Nuclear Operating Company
South Texas Project Electric Generating Station P.O. Box 289 Wadsworth, Texas 77483

May 3, 2007
NOC-AE-07002155
File No.: D43.01
10 CFR 50.80
10 CFR 2.390

U. S. Nuclear Regulatory Commission
Attention: James E. Dyer
Director, Office of Nuclear Reactor Regulation
One White Flint North
11555 Rockville Pike
Rockville, MD 20852-2738

South Texas Project
Units 1 and 2
Docket Nos. STN 50-498 and STN 50-499
Application for Order Approving Indirect Transfer of Control of Licenses

Pursuant to Section 184 of the Atomic Energy Act of 1954, as amended (the Act), and 10 CFR 50.80, STP Nuclear Operating Company (STPNOC), acting on behalf of NRG South Texas LP (NRG South Texas) and its corporate parent NRG Energy, Inc. (NRG Energy), hereby requests that the Nuclear Regulatory Commission (NRC) consent to the indirect transfer of control of NRG South Texas's licenses to own a 44% interest in the South Texas Project, Units 1 and 2 (STP). NRG Energy plans to reorganize its corporate structure by creating a new publicly held holding company (NRG HoldCo) that will become the parent company for NRG Energy and its subsidiaries, as described in greater detail below. NRG Energy seeks NRC consent to the indirect transfer of control of its licenses that will result from the establishment of NRG HoldCo.

In addition to its 44% undivided ownership interest in STP, NRG South Texas holds a corresponding interest in STPNOC, a not-for-profit Texas corporation, which is the licensed operator of STP. Thus, the indirect transfer of control of NRG South Texas also results in an indirect transfer of control of this interest in STPNOC. However, this is not a controlling interest in STPNOC, and therefore, there will be no indirect transfer of control of STPNOC's licenses to operate STP on behalf of the owners. If the NRC concludes that the indirect transfer of control of NRG South Texas's interests in STPNOC also requires prior NRC consent, such consent is hereby requested.

Please note that the Application includes a proprietary, separately bound Attachment 2A, which contains confidential commercial or financial information. NRG Energy requests that Attachment 2A be withheld from public disclosure pursuant to 10 CFR 2.390, as described in the Affidavit of Thad Hill, provided in Attachment 3 to the Application. A non-proprietary version of Attachment 2A suitable for public disclosure is provided as Attachment 2 to the Application.

Through the attached Application, STPNOC requests, on behalf of NRG Energy, that the NRC consent to this proposed indirect transfer of control. The information contained in this Application demonstrates that, after the proposed indirect transfer of control, NRG South Texas

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will continue to possess the requisite qualifications to own a 44% undivided ownership interest in STP. The proposed indirect transfer of control will not result in any change in the role of STPNOC as the licensed operator of the facility and will not result in any changes to its technical qualifications.

In summary, the proposed indirect transfer of control will be consistent with the requirements set forth in the Act, NRC regulations, and the relevant NRC licenses and orders. The proposed indirect transfer of control will not result in any physical changes to STP or changes in the officers, personnel, or day-to-day operation of STP. The proposed indirect transfer of control will not involve any changes to the current STP licensing basis. It will neither have any adverse impact on the public health and safety, nor be inimical to the common defense and security. This Application therefore respectfully requests that the NRC consent to the indirect transfer of control in accordance with 10 CFR 50.80.

NRG Energy plans to effect the indirect transfer of control of NRG South Texas and its 44% interest in STP and corresponding interest in STPNOC on a closing date to take place as soon after September 1, 2007 as possible. The proposed reorganization will require filings with the Federal Energy Regulatory Commission and the Securities Exchange Commission, as well as potential approvals from certain state regulators. However, NRG Energy expects that NRC's approval will be the critical path gating item for the completion of the proposed corporate restructuring.

Accordingly, NRG Energy requests that NRC review this Application on a schedule that will permit the issuance of NRC consent to the indirect transfer of control by September 1, 2007. Such consent should be made immediately effective upon issuance and should permit the indirect transfer of control at any time within one year after issuance of such consent. STPNOC will inform the NRC if there are any significant developments that will impact the schedule.

There are no commitments in this letter.

If NRC requires additional information concerning this license transfer request, please contact Mr. Scott Head, STPNOC Licensing Manager, at (361) 972-7136. Service on STPNOC, NRG South Texas and NRG Energy of comments, hearing requests or intervention petitions, or other pleadings, if applicable, should be made to counsel for STPNOC and NRG Energy, Mr. John E. Matthews at Morgan, Lewis & Bockius, LLP, 1111 Pennsylvania Avenue, NW, Washington, DC 20004 (tel: 202-739-5524; fax: 202-739-3001; e-mail: jmatthews@morganlewis.com).

J. J. Sheppard
President & Chief Executive Officer

Enclosure: Application for Order Approving Indirect Transfer of Control of Licenses

cc: w/o proprietary Addendum except *
(paper copy)

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Bay City, TX 77414

UNITED STATES OF AMERICA

NUCLEAR REGULATORY COMMISSION

In the Matter of	)		
	)		
STP Nuclear Operating Company	)	Docket Nos.	50-498
	)		50-499
South Texas Project Units 1 and 2	)		

AFFIRMATION

I, J. J. Sheppard, being duly sworn, hereby depose and state that I am President and Chief Executive Officer of STP Nuclear Operating Company; that I am duly authorized to sign and file with the Nuclear Regulatory Commission the attached application for order approving indirect transfer of control of licenses; that I am familiar with the content thereof; and that the matters set forth therein with regard to STP Nuclear Operating Company are true and correct to the best of my knowledge and belief.

J. J. Sheppard
President & Chief Executive Officer

STATE OF TEXAS)
)
COUNTY OF MATAGORDA)

Subscribed and sworn to me, a Notary Public, in and for the State of Texas, this 3rd day of May, 2007.

NOTARY PUBLIC STATE OF TEXAS
LOIS J. MILLS
Notary Public, State of Texas
My Commission Expires
JULY 27, 2007

Lois J. Mills
Notary Public in and for the State of Texas

UNITED STATES OF AMERICA

NUCLEAR REGULATORY COMMISSION

In the Matter of	)		
	)		
STP Nuclear Operating Company	)	Docket Nos.	50-498
	)		50-499
South Texas Project Units 1 and 2	)		

AFFIRMATION

I, Thad Hill, being duly sworn, hereby depose and state that I am Manager and President of Texas Genco GP, LLC; the General Partner of NRG South Texas LP, and I am Executive Vice President and Regional President, NRG Texas of NRG Energy, Inc., that I am familiar with the content of the attached application for order approving indirect transfer of control of licenses; and that the matters set forth therein with regard to NRG South Texas LP and its affiliates are true and correct to the best of my knowledge and belief.

Thad Hill
Manager and President

STATE OF TEXAS)
)
COUNTY OF Harris)

Subscribed and sworn to me, a Notary Public, in and for the State of Texas, this 26 day of April, 2007.

ROSE GALLARDO
Notary Public, State of Texas
My Commission Expires
March 23, 2008

Notary Public in and for the State of Texas

Nuclear Operating Company
South Texas Project Electric Generating Station P.O. Box 289 Wadsworth, Texas 77483

APPLICATION FOR ORDER APPROVING INDIRECT TRANSFER OF CONTROL OF LICENSES

May 3, 2007

submitted by

STP Nuclear Operating Company

for

NRG Energy, Inc. & NRG South Texas LP

South Texas Project, Units 1 and 2
NRC Facility Operating License Nos. NPF-76 and NPF-80
Docket Nos. STN 50-498 and STN 50-499

TABLE OF CONTENTS

I. INTRODUCTION 1

II. STATEMENT OF PURPOSE OF THE TRANSFERS AND NATURE OF THE TRANSACTION MAKING THE TRANSFERS NECESSARY OR DESIRABLE 3

III. GENERAL CORPORATE INFORMATION REGARDING NRG ENERGY, INC. AND NRG HOLDCO 4

- A. Name 5
- B. Address 5
- C. Description of Business or Occupation 5
- D. Organization and Management 5
  - 1. State of Establishment and Place of Business 5
  - 2. Directors & Executive Officers 6

IV. GENERAL CORPORATE INFORMATION REGARDING NRG SOUTH TEXAS LP AND ITS TEXAS GENCO PARENTS 7

- A. Name 7
- B. Address 7
- C. Description of Business or Occupation 7
- D. Organization and Management 7
  - 1. State of Establishment and Place of Business 7
  - 2. Directors & Executive Officers 8

V. FOREIGN OWNERSHIP OR CONTROL 8

VI. TECHNICAL QUALIFICATIONS 10

VII. FINANCIAL QUALIFICATIONS 10

- A. Projected Operating Revenues and Operating Costs 10
- B. Decommissioning Funding 12

VIII. ANTITRUST INFORMATION 14

IX. RESTRICTED DATA AND CLASSIFIED NATIONAL SECURITY INFORMATION 14

X. ENVIRONMENTAL CONSIDERATIONS 14

TABLE OF CONTENTS
(continued)

Page

XI. PRICE-ANDERSON INDEMNITY AND NUCLEAR INSURANCE 15

XII. EFFECTIVE DATE AND OTHER REQUIRED REGULATORY APPROVALS 15

XIII. CONCLUSION 16

Figure 1 Simplified Organizational Chart

Figure 2 Simplified Post-Restructuring Organizational Chart

Attachment 1 2006 Annual Report (Form 10-K) of NRG Energy, Inc.

Attachment 2 Projected Income Statement of NRG South Texas LP (Non-Proprietary Version)

Attachment 3 10 CFR 2.390 Affidavit of Thad Hill

Attachment 4 Support Agreement dated April 11, 2006 and Amended and Restated Support Agreement dated November 2, 2006

Proprietary Addendum

Attachment 2A Projected Income Statement (Proprietary Version)

I. INTRODUCTION

This Application requests the consent of the Nuclear Regulatory Commission (NRC) to the proposed indirect transfer of control of NRG South Texas LP's (NRG South Texas) licenses to own a 44% undivided ownership interest in the South Texas Project, Units 1 and 2 (STP) described herein, in connection with a proposed corporate restructuring of NRG Energy, Inc. (NRG Energy), which indirectly owns 100% of NRG South Texas. In the restructuring, NRG Energy will become a direct wholly-owned subsidiary of a new holding company (NRG HoldCo). In addition to its 44% undivided ownership interest in STP, NRG South Texas holds a corresponding interest in STP Nuclear Operating Company (STPNOC), a not-for-profit Texas corporation, which is the licensed operator of STP. Thus, the proposed transaction also entails transfer of this interest in STPNOC. However, this is not a controlling interest in STPNOC, and therefore, there will be no indirect transfer of control of STPNOC's licenses to operate STP on behalf of the owners. If the NRC concludes that the indirect transfer of NRG South Texas's interest in STPNOC also requires prior NRC consent, such consent is hereby requested.

STP is composed of two 1,268 megawatt electric (MWe) (net) nuclear power units, each consisting of a Westinghouse four-loop pressurized water reactor and other associated plant equipment, and related site facilities. STP is located in southwest Matagorda County, approximately 12 miles south-southwest of Bay City and 10 miles north of Matagorda Bay. STPNOC is the licensed operator for STP, pursuant to licenses issued by the NRC. The two units currently are jointly owned by three entities in the following percentages:

NRG South Texas	44%
City Public Service Board of San Antonio	40%
City of Austin, Texas	16%

These same entities hold corresponding interests in STPNOC.

A simplified organizational chart depicting the current ownership structure of NRG South Texas is provided in Figure 1. NRG South Texas is indirectly wholly owned by Texas Genco Holdings, Inc. One hundred percent of the voting stock, and 19.77% of the non-voting stock of Texas Genco Holdings, Inc., is owned by NRG Energy. The remaining 80.23% of the non-voting stock of Texas Genco Holdings, Inc., is owned by NRG Generation Holdings, Inc. NRG Generation Holdings, Inc., in turn, is wholly owned by NRG Energy. Through its subsidiaries, NRG Energy owns substantial fossil generating assets in addition to the 44% interest in STP owned by NRG South Texas. NRG Energy is the second largest generator in the Electric Reliability Council of Texas, Inc. (ERCOT) market, the largest power market in the State of Texas.

Under Texas law, NRG South Texas is a registered power generation company, which is not subject to cost-based rate regulation. In addition, on October 21, 2003, the Federal Energy Regulatory Commission (FERC) certified the previous owner of NRG South Texas's share of STP and STPNOC as an exempt wholesale generator under Section 32 of the Public Utility Holding Company Act of 1935, as amended (PUHCA). In its Order and supporting safety evaluation dated January 12, 2006, the NRC determined that NRG South Texas was financially qualified to own 44% of STP. Reference ML053630163.

NRG Energy is a wholesale power generation company that is publicly owned and traded on the New York Stock Exchange Inc. (Symbol: NRG). It primarily engages in the ownership and operation of power generation facilities, the transacting in and trading of fuel and transportation services, and the marketing and trading of energy, capacity and related products in the United States and internationally. NRG Energy has a diverse portfolio of electric generation facilities in terms of geography, fuel type, and dispatch levels. As of December 31, 2006, NRG

Energy's principal domestic generation assets consisted of approximately 46% natural gas, 34% coal, 15% oil, and 5% nuclear facilities (exclusively STP). NRG Energy owns and operates a total net generating capacity of approximately 24,000 MWe worldwide, including more than 1,150 MWe from its 44% interest in STP.

In the proposed restructuring, NRG HoldCo would acquire 100% ownership of NRG Energy, while the existing shareholders of NRG Energy would become the shareholders of NRG HoldCo. A simplified organizational chart depicting the post-closing ownership structure of NRG HoldCo is provided in Figure 2.

Through this Application, STPNOC requests on behalf of NRG South Texas and its corporate parents that the NRC consent to this indirect transfer of control of the NRC licenses in connection with the proposed transaction. The information contained in this Application demonstrates that after the indirect transfer of control, NRG South Texas will continue to possess the requisite qualifications to own a 44% undivided ownership interest in STP and hold a corresponding interest in STPNOC. The proposed indirect transfer of control will not result in any change in the role of STPNOC as the licensed operator of the facility and will not result in any changes to STPNOC's technical qualifications or any physical or operational changes to STP.

II. STATEMENT OF PURPOSE OF THE TRANSFERS AND NATURE OF THE TRANSACTION MAKING THE TRANSFERS NECESSARY OR DESIRABLE

NRG Energy's corporate restructuring is designed to accomplish certain business and financial objectives, which include accommodating certain financing arrangements and the ability to pay dividends to shareholders. It is expected that this restructuring will maintain and improve NRG Energy's position as a financially strong wholesale power generation company, and NRG Energy does not anticipate any material changes in its total debt.

III. GENERAL CORPORATE INFORMATION REGARDING NRG ENERGY, INC. AND NRG HOLDCO

NRG Energy is incorporated in the State of Delaware. NRG Energy's new corporate parent (NRG HoldCo) will also be incorporated in the State of Delaware, and its corporate information will be the same as for NRG Energy. NRG HoldCo will have the same directors and corporate officers as NRG Energy's current directors and corporate officers. The current shareholders of NRG Energy will become the shareholders of NRG HoldCo. Detailed general corporate information and information regarding the business and management of NRG Energy is provided in its 2006 SEC Form 10-K Annual Report (Attachment 1).

Since its current management team took over in December 2003, NRG Energy has become one of the most stable and financially secure companies in its industry. NRG Energy manages its business with an emphasis on liquidity, cash flow and balance sheet discipline, and as a result the company is in strong and stable financial condition. NRG Energy's two principal operating objectives have been to optimize the performance of its assets, and to protect and enhance their value through the execution of marketing and trading strategies within well-defined risk and liquidity guidelines. NRG Energy's business also includes the reinvestment of capital in its existing assets for, among other reasons, expansion, environmental, operating efficiency, and reliability programs. As of December 31, 2006, NRG Energy had available liquidity of approximately $2.2 billion, and a net debt to total capital ratio of 57%.

In connection with its 2006 acquisition of Texas Genco LLC, NRG Energy refinanced the combined companies through a combination of debt and equity to include a $600 million revolving credit facility and a $1 billion letter of credit facility, thus assuring adequate liquidity of the combined companies. NRG Energy has achieved its post-acquisition and refinancing net debt to total capital ratio of just over 55%.

Certain key information regarding NRG HoldCo and NRG Energy is provided below.

A. Name

NRG HoldCo (name to be provided)
NRG Energy, Inc.

B. Address

211 Carnegie Center, Princeton, NJ 08540.

C. Description of Business or Occupation

NRG HoldCo will own NRG energy. NRG Energy owns and operates a diverse portfolio of nearly 24,000 MWe of power-generating facilities, primarily located in Texas and the Northeast, South Central, and Western regions of the United States. Its operations include baseload, intermediate, peaking, and cogeneration facilities, thermal energy production, and energy resource recovery facilities. NRG Energy also has ownership interests in generating facilities in Australia, Germany, and Brazil.

NRG Energy is a leading wholesale power generation company in the United States. It has a portfolio of quality power generation assets with a broad geographic reach and a significant presence in the key competitive wholesale power markets in the United States, and is a leading fuel-diversified energy provider. Equally important, this portfolio has a capital structure that enhances NRG Energy's financial strength and flexibility.

D. Organization and Management

1. State of Establishment and Place of Business

NRG HoldCo will be and NRG Energy is a Delaware corporation with principal executive offices located in the State of New Jersey.

2. Directors & Executive Officers

The following individuals, all of whom are U.S. citizens except Ms. Miskovic, who is a citizen of the United Kingdom and permanent resident of the United States, are the directors of NRG Energy:

Howard E. Cosgrove (Chairman)
John F. Chlebowski
Lawrence S. Coben
David Crane (also, President and Chief Executive Officer)
Stephen L. Cropper
William E. Hantke
Paul W. Hobby
Maureen Miskovic
Anne C. Schaumburg
Herbert H. Tate
Thomas H. Weidemeyer
Walter R. Young

In connection with the pending transaction, NRG Energy anticipates that these individuals will be named as directors of NRG HoldCo.

The following individuals, all of whom are U.S. citizens, are the Executive Officers of NRG Energy:

David W. Crane, President and Chief Executive Officer
Robert C. Flexon, Executive Vice President and Chief Financial Officer
John P. Brewster, Executive Vice President, Development, Engineering, Procurement, and Construction
John B. "Thad" Hill, III, Executive Vice President and Regional President, NRG Texas
Kevin T. Howell, Executive Vice President, Commercial Operations
Drew Murphy, Executive Vice President and General Counsel
John Ragan, Executive Vice President and Regional President, Northeast
Steven Winn, Executive Vice President, Strategy and Nuclear Development
Jeff Baudier, Senior Vice President and Regional President, South Central Region
Steve Hoffman, Senior Vice President and President, Western Region
Christine A. Jacobs, Senior Vice President, Plant Operations
Carolyn Burke, Vice President and Controller

NRG Energy anticipates these individuals will be named to the same positions within NRG HoldCo.

IV. GENERAL CORPORATE INFORMATION REGARDING NRG SOUTH TEXAS LP AND ITS TEXAS GENCO PARENTS

A. Names

Texas Genco Holdings, Inc.
Texas Genco GP, LLC
Texas Genco LP, LLC
NRG South Texas LP

B. Address

1301 McKinney, Suite 2300, Houston, TX 77010.

C. Description of Business or Occupation

NRG South Texas is a wholesale electric generating company, which sells electric generation capacity, energy, and ancillary services within the ERCOT market, which is the largest power market in the State of Texas. Its generation business is operated as an independent power producer, with output sold at market prices to a variety of purchasers. The parent companies named in Section IV.A above do not engage in any material business other than that of NRG South Texas.

D. Organization and Management

1. States of Establishment and Place of Business

Texas Genco Holdings, Inc. was incorporated in Texas in August 2001, and it owns 100% of Texas Genco LP, LLC and Texas Genco GP, LLC. Texas Genco LP, LLC is a Delaware limited liability corporation, which directly owns 99% of NRG South Texas, a Texas limited partnership. Texas Genco GP, LLC is a Texas limited liability corporation, which exercises control of NRG South Texas as its General Partner and which directly owns 1% of NRG South Texas. Texas is the principal place of business for Texas Genco Holdings, Inc.,

Texas Genco GP, LLC, and NRG South Texas. Delaware is the principal place of business for Texas Genco LP, LLC.

2. Directors & Executive Officers

The following individuals, both of whom are U.S. citizens, are the directors of Texas Genco Holdings, Inc. and Managers of Texas Genco GP, LLC:

John B. "Thad" Hill, III
Edmund Daniels

The executive officers of Texas Genco Holdings, Inc., all of whom are U.S. citizens are as follows:

John B. "Thad" Hill, III, President
Edmund Daniels, Vice President & Secretary
Dean Hampton, Vice President, Controller
Clint Champion Freeland, Vice President, Treasurer

The executive officers of Texas Genco GP, LLC and NRG South Texas, all of whom are U.S. citizens, are as follows:

John B. "Thad" Hill, III, President
Edmund Daniels, Vice President & Secretary
Dean Hampton, Vice President, Controller
Clint Champion Freeland, Vice President, Treasurer
Kevin Howell, Vice President
Brad Porlier, Vice President
Don Poe, Vice President
Steve Winn, Vice President

NRG South Texas (the NRC licensee) is a limited partnership and does not have any officers or directors. Control of Texas Genco is exercised by its General Partner, Texas Genco GP, LLC, by and through its Managers, Thad Hill and Edmund Daniels. As noted above, its executive officers are the same as for Texas Genco GP, LLC.

V. FOREIGN OWNERSHIP OR CONTROL

NRG HoldCo will be a publicly traded company, and it will be owned by the shareholders of NRG Energy through an exchange of the stock of NRG Energy for shares in NRG HoldCo. NRG Energy is a publicly traded company. Its securities are traded on the New York Stock Exchange and are widely held. Section 13(d) of the Securities Exchange Act of 1934, as amended, 15 U.S.C. 78m(d), requires that a person or entity that owns or controls more than 5% of the securities of a company must file notice with the Securities and Exchange Commission (SEC). Based upon filings with the SEC, the NRG Energy is aware of one alien, foreign corporation, or foreign government that holds or may hold more than 5% of the securities of NRG Energy. Orbis Investment Management Ltd and Orbis Asset Management Ltd (Orbis), and associated Bermuda companies with principal offices in Bermuda, have filed a statement indicating that as of December 31, 2006, Orbis owned approximately 5.91% of the NRG Energy shares outstanding at that time. Orbis does not have any representation on the NRG Energy Board of Directors and its SEC filing specifically certifies that Orbis did not acquire these NRG Energy shares for the purpose of or with the effect of changing or influencing the control of NRG Energy. *See* 17 CFR 240.13d-1(c)(1) (requirements for Schedule 13G filing).

The directors and executive officers of NRG Energy are United States citizens, except for one director, Maureen Miskovic, who is a citizen of the United Kingdom and permanent resident of the United States, and one executive officer, Jan C. Paulin, who is a citizen of Denmark and permanent resident of the United States. A single director with foreign citizenship will not be able to exercise control over NRG HoldCo, nor will a single executive officer.

For the avoidance of doubt, the NRG Energy Board of Directors previously established a nuclear oversight committee made up solely of U.S. citizens, to which the Board delegated decision-making authority for any decisions that might be made by NRG Energy that could

affect the safety of any NRC-licensed facilities owned or controlled by NRG Energy. However, NRG Energy does not believe that continuation of this Nuclear Oversight Committee is necessary to mitigate foreign ownership, control or domination. Thus, it does not plan to maintain such a committee for this purpose. Rather, it is expected that the Board of Directors of NRG HoldCo may choose to maintain a Nuclear Oversight Committee (NOC) as necessary and appropriate for its business purposes, in order to oversee activities of the company involving existing or proposed NRC-licensed facilities that are important to its business. If a NOC is maintained by the company, the members of the NOC will be U.S. citizens.

There is no reason to believe that NRG HoldCo will be owned, controlled, or dominated by any alien, foreign corporation, or foreign government. Thus, the corporate restructuring of NRG Energy and the establishment of NRG HoldCo as the parent entity will not result in any foreign ownership, domination, or control of NRG South Texas within the meaning of the Atomic Energy Act of 1954, as amended.

VI. TECHNICAL QUALIFICATIONS

The technical qualifications of STPNOC are not affected by the proposed indirect transfer of control. There will be no physical changes to STP and no changes in the officers, personnel, or day-to-day operations of STP in connection with the indirect transfer of control. It is anticipated that STPNOC will at all times remain the licensed operator of STP.

VII. FINANCIAL QUALIFICATIONS

A. Projected Operating Revenues and Operating Costs

NRG Energy will continue to own and operate its existing portfolio of approximately 24,000 MWe of net electrical generating capacity, and the operations of NRG Energy and NRG South Texas will not be materially changed by the indirect transfer of control due to the establishment of NRG HoldCo as the corporate parent of NRG Energy. Financial information regarding NRG

Energy is provided in its 2006 SEC Form 10-K Annual Report, which is available at http://www.snl.com/irweblinkx/doc.aspx?iid=4057436&did=5411305." That information and the following additional information confirms that NRG South Texas will continue to possess, or have reasonable assurance of obtaining, the funds necessary to cover its pro rata share of the estimated operating costs of STP for the period of the licenses in accordance with 10 CFR 50.33(f)(2) and the Standard Review Plan on Power Reactor Licensee Financial Qualifications and Decommissioning Funding Assurance (NUREG-1577, Rev. 1) ("Standard Review Plan").

Financial Statement Schedules for NRG Energy and its subsidiaries are provided beginning on page 121 (".html" version) and page 190 of 389 (".pdf" version) of the Annual Report and Consolidated Balance Sheets beginning on page 126 (".html" version) and page 196 of 389 (".pdf" version). These balance sheets reflect NRG Energy's position as a strong and healthy energy company and are consistent with NRC's previous positive findings regarding the financial qualifications of NRG Energy. The proposed establishment of NRG HoldCo as the parent company for NRG Energy will not have any adverse effect on these balance sheets. Thus, NRG Energy will maintain a strong financial position and ability to fund the ongoing operations of NRG South Texas, if necessary.

NRG Energy has prepared Projected Income Statements for NRG South Texas LP, reflecting revenues and costs associated with NRG South Texas LP's 44% interest in STP, for the five-year period from January 1, 2007 until December 31, 2011. Copies of the Projected Income Statements and related information are contained in a separately bound proprietary Attachment 2A. NRG Energy requests that Attachment 2A be withheld from public disclosure, as described in the Affidavit of Thad Hill provided in Attachment 3. A redacted version of this projection, suitable for public disclosure, is provided as Attachment 2.

The Projected Income Statements show that anticipated revenues from sales of capacity and energy from STP provide reasonable assurance of an adequate source of funds to meet NRG South Texas's *pro rata* share of STP's ongoing operating and maintenance expenses. In addition, NRG Energy has provided a support agreement dated April 11, 2006, whereby NRG Energy committed to provide up to $120 million in equity investment, capital contribution or loans, if necessary for NRC South Texas, to satisfy the need for funding its *pro rata* share of STP's ongoing operating and maintenance expenses. A copy of this agreement is provided in Attachment 4, and a copy was previously provided in STPNOC's letter (Reference ML061110194) dated April 13, 2006. By its own terms, this agreement became effective upon completion of the 2006 restructuring which was reported to NRC by STPNOC's letter (NOC-AE-06002023) dated May 25, 2006.

NRG Texas LLC has provided a separate commitment to provide the same funding in lieu of, but not in addition to, the funding committed by NRG Energy. The terms of this Amended and Restated Support Agreement were approved by NRC letter dated November 2, 2006 (Reference ML062980024), and a copy of the executed agreement is provided in Attachment 4.

The support agreements will remain in force unchanged and unaffected by the proposed transaction and will continue to provide funding in an amount that is adequate to fund approximately one year's worth of the average projected obligations of NRG South Texas for its share of the fixed operations and maintenance (O&M) of STP. This financial support exceeds the guidance (source of funds for six month's worth of fixed O&M) set forth in NRC's Standard Review Plan. The financial information provided in NRG Energy's Annual Report demonstrates

that NRG Energy has adequate sources of funds to provide funding pursuant to the $120 million Support Agreement with NRG South Texas LP, if called upon to do so.

B. Decommissioning Funding

The financial qualifications of NRG South Texas to continue to own a 44% undivided ownership interest in STP are further demonstrated by the fact that NRG South Texas will continue to provide financial assurance for decommissioning funding in accordance with 10 CFR 50.75(e)(1)(i) and (ii), using the external sinking fund method with access to non-bypassable charges to retail ratepayers. NRG South Texas currently maintains and will continue to maintain decommissioning trust funds that have been established to provide funding for decontamination and decommissioning of its 44% undivided ownership interest in STP. NRG South Texas will continue to maintain these external sinking funds segregated from its assets and outside its administrative control in accordance with the requirements of 10 CFR 50.75(e)(1)(i) and (ii).

In addition, the regulated electric distribution company owned by CenterPoint Energy, a previous STP owner, or its successor will continue to collect from its electric utility ratepayers costs associated with the decommissioning of a 30.8% interest in STP "pursuant to a non-bypassable charge" (within the meaning of 10 CFR 50.75(e)(1)(ii)(B)), and transfer all such funds to NRG South Texas or to the decommissioning trust for the benefit of NRG South Texas. NRG South Texas, in turn, will deposit the amounts received for this purpose into the decommissioning trust. These decommissioning funding arrangements were specifically approved by the Public Utility Commission of Texas (PUCT). See PUCT Order, Docket 21956 (March 15, 2001). Similarly, AEP Texas Central Company (TCC) will continue to collect from its electric utility ratepayers the decommissioning costs associated with NRG South Texas's 13.2% interest in STP that was previously owned by TCC. TCC will provide such funds for

deposit in NRG South Texas's nuclear decommissioning trust funds. These arrangements assure that NRG South Texas will have the total amount of funds estimated to be needed for decommissioning pursuant to 10 CFR 50.75(c), 50.75(f), and 50.82.

The status of NRG South Texas's decommissioning funding as of December 31, 2006 was reported to NRC in Attachment 1 to STPNOC's letter (NOC-AE- 07002132) dated March 27, 2007. Additional information regarding the decommissioning trusts is provided on page 33 (".html" version) or page 56 of 389 (".pdf" version) of NRG Energy's 2006 10-K. As of December 31, 2006, NRG South Texas's decommissioning trust assets had a total market value of $352 million. The funds are governed by trust agreements that are subject to existing NRC license conditions.

As is amply demonstrated above, in accordance with 10 CFR 50.75, there is reasonable assurance that by the end of licensed operation of STP, NRG South Texas will have obtained the funds necessary to cover its share of the estimated decommissioning costs of STP.

VIII. ANTITRUST INFORMATION

This Application post-dates the issuance of the STP operating licenses, and therefore no antitrust review is required or authorized. Based upon the Commission's decision in *Kansas Gas and Electric Co., et al.* (Wolf Creek Generating Station, Unit 1), CLI-99-19, 49 NRC 441 (1999), the Atomic Energy Act of 1954, as amended, does not require or authorize antitrust reviews of post-operating license transfer applications.

IX. RESTRICTED DATA AND CLASSIFIED NATIONAL SECURITY INFORMATION

The proposed transfers do not contain any Restricted Data or other Classified National Security Information or result in any change in access to such Restricted Data or Classified National Security Information. STPNOC's existing restrictions on access to Restricted Data and

Classified National Security Information are unaffected by the proposed transfers. In compliance with Section 145(a) of the Act, the applicants agree that restricted or classified defense information will not be provided to any individual until the Office of Personnel Management investigates and reports to the NRC on the character, associations, and loyalty of such individual, and the NRC determines that permitting such person to have access to Restricted Data will not endanger the common defense and security of the United States.

X. ENVIRONMENTAL CONSIDERATIONS

The requested consent to indirect transfer of control of the STP licenses is exempt from environmental review because it falls within the categorical exclusion contained in 10 CFR 51.22(c)(21), for which neither an Environmental Assessment nor an Environmental Impact Statement is required. Moreover, the proposed indirect transfer does not involve any amendment to the facility operating licenses or other change, and it will not directly affect the actual operation of STP in any substantive way. The proposed transfer does not involve an increase in the amounts, or a change in the types, of any radiological effluents that may be allowed to be released off-site, and involves no increase in the amounts or change in the types of non-radiological effluents that may be released off-site. Further, there is no increase in the individual or cumulative operational radiation exposure, and the proposed transfer has no environmental impact.

XI. PRICE-ANDERSON INDEMNITY AND NUCLEAR INSURANCE

The proposed indirect transfer of control does not affect the existing Price-Anderson indemnity agreement for STP, and does not affect the required nuclear property damage insurance pursuant to 10 CFR 50.54(w) and nuclear energy liability insurance pursuant to Section 170 of the Act and 10 CFR Part 140.

XII. EFFECTIVE DATE AND OTHER REQUIRED REGULATORY APPROVALS

NRG Energy plans to effect the indirect transfer of control of NRG South Texas and its 44% interest in STP and corresponding interest in STPNOC on a closing date to take place upon receipt of the required regulatory approvals. The proposed reorganization will require filings with the Federal Energy Regulatory Commission and the Securities and Exchange Commission, as well as potential approvals from certain state regulators. However, NRG Energy expects that NRC's approval will be the critical path gating item for the completion of the proposed corporate restructuring.

Accordingly, NRG Energy requests that NRC review this Application on a schedule that will permit the issuance of NRC consent to the indirect transfer of control as soon as possible and no later then September 1, 2007. Such consent should be made immediately effective upon issuance and should permit the indirect transfer of control at any time within one year after issuance of such consent. STPNOC will inform the NRC if there are any significant developments that will impact the schedule.

XIII. CONCLUSION

Based upon the foregoing information, STPNOC respectfully requests, on behalf of NRG South Texas and NRG Energy, that the NRC issue an Order consenting to the indirect transfer of control of the Facility Operating Licenses, Nos. NPF-76 and NPF-80, for NRG South Texas's 44% undivided ownership interest in STP, as well as its interest in STPNOC to the extent NRC's consent is required.

Figure 1:
Simplified Current Organizational Chart for NRG Energy, Inc.

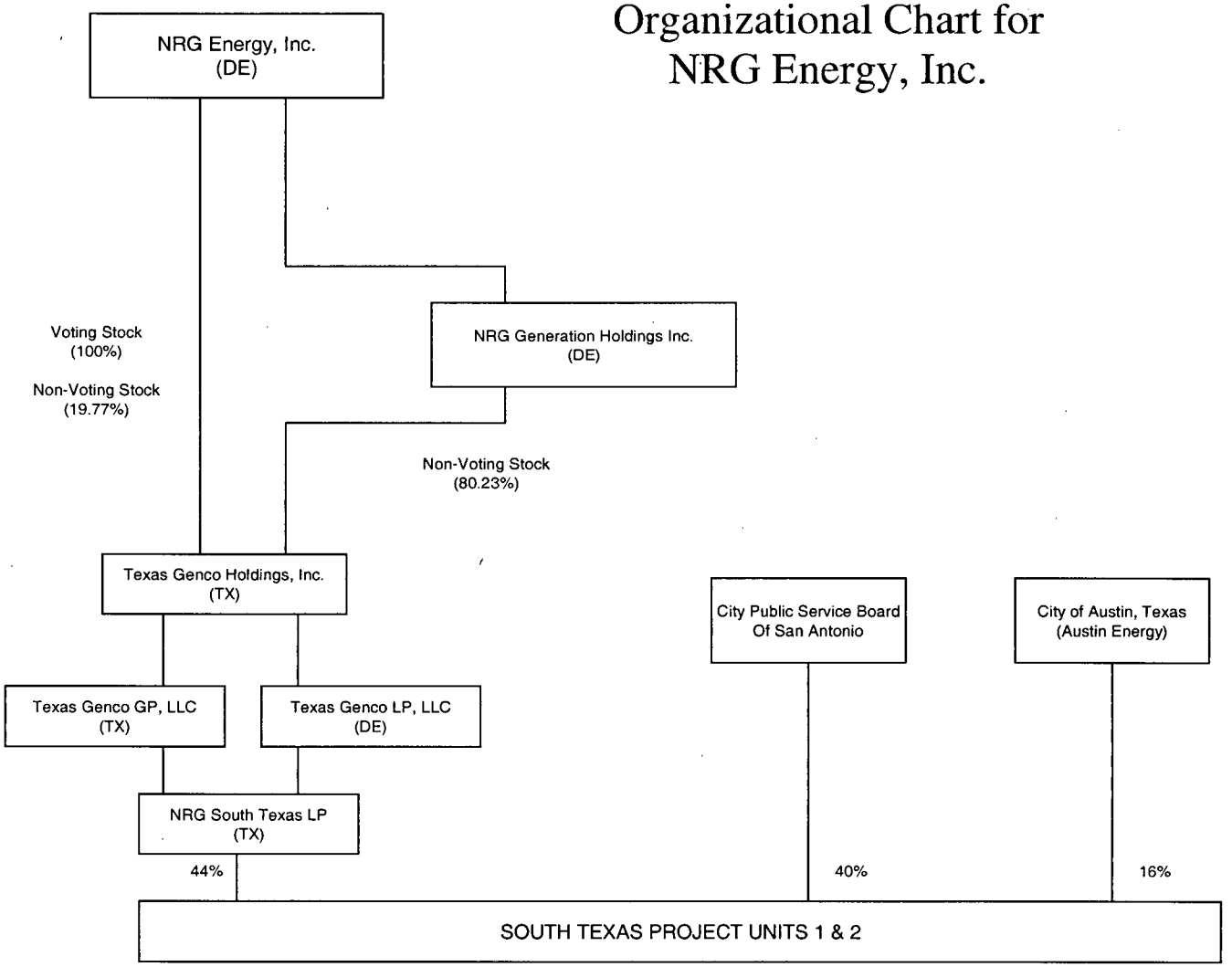
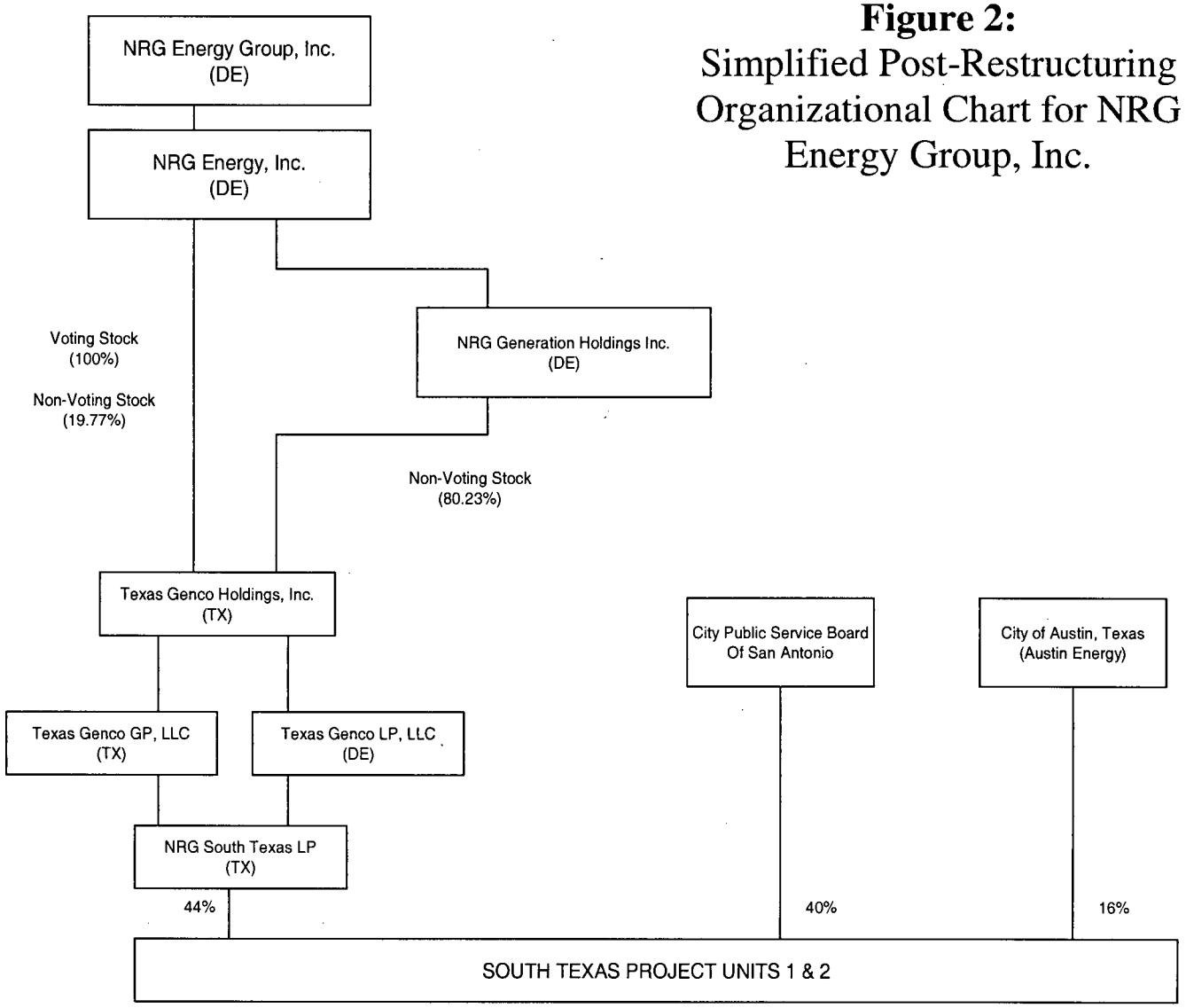


Figure 2:
Simplified Post-Restructuring Organizational Chart for NRG Energy Group, Inc.



ATTACHMENT 1

2006 Form 10-K of NRG Energy, Inc.

The 2006 NRG Form 10-K can be found at internet address:

http://www.snl.com/irweblinkx/doc.aspx?iid=4057436&did=5411305

ATTACHMENT 2

Projected Income Statement of
NRG South Texas LP
(Non-Proprietary Version)

Projected Income Statement of NRG South Texas LP

	2007	2008	2009	2010	2011
Assume STP Capacity					
Assumed STP Capacity Factor					
Total MWhs Available					
Weighted Average Price					
Revenue					
Nuclear Fuel					
Gross Margin					
Operation & Maintenance					
General and Administrative					
Taxes Other than Income					
Nuclear Fuel Amortization Add-back					
EBITDA					
Depreciation & Amortization					
EBIT					
Interest Expense					
EBT					
Tax Expense (33%)					
Net Income					

ATTACHMENT 3

10 CFR 2.390 Affidavit of Thad Hill

UNITED STATES OF AMERICA
NUCLEAR REGULATORY COMMISSION

In the Matter of	)	
	)	
STP Nuclear Operating Company	)	Docket Nos. 50-498
	)	50-499
South Texas Project Units 1 and 2	)	

AFFIDAVIT

I, Thad Hill, Manager and President of Texas Genco GP, LLC; the General Partner of NRG South Texas LP, and Executive Vice President and Regional President, NRG Texas of NRG Energy, Inc. do hereby affirm and state:

1. I am authorized to execute this affidavit on behalf of NRG South Texas LP and NRG Energy, Inc.

2. NRG South Texas LP is providing information in support of its Application for Order Approving Indirect Transfer of Control of Licenses. The information being provided in Attachment 2A contains financial projections related to its ownership of the South Texas Project Electric Generating Station. Attachment 2A constitutes proprietary commercial and financial information that should be held in confidence by the NRC pursuant to the policy reflected in 10 CFR 2.390(a)(4), because:

    i. This information is and has been held in confidence by NRG South Texas LP and its affiliates

    ii. This information is of a type that is customarily held in confidence by NRG South Texas LP and its affiliates, and there is a rational basis for doing so because the information contains sensitive financial information concerning projected revenues and operating expenses of NRG South Texas LP.

    iii. This information is being transmitted to the NRC voluntarily and in confidence.

    iv. This information is not available in public sources and could not be gathered readily from other publicly available information.

    v. Public disclosure of this information would create substantial harm to the competitive position of NRG South Texas LP and its affiliates by disclosing its internal financial projections.

3. Accordingly, NRG South Texas LP requests that the designated documents be withheld from public disclosure pursuant to 10 CFR 2.390(a)(4).

Thad Hill
Manager and President

STATE OF TEXAS)
COUNTY OF Harris)

Subscribed and sworn to me, a Notary Public, in and for the State of Texas, this 26 day of April, 2007.

ROSE GALLARDO
Notary Public, State of Texas
My Commission Expires
March 23, 2008

Notary Public in and for the
State of Texas

ATTACHMENT 4

Support Agreement of NRG Energy, Inc.
&
Support Agreement of NRG Texas LLC

SUPPORT AGREEMENT

THIS SUPPORT AGREEMENT (as amended, supplemented or otherwise modified from time to time, this "Agreement"), dated as of April 11, 2006, between NRG Energy, Inc., a Delaware corporation (the "Parent"), NRG South Texas LP, a Texas limited partnership ("LP"), and NRG Texas LLC, an affiliate and a Delaware limited liability company formerly known as Texas Genco LLC.

WITNESSETH:

WHEREAS, Parent is the indirect owner of 100% of the limited partnership and general partnership interests of LP;

WHEREAS, LP is the owner of an undivided interest in the South Texas Project Nuclear Generating Station ("STP") and is party to that certain Amended and Restated South Texas Project Participation Agreement, effective as of November 17, 1997 (as amended, supplemented or otherwise modified from time to time, the "STP Participation Agreement"), and that certain South Texas Project Operating Agreement, dated and effective as of November 17, 1997 (as amended, supplemented or otherwise modified from time to time, the "STP Operating Agreement");

WHEREAS, pursuant to the Section 3.1 of the STP Operating Agreement, LP has agreed to pay to STP Nuclear Operating Company, a Texas non-profit corporation and the operator of STP ("STPNOC"), its Participant's Share of the Costs of Operations (as such terms are defined in the STP Operating Agreement);

WHEREAS, Parent and LP desire to take certain actions to enhance and maintain the financial condition of LP as hereinafter set forth in order to ensure its ability to pay to STPNOC its Participant's Share of the Costs of Operations;

WHEREAS, NRG Texas LLC entered into a Support Agreement with Subsidiary dated April 13, 2005 ("April 2005 Agreement"), that is substantially identical in form and substance to this Agreement, and it is the intention of Parent, Subsidiary and NRG Texas LLC that this Agreement augment the April 2005 Agreement; and

WHEREAS, NRG Texas LLC plans to distribute the voting stock of Texas Genco Holdings, Inc. ("TGN"), a parent company of LP that owns and controls LP, to Parent;

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. Support Payments. At all times while this Agreement is in effect and subject to the limitations set forth in paragraphs 3, 4, and 5, Parent agrees that it will make, or cause one of its subsidiaries or affiliates to make, to the extent necessary, a Support Payment (as defined in paragraph 2) to LP in order to ensure that LP has sufficient liquidity in order to pay to STPNOC its Participant's Share of the Costs of Operations. Any Support Payments required by this Agreement shall be made not later than the end of the next fiscal quarter.

2. Commitment to Provide Capital. If during the term of this Agreement, Parent is required to make a Support Payment to LP, such payment may be provided by Parent, or any subsidiary or affiliate of Parent, at Parent's option, either as an equity investment or capital contribution or as a loan, in each case in cash or other liquid assets (any of the foregoing, "Support Payment"). If such payment is advanced to LP as a loan, the loan shall be on such terms and conditions, including maturity and rate of interest, as Parent and LP shall agree.

3. Limitation of Parent's Support Obligations. Each of Parent and LP agree that Parent shall not be required to make, or cause its subsidiaries or affiliates to make, Support Payments to LP in excess of $120,000,000 in the aggregate during the term of the Agreement, provided, however, that the total aggregate Support Payments of $120,000,000 available under this Agreement shall be reduced by any amount of Support Payment made pursuant to the April 2005 Agreement.

4. Not a Guaranty. This Agreement, its provisions and any actions pursuant hereto by Parent shall not constitute or be deemed to constitute a direct or indirect guaranty by Parent of any indebtedness for borrowed money or other obligation or liability of any kind or character whatsoever of LP, including, without limitation, any obligation of LP to make any payment or to perform any obligation required of it under the STP Participation Agreement or the STP Operating Agreement.

5. STP Participants and Creditors. The Subsidiary shall not be permitted to amend, supplement or otherwise modify either the STP Participation Agreement or the STP Operating Agreement without the prior written counsel of Parent. In the event that LP violates this paragraph 5, Parent's obligations to provide Support Payments hereunder shall be suspended.

6. Rights of Participants and Creditors. The obligations of Parent pursuant to this Agreement are to LP only and do not run to and are not enforceable directly by STPNOC, any other Participant (as defined in the STP Participation Agreement) or any creditor of LP or other entity or person, nor shall this Agreement cause Parent to be responsible for payments of any obligation of LP to STPNOC, any Participant or any creditor or other entity or person or give rise to any recourse by STPNOC, any Participant, creditor or other entity or person to or against Parent or any of its assets or properties.

7. Waivers. Any failure by any party hereto, at any time or times hereafter, to require strict performance by the other party of any provision of this Agreement shall not waive, affect or diminish any right of any party thereafter to demand strict compliance and performance therewith. None of the agreements contained in this Agreement shall be deemed to have been suspended or waived by any party hereto unless such suspension or waiver is in writing.

8. Amendments and Termination. This Agreement may be amended, modified or terminated at any time by the parties hereto only by a written instrument signed by both Parent and LP. This Agreement shall terminate upon the termination of the STP Operating Agreement.

9. Successors. This Agreement shall be binding upon, and shall insure to the benefit of, the parties hereto and their respective successors and assigns, provided that LP may not assign, transfer or pledge its rights hereunder without the prior written consent of Parent. This Agreement is not intended for the benefit of any entity or person other than the parties hereto, and shall not confer or be deemed to confer upon any other such entity or person any benefits, rights or remedies hereunder.

10. Governing Law; Severability. This Agreement and all rights and obligations hereunder shall be governed by and construed and enforced in accordance with the laws of the State of New York. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

11. NRG South Texas LP. NRG South Texas LP shall take no action to cause NRG Energy, Inc., or its successors and assigns, to void, cancel or modify its $120 million contingency commitment to NRG South Texas LP or cause it to fail to perform or impair its performance under the commitment, or remove or interfere with NRG South Texas LP's ability to draw upon the commitment, without the prior written consent of the Director of the Office of Nuclear Reactor Regulation. Also, NRG South Texas LP shall inform the Nuclear Regulatory Commission ("NRC") in writing any time that it draws upon the $120 million commitment.

12. April 2005 Agreement. It is the intention of the parties hereto that this Agreement shall not substitute for the obligations NRG Texas LLC under the April 2005 Agreement, which shall continue in effect. However, it is intended that the total aggregate amount of Support Payments under both this Agreement and the April 2005 Agreement be limited to $120,000,000. Pursuant to the terms of the April 2005 Agreement, NRG Texas LLC shall seek the prior written consent of the NRC's Director of the Office of Nuclear Reactor Regulation to amend the April 2005 Agreement to provide for a limitation under that agreement, similar to the terms of Paragraph 3 hereof. As such, upon amendment, the April 2005 Agreement will provide that the total aggregate Support Payments of $120,000,000 available under the April 2005 Agreement shall be reduced by any amount of Support

Payment made pursuant to this Agreement.

13. Effective Date. This Agreement is effective upon the distribution of the voting stock of TGN to Parent.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

NRG ENERGY, INC., a Delaware corporation

By: _____

Name: George Schaefer

Title: VP + Treasurer

EDD

NRG SOUTH TEXAS LP, a Texas limited partnership

By: Texas Genco GP, LLC, its general partner and a Texas limited liability company

By: _____

Name:

Title:

NRG TEXAS LLC, a Delaware limited liability company (formerly known as, Texas Genco LLC)

By: _____

Name:

Title:

Payment made pursuant to this Agreement.

13. Effective Date. This Agreement is effective upon the distribution of the voting stock of TGN to Parent.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

NRG ENERGY, INC., a Delaware corporation

By: _____
Name: George Schaefer
Title: VP + Treasurer

EDD

NRG SOUTH TEXAS LP, a Texas limited partnership

By: Texas Genco GP, LLC, its general partner and a Texas limited liability company

By: _____
Name: Steven Winn
Title: President

NRG TEXAS LLC, a Delaware limited liability company (formerly known as, Texas Genco LLC)

By: _____
Name: Steven Winn
Title: President

SUPPORT AGREEMENT

THIS AMENDED AND RESTATED SUPPORT AGREEMENT (as amended, supplemented or otherwise modified from time to time, this "Agreement"), dated as of November 2, 2006, between NRG Texas LLC, a Delaware limited liability company (the "Affiliate"), and Texas Genco, LP, a Texas limited partnership ("LP").

WITNESSETH:

WHEREAS, Affiliate, formerly known as "Texas Genco LLC," entered into a Support Agreement with LP dated April 13, 2005;

WHEREAS, the parent of Affiliate, NRG Energy, Inc., is the indirect owner of 100% of the limited partnership and general partnership interests of LP and entered into a Support Agreement with LP dated as of April 11, 2006 similar to the terms hereof ("2006 Agreement");

WHEREAS, LP is the owner of an undivided interest in the South Texas Project Nuclear Generating Station ("STP") and is party to that certain Amended and Restated South Texas Project Participation Agreement, effective as of November 17, 1997 (as amended, supplemented or otherwise modified from time to time, the "STP Participation Agreement"), and that certain South Texas Project Operating Agreement, dated and effective as of November 17, 1997 (as amended, supplemented or otherwise modified from time to time, the "STP Operating Agreement");

WHEREAS, pursuant to the Section 3.1 of the STP Operating Agreement, LP has agreed to pay to STP Nuclear Operating Company, a Texas non-profit corporation and the operator of STP ("STPNOC"), its Participant's Share of the Costs of Operations (as such terms are defined in the STP Operating Agreement); and

WHEREAS, the Affiliate and LP desire to take certain actions to enhance and maintain the financial condition of LP as hereinafter set forth in order to ensure its ability to pay to STPNOC its Participant's Share of the Costs of Operations;

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. Support Payments. At all times while this Agreement is in effect and subject to the limitations set forth in paragraphs 3, 4, and 5, Affiliate agrees that it will make, or cause one of its subsidiaries or affiliates to make, to the extent necessary, a Support Payment (as defined in paragraph 2) to LP in order to ensure that LP has sufficient liquidity in order to pay to STPNOC its Participant's Share of the Costs of Operations. Any Support Payments required by this Agreement shall be made not later than the end of the next fiscal quarter.

2. Commitment to Provide Capital. If during the term of this Agreement, Affiliate is required to make a Support Payment to LP, such payment may be provided by Affiliate, or any subsidiary, affiliate or parent of Affiliate, at Affiliate's option, either as an equity investment or capital contribution or as a loan, in each case in cash or other liquid assets (any of the foregoing, "Support Payment"). If such payment is advanced to LP as a loan, the loan shall be on such terms and conditions, including maturity and rate of interest, as Affiliate and LP shall agree.

3. Limitation of Affiliate's Support Obligations. Each of Affiliate and LP agree that Affiliate shall not be required to make, or cause its subsidiaries, affiliates or parents to make, Support Payments to LP in excess of $120,000,000 in the aggregate during the term of the Agreement, provided, however, that the total aggregate Support Payments of $120,000,000 available under this Agreement shall be reduced by any amount of Support Payment made pursuant to the 2006 Agreement with NRG Energy, Inc.

4. Not a Guaranty. This Agreement, its provisions and any actions pursuant hereto by Affiliate shall not constitute or be deemed to constitute a direct or indirect guaranty by Affiliate of any indebtedness for borrowed money or other obligation or liability of any kind or character whatsoever of LP, including, without limitation, any obligation of LP to make any payment or to perform any obligation required of it under the STP Participation Agreement or the STP Operating Agreement.

5. STP Participation Agreement and STP Operating Agreement. The Subsidiary shall not be permitted to amend, supplement or otherwise modify either the STP Participation Agreement or the STP Operating Agreement without the prior written consent of NRG Energy, Inc. In the event that LP violates this paragraph 5, Affiliate's obligations to provide Support Payments hereunder shall be suspended.

6. Rights of Participants and Creditors. The obligations of Affiliate pursuant to this Agreement are to LP only and do not run to and are not enforceable directly by STPNOC, any other Participant (as defined in the STP Participation Agreement) or any creditor of LP or other entity or person, nor shall this Agreement cause Affiliate to be responsible for payments of any obligation of LP to STPNOC, any Participant or any creditor or other entity or person or give rise to any recourse by STPNOC, any Participant, creditor or other entity or person to or against Affiliate or any of its assets or properties.

7. Waivers. Any failure by any party hereto, at any time or times hereafter, to require strict performance by the other party of any provision of this Agreement shall not waive, affect or diminish any right of any party thereafter to demand strict compliance and performance therewith. None of the agreements contained in this Agreement shall be deemed to have been suspended or waived by any party hereto unless such suspension or waiver is in writing.

8. Amendments and Termination. This Agreement may be amended, modified or termination at any time by the parties hereto only by a written instrument signed by both Affiliate and LP. This Agreement shall terminate upon the termination of the STP Operating Agreement.

9. Successors. This Agreement shall be binding upon, and shall insure to the benefit of, the parties hereto and their respective successors and assigns, provided that LP may not assign, transfer or pledge its rights hereunder without the prior written consent of Affiliate. This Agreement is not intended for the benefit of any entity or person other than the parties hereto, and shall not confer or be deemed to confer upon any other such entity or person any benefits, rights, or remedies hereunder.

10. Governing Law; Severability. This Agreement and all rights and obligations hereunder shall be governed by and construed and enforced in accordance with the laws of the State of New York. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

11. NRG South Texas LP. Texas Genco, LP shall take no action to cause NRG Texas LLC, or its successors and assigns, to void, cancel or modify its $120 million contingency commitment to NRG South Texas LP or cause it to fail to perform or impair its performance under the commitment, or remove or interfere with NRG South Texas LP's ability to draw upon the commitment, without the prior written consent of the Director of the Office of Nuclear Reactor Regulation. Also, NRG South Texas LP shall inform the NRC in writing any time that it draws upon the $120 million commitment.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

NRG TEXAS LLC, a Delaware limited liability company (formerly known as Texas Genco LLC)

By: _____
Name: Steve Winn
Title: President

TEXAS GENCO, LP, a Texas limited partnership

By: Texas Genco GP , LLC, its general partner and a Texas limited liability company

By: _____
Name: Steve Winn
Title: President