-K promulgated under the Securities Act, and is not to be used, circulated, quoted or otherwise relied upon for any other purposes.

Very truly yours,

/s/ Kirkland & Ellis LLP

KIRKLAND & ELLIS LLP

**Exhibit A**

**Delaware Entities**

Arthur Kill Power LLC
Astoria Gas Turbine Power LLC
Berrians I Gas Turbine Power LLC
Big Cajun II Unit 4 LLC
Cabrillo Power I LLC
Cabrillo Power II LLC
Carbon Management Solutions LLC
Clean Edge Energy LLC
Conemaugh Power LLC
Connecticut Jet Power LLC
Cottonwood Development LLC
Cottonwood Generating Partners I LLC
Cottonwood Generating Partners II LLC
Cottonwood Generating Partners III LLC
Cottonwood Energy Company L.P.
Cottonwood Technology Partners LP
Devon Power LLC
Dunkirk Power LLC
El Segundo Power, LLC
El Segundo Power II, LLC
GCP Funding Company, LLC
Green Mountain Energy Company
Huntley IGCC LLC
Huntley Power LLC
Indian River IGCC LLC
Indian River Operations Inc.
Indian River Power LLC
James River Power LLC
Keystone Power LLC
Louisiana Generating LLC
Middletown Power LLC
Montville IGCC LLC
Montville Power LLC
NEO Freehold-Gen LLC
NEO Power Services Inc.
New Genco GP, LLC
Norwalk Power LLC
NRG Affiliate Services Inc.
NRG Artesian Energy LLC
NRG Arthur Kill Operations Inc.
NRG Astoria Gas Turbine Operations Inc.

NRG Bayou Cove LLC
NRG Cabrillo Power Operations Inc.
NRG California Peaker Operations LLC
NRG Cedar Bayou Development Company, LLC
NRG Connecticut Affiliate Services Inc.
NRG Construction LLC
NRG Devon Operations Inc.
NRG Dunkirk Operations Inc.
NRG El Segundo Operations Inc.
NRG Energy Services LLC
NRG Generation Holdings Inc.
NRG Huntley Operations Inc.
NRG International LLC
NRG MidAtlantic Affiliate Services Inc.
NRG Middletown Operations Inc.
NRG Montville Operations Inc.
NRG New Jersey Energy Sales LLC
NRG New Roads Holdings LLC
NRG North Central Operations Inc.
NRG Northeast Affiliate Services Inc.
NRG Norwalk Harbor Operations Inc.
NRG Operating Services, Inc.
NRG Oswego Harbor Power Operations Inc.
NRG Power Marketing LLC
NRG Retail LLC
NRG Saguaro Operations Inc.
NRG South Central Affiliate Services Inc.
NRG South Central Generating LLC
NRG South Central Operations Inc.
NRG Texas C&I Supply LLC
NRG Texas Holding Inc.
NRG Texas LLC
NRG Texas Power LLC
NRG West Coast LLC
NRG Western Affiliate Services Inc.
Oswego Harbor Power LLC
Pennywise Power LLC
RE Retail Receivable LLC
Reliant Energy Power Supply LLC
Reliant Energy Retail Holdings LLC
Reliant Energy Retail Services LLC
Reliant Energy Texas Retail LLC
RERH Holdings LLC

Saguaro Power LLC
Somerset Operations Inc.
Somerset Power LLC
Texas Genco Financing Corp.
Texas Genco LP, LLC
Texas Genco Operating Services LLC
Vienna Operations Inc.
Vienna Power LLC
WCP (Generation Holdings) LLC
West Coast Power LLC

**Exhibit B**

**California Entity**

Eastern Sierra Energy Company

**Exhibit C**

**Texas Entities**

Elbow Creek Wind Project LLC
Langford Wind Power, LLC
NRG South Texas LP
Texas Genco GP, LLC
Texas Genco Holdings, Inc.
Texas Genco Services, LP

**Exhibit D**

**Minnesota Entity**

NEO Corporation

**Exhibit 5.02**

December 21, 2010

NEO Corporation
211 Carnegie Center
Princeton, NJ 08540

**Re: Registration Statement on Form S-4**

Ladies and Gentlemen:

We are issuing this opinion letter in our capacity as special counsel to NEO Corporation, a Minnesota corporation (the "Guarantor"), in connection with the Guarantor's proposed guarantee, along with the other guarantors under the Indenture (as defined below), of $1,100,000,000 in aggregate principal amount of 8.25% Senior Notes due 2020, Series B (the "Notes"). The Notes are to be issued by NRG Energy, Inc., a Delaware corporation (the "Issuer"), in connection with an offering made pursuant to a Registration Statement on Form S-4 (such Registration Statement, as supplemented or amended, is hereinafter referred to as the "Registration Statement"), filed with the Securities and Exchange Commission (the "Commission") on December 21, 2010 under the Securities Act of 1933, as amended (the "Securities Act"). The Registration Statement is being filed in accordance with a Registration Rights Agreement entered into by the Issuer, the guarantors party thereto, including the Guarantor, and certain initial purchasers on August 20, 2010, and the Notes are being offered in exchange for $1,100,000,000 8.25% Senior Notes due 2020 issued by the Issuer on August 20, 2010 through a private placement exempt from the registration requirements of the Securities Act, all of which are eligible to be exchanged for the Notes. The obligations of the Issuer under the Notes will be guaranteed by the Guarantor (the "Guarantee"), jointly and severally with other guarantors. The Notes are to be issued pursuant to the Indenture ("Indenture"), dated as of February 2, 2006, between the Issuer and Law Debenture Trust Company of New York, as Trustee (the "Trustee"), as supplemented by the Thirty-Sixth Supplemental Indenture relating to the Notes, dated as of August 20, 2010 (the "Thirty-Sixth Supplemental Indenture"), among the Issuer, the guarantors set forth therein and the Trustee. The Guarantee is to be issued pursuant to the Indenture and the Thirty-Sixth Supplemental Indenture.

In connection with this opinion, we have examined originals, or copies certified or otherwise identified to our satisfaction, of the following documents, corporate records and other instruments: (i) the articles of incorporation and by-laws of the Guarantor, (ii) a unanimous written consent of the sole director of the Guarantor with respect to the issuance of the Guarantee and the execution of the Thirty-Sixth Supplemental Indenture, (iii) the Registration Statement, (iv) the Indenture and the Thirty-Sixth Supplemental Indenture and (v) the Notation of Guarantee dated August 20, 2010.

For purposes of this opinion, we have assumed the authenticity of all documents submitted to us as originals, the conformity to the originals of all documents submitted to us as copies and the authenticity of the originals of all documents submitted to us as copies. We have also assumed the genuineness of the signatures of persons signing all documents in connection with which this opinion is rendered, the authority of such persons signing on behalf of the parties thereto other than the Guarantor and the due authorization, execution and delivery of all documents by the parties thereto other than the Guarantor. As to any facts material to the opinions expressed herein which we have not independently established or verified, we have relied upon statements and representations of officers and other representatives of the Guarantor, public officials and others.

Our opinions expressed below are subject to the qualifications that we express no opinion as to the applicability of, compliance with, or effect of (i) any bankruptcy, insolvency, reorganization, fraudulent transfer, fraudulent conveyance, moratorium or other similar law affecting the enforcement of creditors' rights generally, (ii) general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law), (iii) public policy considerations which may limit the rights of parties to obtain certain remedies, (iv) any law except the laws of the State of Minnesota and the Minnesota case law decided thereunder and (v) the "Blue Sky" laws and regulations of Minnesota.

Based upon and subject to the assumptions, qualifications, assumptions and limitations and the further limitations set forth below, we are of the opinion that:

1. The Guarantor is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Minnesota.

2. The Indenture and the Thirty-Sixth Supplemental Indenture have been duly authorized, executed and delivered by the Guarantor. The Indenture and the Thirty-Sixth Supplemental Indenture are valid and binding obligations of the Guarantor and are enforceable against the Guarantor in accordance with their terms.

3. When the Notes have been duly executed and authenticated in accordance with the Indenture and the Thirty-Sixth Supplemental Indenture, and duly delivered to the holders thereof, the Guarantee of the Notes will be a valid and binding obligation of the Guarantor, enforceable against the Guarantor in accordance with its terms.

4. The execution and delivery of the Indenture and the Thirty-Sixth Supplemental Indenture by the Guarantor and the performance by the Guarantor of its obligations thereunder (including with respect to the Guarantee) do not conflict with or constitute or result in a breach or default under (or an event which with notice or the passage of time or both would constitute a default under) or result in the creation of a lien or encumbrance under or violation of any of (i) the articles of incorporation, bylaws or other organizational documents of the Guarantor or (ii) Applicable Laws. As used herein, "Applicable Laws" means those laws, rules and regulations of governmental authorities (other than those of counties, towns, municipalities and special political subdivisions) of the State of Minnesota which we, in the exercise of customary professional diligence, would

reasonably recognize as being applicable to the Guarantor and the transactions contemplated by the Indenture and the Thirty-Sixth Supplemental Indenture.

5. No consent, waiver, approval, authorization or order of any State of Minnesota court or governmental authority of the State of Minnesota or any political subdivision thereof is required pursuant to any Applicable Laws for the issuance by the Guarantor of the Guarantee.

Our opinion expressed in Paragraph 1 above with respect to the good standing of the Guarantor is based solely on a Certificate of Good Standing issued with respect to the Guarantor by the Secretary of State of Minnesota dated December 14, 2010.

This opinion is limited to the specific issues addressed herein, and no opinion may be inferred or implied beyond that expressly stated herein. We assume no obligation to revise or supplement this opinion should the present laws of the State of Minnesota be changed by legislative action, judicial decision or otherwise.

This opinion is furnished to you in connection with the filing by the Issuer of a Registration Statement on Form S-4 (the "Form S-4") which will be incorporated by reference into the Registration Statement and is not to be used, circulated, quoted or otherwise relied upon for any other purpose, except that Kirkland & Ellis LLP may rely on this opinion to the same extent as if it were an addressee hereof.

We hereby consent to the filing of this opinion with the commission as Exhibit 5.02 to the Form S-4. We also consent to the reference to our firm under the heading "Legal Matters" in the Registration Statement. In giving this consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

Very truly yours,

/s/ Leonard, Street and Deinard

LEONARD, STREET AND DEINARD
PROFESSIONAL ASSOCIATION

**Exhibit 5.03**

December 20, 2010

NRG South Texas LP,
Texas Genco Services, LP
Texas Genco Holdings, Inc.,
Texas Genco GP, LLC
Elbow Creek Wind Project LLC
Langford Wind Power, LLC
c/o NRG Energy, Inc.
211 Carnegie Center
Princeton, NJ 08540

RE: Registration Statement on Form S-4

Ladies and Gentlemen:

We are issuing this opinion letter in our capacity as special Texas counsel to NRG South Texas LP (formerly known as Texas Genco LP), a Texas limited partnership, Texas Genco Services, LP, a Texas limited partnership, Texas Genco Holdings, Inc., a Texas corporation, Texas Genco GP, LLC, a Texas limited liability company, Elbow Creek Wind Project LLC, a Texas limited liability company, and Langford Wind Power, LLC, a Texas limited liability company (collectively, the "Guarantors" and individually, a "Guarantor"), each Guarantor being a subsidiary of NRG Energy, Inc., a Delaware corporation (the "Issuer"), in connection with the Guarantors' proposed guarantee, along with the other guarantors under the Indenture (as defined below), of $1,100,000,000.00, in aggregate principal amount of the Issuer's 8.25% Senior Notes due 2020, Series B (the "Exchange Notes"). The Exchange Notes are to be issued by the Issuer in connection with an exchange offer to be made pursuant to a Registration Statement on Form S-4 (such registration statement, as amended, is hereinafter referred to as the "Registration Statement") to be filed with the Securities and Exchange Commission (the "Commission") on or about December 20, 2010, under the Securities Act of 1933, as amended (the "Securities Act"), pursuant to which the Exchange Notes are being exchanged for a like amount of the Issuer's outstanding 8.25% Senior Notes due 2020 (the "Old Notes"). The Exchange Notes are being issued pursuant to the Base Indenture the ("Base Indenture"), dated as of February 2, 2006, between the Issuer and Law Debenture Trust Company of New York, as Trustee (the "Trustee"), as supplemented by that certain Thirty-Sixth Supplemental Indenture, dated as of August 20, 2010 (the "Thirty-Sixth Supplemental Indenture"), among the Issuer, the Guarantors and other guarantors party thereto and the Trustee (the Base Indenture, as so supplemented by the Thirty-Sixth Supplemental Indenture, the "Indenture"). Pursuant to the Indenture, the Guarantors, along

with such other guarantors, will guarantee the obligations of the Issuer under the Exchange Notes.

In that connection, we have examined originals, or copies certified or otherwise identified to our satisfaction, of the following: (i) the organizational documents of each of the Guarantors, (ii) resolutions adopted by the board of directors or managers of each of the Guarantors or its general partner with respect to, among other things, the execution and delivery by the Guarantors of the Thirty-Sixth Supplemental Indenture, (iii) the Registration Statement, and (iv) the Base Indenture and the Thirty-Sixth Supplemental Indenture. We have also examined such other documents and certificates and such matters of law as we have deemed necessary for the purposes of this opinion.

In such examination, we have assumed the authenticity of all documents submitted to us as originals and the conformity to the originals of all documents submitted to us as certified or photostatic copies. We have also assumed the genuineness of the signatures of persons signing all documents in connection with which this opinion is rendered. As to any facts material to the opinions expressed herein, we have made no independent investigation of such facts and have relied upon statements and representations of officers and other representatives of Guarantors, public officials and others.

Our opinions expressed below are subject to the qualifications that we express no opinion as to the applicability of, compliance with, or effect of (i) any bankruptcy, insolvency, reorganization, fraudulent transfer, fraudulent conveyance, moratorium or other similar law affecting the enforcement of creditors' rights generally, (ii) general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law), (iii) public policy considerations which may limit the rights of parties to obtain certain remedies, (iv) any law except the laws of the State of Texas, and (v) the securities or "blue sky" laws and regulations of the State of Texas.

Based upon the foregoing and subject to the assumptions, qualifications, and limitations set forth herein, we are of the opinion that:

1. The Thirty-Sixth Supplemental Indenture has been duly authorized, executed and delivered by the Guarantors.

2. When the Exchange Notes have been issued by the Issuer and authenticated in accordance with the Indenture, and delivered to the purchasers thereof in exchange for the Old Notes and guarantees related thereto as contemplated by the Registration Statement, the guarantee by each of the Guarantors of the obligations of the Issuer under the Exchange Notes pursuant to the provisions of the Indenture will be a binding obligation of such Guarantor.

The opinions expressed in this letter are limited to the specific issues addressed herein, and no opinion is implied or may be inferred beyond that expressly stated herein. This opinion letter is rendered as of its date, and we expressly disclaim any obligation to update this letter after the date hereof.

This opinion is furnished to you in connection with the filing of the Registration Statement and is not to be used, circulated, quoted or otherwise relied upon for any other purpose, except that Kirkland & Ellis LLP may rely on this opinion to the same extent as if it were an addressee hereof.

We hereby consent to the filing of this opinion with the Commission as Exhibit 5.3 to the Registration Statement. We also consent to the reference to our firm under the heading "Legal Matters" in the Registration Statement. In giving this consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

Very Truly Yours

/s/ Vinson & Elkins, L.L.P.

VINSON & ELKINS, L.L.P.

**Exhibit 12.01**

**NRG Energy, Inc.**
**COMPUTATION OF RATIO OF EARNINGS TO FIXED CHARGES**

| | For the Nine Months Ended September 30, | | For the Year Ended December 31, | | | | |
|---|---|---|---|---|---|---|---|
| | 2010 | 2009 | 2009 | 2008 | 2007 | 2006 | 2005 |
| | (In millions, except ratio) | | | | | | |
| **Earnings:** | | | | | | | |
| Income from continuing operations before income tax | $ 762 | $ 1,522 | $ 1,669 | $ 1,766 | $ 933 | $ 861 | $ 110 |
| Net loss attributable to noncontrolling interest | (1) | (1) | (1) | — | — | — | — |
| **Less:** | | | | | | | |
| Undistributed equity in earnings of unconsolidated affiliates | (41) | (33) | (41) | (44) | (33) | (33) | (8) |
| Capitalized interest | (11) | (31) | (37) | (45) | (11) | (5) | — |
| **Add:** | | | | | | | |
| Fixed charges | 493 | 514 | 703 | 634 | 715 | 603 | 180 |
| Amortization of capitalized interest | 3 | 2 | 3 | 1 | — | — | — |
| **Total Earnings:** | $ 1,205 | $ 1,973 | $ 2,296 | $ 2,312 | $ 1,604 | $ 1,426 | $ 282 |
| **Fixed Charges:** | | | | | | | |
| Interest expense | $ 447 | $ 441 | $ 610 | $ 546 | $ 657 | $ 562 | $ 166 |
| Interest capitalized | 11 | 31 | 37 | 45 | 11 | 5 | — |
| Amortization of debt issuance costs | 18 | 24 | 31 | 22 | 26 | 22 | 6 |
| Amortization of debt discount/(premiums) | 5 | 10 | 13 | 15 | 19 | 10 | 5 |
| Approximation of interest in rental expense | 12 | 8 | 12 | 6 | 2 | 4 | 3 |
| **Total Fixed Charges:** | $ 493 | $ 514 | $ 703 | $ 634 | $ 715 | $ 603 | $ 180 |
| **Ratio of Earnings to Combined Fixed Charges** | 2.44 | 3.84 | 3.27 | 3.65 | 2.24 | 2.36 | 1.57 |

**Exhibit 21.01**

| Company Name | Domestic Jurisdiction | Formation Date | Federal Tax ID |
|---|---|---|---|
| Alpine SunTower, LLC | Delaware | 2/26/2008 | 26-2398932 |
| Arthur Kill Gas Turbines LLC | Delaware | 12/5/2007 | 26-1520660 |
| Arthur Kill Power LLC | Delaware | 3/11/1999 | 41-1937469 |
| Astoria Gas Turbine Power LLC | Delaware | 3/11/1999 | 41-1937470 |
| Bayou Cove Peaking Power, LLC | Delaware | 9/11/2000 | 36-4498942 |
| Berrians I Gas Turbine Power LLC | Delaware | 6/4/2001 | 41-2008755 |
| Big Cajun I Peaking Power LLC | Delaware | 7/28/2000 | 41-1984052 |
| Big Cajun II Unit 4 LLC | Delaware | 9/14/2001 | 41-2018822 |
| Big Rock SunTower, LLC | Delaware | 11/27/2007 | 26-2397652 |
| bioNRG Tonawanda Inc. | Delaware | 12/18/2007 | 26-1598083 |
| Bluewater Nautilus, LLC | Delaware | 9/14/2009 | 27-1436253 |
| Bluewater Wind Delaware LLC | Delaware | 9/18/2006 | 20-5760002 |
| Bluewater Wind Maryland LLC | Delaware | 10/19/2007 | 27-1436423 |
| Bluewater Wind New Jersey Energy LLC | Delaware | 12/3/2007 | 27-1436369 |
| Cabrillo Power I LLC | Delaware | 12/11/1998 | 76-0595964 |
| Cabrillo Power II LLC | Delaware | 12/11/1998 | 76-0595963 |
| Camas Power Boiler Limited Partnership | Oregon | 2/6/1990 | 93-1025546 |
| Camas Power Boiler, Inc. | Oregon | 2/6/1990 | 93-1025544 |
| Carbon Management Solutions LLC | Delaware | 3/29/2010 | 27-2338021 |
| Carlsbad Energy Center LLC | Delaware | 8/14/2007 | 26-0731286 |
| Chickahominy River Energy Corp. | Virginia | 6/2/1988 | 13-3469941 |
| Clean Edge Energy LLC | Delaware | 3/30/2010 | 27-2244275 |
| Cody SunTower, LLC | Delaware | 10/16/2008 | 26-3573004 |
| Commonwealth Atlantic Power LLC | Delaware | 7/16/2001 | 41-2013264 |
| Conemaugh Fuels, LLC | Delaware | 7/12/2002 | 13-4210287 |
| Conemaugh Power LLC | Delaware | 5/8/2000 | 41-1973743 |
| Connecticut Jet Power LLC | Delaware | 7/30/1999 | 41-1949386 |
| Cottonwood Development LLC | Delaware | 12/28/1999 | 52-2220177 |
| Cottonwood Energy Company L.P. | Delaware | 6/29/2000 | 76-0635621 |
| Cottonwood Generating Partners I LLC | Delaware | 3/1/2000 | 76-0635620 |
| Cottonwood Generating Partners II LLC | Delaware | 3/1/2000 | 52-2236732 |
| Cottonwood Generating Partners III LLC | Delaware | 3/1/2000 | 52-2236738 |
| Cottonwood Technology Partners LP | Delaware | 11/27/2000 | 76-0669423 |
| Desert View SunTower, LLC | Delaware | 2/26/2008 | 26-2397883 |
| Devon Power LLC | Delaware | 7/30/1999 | 41-1949385 |
| Dunkirk Power LLC | Delaware | 3/10/1999 | 41-1937466 |
| Eastern Sierra Energy Company | California | 3/28/1988 | 33-0299028 |
| El Segundo Energy Center LLC | Delaware | 2/26/2008 | 26-2075294 |
| El Segundo Power II LLC | Delaware | 11/14/2000 | 76-0663675 |
| El Segundo Power, LLC | Delaware | 11/25/1997 | 41-1893999 |
| Elbow Creek Wind Project LLC | Texas | 1/18/2007 | 26-0765836 |
| Energy Investors Fund, L.P. | Delaware | 1/6/1988 | 04-2994208 |
| Energy National, Inc. | Utah | 9/13/1984 | 87-0413354 |
| Enifund, Inc. | Utah | 4/22/1988 | 87-0459854 |

| Company Name | Domestic Jurisdiction | Formation Date | Federal Tax ID |
|---|---|---|---|
| Enigen, Inc. | Utah | 8/17/1987 | 87-0449760 |
| ESOCO Molokai, Inc. | Utah | 2/6/1990 | 93-1022167 |
| ESOCO, Inc. | Utah | 2/1/1989 | 87-0463636 |
| Fairmont SunTower, LLC | Delaware | 2/26/2008 | 26-2398612 |
| GCE Holding LLC | Connecticut | 2/13/2009 | 26-4317212 |
| GCP Funding Company, LLC | Delaware | 10/18/2004 | 02-0732615 |
| GenConn Devon LLC | Connecticut | 7/23/2008 | — |
| GenConn Energy LLC | Connecticut | 1/30/2008 | 26-2589018 |
| GenConn Middletown LLC | Connecticut | 7/23/2008 | — |
| Gladstone Power Station Joint Venture | Australia | 3/30/1994 | 98-0152596 |
| Granite II Holding, LLC | Delaware | 7/16/1999 | 22-3685720 |
| Granite Power Partners II, L.P. | Delaware | 1/31/1996 | 22-3419844 |
| Green Mountain Energy Company | Delaware | 3/3/1999 | 03-0360441 |
| Gröbener Logistick GmbH - Spedition, Handel und Transport | Germany | 3/9/1993 | — |
| Hanover Energy Company | California | 11/15/1988 | 33-0334380 |
| Huntley IGCC LLC | Delaware | 6/23/2006 | 20-5080480 |
| Huntley Power LLC | Delaware | 3/10/1999 | 41-1937468 |
| Indian River IGCC LLC | Delaware | 6/23/2006 | 20-5080561 |
| Indian River Operations Inc. | Delaware | 5/8/2000 | 41-1973349 |
| Indian River Power LLC | Delaware | 5/8/2000 | 41-1973747 |
| Jackson Valley Energy Partners, L.P. | California | 5/21/1991 | 68-0249058 |
| James River Power LLC | Delaware | 7/16/2001 | 41-2013263 |
| Kaufman Cogen LP | Delaware | 5/24/1999 | 76-0606757 |
| Keystone Fuels, LLC | Delaware | 10/24/2000 | 25-1885290 |
| Keystone Power LLC | Delaware | 5/8/2000 | 41-1973744 |
| Kraftwerk Schkopau Betriebsgesellschaft mbH | Germany | 12/10/1993 | 98-0152597 |
| Kraftwerk Schkopau GbR | Germany | 9/1/1992 | 98-0152651 |
| Lake Erie Properties Inc. | Delaware | 4/7/2006 | 20-5821703 |
| Lambique Beheer B.V. | Netherlands | 1/6/1977 | 98-0173523 |
| Langford Wind Power, LLC | Texas | 10/16/2007 | 26-4418527 |
| Long Beach Generation LLC | Delaware | 2/4/1998 | 41-1899713 |
| Long Beach Peakers LLC | Delaware | 2/9/2007 | 20-8427305 |
| Long Beach Power LLC | Delaware | 12/21/2006 | 20-8355015 |
| Louisiana Generating LLC | Delaware | 6/14/1996 | 41-1870498 |
| LSP-Nelson Energy, LLC | Delaware | 3/1/1999 | 22-3641212 |
| Meriden Gas Turbines LLC | Delaware | 12/20/2000 | 41-1991989 |
| Middletown Power LLC | Delaware | 7/30/1999 | 41-1949384 |
| Montville IGCC LLC | Delaware | 6/23/2006 | 20-5080863 |
| Montville Power LLC | Delaware | 7/30/1999 | 41-1949383 |
| NEO Chester-Gen LLC | Delaware | 7/13/2000 | 41-1980236 |
| NEO Corporation | Minnesota | 5/27/1993 | 41-1753235 |
| NEO Freehold-Gen LLC | Delaware | 7/13/2000 | 41-1980237 |
| NEO Power Services Inc. | Delaware | 4/11/2000 | 23-3043507 |

| Company Name | Domestic Jurisdiction | Formation Date | Federal Tax ID |
|---|---|---|---|
| Netherlands Antilles Holdco | Netherlands Antilles | 12/9/1999 | — |
| Netherlands Holdco | Netherlands | 12/9/1999 | — |
| New Genco GP, LLC | Delaware | 7/26/2004 | 02-0732611 |
| New Mexico SunTower, LLC | Delaware | 10/14/2008 | 26-3543476 |
| NINA Construction LLC | Delaware | 11/23/2009 | 27-1374341 |
| NINA Modularization LLC | Delaware | 11/23/2009 | 27-1374392 |
| NINA Nuclear Training LLC | Delaware | 11/23/2009 | 27-1374461 |
| NINA Texas 3 LLC | Delaware | 2/28/2008 | 26-2094997 |
| NINA Texas 4 LLC | Delaware | 2/28/2008 | 26-2095092 |
| Norwalk Power LLC | Delaware | 7/30/1999 | 41-1949381 |
| NRG Affiliate Services Inc. | Delaware | 1/11/2000 | 41-1960764 |
| NRG Alta Vista LLC | Delaware | 2/17/2009 | 26-4322511 |
| NRG Artesian Energy LLC | Delaware | 3/29/2010 | 27-2243660 |
| NRG Arthur Kill Operations Inc. | Delaware | 4/29/1999 | 41-1939116 |
| NRG Asia-Pacific, Ltd. | Delaware | 4/23/1993 | 98-0138856 |
| NRG Astoria Gas Turbine Operations Inc. | Delaware | 4/29/1999 | 41-1939115 |
| NRG Astoria Power LLC | Delaware | 4/21/2008 | 26-2463416 |
| NRG Audrain Generating LLC | Delaware | 10/21/1999 | 56-2165136 |
| NRG Audrain Holding LLC | Delaware | 6/6/2001 | 41-2008837 |
| NRG Bayou Cove LLC | Delaware | 9/10/2001 | 41-2016940 |
| NRG Bluewater Holdings LLC | Delaware | 10/27/2009 | 27-1204315 |
| NRG Bourbonnais Equipment LLC | Delaware | 12/7/2001 | 41-2022362 |
| NRG Bourbonnais LLC | Illinois | 3/2/2000 | 36-4350845 |
| NRG Brazos Valley GP LLC | Delaware | 5/24/2001 | 41-2007665 |
| NRG Brazos Valley LP LLC | Delaware | 5/24/2001 | 41-2007664 |
| NRG Cabrillo Power Operations Inc. | Delaware | 4/19/1999 | 41-1938132 |
| NRG Cadillac Inc. | Delaware | 4/15/1997 | 41-1880434 |
| NRG Cadillac Operations Inc. | Delaware | 8/15/1997 | 41-1910726 |
| NRG California Peaker Operations LLC | Delaware | 5/20/2003 | 20-0088453 |
| NRG Capital II LLC | Delaware | 4/22/2002 | 68-0500326 |
| NRG Carlsbad Equipment Company LLC | Nevada | 10/19/2007 | 26-1303119 |
| NRG Caymans Company | Cayman Islands | 12/7/1999 | — |
| NRG Caymans-C | Cayman Islands | 12/9/1999 | — |
| NRG Caymans-P | Cayman Islands | 12/9/1999 | — |
| NRG Cedar Bayou Development Company, LLC | Delaware | 7/25/2007 | 26-0601018 |
| NRG Coal Development Company LLC | Delaware | 2/8/2008 | 26-1948635 |
| NRG ComLease LLC | Delaware | 10/3/2000 | 41-1985255 |
| NRG Common Stock Finance I LLC | Delaware | 7/31/2006 | 20-5303763 |
| NRG Common Stock Finance II LLC | Delaware | 7/31/2006 | 20-5303766 |
| NRG Connecticut Affiliate Services Inc. | Delaware | 9/23/1999 | 41-1952333 |
| NRG Connecticut Peaking Development LLC | Delaware | 1/24/2008 | 26-1892200 |
| NRG Construction LLC | Delaware | 7/5/2007 | 26-0496159 |

| Company Name | Domestic Jurisdiction | Formation Date | Federal Tax ID |
|---|---|---|---|
| NRG Development Company Inc. | Delaware | 8/30/1999 | 41-1959656 |
| NRG Devon Operations Inc. | Delaware | 8/23/1999 | 41-1950239 |
| NRG Dunkirk Operations Inc. | Delaware | 4/29/1999 | 41-1939114 |
| NRG El Segundo Equipment Company LLC | Nevada | 5/5/2008 | 26-2568573 |
| NRG El Segundo Operations Inc. | Delaware | 1/20/1998 | 41-1929997 |
| NRG Electricity Sales Princeton LLC | Delaware | 11/13/2009 | 27-1345886 |
| NRG Energy Center Dover LLC | Delaware | 7/12/2000 | 41-1980179 |
| NRG Energy Center Harrisburg LLC | Delaware | 4/25/2000 | 41-1972448 |
| NRG Energy Center HCEC LLC | Delaware | 9/23/2009 | 27-1018839 |
| NRG Energy Center Minneapolis LLC | Delaware | 10/27/1999 | 41-1957382 |
| NRG Energy Center Paxton LLC | Delaware | 4/25/2000 | 41-1972450 |
| NRG Energy Center Pittsburgh LLC | Delaware | 10/25/1999 | 41-1957384 |
| NRG Energy Center Princeton LLC | Delaware | 11/13/2009 | 27-1345963 |
| NRG Energy Center San Diego LLC | Delaware | 10/27/1999 | 41-1957379 |
| NRG Energy Center San Francisco LLC | Delaware | 7/30/1991 | 34-1685955 |
| NRG Energy Center Smyrna LLC | Delaware | 12/20/2001 | 26-0035999 |
| NRG Energy Insurance, Ltd. | Cayman Islands | 8/9/2001 | 68-0567205 |
| NRG Energy Jackson Valley I, Inc. | California | 4/10/1991 | 68-0249171 |
| NRG Energy Jackson Valley II, Inc. | California | 4/10/1991 | 68-0249172 |
| NRG Energy Services LLC | Delaware | 12/24/2002 | 41-1978725 |
| NRG Energy, Inc. | Delaware | 5/29/1992 | 41-1724239 |
| NRG Equipment Company LLC | Nevada | 9/19/2007 | 26-1132757 |
| NRG Gas Development Company, LLC | Delaware | 7/25/2007 | 26-0600917 |
| NRG Gaskell LLC | Delaware | 2/17/2009 | 26-4322598 |
| NRG Generation Holdings, Inc. | Delaware | 11/22/2004 | 20-1911335 |
| NRG Gladstone Operating Services Pty Ltd | Australia | 9/23/1993 | — |
| NRG Granite Acquisition LLC | Delaware | 11/3/2000 | 41-1990640 |
| NRG Harrisburg Cooling LLC | Delaware | 1/30/2007 | 20-8354920 |
| NRG Holdings, Inc. | Delaware | 5/17/2007 | 26-0207189 |
| NRG Huntley Operations Inc. | Delaware | 4/29/1999 | 41-1939118 |
| NRG Ilion Limited Partnership | Delaware | 11/9/1990 | 36-3783670 |
| NRG Ilion LP LLC | Delaware | 7/10/2001 | 41-2016939 |
| NRG International II Inc. | Delaware | 12/4/1997 | 41-1893527 |
| NRG International III Inc. | Delaware | 11/17/2000 | 41-1988391 |
| NRG International LLC | Delaware | 10/21/1992 | 41-1744096 |
| NRG Kaufman LLC | Delaware | 12/11/2000 | 74-2982419 |
| NRG Latin America Inc. | Delaware | 8/18/1997 | 41-1910733 |
| NRG Limestone 3, LLC | Delaware | 2/8/2008 | 26-1948742 |
| NRG Maintenance Services LLC | Delaware | 12/21/2006 | 20-8088165 |
| NRG Merger Sub, Inc. | Delaware | 5/17/2007 | 26-0524114 |
| NRG Mesquite LLC | Delaware | 12/11/2000 | 74-2982421 |
| NRG Mextrans Inc. | Delaware | 9/21/1999 | 41-1951078 |
| NRG MidAtlantic Affiliate Services Inc. | Delaware | 2/14/2001 | 41-1996587 |
| NRG Middletown Operations Inc. | Delaware | 8/23/1999 | 41-1950236 |

| Company Name | Domestic Jurisdiction | Formation Date | Federal Tax ID |
|---|---|---|---|
| NRG Montville Operations Inc. | Delaware | 8/23/1999 | 41-1950237 |
| NRG Nelson Turbines LLC | Delaware | 2/19/2002 | 01-0601096 |
| NRG New Jersey Energy Sales LLC | Delaware | 3/22/2002 | 03-0412726 |
| NRG New Roads Holdings LLC | Delaware | 3/7/2000 | 41-1968966 |
| NRG NM Suntower LLC | Delaware | 2/17/2009 | 26-4322654 |
| NRG North Central Operations Inc. | Delaware | 4/20/2001 | 41-2004025 |
| NRG Northeast Affiliate Services Inc. | Delaware | 5/19/1999 | 41-1940300 |
| NRG Norwalk Harbor Operations Inc. | Delaware | 8/23/1999 | 41-1950238 |
| NRG Old Bridge Properties LLC | Delaware | 12/9/2009 | — |
| NRG Operating Services, Inc. | Delaware | 10/21/1992 | 41-1744095 |
| NRG Oswego Harbor Power Operations Inc. | Delaware | 4/29/1999 | 41-1939117 |
| NRG PacGen Inc. | Delaware | 10/28/1997 | 41-1889830 |
| NRG Peaker Finance Company LLC | Delaware | 4/1/2002 | 47-0861187 |
| NRG Power Marketing LLC | Delaware | 12/31/2007 | 41-1910737 |
| NRG Procurement Company LLC | Nevada | 9/20/2007 | 26-1141486 |
| NRG Repowering Holdings LLC | Delaware | 12/18/2007 | 26-1597964 |
| NRG Retail LLC | Delaware | 2/24/2009 | 26-4341161 |
| NRG Rockford Acquisition LLC | Delaware | 7/6/2001 | 41-2011003 |
| NRG Rockford Equipment II LLC | Illinois | 9/15/2000 | 36-4397486 |
| NRG Rockford Equipment LLC | Illinois | 2/4/2000 | 36-4345222 |
| NRG Rockford II LLC | Illinois | 9/15/2000 | 36-4397489 |
| NRG Rockford LLC | Illinois | 12/14/1999 | 36-4344520 |
| NRG Rocky Road LLC | Delaware | 10/4/1999 | 41-1959448 |
| NRG Saguaro Operations Inc. | Delaware | 7/16/2001 | 41-2013262 |
| NRG SanGencisco LLC | Delaware | 7/2/2008 | 26-2932115 |
| NRG Services Corporation | Delaware | 6/6/1996 | 41-1841627 |
| NRG Sherbino LLC | Delaware | 8/14/2007 | 260720440 |
| NRG Solar Blythe LLC | Delaware | 12/18/2007 | 27-0579600 |
| NRG Solar LLC | Delaware | 2/17/2009 | 26-4322315 |
| NRG Solar PV LLC | Delaware | 10/8/2009 | 27-1090637 |
| NRG Solar Wharton LLC | Delaware | 10/8/2009 | 27-1090780 |
| NRG South Central Affiliate Services Inc. | Delaware | 2/14/2001 | 41-1996193 |
| NRG South Central Generating LLC | Delaware | 1/12/2000 | 41-1963217 |
| NRG South Central Operations Inc. | Delaware | 3/29/2001 | 41-2002465 |
| NRG South Texas LP | Texas | 12/21/2001 | 30-0083668 |
| NRG Southaven LLC | Delaware | 3/10/2008 | 26-2181801 |
| NRG Southern California Holdings LLC | Delaware | 7/18/2008 | 26-3042402 |
| NRG Sterlington Power LLC | Delaware | 11/13/1998 | 41-1991996 |
| NRG Telogia Power LLC | Delaware | 7/18/2001 | 41-2012520 |
| NRG Texas C&I Supply LLC | Delaware | 3/27/2009 | 26-4555466 |
| NRG Texas Holding Inc. | Delaware | 4/27/2009 | 26-4775586 |
| NRG Texas LLC | Delaware | 7/19/2004 | 20-1504355 |
| NRG Texas Power LLC | Delaware | 6/28/2007 | 34-2019301 |
| NRG Texas Retail LLC | Delaware | 9/19/2007 | 26-1109801 |

| Company Name | Domestic Jurisdiction | Formation Date | Federal Tax ID |
|---|---|---|---|
| NRG Thermal LLC | Delaware | 10/25/1999 | 41-1956605 |
| NRG Thermal Solar LLC | Delaware | 2/17/2009 | 26-4322407 |
| NRG Victoria I Pty Ltd | Australia | 12/10/1996 | — |
| NRG West Coast LLC | Delaware | 12/31/2002 | 41-1942517 |
| NRG Western Affiliate Services Inc. | Delaware | 8/27/1999 | 41-1949168 |
| NRG Wind Development Company, LLC | Delaware | 7/25/2007 | 260600506 |
| NRGenerating German Holdings GmbH | Switzerland | 5/16/2001 | — |
| NRGenerating II (Gibraltar) | Gibraltar | 10/6/2000 | — |
| NRGenerating International B.V. | Netherlands | 7/15/1993 | 98-0173523 |
| NRGenerating Luxembourg (No. 1) S.a.r.l. | Luxembourg | 8/8/2000 | — |
| NRGenerating Luxembourg (No. 2) S.a.r.l. | Luxembourg | 8/8/2000 | — |
| Nuclear Innovation North America Investments LLC | Delaware | 2/28/2008 | 26-2094901 |
| Nuclear Innovation North America LLC | Delaware | 2/28/2008 | 26-2094798 |
| O Brien Cogeneration, Inc. II | Delaware | 12/31/1985 | 23-2414656 |
| ONSITE Energy, Inc. | Oregon | 1/22/1986 | 93-0910742 |
| Oswego Harbor Power LLC | Delaware | 3/30/1999 | 41-1937465 |
| P.T. Dayalistrik Pratama | Indonesia | 5/15/1996 | 41-1854674 |
| Pacific Crockett Holdings, Inc. | Oregon | 2/14/1991 | 93-1050641 |
| Pacific Generation Company | Oregon | 8/3/1984 | 93-0886652 |
| Pacific Generation Holdings Company | Oregon | 1/12/1995 | 93-1191560 |
| Pacific-Mt. Poso Corporation | Oregon | 6/8/1987 | 93-0970468 |
| Pennywise Power LLC (f.k.a. Reliant Energy Services Texas LLC) | Delaware | 10/15/2008 | 26-3576629 |
| Project Finance Fund III, L.P. | Delaware | 10/28/1994 | 04-3277978 |
| RE Retail Receivables, LLC | Delaware | 6/12/2002 | 41-2046596 |
| Reliant Energy Power Supply, LLC | Delaware | 4/17/2006 | 204823108 |
| Reliant Energy Retail Holdings, LLC | Delaware | 8/25/2000 | 76-0655580 |
| Reliant Energy Retail Services, LLC | Delaware | 8/25/2000 | 76-0655567 |
| Reliant Energy Texas Retail, LLC | Delaware | 10/14/2008 | 26-3576595 |
| RERH Holdings, LLC | Delaware | 7/17/2006 | 205222227 |
| Roadrunner SunTower, LLC | Delaware | 10/16/2008 | — |
| Saale Energie GmbH | Germany | 11/10/1993 | 98-0152604 |
| Saale Energie Services GmbH | Germany | 12/16/1994 | 98-0152606 |
| Sachsen Holding B.V. | Netherlands | 2/4/1994 | 98-0173523 |
| Saguaro Power Company, a Limited Partnership | California | 4/10/1989 | 33-0365673 |
| Saguaro Power LLC | Delaware | 7/16/2001 | 41-2013654 |
| San Joaquin Valley Energy I, Inc. | California | 1/21/1992 | 77-0314978 |
| San Joaquin Valley Energy IV, Inc. | California | 4/29/1992 | 77-0314979 |
| San Joaquin Valley Energy Partners I, L.P | California | 4/30/1992 | 68-0280124 |
| Sherbino I Wind Farm LLC | Delaware | 7/25/2007 | — |
| Somerset Operations Inc. | Delaware | 11/17/1998 | 41-1923722 |
| Somerset Power LLC | Delaware | 11/17/1998 | 41-1924606 |

| Company Name | Domestic Jurisdiction | Formation Date | Federal Tax ID |
|---|---|---|---|
| Statoil Energy Power/Pennsylvania, Inc. | Pennsylvania | 11/21/1991 | 23-2669588 |
| Sunshine State Power (No. 2) B.V. | Netherlands | 2/24/1994 | 98-0173523 |
| Sunshine State Power B.V. | Netherlands | 11/11/1993 | 98-0173523 |
| Tacoma Energy Recovery Company | Delaware | 6/24/1999 | 41-1963106 |
| Texas Genco Financing Corp. | Delaware | 11/24/2004 | 27-0110393 |
| Texas Genco GP, LLC | Texas | 12/18/2001 | 75-3013803 |
| Texas Genco Holdings, Inc. | Texas | 8/24/2001 | 76-0695920 |
| Texas Genco LP, LLC | Delaware | 12/18/2001 | 30-0381697 |
| Texas Genco Operating Services LLC | Delaware | 10/7/2004 | 75-3172707 |
| Texas Genco Services, LP | Texas | 11/18/2003 | 38-3694336 |
| Turners Falls Limited Partnership | Delaware | 6/19/1987 | 36-3530599 |
| Vienna Operations Inc. | Delaware | 5/8/2000 | 41-1973351 |
| Vienna Power LLC | Delaware | 5/8/2000 | 41-1973745 |
| WCP (Generation) Holdings LLC | Delaware | 6/17/1999 | 74-2922374 |
| West Coast Power LLC | Delaware | 2/9/1999 | 36-4301246 |

**Exhibit 23.04**

**Consent of Independent Registered Public Accounting Firm**

The Board of Directors
NRG Energy, Inc.:

We consent to the use of our reports dated February 23, 2010, with respect to the consolidated balance sheets of NRG Energy, Inc. as of December 31, 2009 and 2008, and the related consolidated statements of operations, stockholders' equity and comprehensive income (loss), and cash flows, for each of the years in the three-year period ended December 31, 2009, and related financial statement schedule, and the effectiveness of internal control over financial reporting as of December 31, 2009, incorporated by reference in the registration statement on Form S-4 for $1,100,000,000 8.25% Senior Notes due 2020 Series B. We also consent to the reference to our firm under the heading "Experts" in this registration statement.

Our report refers to the Company's adoption of Statement of Financial Accounting Standards (SFAS) 141R, *Business Combinations* (incorporated into Accounting Standards Codification (ASC) Topic 805, *Business Combinations*), and the Company's adoption of SFAS No. 160, *Noncontrolling Interests in Consolidated Financial Statements — an amendment of ARB No. 51, Consolidated Financial Statements* (incorporated into ASC Topic 810, *Consolidation*), and the Company's adoption of Financial Accounting Standards Board Staff Position (FSP FAS) 141R-1, *Accounting for Assets and Liabilities Assumed in a Business Combination That Arise from Contingencies* (incorporated into ASC Topic 805, *Business Combinations*), and the Company's adoption of FSP Accounting Principles Board (APB) No. 14-1, *Accounting for Convertible Debt Instruments That May Be Settled in Cash upon Conversion (Including Partial Cash Settlements)* (incorporated into ASC Topic 825, *Financial Instruments*), effective January 1, 2009; and the Company's adoption of SFAS No. 157, *Fair Value Measurements* (incorporated into ASC Topic 820, *Fair Value Measurements and Disclosures*), effective January 1, 2008; and the Company's adoption of FASB Interpretation No. 48, "Accounting for Uncertainty in Income Taxes — an Interpretation of SFAS No. 109" (incorporated into ASC Topic 740, *Income Taxes*), effective January 1, 2007.

(signed) KPMG LLP

Philadelphia, PA
December 21, 2010

**Exhibit 25.01**

# 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 organization if not a U.S. national bank) | (I.R.S. Employer Identification Number) |
| **400 Madison Avenue, 4th Floor, New York, New York** | **10017** |
| (Address of principal executive offices) | (Zip Code) |

**Law Debenture Trust Company of New York, 400 Madison Avenue, 4th Floor**
**New York, NY 10017, James D. Heaney, Managing Director, (212) 750-6474**
(Name, address and telephone number of agent for services)

# NRG Energy, Inc. *

(Exact name of obligor as specified in its charter)

| **Delaware** | **41-1724239** |
|---|---|
| (State or other jurisdiction of incorporation or organization) | (I.R.S. Employer Identification No.) |
| **211 Carnegie Center**<br>**Princeton, NJ** | **08540** |
| (Address of principal executive offices) | (Zip Code) |

**8.25% Senior Notes due 2020**
**Guarantees of 8.25% Senior Notes due 2020**
(Title of the indenture securities)

**Table of Additional Obligors**

| Exact Name of Additional Obligors* | Jurisdiction of Formation | I.R.S. Employer Identification No. |
|---|---|---|
| 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 |
| Cabrillo Power I LLC | Delaware | 76-0595964 |
| Cabrillo Power II LLC | Delaware | 76-0595963 |
| Carbon Management Solutions LLC | Delaware | 27-2238021 |
| Clean Edge Energy LLC | Delaware | 27-2244275 |
| Conemaugh Power LLC | Delaware | 41-1973743 |
| Connecticut Jet Power LLC | Delaware | 41-1949386 |
| Devon Power LLC | Delaware | 41-1949385 |
| Dunkirk Power LLC | Delaware | 41-1937466 |
| Eastern Sierra Energy Company | California | 33-0299028 |
| El Segundo Power, LLC | Delaware | 41-1893999 |
| El Segundo Power II LLC | Delaware | 76-0663675 |
| Elbow Creek Wind Project LLC | Texas | 26-0765836 |
| GCP Funding Company, LLC | Delaware | 33-0334380 |
| Huntley IGCC LLC | Delaware | 20-5080480 |
| Huntley Power LLC | Delaware | 41-1937468 |

| | | |
|---|---|---|
| Indian River IGCC LLC | Delaware | 20-5080561 |
| Indian River Operations Inc. | Delaware | 41-1973349 |
| Indian River Power LLC | Delaware | 41-1973747 |
| James River Power LLC | Delaware | 41-2013263 |
| Keystone Power LLC | Delaware | 41-1973744 |
| Langford Wind Power, LLC | Texas | 26-4418527 |
| Louisiana Generating LLC | Delaware | 41-1870498 |
| Middletown Power LLC | Delaware | 41-1949384 |
| Montville IGCC LLC | Delaware | 20-5080863 |
| Montville Power LLC | Delaware | 41-1949383 |
| NEO Corporation | Minnesota | 41-1753235 |
| NEO Freehold-Gen LLC | Delaware | 41-1980237 |
| NEO Power Services Inc. | Delaware | 23-3043507 |
| New Genco GP, LLC | Delaware | 02-0732611 |
| Norwalk Power LLC | Delaware | 41-1949381 |
| NRG Affiliate Services Inc. | Delaware | 41-1960764 |
| NRG Arthur Kill Operations Inc. | Delaware | 41-1939116 |
| NRG Astoria Gas Turbine Operations Inc. | Delaware | 41-1939115 |
| NRG Bayou Cove LLC | Delaware | 41-2016940 |

| | | |
|---|---|---|
| NRG Cabrillo Power Operations Inc. | Delaware | 41-1938132 |
| NRG California Peaker Operations LLC | Delaware | 20-0088453 |
| NRG Cedar Bayou Development Company, LLC | Delaware | 26-0601018 |
| NRG Connecticut Affiliate Services Inc. | Delaware | 41-1952333 |
| NRG Construction LLC | Delaware | 26-0496159 |
| NRG Devon Operations Inc. | Delaware | 41-1950239 |
| NRG Dunkirk Operations Inc. | Delaware | 41-1939114 |
| NRG El Segundo Operations Inc. | Delaware | 41-1929997 |
| NRG Energy Services LLC | Delaware | 41-1978725 |
| NRG Generation Holdings, Inc. | Delaware | 20-1911335 |
| NRG Huntley Operations Inc. | Delaware | 41-1939118 |
| NRG International LLC | Delaware | 41-1744096 |
| NRG MidAtlantic Affiliate Services Inc. | Delaware | 41-1996587 |
| NRG Middletown Operations Inc. | Delaware | 41-1950236 |
| NRG Montville Operations Inc. | Delaware | 41-1950237 |
| NRG New Jersey Energy Sales LLC | Delaware | 03-0412726 |
| NRG New Roads Holdings LLC | Delaware | 41-1968966 |
| NRG North Central Operations Inc. | Delaware | 41-2004025 |
| NRG Northeast Affiliate Services Inc. | Delaware | 41-1940300 |
| NRG Norwalk Harbor Operations Inc. | Delaware | 41-1950238 |
| NRG Operating Services, Inc. | Delaware | 41-1744095 |
| NRG Oswego Harbor Power Operations Inc. | Delaware | 41-1939117 |
| NRG Power Marketing LLC | Delaware | 41-1910737 |
| NRG Retail LLC | Delaware | 26-4341161 |
| NRG Saguaro Operations Inc. | Delaware | 41-2013262 |
| NRG South Central Affiliate Services Inc. | Delaware | 41-1996193 |
| NRG South Central Generating LLC | Delaware | 41-1963217 |
| NRG South Central Operations Inc. | Delaware | 41-2002465 |
| NRG South Texas LP | Texas | 30-0083668 |
| NRG Texas C&I Supply LLC | Delaware | 26-4555466 |
| NRG Texas Holding Inc. | Delaware | 26-4775586 |
| NRG Texas LLC | Delaware | 20-1504355 |
| NRG Texas Power LLC | Delaware | 34-2019301 |
| NRG West Coast LLC | Delaware | 41-1942517 |
| NRG Western Affiliate Services Inc. | Delaware | 41-1949168 |
| Oswego Harbor Power LLC | Delaware | 41-1937465 |
| RE Retail Receivables, LLC | Delaware | 41-2046596 |
| Reliant Energy Power Supply, LLC | Delaware | 204823108 |
| Reliant Energy Retail Holdings, LLC | Delaware | 76-0655580 |
| Reliant Energy Retail Services, LLC | Delaware | 76-0655567 |
| Pennywise Power LLC | Delaware | 26-3576629 |
| Reliant Energy Texas Retail, LLC | Delaware | 26-3576595 |

| | | |
|---|---|---|
| RERH Holdings, LLC | Delaware | 20-5222227 |
| Saguaro Power LLC | Delaware | 41-2013654 |
| Somerset Operations Inc. | Delaware | 41-1923722 |
| Somerset Power LLC | Delaware | 41-1924606 |
| Texas Genco Financing Corp. | Delaware | 27-0110393 |
| Texas Genco GP, LLC | Texas | 75-3013803 |
| Texas Genco Holdings, Inc. | Texas | 76-0695920 |
| Texas Genco LP, LLC | Delaware | 30-0381697 |
| Texas Genco Operating Services LLC | Delaware | 75-3172707 |
| Texas Genco Services, LP | Texas | 38-3694336 |
| Vienna Operations Inc. | Delaware | 41-1973351 |
| Vienna Power LLC | Delaware | 41-1973745 |
| WCP (Generation) Holdings LLC | Delaware | 74-2922374 |
| West Coast Power LLC | Delaware | 36-4301246 |
| NRG Artesian Energy LLC | Delaware | 27-2243660 |
| Cottonwood Development LLC | Delaware | 52-2220177 |
| Cottonwood Generating Partners I LLC | Delaware | 76-0635620 |
| Cottonwood Generating Partners II LLC | Delaware | 52-2236732 |
| Cottonwood Generating Partners III LLC | Delaware | 52-2236738 |
| Cottonwood Energy Company LP | Delaware | 76-0635621 |
| Cottonwood Technology Partners LP | Delaware | 76-0669423 |
| Green Mountain Energy Company | Delaware | 03-0360441 |

*** The address for each of the additional Obligors is c/o NRG Energy, Inc., 211 Carnegie Center, Princeton, NJ 08540**

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**Item 1. General information.**

**Furnish the following information as to the trustee-**

**a. Name and address of each examining or supervising authority to which it is subject.**

| Name | Address |
|---|---|
| Superintendent of Banks of the State of New York | 2 Rector Street, New York, NY 10006, and Albany, NY 12203 |

**b. Whether it is authorized to exercise corporate trust powers.**

Yes

**Item 2. Affiliations with the obligor.**

**If the obligor is an affiliate of the trustee, describe each such affiliation.**

None.

**Items 3-14.**

No responses are included for Items 3-14 of this Form T-1 because the obligor is not in default as provided under Item 13.

**Item 15. Foreign Trustee.**

Not applicable.

**Item 16. List of exhibits.**

**List below all exhibits filed as a part of this statement of eligibility.**

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1. A copy of the articles of association of the trustee as now in effect. (see Exhibit 1 to Form T-1 filed in connection with Registration Statement No. 333-127469, which is incorporated by reference).
2. A copy of the certificate of authority of the trustee to commence business, if not contained in the articles of association. (see Exhibit 2 to Form T-1 filed in connection with Registration Statement No. 333-127469, which is incorporated by reference).
3. A copy of the existing bylaws of the trustee, or instruments corresponding thereto. (see Exhibit 3 to Form T-1 filed in connection with Registration Statement No. 333-127469, which is incorporated by reference).
4. The consents of the Trustee required by Section 321(b) of the Act. (see Exhibit 4 to Form T-1 filed in connection with Registration Statement 333-133414, which is incorporated by reference).
5. A copy of the latest report of condition of the trustee published pursuant to law or the requirements of its supervising or examining authority.

**SIGNATURE**

Pursuant to the requirements of the Trust Indenture Act of 1939 the trustee, Law Debenture Trust Company of New York, a trust company organized and existing under the laws of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of New York, and State of New York, on the 19th day of November, 2010.

Law Debenture Trust Company of New York
(Trustee)

By: /S/ James D. Heaney
James D. Heaney
Managing Director

*T-1 Item 16*

**Consolidated Report of Condition (attached as Exhibit A hereto) of**

**LAW DEBENTURE TRUST COMPANY OF NEW YORK**

of 400 Madison Avenue, New York, NY 10017,

a limited purpose trust company ("LDTC-NY") and U.S. subsidiary of Law Debenture Corporation plc, London, England ("Law Debenture"), at the close of business June 30, 2010 published with the Federal Financial Institutions Examination Council/Board of Governors of the Federal Reserve System, and in accordance with Chapter 2 of the Consolidated Laws of the State of New York Banking Department license granted on May 8, 2002.

Prior to this Consolidated Report of Condition dated June 30, 2010 a Guarantee and Keep Well Agreement (attached as Exhibit B hereto) was executed by subsidiaries of Law Debenture, to effect capitalization of LDTC-NY in the total aggregate amount of $50,000,000, on July 12, 2002.

I, Kenneth R. Collins, Controller 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 19th day of November, 2010.

/S/ Kenneth R. Collins
Kenneth R. Collins
Controller
Law Debenture Trust Company of New York

I, James D. Heaney, Managing Director of Law Debenture Trust Company of New York, do hereby attest that the signature set forth above is the true and genuine signature of Kenneth R. Collins, Controller of Law Debenture Trust Company of New York.

Attested by: /S/ James D. Heaney
James D. Heaney
Its: Managing Director

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Law Debenture Trust Company of New York

FFIEC 041 **Exhibit A**
PAGE RC-1
13

Consolidated Report of Condition for Insured Commercial and State-Chartered Savings Banks for June 30, 2010

All schedules are to be reported in thousands of dollars. Unless otherwise indicated, report the amount outstanding as of the last business day of the quarter.

Schedule RC—Balance Sheet

| Dollar Amounts in Thousands | | RCON | Bil | Mil | Thou | |
|---|---|---|---|---|---|---|
| ASSETS | | | | | | |
| 1. | Cash and balances due from depository institutions (from Schedule RC-A): | | | | | |
| | a. Noninterest-bearing balances and currency and coin(1) | 0081 | | | 812 | 1.a. |
| | b. Interest-bearing balances(2) | 0071 | | 4 | 672 | 1.b. |
| 2. | Securities: | | | | | |
| | a. Held-to-maturity securities (from Schedule RC-B, column A) | 1754 | | | | 2.a. |
| | b. Available-for-sale securities (from Schedule RC-B, column D) | 1773 | | | | 2.b. |
| 3. | Federal funds sold and securities purchased under agreements to resell: | | | | | |
| | a. Federal funds sold | B987 | | | | 3.a. |
| | b. Securities purchased under agreements to resell(3) | B989 | | | | 3.b. |
| 4. | Loans and lease financing receivables (from Schedule RC-C) | | | | | |
| | a. Loans and leases held for sale | 5369 | | | | 4.a. |
| | b. Loans and leases, net of unearned income B528 | | | | | 4.b. |
| | c. LESS: Allowance for loan and lease losses 3123 | | | | | 4.c. |
| | d. Loans and leases, net of unearned income and allowance (item 4.b minus 4.c) | B529 | | | | 4.d. |
| 5. | Trading assets (from Schedule RC-D) | 3545 | | | | 5. |
| 6. | Premises and fixed assets (including capitalized leases) | 2145 | | | | 6. |
| 7. | Other real estate owned (from Schedule RC-M | 2150 | | | | 7. |
| 8. | Investments in unconsolidated subsidiaries and associated companies | 2130 | | | | 8. |
| 9. | **Direct and indirect investments in real estate ventures** | 3656 | | | | 9. |
| 10. | Intangible assets: | | | | | |
| | a. Goodwill | 3163 | | | | 10.a. |
| | b. Other intangible assets (from Schedule RC-M) | 0426 | | | | 10.b. |
| 11. | Other assets (from Schedule RC-F) | 2160 | | | 885 | 11. |
| 12. | Total assets (sum of items 1 through 11) | 2170 | | 6 | 369 | 12. |

(1) Includes cash items in process of collection and unposted debits.
(2) Includes time certificates of deposit not held for trading.
(3) Includes all securities resale agreements, regardless of maturity.



Schedule RC—Continued

| Dollar Amounts in Thousands | | RCON | Bil | Mil | Thou | |
|---|---|---|---|---|---|---|
| LIABILITIES | | | | | | |
| 13. | Deposits: | | | | | |
| | a. In domestic offices (sum of totals of columns A and C from Schedule RC-E) | 2200 | | | | 13.a. |
| | (1) Noninterest-bearing(1) 6631 | | | | | 13.a.(1) |
| | (2) Interest-bearing 6636 | | | | | 13.a.(2) |
| | b. Not applicable | | | | | |
| 14. | Federal funds purchased and securities sold under agreements to repurchase: | | | | | |
| | a. Federal funds purchased(2) | B993 | | | | 14.a. |
| | b. Securities sold under agreements to repurchase(3) | B995 | | | | 14.b. |
| 15. | Trading liabilities (from Schedule RC-D) | 3548 | | | | 15. |
| 16. | Other borrowed money (includes mortgage indebtedness and obligations under capitalized leases) (from Schedule RC-M) | 3190 | | | | 16. |
| 17. | and 18. Not applicable | | | | | |
| 19. | Subordinated notes and debentures(4) | 3200 | | | | 19. |
| 20. | Other liabilities (from Schedule RC-G) | 2930 | | 2 | 329 | 20. |
| 21. | Total liabilities (sum of items 13 through 20) | 2948 | | 2 | 329 | 21. |
| 22. | **Not applicable** | | | | | |
| EQUITY CAPITAL | | | | | | |
| | **Bank Equity Capital** | | | | | |
| 23. | Perpetual preferred stock and related surplus | 3838 | | | | 23. |
| 24. | Common stock | 3230 | | | 1 | 24. |
| 25. | Surplus (excludes all surplus related to preferred stock) | 3839 | | 3 | 176 | 25. |
| 26. | a. Retained earnings | 3632 | | | | 26.a. |
| | b. Accumulated other comprehensive income(5) | B530 | | | | 26.b. |
| | c. Other equity capital components(6) | A130 | | | | 26.c. |
| 27. | a. **Total bank equity capital (sum of items 23 through 26.c)** | 3210 | | 4 | 040 | 27.a. |
| | b. **Noncontrolling (minority) interests in consolidated subsidiaries** | 3000 | | | | 27.b |
| 28. | **Total equity capital (sum of items 27.a and 27.b)** | G105 | | | | 28. |
| 29. | **Total liabilities and equity capital (sum of items 21 and 28)** | 3300 | | 6 | 369 | 29. |

Memoranda

**To be reported with the March Report of Condition.**

| | RCON | Number | |
|---|---|---|---|
| 1. Indicate in the box at the right the number of the statement below that best describes the most comprehensive level of auditing work performed for the bank by independent external auditors as of any date during 2008 | | | 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 = Attestation on bank management's assertion on the effectiveness of the bank's internal control over financial reporting by a certified public accounting firm

4 = Directors' examination of the bank conducted in accordance with generally accepted auditing standards by a certified public accounting firm (may be required by state chartering authority)

5 = Directors' 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' financial statements by external auditors

8 = Other audit procedures (excluding tax preparation work)

9 = No external audit work

**To be reported with the March Report of Condition.**

| | RCON | MM | DD | |
|---|---|---|---|---|
| **2. Bank's fiscal year-end date** | 8678 | | | M.2. |

(1) Includes total demand deposits and noninterest-bearing time and savings deposits.
(2) Report overnight Federal Home Loan Bank advances in Schedule RC, item 16, "Other borrowed money."

(3) Includes all securities repurchase agreements, regardless of maturity.
(4) Includes limited-life preferred stock and related surplus.
(5) Includes net unrealized holding gains (losses) on available-for-sale securities, accumulated net gains (losses) on cash flow hedges, and minimum pension liability adjustments.
(6) Includes treasury stock and unearned Employee Stock Ownership Plan shares.

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**Exhibit B**

**GUARANTEE AND KEEP WELL AGREEMENT**

This Guarantee and Keep Well Agreement (the "Agreement") dated as of July 12, 2002 is entered into by and among Law Debenture Guarantee Limited (the "Guarantor"), LDC Trust Management Limited (the "Parent"), and Law Debenture Trust Company of New York (the "Trust Company").

WHEREAS, the Guarantor and the Trust Company are wholly-owned subsidiaries of the Parent;

WHEREAS, in order to enable the Trust Company to conduct its corporate trust business and meet qualification requirements of documents pertaining to its acceptance of trust appointments, the Trust Company requires combined capital and surplus of U.S. $50,000,000; and

WHEREAS, the Parent and the Guarantor have determined that the execution and delivery by them of this Agreement is necessary in order for the Trust Company to conduct, promote and attain corporate trust business in the United States.

Now, THEREFORE, in consideration of the premises herein and intending to be legally bound by this Agreement, each of the Guarantor, the Trust Company and the Parent hereby agree as follows:

1. Stock Ownership.

During the term of this Agreement, the Parent will own, indirectly or directly, all of the capital stock of the Trust Company and the Guarantor, provided, however, that, upon sixty (60) days' prior written notice to and the consent of the Trust Company (Which consent shall not be unreasonably withheld), the Guarantor may sell, transfer or otherwise assign any such capital stock (or any interest therein) that it now owns or may hereafter acquire.

2. Covenants of the Parent.

It is understood and agreed by all parties hereto that the obligations under Section 3(a) are solely those of the Guarantor and no recourse can be had in connection therewith against the Parent.

(a) The Parent agrees that during the term of this Agreement, it shall not, without the prior written consent of the Trust Company and the Guarantor, unless it has already contributed the Maximum Aggregate Capitalization Amount (as defined below), cause the Guarantor to consolidate with or merge into any other corporation, or liquidate, wind up or dissolve the Guarantor (or otherwise cause the Guarantor to suffer any liquidation, winding up or dissolution), or sell, transfer, lease or otherwise dispose of all or substantially all of its assets, whether now owned or

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hereafter acquired, to any person, except (i) the merger or consolidation of the Guarantor and any person, provided, that the surviving corporation is the Guarantor, and (ii) sales, transfers, leases and other dispositions of assets in the ordinary course of the Guarantor's business, provided, that such sale, transfer, lease or other disposition of assets does not materially adversely affect the Guarantor's ability to perform its obligations hereunder.

(b) If, during the term of this Agreement, the Guarantor is unable or refuses to perform its obligations under section 3(a) of this Agreement, the Parent may, at its option or at the request of the Trust Company, cause such obligations to be performed. During the term of this Agreement, the Parent agrees to monitor the financial condition and management of the Guarantor and the Trust Company.

3. The Guarantee

(a) The Guarantor hereby guarantees a combined capital and surplus to the Trust Company in the amount of U.S. $50 million; provided, however, that the maximum amount of capitalization shall not at any time exceed U.S. $50,000,000 in the aggregate (the "Maximum Aggregate Capitalization Amount"). Under no circumstances shall the Guarantor be required to pay or contribute any amounts in excess of the Maximum Aggregate Capitalization Amount hereunder.

(b) If, during the term of this Agreement, the Trust Company is unable to make timely payment of any debt, liability or other obligation as the same shall become due (the "Guaranteed Obligations"), the Trust Company shall request from the Guarantor, and the Guarantor promptly shall provide the Trust Company, pursuant to its obligations under (a) above, such funds (in the form of cash or liquid assets in an amount sufficient to permit the Trust Company to make timely payment in respect of such debt, liability or other obligation) as equity, provided, however, that such Guaranteed Obligations shall not in the aggregate exceed the Maximum Aggregate Capitalization Amount. Any request for payment pursuant to this section shall specifically identify the debt, liability or other obligation in respect of which the Trust Company is unable to make timely payment and with respect to which the Trust Company seeks funds not to exceed the Maximum Aggregate Capitalization Amount. Each of the Trust Company and the Guarantor hereby acknowledges 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 30 days after the end of a quarterly period shall be deemed to have been made as of the end of such period.

(d) This Agreement may be amended from time to time by mutual written consent of duly authorized officers of each of the Guarantor, the Parent and the Trust Company.

(e) This Agreement may be terminated only upon written notification to the Trust Company by the Guarantor and the Parent, and in no event shall termination occur earlier than ninety days following such written notification. Unless so terminated, this Agreement shall remain in effect for the duration of the Trust Company's conducting of trust business in the United States.

(f) The Guarantor hereby waives any failure or delay on the part of the Trust Company in asserting or enforcing any of its rights or in making any claims or demands hereunder. The Trust Company may at any time, without the Guarantor's consent, without notice to the Guarantor and without affecting or impairing the Trust Company's rights, or impairing the Guarantor's obligations hereunder, do any of the following with respect to any obligation: (a) grant renewals and extensions of time, for payment or otherwise, (b) accept new or additional documents, instruments or agreements relating to or in substitution of said obligation, or (c) otherwise handle the enforcement of its respective rights and remedies in accordance with its business judgment.

(g) Nothing in this Agreement, express or implied, shall give to any person, other than the parties hereto and their successors and assigns hereunder, any benefit or any legal or equitable right, remedy or claim under this Agreement.

(h) The covenants herein set forth shall be mutually binding upon, and 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 circumstances 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 our 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 12 day of July 2002.

LAW DEBENTURE GUARANTEE LIMITED

By: /s/ Caroline J Banszky
Name: Caroline J Banszky
Title: Director

LDC TRUST MANAGEMENT LIMITED

By: /s/ Julian Mason-Jebb
Name: Julian Mason-Jebb
Title: Director

LAW DEBENTURE TRUST COMPANY OF NEW YORK

By: /s/ Nancy Jo Kuenstner
Name: Nancy Jo Kuenstner
Title: President

**Exhibit 99.01**

**LETTER OF TRANSMITTAL**

**With respect to the Exchange Offer Regarding the**
**8.25% Senior Notes due 2020 issued by NRG Energy, Inc.**

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**THE EXCHANGE OFFER WILL EXPIRE AT 5:00 PM, NEW YORK CITY TIME,**
**ON , 2010**

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To My Broker or Account Representative:

I, the undersigned, hereby acknowledge receipt of the Prospectus, dated December 20, 2010 (the "Prospectus") of NRG Energy, Inc., a Delaware corporation (the "Issuer"), with respect to the Issuer's exchange offer set forth therein (the "Exchange Offer").

This letter instructs you as to action to be taken by you relating to the Exchange Offer with respect to the Issuer's 8.25% Senior Notes due 2020 (the "Old Notes") held by you for the account of the undersigned.

The aggregate face amount of the Old Notes held by you for the account of the undersigned is (FILL IN AMOUNT): $ of the Old Notes.

With respect to the Exchange Offer, the undersigned hereby instructs you (CHECK APPROPRIATE BOX):

☐ TO TENDER the following Old Notes held by you for the account of the undersigned (INSERT PRINCIPAL AMOUNT AT MATURITY OF OLD NOTES TO BE TENDERED, IF ANY):$

☐ NOT TO TENDER any Old Notes held by you for the account of the undersigned.

If the undersigned instructs you to tender the Old Notes held by you for the account of the undersigned, the undersigned hereby represents for the benefit of the Issuer that:

1. The undersigned is acquiring the Issuer's 8.25% Senior Notes due 2020, for which the Old Notes will be exchanged (the "Exchange Notes"), in the ordinary course of its business;

2. The undersigned is not engaging in and does not intend to engage in a distribution of such Exchange Notes;

3. The undersigned does not have an arrangement or understanding with any person to participate in the distribution of such Exchange Notes;

4. The undersigned is not an "affiliate" of NRG Energy, Inc. within the meaning of Rule 405 under the Securities Act of 1933, as amended;

5. The undersigned is not a broker-dealer tendering Outstanding Notes directly acquired from NRG Energy, Inc. for its own account; and

6. The undersigned is not acting on behalf of any person who could not truthfully make the foregoing representations

If the undersigned is a broker-dealer that will receive Exchange Notes for its own account in exchange for Outstanding Notes that were acquired as a result of market-making activities or other trading activities, it acknowledges that it will deliver the Prospectus in connection with any resale of such Exchange Notes.

The undersigned also authorizes you to:

(1) confirm that the undersigned has made such representations; and

(2) take such other action as necessary under the Prospectus to effect the valid tender of such Old Notes.

The undersigned acknowledges that any person participating in the Exchange Offer for the purpose of distributing the Exchange Notes must comply with the registration and prospectus delivery requirements of the Securities Act in connection with a secondary resale transaction of the Exchange Notes acquired by such person and cannot rely on the position of the Staff of the Securities and Exchange Commission set forth in no-action letters that are discussed in the section of the Prospectus entitled "Exchange Offer."

Name of beneficial owner(s): _____

Signatures: _____

Name (please print): _____

Address: _____

Telephone Number: _____

Taxpayer Identification or Social Security Number: _____

Date: _____

QuickLinks