

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549
Form U-5S/A

AMENDMENT NO. 1 TO
ANNUAL REPORT

For the year ended December 31, 2003

Filed pursuant to the Public Utility Holding Company Act of 1935

by

CenterPoint Energy, Inc.
1111 Louisiana
Houston, Texas 70002

Utility Holding, LLC
200 West Ninth Street Plaza
Suite 411
Wilmington, Delaware 19801

The following sections of CenterPoint Energy, Inc.'s ("CenterPoint") Form U-5S for the year ended December 31, 2003, filed on May 3, 2004 with the Securities and Exchange Commission (the "Commission") are hereby amended or restated as indicated below.

ITEM 6. OFFICERS AND DIRECTORS - PART I.

The names, principal address and positions held as of December 31, 2003 of the officers and directors of system companies is presented in the tables on the following pages. The principal business address of each officer and director is indicated in such tables by the numbers (1) through (10). The addresses associated with these number designations are shown in the address key below. The symbols used to indicate the positions held by officers and directors are shown in the position symbol key below.

DIRECTORS AND OFFICERS	CENTERPOINT ENERGY, INC.	CENTERPOINT ENERGY SERVICE COMPANY, LLC	UTILITY HOLDING, LLC
Milton Carroll (1)	D, COB	COB	
John T. Cater (1)	D		
Darrill Cody (1)	D		
O. Holcombe Crosswell (1)	D		
Thomas F. Madison (1)	D		
David M. McClanahan (1)	D, P, CEO	M, P, CEO	
Michael E. Shannon (1)	D		
Scott E. Rozzell (1)	EVP, GC, S	EVP, GC, S	
Stephen C. Schaeffer(1)	EVP, GP	EVP, GP	
Gary L. Whitlock (1)	EVP, CFO	EVP, CFO	
James S. Brian (1)	SVP, CAO	SVP, CAO	
Johnny L. Blau (1)	SVP	SVP	
Preston Johnson, Jr. (1)	SVP	SVP	
Thomas R. Standish (1)			
David G. Tees (1)	SVP	SVP	
Bernard J. Angelo (10)			
Patricia F. Genzel (2)			M, P, S
Andrew L. Stidd (10)			
Jeff W. Bonham (1)	VP	VP	
Rick L. Campbell (1)	VP	VP	
Walter L. Fitzgerald (1)	VP, CO	VP, CO	
Patricia F. Graham (1)	VP	VP	
John C. Houston (1)			
Marc Kilbride (1)	VP, T	VP, T	
Floyd J. LeBlanc (1)	VP	VP	

DIRECTORS AND OFFICERS	CNP FUNDING COMPANY	CNP HOUSTON ELECTRIC, LLC	CNP TRANSITION BOND COMPANY
Milton Carroll (1)			
John T. Cater (1)			
Darrill Cody (1)			
O. Holcombe Crosswell (1)			
Thomas F. Madison (1)			
David M. McClanahan (1)	D, C, P	M, C	
Michael E. Shannon (1)			
Scott E. Rozzell (1)	VP, S	EVP, GC, S	EVP, GC, S
Stephen C. Schaeffer(1)			
Gary L. Whitlock (1)	VP	EVP, CFO	M, P
James S. Brian (1)		SVP, CAO	M, SVP, CAO
Johnny L. Blau (1)			
Preston Johnson, Jr. (1)			
Thomas R. Standish (1)		P, COO	
David G. Tees (1)			
Bernard J. Angelo (10)			M
Patricia F. Genzel (2)			
Andrew L. Stidd (10)			M
Jeff W. Bonham (1)			
Rick L. Campbell (1)			
Walter L. Fitzgerald (1)			VP, C
Patricia F. Graham (1)			
John C. Houston (1)		VP	
Marc Kilbride (1)	VP, T	VP, T	M, VP, T
Floyd J. LeBlanc (1)			

Andi J. McCormac (1)		
Joseph B. McGoldrick (1)	VP	VP
Doyle W. McQuillon (1)		
Sharon Michael-Owens (1)		
H. Wayne Roesler (1)	VP	VP
Steven H. Schuler (1)	VP	VP
Rufus S. Scott (1)	VP, DGC, AS	VP, DGC, AS
Jim F. Schaefer (1)		
Allan E. Schoeneberg (1)	VP	VP
C. Dean Woods (1)	VP	VP
Richard B. Dauphin (1)	AS	AS
Gretchen H. Denum (1)	AS	AS
Linda Geiger (1)	AT	AT

Andi J. McCormac (1)			VP
Joseph B. McGoldrick (1)			
Doyle W. McQuillon (1)			VP, GM
Sharon Michael-Owens (1)			VP
H. Wayne Roesler (1)			
Steven H. Schuler (1)			
Rufus S. Scott (1)	VP, AS	VP, DGC, AS	VP, DGC, AS
Jim F. Schaefer (1)		VP, GM	
Allan E. Schoeneberg (1)			
C. Dean Woods (1)			
Richard B. Dauphin (1)	AS	AS	AS
Gretchen H. Denum (1)			
Linda Geiger (1)	AT	AT	AT

DIRECTORS AND OFFICERS

HI FINANCECO
GP, LLC

David M. McClanahan (1)	P
Scott E. Rozzell (1)	EVP, S
Gary L. Whitlock (1)	EVP, CFO
James S. Brian (1)	SVP, CAO
Marc Kilbride (1)	M, VP, T
Rufus S. Scott (1)	VP, AS
Richard B. Dauphin (1)	AS
Linda Geiger (1)	AT

DIRECTORS AND
OFFICERS

CNP ENERGY, CNP INVESTMENT
INC. (DE) MANAGEMENT, INC.

David M. McClanahan (1)	D	
Scott E. Rozzell (1)		
Gary L. Whitlock (1)		
Patricia F. Genzel (2)		D, P, S
Mike W. Watters (1)		D
Marc Kilbride (1)		
Kamini D. Patel (2)		VP, AS

Richard B. Dauphin (1)
Linda Geiger (1)

DIRECTORS AND OFFICERS	CNP POWER SYSTEMS, INC.	CNP PRODUCTS, INC.	CNP PROPERTIES, INC.	CNP TEGCO, INC.
David M. McClanahan (1)	C	D, P	D, C, P	D, P
Scott E. Rozzell (1)	VP, S	VP, S	VP, S	VP, S
Stephen C. Schaeffer (1)			D, VP	
Gary L. Whitlock (1)		VP		
James S. Brian (1)				
Marc Kilbride (1)	VP, T	VP, T	D, VP, T	VP, T
Allan E. Schoeneberg (1)			VP	
Rufus S. Scott (1)		VP, AS	VP, AS	VP, AS
Richard Snyder (1)	P, COO			
Richard B. Dauphin (1)	AS	AS	AS	AS
Linda Geiger (1)	AT	AT	AT	AT

DIRECTORS AND OFFICERS	NORAM ENERGY CORP.
David M. McClanahan (1)	P
Scott E. Rozzell (1)	VP, S
James S. Brian (1)	
Marc Kilbride (1)	VP, T
Rufus S. Scott (1)	
Richard B. Dauphin (1)	AS
Linda Geiger (1)	AT

DIRECTORS AND OFFICERS	TEXAS GENCO HOLDINGS, INC.	TEXAS GENCO GP, LLC	TEXAS GENCO LP, LLC	UTILITY RAIL SERVICES, INC.
J. Evans Attwell (1)	D			
Donald R. Campbell (1)	D			
Robert J. Cruikshank (1)	D			
Patricia A. Hemingway Hall (1)	D			
David M. McClanahan (1)	D, COB			C, P
Scott E. Rozzell (1)	D, EVP, GC, S	EVP, GC, S		VP, S
David G. Tees (1)	D, P, CEO	M, P		
Gary L. Whitlock (1)	D, EVP, CFO	EVP, CFO		
James S. Brian (1)	SVP, CAO	SVP, CAO		D, VP
Patricia F. Genzel (2)			M, P, S	
Walter L. Fitzgerald (1)	VP, C			
Marc Kilbride (1)	VP, T	VP, T		VP, T
Joseph B. McGoldrick (1)	VP			
Michael A. Reed (1)	VP	VP		
Rufus S. Scott (1)	VP, DGC, AS	VP, DGC, AS		VP, AS
Jerome D. Svatek (1)	VP			
Richard B. Dauphin (1)	AS	AS		AS
Linda Geiger (1)	AT	AT		AT

DIRECTORS AND OFFICERS	CNP RESOURCES, CORP.	ALG GAS SUPPLY COMPANY	ALLIED MATERIALS CORPORATION	ARKANSAS LOUISIANA FINANCE CORPORATION	ARKLA INDUSTRIES, INC.	ARKLA PRODUCTS COMPANY
David M. McClanahan (1)	D, C, P, CEO		D, C, CEO		D, P	
Scott E. Rozzell (1)	EVP, GC, S	VP, S	VP, S	VP, S	VP, S	EVP, S
Stephen C. Schaeffer (1)	EVP, GP					
Gary L. Whitlock (1)	EVP, CFO			D, VP	D, VP	
James S. Brian (1)	SVP, CAO	D, VP		D, VP	D, VP	D
Preston Johnson, Jr. (1)	SVP					
Kathleen Gardner Alexander (5)	AS	D, VP, GC		VP, AS		D
Constantine S. Liollio (1)		D, P		D, P		D, P
Jerry W. Plant (4)			D, P			
Wayne D. Stinnett, Jr. (1)			D, VP			

Walter L. Fitzgerald (1)	VP, CO					
Marc Kilbride (1)	VP, T	VP, T	VP, T	VP, T	VP, T	VP, T
Rufus S. Scott (1)	VP, DGC, AS	VP, AS		VP, AS	VP, AS	VP, AS
Brenda A. Bjorklund (8)	AS					
Richard B. Dauphin (1)	AS	AS	AS	AS	AS	AS
Daniel O. Hagen (8)	AS					
George C. Hepburn, III (1)	AS		VP, AS			
Linda Geiger (1)	AT	AT	AT	AT	AT	AT
Michelle Willis (3)	AS					

DIRECTORS AND OFFICERS	CNP ALTERNATIVE FUELS, INC.	CNP CONSUMER GROUP, INC.	CNP FIELD SERVICES, INC.	CNP FIELD SERVICES HOLDINGS, INC.	CNP GAS PROCESSING INC.	CNP GAS MARKETING COMPANY
David M. McClanahan (1)	D, P	D, C				
Scott E. Rozzell (1)	VP, S	VP, S	VP, S	VP, S	VP, S	VP, S
Edwin J. Spiegel (7)						SVP
Kevin J. Blase (7)						VP
Gary M. Cerny (8)		P				
Walter L. Ferguson (1)						
Hugh G. Maddox (3)			D, SVP, COO		D, SVP	
Benjamin J. Reese (1)						VP
Wayne D. Stinnett, Jr. (1)	D, VP					D, P
Cyril J. Zebot (1)				D, VP		
Marc Kilbride (1)	VP, T	VP, T	VP, T	VP, T	VP, T	VP, T
Andrea L. Newman (8)		VP				
Rufus S. Scott (1)	VP, AS	VP, AS	VP, AS	VP, AS	VP, AS	
Brenda A. Bjorklund (8)		AS				
Richard B. Dauphin (1)	AS	AS	AS	AS	AS	AS
George C. Hepburn, III (1)						VP, AS
Linda Geiger (1)	AT	AT	AT	AT	AT	AT
Michelle Willis (3)			AS		AS	

DIRECTORS AND OFFICERS	CNP GAS RECEIVABLES, LLC	CNP GAS TRANSMISSION COMPANY	CNP HUB SERVICES, INC.	CNP - ILLINOIS GAS TRANSMISSION COMPANY
David M. McClanahan (1)		D, P		
Scott E. Rozzell (1)	EVP, GC, S	VP, S	VP, S	VP, S
Gary L. Whitlock (1)	M, P			
James S. Brian (1)	SVP, CAO			
Frank B. Bilotta (9)	IM			
Walter L. Ferguson (1)		D, VP		D, VP
Constantine S. Liollo (1)				
Benjamin J. Reese (1)				
Wayne D. Stinnett, Jr. (1)				
Cyril J. Zebot (1)		VP	D, VP	VP
Walter L. Fitzgerald (1)	VP, CO			
Robert C. Hausler (1)		VP		
Marc Kilbride (1)	M, VP, T	VP, T	VP, T	VP, T
Rufus S. Scott (1)	VP, DGC, AS	VP, AS	VP, AS	VP, AS
Robert A. Trost (7)				VP
Richard B. Dauphin (1)	AS	AS	AS	AS
George C. Hepburn, III (1)				
Linda Geiger (1)	AT	AT	AT	AT
Michelle Willis (3)		AS		

DIRECTORS AND OFFICERS	CNP INTRASTATE HOLDINGS, LLC	PINE PIPELINE ACQUISITION COMPANY	CNP GAS SERVICES, INC.	CNP RETAIL INTERESTS, INC.	CNP - MRT CORPORATION	CNP MRT HOLDINGS, INC.
David M. McClanahan (1)					D, P	
Scott E. Rozzell (1)	VP, S			VP, S	VP, S	VP, S
Walter L. Ferguson (1)					D, VP	
Benjamin J. Reese (1)			VP			
Wayne D. Stinnett, Jr. (1)			D, P	D, P		
Cyril J. Zebot (1)	M, VP	M, VP			VP	D, P
Marc Kilbride (1)	VP, T		VP, T	VP, T	VP, T	VP, T
Rufus S. Scott (1)	VP, AS			VP, AS	VP, AS	VP, AS
Robert A. Trost (7)					VP	
Richard B. Dauphin (1)	AS			AS	AS	AS

Linda Geiger (1)	AT		AT	AT	AT	AT
Michelle Willis (3)					AS	
Sylvia Z. Zuroweste (7)					AS	
Kevin J. Blase (7)			VP			
James Best (1)			AS			
George C. Hepburn, III (1)			VP, GC, S			
Edwin J. Spiegel (7)			SVP			

DIRECTORS AND OFFICERS	CNP MRT SERVICES COMPANY	CNP PIPELINE SERVICES, INC.	CNP OQ, LLC	CNP TRADING & TRANSPORTATION GROUP, INC.
David M. McClanahan (1)				D, P
Scott E. Rozzell (1)	VP, S	VP, S	VP, S	VP, S
Walter L. Ferguson (1)		D, VP	D, VP	
Cyril J. Zebot (1)			VP	
Marc Kilbride (1)	VP, T	VP, T	VP, T	VP, T
Rufus S. Scott (1)	VP, AS	VP, AS	VP, AS	VP, AS
Robert A. Trost (7)	D, VP, GM			
Richard B. Dauphin (1)	AS	AS	AS	AS
Linda Geiger (1)	AT	AT	AT	AT
Michelle Willis (3)		AS		
Sylvia Z. Zuroweste (7)	AS			

DIRECTORS AND OFFICERS	ENTEX GAS MARKETING COMPANY	ENTEX NGV, INC.	ENTEX OIL & GAS COMPANY	INTEX, INC	CNP INTRASTATE PIPELINES, INC.
David M. McClanahan (1)	D, C, P	D, P	C, P		
Scott E. Rozzell (1)	VP, S	VP, S	VP, S	VP, S	
Benjamin J. Reese (1)	VP		VP		VP
Wayne D. Stinnett, Jr. (1)	D, SVP	D, VP	D, SVP	D, P	D, C, P
Marc Kilbride (1)	VP, T	VP, T	VP, T	VP, T	VP, T
Rufus S. Scott (1)	VP, AS	VP, AS		VP, AS	
Richard B. Dauphin (1)	AS	AS	AS	AS	AS
George C. Hepburn, III (1)			VP, AS		VP, GC, S
Linda Geiger (1)	AT	AT	AT	AT	AT

DIRECTORS AND OFFICERS	MINNESOTA INTRASTATE PIPELINE COMPANY	NATIONAL FURNACE COMPANY	NORAM UTILITY SERVICES, INC.	CNP FUNDS MANAGEMENT, INC.	UNITED GAS, INC.
David M. McClanahan (1)	D, C		D, P		D, P
Scott E. Rozzell (1)	VP, S	VP, S	VP, S	EVP, S	VP, S
Benjamin J. Reese (1)					
Wayne D. Stinnett, Jr. (1)					
James S. Brian (1)		D			
Kathleen Gardner Alexander (5)		D, VP, AS			
Gary M. Cerny (8)	D, P				
Kenneth Clowes				D, P	
Phillip R. Hammond (8)	D, VP				
Constantine S. Liolloio (1)		D, P			
Marc Kilbride (1)	VP, T	VP, T	VP, T	VP, T	VP, T
Rufus S. Scott (1)	VP, AS	VP, AS	VP, AS	VP, AS	VP, AS
Brenda A. Bjorklund (8)	AS				
Richard B. Dauphin (1)	AS	AS	AS	AS	AS
George C. Hepburn, III (1)					
Linda Geiger (1)	AT	AT	AT	AT	AT

DIRECTORS AND OFFICERS	CNP INTERNATIONAL, INC.	CNP INTERNATIONAL HOLDINGS, LLC	RE EL SALVADOR, S.A. DE C.V.	CNP INTERNATIONAL II, INC.	HIE FORD HEIGHTS, INC.
David M. McClanahan (1)	D, C, P				
Joseph B. McGoldrick (1)	VP	M, VP		D, VP	D, VP
Scott E. Rozzell (1)	EVP, S	VP, S		VP, S	VP, S
Gary L. Whitlock (1)	D, EVP	P		P	P
Marc Kilbride (1)	VP, T	VP, T	D	VP, T	VP, T
Steven H. Schuler (1)	VP	VP		VP	
Rufus S. Scott (1)	VP, AS	VP, AS		VP, AS	VP, AS
Richard B. Dauphin (1)	AS	AS		AS	AS
Linda Geiger (1)	AT	AT		AT	AT

DIRECTORS AND OFFICERS	BLOCK 368 GP, LLC	HIE FULTON, INC.	RE INDIA, INC	RE RAIN, INC.	CNP INTERNATIONAL SERVICES, INC.	CNP LIGHT, INC.
Joseph B. McGoldrick (1)	P	D, VP	D, VP	D, VP	D, VP	D, VP
Scott E. Rozzell (1)	VP, S	VP, S			VP, S	VP, S
Gary L. Whitlock (1)		P			P	P
Marc Kilbride (1)	VP, T	VP, T	VP, T	VP, T	VP, T	VP, T
Steven H. Schuler (1)	VP	VP	D, VP	D, VP	VP	D, VP
Rufus S. Scott (1)	VP, DGC, AS	VP, AS			VP, AS	
Douglas H. Darrow (1)			D	D		
Richard B. Dauphin (1)	AS	AS	AS	AS	AS	AS
Linda Geiger (1)	AT	AT	AT	AT	AT	AT

DIRECTORS AND OFFICERS	RE BRASIL, LTDA.	RE BRAZIL LTD.	HIE BRASIL RIO SUL LTDA.	RE INTERNATIONAL BRASIL LTDA.	RE BRAZIL TIETE LTD	RE COLOMBIA LTDA.	RE OUTSOURCE LTD.	VENUS GENERATION EL SALVADOR	WORLDWIDE ELECTRIC HOLDINGS B.V.
Steven H. Schuler (1)	DM	D	DM	DM	D	D	D	D	

A. POSITIONS CODES

ADT	Administrative Trustee
AS	Assistant Secretary
AT	Assistant Treasurer
C	Chairman
CAO	Chief Accounting Officer
CEO	Chief Executive Officer
CFO	Chief Financial Officer
CIO	Chief Information Officer
CO	Controller
COB	Chairman of the Board
COO	Chief Operating Officer
D	Director
DGC	Deputy General Counsel
DM	Delegate Member

DTR	Delaware Trustee
EVP	Executive Vice President
GC	General Counsel
GM	General Manager
GP	Group President
IM	Independent Manager
M	Manager
P	President
S	Secretary
SVP	Senior Vice President
T	Treasurer
TR	Trustee
VP	Vice President

B. ADDRESS CODES

1	1111 Louisiana Houston, Texas 77002
2	1011 Centre Road Suite 324 Wilmington, Delaware 19805
3	525 Milam Street Shreveport, Louisiana 71101
4	2301 N. W. 39th Expressway, Suite 200 Oklahoma City, OK 73112
5	401 West Capitol Avenue, Suite 102 Little Rock, AR 72201
6	700 W. Linden Avenue Minneapolis, Minnesota 55403
7	9900 Clayton Road St. Louis, Missouri 63124
8	800 LaSalle Minneapolis, Minnesota 55402
9	114 West 47th Street, Suite 1715 New York, New York 10036
10	400 West Main Street, Suite 338 Babylon, New York 11702

ITEM 7. CONTRIBUTIONS AND PUBLIC RELATIONS

Attached as Exhibit F-2 is a listing of expenditures to citizens groups and public relations counsel.

ITEM 9. WHOLESALERS AND FOREIGN UTILITY COMPANIES

Part III.

CenterPoint's aggregate investment in EWGs is \$2,455,507,000. There are no foreign utility companies in the CenterPoint system. The ratio of CenterPoint's aggregate investment in EWGs to the aggregate capital investment in its domestic public utility subsidiary companies is 49.8%.

EXHIBITS

EXHIBIT B CHARTERS, ARTICLES OF INCORPORATION, TRUST AGREEMENTS, BY-LAWS AND OTHER FUNDAMENTAL DOCUMENTS OF ORGANIZATION

The organizational documents for the following CenterPoint subsidiaries are incorporated by reference to CenterPoint's Joint Registration Statement on Form U5B (File No. 030-00360):

CenterPoint U5B Exhibit No. -----	Description -----
B-2	Organizational documents of Utility Holding, LLC
B-3	Organizational Documents of CenterPoint Energy Houston Electric, LLC
B-4	Organizational Documents of Texas Genco Holdings, Inc.
B-5	Organizational Documents of Texas Genco LP, LLC
B-6	Organizational Documents of Texas Genco GP, LLC
B-7	Organizational Documents of Texas Genco, LP
B-8	Organizational Documents of CenterPoint Energy Resources Corp.
B-9	Organizational Documents of ALG Gas Supply Company
B-10	Organizational Documents of Allied Materials Corporation
B-11	Organizational Documents of Arkansas Louisiana Finance Corporation
B-12	Organizational Documents of Arkla Industries Inc.
B-13	Organizational Documents of Arkla Products Company

B-15 Organizational Documents of CenterPoint Energy Alternative Fuels, Inc.

B-16 Organizational Documents of Entex Gas Marketing Company

B-16A Organizational Documents of CenterPoint Energy Gas Receivables, LLC

B-18 Organizational Documents of Entex NGV, Inc.

B-19 Organizational Documents of Entex Oil & Gas Company

B-20 Organizational Documents of CenterPoint Energy - Illinois Gas Transmission Company

B-22 Organizational Documents of Intex, Inc.

B-24 Organizational Documents of Minnesota Intrastate Pipeline Company

B-25 Organizational Documents of CenterPoint Energy - Mississippi River Transmission Corporation

B-26 Organizational Documents of CenterPoint Energy MRT Holdings, Inc.

B-27 Organizational Documents of CenterPoint Energy MRT Services Company

B-29 Organizational Documents of National Furnace Company

B-30 Organizational Documents of NorAm Financing I

B-31 Organizational Documents of NorAm Utility Services, Inc.

B-32 Organizational Documents of CenterPoint Energy Consumer Group, Inc.

B-33 Organizational Documents of CenterPoint Energy Field Services, Inc.
B-34 Organizational Documents of CenterPoint Energy Field Services Holdings, Inc.
B-35 Organizational Documents of CenterPoint Energy Gas Processing, Inc.
B-36 Organizational Documents of Reliant Energy Funds Management, Inc.
B-37 Organizational Documents of CenterPoint Energy Gas Transmission Company
B-38 Organizational Documents of CenterPoint Energy Hub Services, Inc.
B-39 Organizational Documents of CenterPoint Energy Intrastate Holdings, LLC
B-40 Organizational Documents of Pine Pipeline Acquisition Company, LLC
B-41 Organizational Documents of CenterPoint Energy Pipeline Services, Inc.
B-42 Organizational Documents of CenterPoint Energy OQ, LLC
B-44 Organizational Documents of CenterPoint Energy Retail Interests, Inc.
B-45 Organizational Documents of CenterPoint Energy Trading and Transportation
Group, Inc.
B-47 Organizational Documents of United Gas, Inc.

B-48 Organizational Documents of HL&P Capital Trust I
B-49 Organizational Documents of HL&P Capital Trust II
B-52 Organizational Documents of Houston Industries FinanceCo GP, LLC
B-53 Organizational Documents of Houston Industries FinanceCo LP
B-54 Organizational Documents of CenterPoint Energy Funding Company
B-55 Organizational Documents of NorAm Energy Corp.
B-56 Organizational Documents of REI Trust I
B-64 Organizational Documents of Reliant Energy Investment Management, Inc.
B-65 Organizational Documents of CenterPoint Energy Power Systems, Inc.
B-66 Organizational Documents of CenterPoint Energy Products, Inc.
B-67 Organizational Documents of CenterPoint Energy Properties, Inc.
B-68 Organizational Documents of CenterPoint Energy Tegco, Inc.
B-73 Organizational Documents of CenterPoint Energy Transition Bond Company, LLC
B-75 Organizational Documents of Utility Rail Services, Inc.
B-76 Organizational Documents of CenterPoint Energy International, Inc.

B-77	Organizational Documents of Reliant Energy Brazil Ltd.
B-78	Organizational Documents of Reliant Energy Brazil Tiete Ltd.
B-81	Organizational Documents of CenterPoint Energy International II, Inc.
B-82	Organizational Documents of HIE Ford Heights, Inc.
B-83	Organizational Documents of HIE Fulton, Inc.
B-86	Organizational Documents of CenterPoint Energy International Holdings, LLC
B-88	Organizational Documents of CenterPoint Energy International Services, Inc.
B-89	Organizational Documents of CenterPoint Energy Light, Inc.
B-98	Organizational Documents of Reliant Energy Outsource Ltd.
B-99	Organizational Documents of Venus Generation El Salvador

The organizational documents for the following CenterPoint subsidiaries are filed as exhibits hereto, as indicated below:

EXHIBIT	DESCRIPTION
- - - - -	- - - - -
B-101	Organizational Documents of CenterPoint Energy Intrastate Pipelines, Inc.
B-102	Amended Organizational Documents of CenterPoint Energy Gas Services, Inc.
B-103	Organizational Documents of CenterPoint Energy Service Company, LLC
B-104	Organizational Documents of Reliant Energy El Salvador, S.A. de C.V.
B-105	Organizational Documents of Block 368 GP, LLC
B-106	Reliant Energy Brasil, Ltda.
B-107	Organizational Documents of HIE Brasil Rio Sul Ltda.

B-108 Organizational Documents of Reliant Energy Colombia Ltda.
B-109 Amended Organizational Documents of CenterPoint Energy Funds Management Inc.
B-110 Amended Organizational Documents of CenterPoint Energy Investment
Management Inc.
B-111 CenterPoint Energy, Inc. (DE)

EXHIBIT E COPIES OF OTHER DOCUMENTS PRESCRIBED BY RULE OR ORDER

Exhibit E-11 2003 Annual Filing for Public Utilities with Affiliated Interests
with the Minnesota Public Utility Commission for CenterPoint Energy Minnegasco
(filed under cover of Form SE in connection herewith).

Exhibit E-12 Gas Company Jurisdictional Annual Report of CenterPoint Energy
Minnegasco to the State of Minnesota Department of Commerce, dated May 1, 2004.

SIGNATURE

Each undersigned system company has duly caused this Amendment no. 1 to annual report to be signed on its behalf by the undersigned thereunto duly authorized pursuant to the requirements of the Public Utility Holding Company of 1935. The signature of each undersigned company shall be deemed to relate only to matters having reference to such company or its subsidiaries.

CENTERPOINT ENERGY, INC.,
for itself and on behalf of UTILITY HOLDING, LLC

By: /s/ Rufus S. Scott

Name: Rufus S. Scott
Title: Vice President, Deputy General Counsel and
Assistant Corporate Secretary

Date: July 19, 2004

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EXHIBIT F-2

COMPANY -----	BENEFICIARY -----	AMOUNT -----	PURPOSE -----	ACCOUNT CHARGED -----
CenterPoint Energy, Inc.	Sitrick and Company, Inc.	\$ 119,149	Public relations consulting regarding financial restructuring	Operating Expense
	9 Chambers of Commerce (various locations)		Economic development	Operating Expense
	Womens Business Enterprise Alliance	12,500	Economic development	Operating Expense
	INROADS/Houston	18,000	Economic development	Operating Expense
	Junior Achievement	13,225	Economic development	Operating Expense
	23 organizations (memberships)	59,622	Economic development and Community relations	Operating Expense
	Association of Electric Companies of Texas	822,492	Legislative advocacy	Operating Expense
	Greater Houston Partnership	50,000	Economic development	Operating Expense
	Houston Minority Business Council (scholarships)	15,000	Community Development	Operating Expense
	National Minority Supplier Council	17,950	Supplier development	Operating Expense
	Texas Taxpayers and Research Foundation	15,000	Legislative analysis	Operating Expense
	Texas Civil Justice League	15,000	Economic development	Operating Expense

Southern Legislative Conference	10,000	Legislative Advocacy	Operating Expense
United Way (various)	450,000	Community Development	Operating Expense
Communities in Schools	10,000	Community Development	Operating Expense
Community Partners	10,000	Community Development	Operating Expense
63 organizations (contributions)	184200	Economic/community development	Operating Expense

CenterPoint Energy Houston Electric, LLC	22 organizations, various locations (memberships)	48,180	Economic development	Operating Expense
	7 Chambers of Commerce (contributions)	19,700	Economic Development	Operating Expense
	31 Chambers of Commerce (memberships)	40,070	Economic Development	Operating Expense
	American Red Cross	10,000	Community Development	Operating Expense
	Salvation Army	10,000	Community Development	Operating Expense
	Edison Electric Institute	569,610	Industry representation	Operating Expense
	United Way (various locations)	45,500		
	88 organizations	171,950	Economic/Community development	Operating Expense
Texas Genco, LP	6 Organizations	17,000	Environmental Protection	Operating Expense
	Texas A&M University (scholarship)	10,000	Community Development	Operating Expense
CenterPoint Energy Resources Corp.				
Arkla Division	American Gas Assn	41,581	Industry representation	Operating Expense
	28 Chambers of Commerce (memberships)	45,340	Economic development	Operating Expense
	Little Rock, Arkansas Chamber of Commerce Foundation	27,774	Economic Development	Operating Expense
	Little Rock Arkansas	15,000	Economic	Operating Expense

	Chamber of Commerce		Development	
	12 organizations (memberships)	16,262	Economic development	Operating Expense
	63 Organizations (contributions)	105,873	Community/Economic development	Operating Expense
	Shreveport Economic Development Grant	20,200	Economic Development	Operating Expense
	United Way (various locations)	58,975	Community Development	Operating Expense
Entex Division	American Gas Assn	28,308	Industry representation	Operating Expense
	Southern Gas Assn	48,600	Industry representation	Operating Expense
	16 Chambers of commerce, various locations	14,724	Economic development	Operating Expense
	22 organizations (memberships)	41,460	Economic Development	Operating Expense
	30 organizations (contributions)	53,375	Economic/Community Development	Operating Expense
Minnegasco Division	American Gas Assn	93,000	Industry Representation	Operating Expense
	Chambers of Commerce, various locations	44,000	Economic development	Operating Expense
	Dunwoody Institute	25,000	Economic development	Operating Expense
	Greater Minneapolis	15,000	Economic	Operating Expense

	Housing Corp.		development	
	Midwest Energy Assn	15,947	Economic Development	Operating Expense
	Minnesota Utility Investors	50,000	Economic development	Operating Expense
	Minnesota Business Partnership	13,200	Economic Development	Operating Expense
	Minnesota Environmental Institute	30,000	Industry development and economic development	Operating Expense
	Salvation Army Heat Share Fuel Fund	72,000	Low income customer protection	Operating Expense
	12 organizations	32,018	Community/Economic Development	Operating Expense
	Minnesota Environmental Initiative	30,000	Economic Development	Operating Expense
	Twin Cities Tree Trust	10,000	Community Development	Operating Expense
	United Way	10,000	Community Development	Operating Expense
	7 organizations (contributions)	17,500	Community Development	Operating Expense
Pipelines & Gathering	Interstate Natural Gas Assn of America	200,000	Economic Development	Operating Expense
	7 organizations (memberships)	21,890	Economic Development	Operating Expense
	United Way	32,000	Community Development	Operating Expense
	4 organizations (contributions)	12,000	Community Development	Operating Expense

Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697

[SEAL]

Geoffrey S. Connor
Secretary of State

OFFICE OF THE SECRETARY OF STATE

The undersigned, as Secretary of State of Texas, does hereby certify that articles of merger were filed in this office on December 23, 2003, with an effective date of December 31, 2003. The articles of merger provided the following:

(Constituent entities)			
INDUSTRIAL GAS SUPPLY CORPORATION	52125900	TX, USA	Domestic Business Corporation
UNIT GAS TRANSMISSION COMPANY	28111500	TX.USA	Domestic Business Corporation

Were merged with and into
(Surviving entity)

CENTERPOINT ENERGY INTRASTATE PIPELINES, INC. (Formerly: LOUISIANA UNIT GAS TRANSMISSION COMPANY)	42047900	TX, USA	Domestic Business Corporation
--	----------	---------	----------------------------------

In testimony whereof, I have hereunto signed my name
officially and caused to be impressed hereon the Seal of
State at my office in Austin, Texas on January 06, 2004.

Come visit us on the internet at <http://www.sos.state.tx.us/>

PHONE(512) 463-5555

FAX(512) 463-5709

TTY7-1-1

Prepared by: Beverly Mayfield

Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697

[SEAL]

Geoffrey S. Connor
Secretary of State

OFFICE OF THE SECRETARY OF STATE

[SEAL]

/s/ Geoffery S. Connor

Geoffrey S. Connor
Secretary of State

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TTY7-1-1

Prepared by: Beverly Mayfield

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

INDUSTRIAL GAS SUPPLY CORPORATION
Domestic Business Corporation
[Filing Number: 52125900]

UNIT GAS TRANSMISSION COMPANY
Domestic Business Corporation
[Filing Number: 28111500]

Into

CENTERPOINT ENERGY INTRASTATE PIPELINES, INC.
[Formerly: LOUISIANA UNIT GAS TRANSMISSION COMPANY]
Domestic Business Corporation
[Filing Number: 42047900]

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: 12/23/2003
Effective:12/31/2003@11:59pm

[SEAL]

/s/ Geoffrey S. Connor

Geoffrey S. Connor
Secretary of State

Come visit us on the internet at <http://www.sos.state.tx.us/>
PHONE(512) 463-5555 FAX(512) 463-5709 TTY7-1-1
Prepared by: Angie Hurtado

DEC 23 2003

CORPORATIONS SECTION

ARTICLES OF MERGER

merging

INDUSTRIAL GAS SUPPLY CORPORATION
(a Texas corporation)

and

UNIT GAS TRANSMISSION COMPANY
(a Texas corporation)

with and into

LOUISIANA UNIT GAS TRANSMISSION COMPANY
(a Texas corporation)

Pursuant to the provisions of Article 5.04 of the Texas Business Corporation Act (the "TBCA"), Industrial Gas Supply Corporation, a Texas corporation ("Industrial Gas"), Unit Gas Transmission Company, a Texas corporation ("Unit Gas"), and Louisiana Unit Gas Transmission Company, a Texas corporation (the "Surviving Corporation"), hereby adopt the following Articles of Merger for the purpose of effecting the merger (the "Merger") of Industrial Gas and Unit Gas with and into the Surviving Corporation, with the Surviving Corporation continuing in existence following the Merger as the surviving corporation:

FIRST: The name and state of incorporation of each party (the "Constituent Entities") to the Agreement and Plan of Merger dated as of December 22, 2003 (the "Agreement and Plan of Merger") are as follows:

Name	State of Incorporation
Industrial Gas Supply Corporation	Texas
Unit Gas Transmission Company	Texas
Louisiana Unit Gas Transmission Company	Texas

SECOND: The Agreement and Plan of Merger was approved by CenterPoint Energy Resources Corp., a Delaware corporation ("CERC"), as sole shareholder of Unit Gas, Industrial Gas and the Surviving Corporation in the manner required by Article 5.03 of the TBCA.

THIRD: The articles of incorporation of the Surviving Corporation in effect immediately prior to the effective time of the Merger shall be amended and restated in their entirety to read as set forth on Exhibit A attached hereto.

FOURTH: An executed copy of the Agreement and Plan of Merger is on file at the principal place of business of the Surviving Corporation at 1111 Louisiana, Houston, Texas 77002, and a copy of the Agreement and Plan of Merger will be furnished by such entity, on written request and without cost, to any shareholder of the Constituent Entities.

FIFTH: The outstanding capital stock of Industrial Gas consists of 1,000 shares of common stock, par value \$1.00 per share (the "Industrial Gas Common Stock"). The holder of all shares of the Industrial Gas Common Stock, CERC, signed a written consent approving the Merger pursuant to the terms and conditions of the Agreement and Plan of Merger.

SIXTH: The outstanding capital stock of Unit Gas consists of 1,000 shares of common stock, par value \$1.00 per share (the "Unit Gas Common Stock"). The holder of all shares of the Unit Gas Common Stock, CERC, signed a written consent approving the Merger pursuant to the terms and conditions of the Agreement and Plan of Merger.

SEVENTH: The outstanding capital stock of the Surviving Corporation consists of 1,000 shares of common stock, par value \$1.00 per share (the "Surviving Corporation Common Stock"). The holder of all shares of the Surviving Corporation Common Stock, CERC, signed a written consent approving the Merger pursuant to the terms and conditions of the Agreement and Plan of Merger.

EIGHTH: The Agreement and Plan of Merger and the performance of its terms were duly authorized by all action required by the laws of the State of Texas and by the constituent documents of Unit Gas, Industrial Gas and the Surviving Corporation.

NINTH: The Surviving Corporation will be responsible for the payment of any fees and franchise taxes payable by each of Industrial Gas and Unit Gas to the State of Texas and will be obligated to pay such fees and franchise taxes if the same are not timely paid.

TENTH: The Merger shall become effective at 11:59 p.m. Central Standard Time on December 31, 2003.

IN WITNESS WHEREOF, each undersigned corporation has caused these Articles of Merger to be executed on its behalf on December 22, 2003.

INDUSTRIAL GAS SUPPLY
CORPORATION,
a Texas corporation

By: /s/ Rufus S. Scott

Name: Rufus S. Scott
Title: Vice President

UNIT GAS TRANSMISSION COMPANY,
a Texas corporation

By: /s/ George C. Hepbuin III

Name: George C. Hepbuin III
Title: Vice President

LOUISIANA UNIT GAS TRANSMISSION
COMPANY,
a Texas corporation

By: /s/ George C. Hepbuin III

Name: George C. Hepbuin III
Title: Vice President

AMENDED AND RESTATED
ARTICLES OF INCORPORATION

OF

LOUISIANA UNIT GAS TRANSMISSION COMPANY

ARTICLE I

Louisiana Unit Gas Transmission Company, a Texas corporation (the "Company"), pursuant to the provisions of Article 4.07 of the Texas Business Corporation Act (as amended, the "TBCA"), hereby adopts these Amended and Restated Articles of Incorporation, which accurately copy the Articles of Incorporation of the Company as in effect on the date hereof, as amended by these Amended and Restated Articles of Incorporation as hereinafter set forth, and contain no other change in any provisions thereof.

ARTICLE II

The Articles of Incorporation of the Company are amended by these Amended and Restated Articles of Incorporation as follows:

The amendments made by these Amended and Restated Articles of Incorporation (the "Amendments") alter or change Articles I-VIII of the Articles of Incorporation. The full text of each provision altered or added is as set forth in Article IV hereof.

ARTICLE III

The Amendments have been effected in conformity with the provisions of the TBCA and the constituent documents of the Company, and these Amended and Restated Articles of Incorporation and the Amendments effected thereby were duly adopted by the sole shareholder of the Company on December 22, 2003.

ARTICLE IV

The Articles of Incorporation of the Company, as filed with the Secretary of State of the State of Texas on November 19, 1977, as in effect on the date hereof, 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

CENTERPOINT ENERGY INTRASTATE PIPELINES, INC.

ARTICLE I

The name of the corporation is CenterPoint Energy Intrastate Pipelines, Inc., hereinafter referred to as the "Company."

ARTICLE II

The Company shall have perpetual existence.

ARTICLE III

The purpose or purposes for which the Company is organized is the transaction of any or 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 Company shall have authority to issue is 1,000 shares of common stock, par value \$1.00 per share.

ARTICLE V

The Company 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 Company shall be entitled as of right to purchase or subscribe for any part of any unissued or treasury stock of the Company, or of any additional stock of any class, to be issued by reason of any increase of the authorized capital stock of the Company, 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 Company, 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 of the Company to such persons, firms, corporations or associations, and upon such terms as the Board of Directors of the Company 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 Company'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 Company shall be fixed by, or in the manner provided in, the bylaws of the Company. 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 Houston, Texas 77002
Wayne D. Stinnett, Jr.	1111 Louisiana Houston, Texas 77002

ARTICLE IX

Unless contrary to law, any action required or permitted to be taken at any meeting of shareholders of the Company 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

A director of the Company shall not be liable to the Company 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 Company or its shareholders;

(b) an act or omission not in good faith that constitutes a breach of duty of the director to the Company 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 Company entitled to vote thereon, to authorize action further eliminating or limiting the personal liability of directors, then the liability of a director of the Company 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 Company existing at the time of such repeal or modification.

AMENDED AND RESTATED BYLAWS

OF

CENTERPOINT ENERGY INTRASTATE PIPELINES, INC.

ADOPTED AND EFFECTIVE AS OF JANUARY 1, 2004

The following Bylaws, adopted by the Board of Directors and the sole shareholder of CenterPoint Energy Intrastate Pipelines, Inc., a Texas corporation (the "Company"), as of the date first written above, shall govern the business of the Company, except as the same may be afterwards amended and except as the same may conflict with the Company's Articles of Incorporation (as they may be amended and restated from time to time, the "Articles of Incorporation") or any provisions of the Texas Business Corporation Act (the "TBCA"):

ARTICLE I

SHAREHOLDERS

Section 1. Place of Meetings. All meetings of the shareholders shall be held on such date and at such time and place, either within or without the State of Texas, as may be designated from time to time by the Board of Directors or officer calling the meeting. If no such designation is made, meetings shall be held at the principal office of the Company.

Section 2. Annual Meeting. Annual meetings of the shareholders shall be held on such date and at such time as may be designated from time to time by the Board of Directors. At each annual meeting, the shareholders shall elect a Board of Directors by majority vote and transact such other business as may properly be brought before the meeting. If the election of the Board of Directors shall not be held on the day designated herein for any annual meeting of the shareholders or any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the shareholders as soon thereafter as conveniently possible. Failure to designate a time for the annual meeting or to hold the annual meeting at the designated time shall not cause a dissolution of the Company.

Section 3. Special Meetings. Special meetings of the shareholders may be called for any purpose or purposes by the Chairman of the Board, if there is one, the President or a majority of the Board of Directors. Special meetings of the shareholders may be called by the Secretary upon the written request of the holders of shares entitled to cast not less than 10% of all the votes entitled to be cast at such meeting. Such request shall state the purpose or purposes of such meeting and the matters proposed to be acted on thereat. Business transacted at all special meetings shall be confined to the purpose or purposes stated in the request.

Section 4. Notice of Meeting. Written notice of all meetings stating the place, day and hour of the meeting and in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than 10 nor more than 60 days before the meeting to the shareholders of record entitled to vote at such meeting unless the Board of Directors is seeking

shareholder approval of a plan of merger or exchange, in which case notice shall be delivered not less than 20 nor more than 60 days before the meeting to all shareholders whether or not entitled to vote. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the shareholder at his or her 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 or the Articles of Incorporation or these Bylaws need not be given to a shareholder if (1) notice of two consecutive annual meetings and all notices of meetings held during the period between those annual meetings, if any, or (2) all (but in no event less than two) payments (if sent by first class mail) of dividends or interest on any 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 taken or meeting held without notice to such a person shall have the same force and effect as if notice had been duly given. If such a person subsequently 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 of the Company shall make, at least 10 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, stating the address of and the number of shares held by each, which list, for the period of 10 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 such meeting. The original share transfer records shall be prima facie evidence as to who are the shareholders entitled to examine such list or transfer records 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 any meeting.

Section 6. Voting at Meetings. Any shareholder of the Company entitled to vote, shall be entitled to one vote for each share held by such person, either in person or by proxy executed in writing by such person or by such person's duly authorized attorney in fact. No proxy shall be valid after 11 months from the date of its execution unless provided otherwise in the proxy. Each proxy shall be revocable unless the proxy form conspicuously states that the proxy is irrevocable and the proxy is coupled with an interest.

Section 7. Quorum of and Voting by Shareholders. The holders of a majority of shares entitled to vote on a matter, represented in person or by proxy, shall constitute a quorum as to that matter at a meeting of shareholders. With respect to any matter, other than a matter for which the affirmative vote of the holders of a specified portion of the shares entitled to vote is required by law, the Articles of Incorporation, or these Bylaws, the 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 or represented shall be the act of the shareholders' meeting.

Section 8. Officers. The Chairman of the Board, if there is one, or, the President shall preside at, and the Secretary shall keep the records of, each meeting of shareholders. In the absence of any such officer, such duties shall be performed by another officer of the Company appointed by the Board of Directors.

Section 9. Meetings by Conference Telephone. Meetings of shareholders may be held by means of a conference telephone, web conferencing or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Article I, Section 9 shall constitute presence in person at such meeting, except where a person 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.

Section 10. Consent of Shareholders in Lieu of Meeting. Any action required or permitted to be taken at any meeting of shareholders 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 holder or holders of shares having not less than the minimum number of votes that would be necessary to authorize the taking of such action at a meeting at which all shares entitled to vote on such action were present and voted. Prompt notice of the taking of any corporate action by shareholders without a meeting by less than unanimous written consent shall be given to those shareholders who did not consent in writing to such action.

ARTICLE II

DIRECTORS

Section 1. Number and Tenure. The business and affairs of the corporation shall be managed by a Board of Directors. The Board 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 or by due election of that number of directors by the shareholders of the Company, 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 earliest of their death, resignation or removal.

Section 2. Qualifications. Directors need not be shareholders of the Company, or residents of the State of Texas.

Section 3. Vacancies. 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 4. Regular Meetings. The Board of Directors shall meet each year immediately following the annual meeting of the shareholders, at the place of such meeting, for the transaction of such business as may properly be brought before it. No notice of annual meetings need be given to either existing or newly elected members of the Board of Directors. Regular meetings may be held at such other times and at such other places as shall be designated by the Board of Directors.

Section 5. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the Chairman of the Board, if there is one, the President or a majority of the members of the Board of Directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or without the State of Texas, as the place for holding any special meeting of the Board of Directors called by them. Written, oral or any other mode of notice of the time and place shall be given for special meetings in sufficient time for the convenient assembly of directors thereat. Notice of the time, place and purpose of such meeting may be waived in 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, unless such director attends for the announced purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Except as otherwise provided herein, neither the business to be transacted at, nor the purpose of, any special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 6. Quorum. A majority of the entire Board of Directors present in person shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, and the act 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. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 7. Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the members of the Board of Directors. Such consent shall have the same force and effect as a unanimous vote at a meeting of the Board of Directors, and may be stated as such in any document or instrument filed with the Secretary of State of the State of Texas.

Section 8. Meetings by Conference Telephone. Meetings of the Board of Directors may be held by means of a conference telephone, web conferencing or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Article II, Section 8 shall constitute presence in person at such meeting, except where a director 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.

Section 9. Compensation. The directors shall receive such compensation for their services as the Board of Directors may from time to time determine. No director shall be prevented from receiving compensation for his services as a director by reason of the fact that he is also an officer of the Company. All directors shall be reimbursed for their reasonable expenses of attendance at each regular or special meeting of the Board of Directors.

Section 10. Removal. Any director may be removed by the shareholders, either for or without cause, by the affirmative vote of a majority of the outstanding shares entitled to vote at elections of directors.

Section 11. Liability. No director of the Company shall be liable to the Company or the 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.

Section 12. 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. 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.

ARTICLE III

OFFICERS

Section 1 . General. The officers of the Company shall be elected by the Board of Directors and shall include a President and a Secretary. Additionally, the Board of Directors, in its discretion, may elect such other officers and assistant officers as the Board of Directors deems necessary. Any two or more offices may be held by the same person. The officers of the Company need not be shareholders of the Company or, except in the case of the Chairman of the Board of Directors, if there is one, directors of the Company.

Section 2. Term of Office. Each officer of the Company shall hold office until such officer's successor shall have been duly elected and qualified, or until the death, resignation or removal in the manner hereinafter provided of such officer.

Section 3. Resignation, Removal and Vacancies. Any officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time is specified, at the time of its receipt by the President or Secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. Any officer elected or appointed by the Board of Directors may be removed with or without cause by the affirmative vote of a majority of 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 shall not of itself create any contractual rights. Whenever any vacancies shall occur in any office by death, resignation, removal, increase in the number of officers of the Company, or otherwise, such vacancy shall be filled by election by the majority of directors on the Board of Directors, and the officer so elected shall hold such office until his successor is duly elected and qualified.

Section 4. Powers and Duties. The officers of the Company shall have such powers and

duties as generally pertain to their offices, except as modified herein or by the Board of Directors, as well as such powers and duties as from time to time may be conferred by the Board of Directors.

ARTICLE IV

CAPITAL STOCK

Section 1. Certificates Representing Shares. The Company shall deliver certificates representing all shares of capital stock of the Company to the persons entitled to receipt of such shares. Such certificates shall be signed by the President and the Secretary or such other officer or officers as the board of directors shall designate. The signatures of such officers upon any certificate representing shares of capital stock of the Company may be facsimiles. In case any officer who has signed or whose facsimile signature has been placed upon any such 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 such officer was in office 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 of the Company. Unless and until such appointment is made, the Secretary of the Company shall maintain a share transfer book, setting forth the names and addresses of the holders of all issued shares of capital stock of the Company, the number of shares held by each, the certificate numbers representing such shares, the date of issue of the certificates representing such shares and whether or not such shares originate from original issuance by the Company or from transfer. The names and addresses of shareholders as they appear on the share transfer book shall be the official list of shareholders of record of the Company for all purposes. The Company shall be entitled to treat the holder of record of any shares 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. Lost Certificates. The Board of Directors may direct that a new certificate be issued in place of any certificate of capital stock of the Company theretofore issued by the Company alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such certificate to be lost, stolen or destroyed. In authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issue thereof, require the owner of such lost or destroyed certificate, or his legal representative, to advertise the same in such manner as it shall require and/or indemnify the Company as the Board of Directors may prescribe.

Section 4. Transfers. Shares of capital stock of the Company shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of shares of capital stock of the Company shall be made on the share transfer records of the Company only by the person named in any such certificate or by his or her duly authorized attorney or legal representative, upon endorsement and surrender of any such certificate therefor, and such certificate shall be canceled before a new certificate shall be issued.

Section 5. Dividends. Dividends on the outstanding shares of capital stock of the Company may be declared by the Board of Directors at any regular or special meeting, and may be paid in cash, in property or in shares of capital stock of the Company.

Section 6. Preemptive Rights. No shareholder of the Company, by reason of such person holding shares of any class of capital stock of the Company, shall have any preemptive or preferential right to acquire, subscribe for, purchase or receive any additional, unissued or treasury shares of any class of capital stock of the Company 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 for or acquire shares of any class of capital stock of the Company 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 authorize the issuance of shares of any class of capital stock of the Company, or any notes, debentures, bonds or other securities convertible into or carrying rights, options or warrants to subscribe for or acquire shares of any class of capital stock of the Company, without offering any such shares of any class of capital stock, notes, debentures, bonds or other securities either in whole or in part, to the existing shareholders of any class of capital stock of the Company.

ARTICLE V

INDEMNIFICATION AND INSURANCE

Section 1. Indemnification. Each person who at any time shall serve, or shall have served, as a director, officer, employee or agent of the Company, or any person who, while a director, officer, employee or agent of the Company, is or was serving at the request of the Company as a director, officer, partner, venturer, proprietor, trustee, employee, agent, member, manager or similar functionary of another foreign or domestic corporation, partnership, limited partnership, joint venture, sole proprietorship, trust, limited liability company, employee benefit plan or other enterprise (each such person referred to herein as an "Indemnitee"), shall be entitled to indemnification as and to the fullest extent permitted by Article 2.02-1 of the TBCA or any successor statutory provision, as from time to time amended. The foregoing right of indemnification shall not be deemed exclusive of any other rights to which those to be indemnified may be entitled as a matter of law or under any agreement, other provision of these Bylaws, vote of shareholders or directors, or other arrangement. The Company may enter into indemnification agreements with its executive officers and directors that contractually provide to them the benefits of the provisions of this Article V and include related provisions meant to facilitate the Indemnitees' receipt of such benefits and such other indemnification protections as may be deemed appropriate.

Section 2. Advancement or Reimbursement of Expenses. The rights of an Indemnitee provided under the preceding section shall include, but not be limited to, the right to be indemnified and to have expenses advanced in all proceedings to the fullest extent permitted by Article 2.02-1 of the TBCA or any successor statutory provisions, as from time to time amended. In the event that an Indemnitee is not wholly successful, on the merits or otherwise, in a proceeding but is successful, on the merits or otherwise, as to any claim in such proceeding, the Company shall indemnify such Indemnitee against all expenses actually and reasonably incurred by him or on his behalf relating to each claim. The termination of a claim in a proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim. In addition, to the extent an 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 or she shall be indemnified against all expenses actually and reasonably incurred by him or on his behalf in connection therewith. The Company shall pay all reasonable expenses incurred by or on behalf of an Indemnitee in connection with any proceeding or claim, whether brought by the Company or otherwise, in advance of any determination respecting entitlement to indemnification pursuant to this Article V within 10 days after the receipt by the Company of a written request from such Indemnitee reasonably evidencing such expenses and requesting such payment or payments from time to time, whether prior to or after final disposition of such proceeding or claim; provided that the Indemnitee affirms his good faith belief that he has met the standard of conduct necessary for indemnification under the TBCA and undertakes and agrees in writing that he will reimburse and repay the Company for any expenses so advanced to the extent that it shall ultimately be determined by a court, in a final adjudication from which there is no further right of appeal, that the Indemnitee is not entitled to be indemnified against such expenses.

Section 3. 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 such Indemnitee's entitlement thereto shall be made in accordance with Article 2.02-1 of the TBCA or any successor statutory provisions, as from time to time amended, provided, however, that notwithstanding the foregoing, if a change in control shall have occurred, such determination shall be made by independent counsel selected by the Indemnitee, unless the Indemnitee shall request that such determination be made in accordance with Article 2.02-1F (1) or (2) of the TBCA or any successor statutory provisions, as from time to time amended. The Company shall pay any and all reasonable fees and expenses of independent 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 V) 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 independent 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 independent counsel or such other person or persons convinces him or them by clear and convincing evidence that the presumption should not apply.

Section 4. Effect of Certain Proceedings. The termination of any proceeding or of any claim in a proceeding 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) by itself adversely affect the right of an Indemnitee to indemnification or create a presumption that an Indemnitee did conduct himself in good faith and in a manner that he reasonably believed in the case of conduct in his official capacity, that was in the best interests of the Company or, in all other cases, that was not opposed to the best interests of the Company or, with respect to any criminal proceeding, such Indemnitee had no reasonable cause to believe that his conduct was unlawful and such Indemnitee shall be deemed to have been found liable in respect of any claim only after he shall have been so adjudged by a court of competent jurisdiction after exhaustion of all appeals therefrom.

Section 5. 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, such 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 such Indemnitee is entitled to receive part but not all of the indemnification or advancement of expenses sought, the expenses incurred by such Indemnitee in connection with such judicial adjudication shall be reasonably prorated in good faith by counsel for such Indemnitee. Notwithstanding the foregoing, if a change in control shall have occurred, an Indemnitee shall be entitled to indemnification under this Article V, Section 5 regardless of whether such Indemnitee ultimately prevails in such judicial adjudication.

Section 6. Insurance. The Company may purchase and maintain insurance or another arrangement on behalf of any person who is or was a director, officer, employee or agent of the Company or who is or was serving at the request of the Company as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any liability asserted against him or her and incurred by him or her in such capacity or arising out of his or her status as such a person, whether or not the Company would have the power to indemnify him or her against that liability under this Article V or the TBCA.

Section 7. Amendment of the TBCA. If the TBCA hereafter is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the Company, in addition to the limitation on personal liability provided herein, shall be limited to the fullest extent permitted by the amended statute. Any amendment, repeal or modification of this Section 7 shall be prospective only and shall not adversely affect any right or protection of a director of the Company existing at the time of such amendment, repeal or modification.

ARTICLE VI

NOTICES

Section 1. Notices. Whenever written notice is required by law, the Articles of Incorporation or these Bylaws to be given to any director or shareholder, such notice may be given by mail, addressed to such director or shareholder, at his or her address as it appears on the records of the Company, with postage thereon prepaid, and such notice shall be deemed to be given at the time when such notice shall be deposited in the United States mail. Written notice may also be given personally or by facsimile transmission, telegram, telex or cable, and notice shall be deemed given at the time such notice is transmitted.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Articles of Incorporation or these Bylaws to be given to any director or shareholder, 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 VII

GENERAL PROVISIONS

Section 1. Amendments. These Bylaws may be altered, amended or repealed, in whole or in part, by either the shareholders of the Company or by the Board of Directors of the Company.

Section 2. Corporate Seal. The Corporate Seal shall have inscribed thereon the name of the Company, the year of its organization and the words "Corporate Seal, Texas." The Corporate Seal may be used by causing it or a facsimile thereof to be impressed or affixed or otherwise reproduced.

Section 3. Fiscal Year. The fiscal year of the Company shall be fixed by resolution of the Board of Directors.

Section 4. Inapplicability of Business Combination Law. The Company elects not to be governed by Part Thirteen of the TBCA (Art. 13.01 et seq.) and successor provisions to such Part Thirteen.

DELAWARE

The first State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE CERTIFICATE OF MERGER, WHICH MERGES:

"CENTERPOINT ENERGY GAS RESOURCES CORP.", A TEXAS

CORPORATION,

"CENTERPOINT ENERGY GAS MARKETING COMPANY", A DELAWARE

CORPORATION,

WITH AND INTO "CENTERPOINT ENERGY MARKETING, INC." UNDER THE NAME OF "CENTERPOINT ENERGY GAS SERVICES, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, WAS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-THIRD DAY OF DECEMBER, A.D. 2003, AT 6:33 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2003, AT 11:59 O'CLOCK P.M.

/s/ Harriet Smith Windsor

Harriet Smith Windsor,
Secretary of State

2552708 8330 [SEAL]

AUTHENTICATION: 2849078

040004616

DATE: 01-05-04

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

CENTERPOINT ENERGY GAS MARKETING COMPANY
Foreign Business Corporation .
DE, USA
[Filing Number: 800029931]

CENTERPOINT ENERGY GAS RESOURCES CORP.
Domestic Business Corporation
[Filing Number: 34493700]

Into

CENTERPOINT ENERGY MARKETING, INC.
Foreign Business Corporation
DE, USA
[Filing Number: 10859506]

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:12/23/2003 Effective:12/31/2003@11:59pm

[SEAL]

/s/ Geoffrey S. Connor

Geoffrey S. Connor
Secretary of State

Come visit us on the internet at [://www.sos.state.tx.us/](http://www.sos.state.tx.us/)
PHONE(512) 463-5555 FAX(512) 463-5709 TTY7-1-1
Prepared by: Angie Hurtado

DEC 23 2003

CORPORATIONS SECTION

ARTICLES OF MERGER

merging

CENTERPOINT ENERGY GAS RESOURCES CORP.
(a Texas corporation)

and

CENTERPOINT ENERGY GAS MARKETING COMPANY
(a Delaware corporation)

with and into

CENTERPOINT ENERGY MARKETING, INC.
(a Delaware corporation)

Pursuant to the provisions of Article 5.04 of the Texas Business Corporation Act (the "TBCA"), CenterPoint Energy Gas Resources Corp., a Texas corporation ("Gas Resources"), CenterPoint Energy Gas Marketing Company, a Delaware corporation ("Gas Marketing"), and CenterPoint Energy Marketing, Inc., a Delaware corporation (the "Surviving Corporation"), hereby adopt the following Articles of Merger for the purpose of effecting the merger (the "Merger") of Gas Resources and Gas Marketing with and into the Surviving Corporation, with the Surviving Corporation continuing in existence following the Merger as the surviving corporation:

FIRST: The name and state of incorporation of each party (the "Constituent Entities") to the Agreement and Plan of Merger dated as of December 22, 2003 the "Agreement and Plan of Merger") are as follows:

Name	State of Incorporation
CenterPoint Energy Gas Resources Corp.	Texas
CenterPoint Energy Gas Marketing Company	Delaware
CenterPoint Energy Marketing, Inc.	Delaware

SECOND: The Agreement and Plan of Merger was approved by CenterPoint Energy Resources Corp., a Delaware corporation ("CERC"), as sole shareholder of Gas Resources in the manner required by Article 5.03 of the Texas Business Corporation Act. The Agreement and Plan of Merger was approved by CERC, as sole shareholder of Gas Marketing and the Surviving Corporation in the manner required by Section 251 of the Delaware General Corporation Law.

THIRD: An executed copy of the Agreement and Plan of Merger is on file at the principal place of business of the Surviving Corporation at 1111 Louisiana, Houston, Texas 77002, and a copy of the Agreement and Plan of Merger will be furnished by such entity, on written request and without cost, to any shareholder of the Constituent Entities.

FOURTH: The outstanding capital stock of Gas Resources consists of 1,000 shares of common stock, par value \$1.00 per share (the "Gas Resources Common Stock"). The holder of all shares of the Gas Resources Common Stock, CERC, signed & written consent approving the Merger pursuant to the terms and conditions of the Agreement and Plan of Merger.

FIFTH: The outstanding capital stock of Gas Marketing consists of 1,000 shares of common stock, par value \$1.00 per share (the "Gas Marketing Common Stock"). The holder of all shares of the Gas Marketing Common Stock, CERC, signed a written consent approving the Merger pursuant to the terms and conditions of the Agreement and Plan of Merger.

SIXTH: The outstanding capital stock of the Surviving Corporation consists of 1,000 shares of common stock, par value \$1.00 per share (the "Surviving Corporation Common Stock"). The holder of all shares of the Surviving Corporation Common Stock, CERC, signed a written consent approving the Merger pursuant to the terms and conditions of the Agreement and Plan of Merger.

SEVENTH: The Agreement and Plan of Merger and the performance of its terms were duly authorized by all action required by the laws of the State of Delaware and by the constituent documents of Gas Marketing and the Surviving Corporation.

EIGHTH: The Agreement and Plan of Merger and the performance of its terms were duly authorized by all action required by the laws of the State of Texas and by the constituent documents of Gas Resources.

NINTH: The Surviving Corporation will be responsible for the payment of any fees and franchise taxes payable by each of Gas Resources and Gas Marketing to the State of Texas and will be obligated to pay such fees and franchise taxes if the same are not timely paid.

TENTH: The Merger shall become effective at 11:59 p.m. Eastern Standard Time on December 31, 2003.

IN WITNESS WHEREOF, each undersigned corporation has caused these Articles of Merger to be executed on its behalf on December 22 2003.

CENTERPOINT ENERGY GAS RESOURCES
CORP.,
a Texas corporation

BY: /s/ George C. Hepburn III

Name: George C. Hepburn III
Title: Vice President

CENTERPOINT ENERGY GAS MARKETING
COMPANY,
a Delaware corporation

BY: /s/ George C. Hepburn III

Name: George C. Hepburn III
Title: Vice President

CENTERPOINT ENERGY MARKETING INC.
a Delaware corporation

BY: /s/ Rufus S. Scott

Name: Rufus S. Scott
Title: Vice President

AMENDED AND RESTATED BYLAWS

OF

CENTERPOINT ENERGY GAS SERVICES, INC.

(hereinafter called the "Company")

Adopted and Effective January 1, 2004

ARTICLE I
CAPITAL STOCK

Section 1.1. Certificates Representing Shares. The shares of stock of the Company shall be represented by certificates of stock, signed in the name of the Company (a) by the Chairman of the Board, the President or a Vice President and (b) by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary, of the Company, certifying the number of shares of stock in the Company owned by the holder named in the certificate. Any or all of the signatures of such officers on the certificate may be facsimiles. 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 Company with the same effect as if he were such officer at the date of its issuance.

Section 1.2. Lost, Stolen or Destroyed Certificates. The Board of Directors of the Company (the "Board of Directors") may direct a new certificate to be issued in place of any certificate theretofore issued by the Company alleged to have been lost, stolen or destroyed, upon the receipt of an affidavit of the fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issuance 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 his legal representative, to give the Company a bond sufficient to indemnify it against any claim that may be made against the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

Section 1.3. Transfers of Stock. Stock of the Company shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Company only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 1.4. Beneficial Owners. The Company 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 1.5. Dividends. Dividends upon the capital stock of the Company, subject to the provisions of the Certificate of Incorporation of the Company, as amended from time to time (the "Certificate of Incorporation"), if any, may be declared by the Board of Directors at any regular or special meeting, and may be paid in cash, in property or in shares of capital stock of the Company. Before payment of any dividend, there may be set aside out of any funds of the Company available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Company, or for any proper purpose, and the Board of Directors may modify or abolish any such reserve.

ARTICLE II STOCKHOLDERS

Section 2.1 Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, either within or without the State of Delaware, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof. The Board of Directors may, in its sole discretion, determine that the meeting shall not be held at any place, but may instead be held solely by means of remote communication in accordance with Section 211 of the General Corporation Law of the State of Delaware (the "DGCL"), as the same exists or as that provision may hereafter be amended, supplemented or replaced.

Section 2.2. Annual Meetings. The annual meetings of the stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect by a plurality vote a Board of Directors and transact such other business as may properly be brought before the meeting.

Section 2.3. Special Meetings. Unless otherwise prescribed by law or by the Certificate of Incorporation, special meetings of the stockholders, for any purpose or purposes, may be called at any time by the Board of Directors, the Chairman of the Board, if any, the President or the Secretary of the Company and shall be called by any such officer at the request in writing of a majority of the Board of Directors or at the request in writing of stockholders owning a majority of the capital stock of the Company issued and outstanding and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting.

Section 2.4. 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 60 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 address as it appears on the records of the Company.

Section 2.5. Record Date. The Board of Directors may fix a date, not less than ten nor more than 60 days preceding the date of any meeting of the stockholders, as a record date for determination of stockholders entitled to notice of, or to vote at, such meeting. The Board of Directors shall not close the books of the Company against transfers of shares during the whole or any part of such period.

Section 2.6. Quorum. Except as otherwise provided by law, by the Certificate of Incorporation, or by these Bylaws, the presence in person or by proxy of the holders of a majority of the outstanding shares of stock of the Company entitled to vote thereat, shall be necessary and sufficient to constitute a quorum at all meetings of the stockholders for the transaction of business. 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 2.9 of these bylaws until a quorum shall attend. Shares of its own stock belonging to the Company 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 Company, shall neither be entitled to vote nor be counted for quorum purposes; provided, however, that the foregoing shall not limit the right of the Company or any such other corporation to vote stock, including but not limited to its own stock, held by it in a fiduciary capacity.

Section 2.7. Organization. Meetings of stockholders shall be presided over by the Chairman of the Board, if any, or in his absence by the 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 keep the records of the meeting, but in his absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 2.8. 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 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 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 Company. 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 2.9. Adjournments. Any meetings 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 Company may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 30 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 2.10. List of Stockholders Entitled to Vote. The officer of the Company who has charge of the stock ledger of the Company 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. Nothing contained in this Section shall require the Company to include electronic mail addresses or other electronic contact information on such list. 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: (i) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of meeting, or (ii) during ordinary business hours at the principal place of business of the Company. In the event that the Company determines to make the list available on an electronic network, the Company may take reasonable steps to ensure that such information is available only to stockholders of the Company. If a meeting is to be held at a place, then the list shall 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. 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.

Section 2.11. Stock Ledger. The stock ledger of the Company shall be the only evidence as to which stockholders are entitled (a) to vote in person or by proxy at any meeting of stockholders, or (b) to examine either the stock ledger, the list required by Section 2.10 of this Article II or the books of the Company.

Section 2.12. Action by Consent of Stockholders in Lieu of Meeting. 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 of the Company 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 III
DIRECTORS

Section 3.1. Number and Tenure. The business and affairs of the Company shall be managed by the Board of Directors. The number of directors constituting the whole Board of Directors shall be fixed by the affirmative vote of a majority of the members at any time constituting the Board of Directors or by the stockholders at the annual meeting or a special meeting. Except as provided in Section 3.2 of this Article, directors shall be elected by a plurality of the votes cast at annual meetings of the stockholders, and each director so elected shall hold office for the full term to which he shall have been elected and until his successor is duly elected and qualified, or until his earlier death, resignation or removal. Any director may resign at any time upon notice to the Company. A director need not be a stockholder of the Company or a resident of the State of Delaware.

Section 3.2. Vacancies. Any newly created directorship or any vacancy occurring in the Board of Directors for any cause may be filled by an affirmative vote of a majority of the remaining directors then in office, though less than a quorum, or by a plurality of votes cast at a meeting of stockholders, and each director so elected shall hold office for the remainder of the full term in which the new directorship was created or the vacancy occurred and until such director's successor is duly elected and qualified, or until his earlier death, resignation or removal.

Section 3.3. 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 3.4. Special Meetings. Special meetings of the Board of Directors may be held at any time, whenever called by the Chairman of the Board, if any, the President or a majority of directors then in office, at such place or places within or without the State of Delaware as may be stated in the notice of the meeting. Notice of the time and place of a special meeting must be given by the person or persons calling such meeting at least 24 hours before the special meeting.

Section 3.5. Meetings by Conference Telephone. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, members of the Board of Directors of the Company, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 3.5 shall constitute presence in person at such meeting.

Section 3.6. Quorum; Vote Required for Action. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, 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. The vote of a majority of the directors present at any meeting of the Board of Directors at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present

thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 3.7. Organization. Meetings of the Board of Directors shall be presided over by the Chairman of the Board, if any, or in his absence by the President, or in their absences by a chairman chosen at the meeting. The Secretary of the Company shall act as secretary of the meeting, but in his absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 3.8. Actions of the Board by Consent in Lieu of Meeting. 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 the members of the Board of Directors or 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.

Section 3.9. 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 Company. 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, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of any absent or disqualified member. Any committee, to the extent permitted by law and to the extent provided in the resolution of the Board of Directors establishing such committee, 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 Company, and may authorize the seal of the Company to be affixed to all papers which may require it. Each committee shall keep regular minutes and report to the Board of Directors when required.

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 is required 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 the members of any such committee shall constitute a quorum. Each such committee may elect a chairman and appoint such subcommittees and assistants as it may deem necessary. Except as otherwise provided by the Board of Directors, meetings of any committee shall be conducted in the same manner as the Board of Directors conducts its business pursuant to 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 judgment the best interests of the Company will 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.

Section 3.10. Compensation and Reimbursement of Expenses. The directors shall receive such compensation for their services as shall be determined by the Board of Directors and may be paid their expenses, if any, of attendance at each meeting of the Board of Directors. No such reimbursement shall preclude any director from serving the Company in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like reimbursement for attending committee meetings.

ARTICLE IV
OFFICERS

Section 4.1. General. The officers of the Company shall consist of a President and/or a Vice President, a Secretary and such other officers and agents as the Board of Directors may from time to time elect or appoint, which may include, without limitation, a Chairman of the Board, one or more Vice Presidents (whose seniority and titles may be specified by the Board of Directors), a Treasurer, one or more Assistant Treasurers, and one or more Assistant Secretaries. Each officer shall hold office until his successor shall have been duly elected 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 person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws. The officers of the Company need not be stockholders of the Company nor, except in the case of the Chairman of the Board, if any, need such officers be directors of the Company. Each officer shall hold office until his successor is elected and qualified or until his earlier death, resignation or removal. Any officer may resign at any time upon written notice to the Company. The Board of Directors may remove any officer with or without prejudice to the contractual rights of such officer, if any, with the Company. Election or appointment of an officer or an agent shall not of itself create contractual rights. Any vacancy occurring in any office of the Company 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. The officers of the Company shall have such powers and duties as generally pertain to their offices, except as modified herein or by the Board of Directors, as well as such powers and duties as from time to time may be conferred by the Board of Directors.

Section 4.3. Voting Securities Owned by the Company. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Company may be executed in the name and on behalf of the Company by the Chairman of the Board, if any, the President or any Vice President and any such officer may, in the name of and on behalf of the Company take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Company may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Company might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time, confer like powers upon any other person or persons.

ARTICLE V
INDEMNIFICATION

Section 5.1. Right to Indemnification. The Company shall indemnify and hold harmless each Indemnitee (as this and all other capitalized words are defined in Section 5.13 of this Article) to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended. The rights of an Indemnitee provided under the preceding sentence shall include, but not be limited to, the right to be indemnified to the fullest extent permitted by Section 145(b) of the DGCL in Proceedings by or in the right of the Company and to the fullest extent permitted by Section 145(a) of the DGCL in all other Proceedings.

Section 5.2. Expenses. If an Indemnitee is, by reason of his Corporate Status, a witness in or is a party to any Proceeding, and is successful on the merits or otherwise, he shall be indemnified against all Expenses actually and reasonably incurred by him or on his behalf in connection therewith. If the Indemnitee is a party to and is not wholly successful in such Proceeding but is successful, on the merits or otherwise, as to any Matter in such Proceeding, the Company shall indemnify the Indemnitee against all Expenses actually and reasonably incurred by him or on his behalf relating to each such Matter. The termination of any Matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such Matter.

Section 5.3. Request for Indemnification. To obtain indemnification, an Indemnitee shall submit to the Secretary of the Company a written request with such information as is reasonably available to the Indemnitee regarding the basis for such claim for indemnification. The Secretary of the Company shall promptly advise the Board of Directors of such request. An Indemnitee shall be advanced Expenses, within ten days after requesting them, to the fullest extent permitted by Section 145(e) of the DGCL.

Section 5.4. Determination of Indemnification. The Indemnitee's entitlement to indemnification shall be determined in accordance with Section 145(d) of the DGCL. If entitlement to indemnification is to be determined by Independent Counsel, the Company shall furnish notice to the Indemnitee within ten days after receipt of the request for indemnification, specifying the identity and address of the Independent Counsel. The Indemnitee may, within 14 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 Independent Counsel so selected does not meet the requirements of Independent Counsel and the objection shall set forth with particularity the factual basis of such assertion. If there is an objection to the selection of Independent Counsel, either the Company or the Indemnitee may petition the Court of Chancery of the State of Delaware or any other court of competent jurisdiction for a determination that the objection is without a reasonable basis and/or for the appointment of Independent Counsel selected by the Court.

Except in the event that the determination of entitlement to indemnification is to be made by Independent Counsel, if the person or persons authorized under this Section to determine entitlement to indemnification shall not have made and furnished to the Indemnitee in writing a determination of whether the Indemnitee is entitled to indemnification within 30 days after receipt by the Company of the Indemnitee's request therefor, a determination of entitlement to indemnification shall be deemed to have been made, and the Indemnitee shall be entitled to such

indemnification unless the Indemnitee knowingly misrepresented a material fact in connection with the request for indemnification or such indemnification is prohibited by law. 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) of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Company, or with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that his conduct was unlawful.

Section 5.5. Payments to Independent Counsel. The Company shall pay any and all reasonable fees and expenses of Independent Counsel incurred acting pursuant to this Article and in any proceeding to which it is a party or witness in respect of its investigation and written report and shall pay all reasonable fees and expenses incident to the procedures in which such Independent Counsel was selected or appointed. No Independent Counsel may serve if a timely objection has been made to his selection until a court has determined that such objection is without a reasonable basis.

Section 5.6. Right to Bring Suit. In the event that:

(a) a determination is made pursuant to Section 5.4 that the Indemnitee is not entitled to indemnification under this Article;

(b) advancement of Expenses is not timely made pursuant to Section 5.3 of this Article;

(c) Independent Counsel has not made and delivered a written opinion determining the request for indemnification (i) within 90 days after being appointed by the court, or (ii) within 90 days after objections to his selection have been overruled by the court, or (iii) within 90 days after the time for the Company or the Indemnitee to object to his selection; or

(d) payment of indemnification is not made within five days after a determination of entitlement to indemnification;

the Indemnitee shall be entitled to an adjudication in an appropriate court of the State of Delaware, or in any other court of competent jurisdiction, of his entitlement to such indemnification or advancement of Expenses. In the event that a determination shall have been made that the Indemnitee is not entitled to indemnification, any judicial proceeding or arbitration commenced pursuant to this Section shall be conducted in all respects as a de novo trial on the merits and Indemnitee shall not be prejudiced by reason of that adverse determination. If a determination shall have been made or deemed to have been made that the Indemnitee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding commenced pursuant to this Section 5.6, or otherwise, unless the Indemnitee knowingly misrepresented a material fact in connection with the request for indemnification, or such indemnification is prohibited by law.

The Company shall be precluded from asserting in any judicial proceeding commenced pursuant to this Section 5.6 that the procedures and presumptions of this Article are not valid, binding and enforceable and shall stipulate in any such court that the Company is bound by all provisions of this Article. In the event that the Indemnitee, pursuant to this Section 5.6, seeks a judicial adjudication to enforce his rights under, or to recover damages for breach of, this Article, 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 such 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 or arbitration shall be appropriately prorated.

Section 5.7. Nonexclusivity of Rights. The rights to receive indemnification and advancement of Expenses as provided by this Article shall not be deemed exclusive of any other rights to which an Indemnitee may at any time be entitled under applicable law, the Certificate of Incorporation, the Bylaws, any agreement, a vote of stockholders or disinterested directors, or otherwise.

Section 5.8. Other Indemnification. The Company's obligation, if any, to indemnify any Indemnitee who was or is serving at its request as a director, officer, employee, agent or fiduciary of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise or nonprofit entity shall be reduced by any amount such Indemnitee may collect as indemnification from such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise or nonprofit entity.

Section 5.9. Amendment or Repeal. No amendment, alteration or repeal of this Article or any provision thereof shall be effective as to any Indemnitee for acts, omissions, events and circumstances that occurred, in whole or in part, before such amendment, alteration or repeal.

Section 5.10. Survival of Rights. The provisions of this Article shall continue as to an Indemnitee whose Corporate Status has ceased and shall inure to the benefit of his heirs, executors and administrators.

Section 5.11. Insurance. The Company may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Company or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the Company would have the power to indemnify such person against such expense, liability or loss under Delaware law.

Section 5.12. Indemnity Agreements. The Company may enter into indemnity agreements with the persons who are members of its Board of Directors from time to time, and with such officers, employees and agents as the Board may designate, such indemnity agreements to provide in substance that the Company will indemnify such persons to the full extent contemplated by this Article.

Section 5.13. Definitions. For purposes of this Article:

"Corporate Status" describes the status of a person who is or was a director, officer, employee, agent or fiduciary of the Company or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise or nonprofit entity which such person is or was serving at the request 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 to prosecute or defend, investigating, or being or preparing to be a witness in a Proceeding.

"Indemnitee" includes any person who was or is made, or is threatened to be made a party or is otherwise involved in any Proceeding by reason of his Corporate Status.

"Independent 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 Indemnitee in any matter material to either such party or (b) any other party to the Proceeding giving rise to a claim for indemnification hereunder.

"Matter" is a claim, a material issue or a substantial request for relief.

"Proceeding" includes any action, suit, arbitration, alternate dispute resolution proceeding, investigation, administrative hearing or any other proceeding, whether civil, criminal, administrative, or investigative, except one initiated by an Indemnitee pursuant to Section 5.6 of this Article to enforce his rights under this Article.

Section 5.14. Communications. Any communication required or permitted to be made to the Company shall be addressed to the Secretary of the Company and any such communication to an Indemnitee shall be addressed to his home address unless he specifies otherwise.

Section 5.15. Legality. If any provision or provisions of this Article 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 shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

ARTICLE VI
MISCELLANEOUS

Section 6.1 Disbursements. All checks or demands for money and notes of the Company 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 6.2. Fiscal Year. The fiscal year of the Company shall be fixed by resolution of the Board of Directors.

Section 6.3. Corporate Seal. The Corporate Seal shall have inscribed thereon the name of the Company and the words "Corporate Seal, Delaware." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or otherwise reproduced.

Section 6.4. Interested Directors. No contract or transaction between the Company and one or more of its directors or officers, or between the Company 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 authorized the contract or transaction, or solely because his or their votes are counted for such purpose, if:

(a) the material facts as to his 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 vote of a majority of the disinterested directors, even though the disinterested directors be less than a quorum;

(b) the material facts as to his 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

(c) the contract or transaction is fair as to the Company 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. Any director of the Company may vote upon any contract or other transaction between the Company and any subsidiary or affiliated corporation without regard to the fact that he is also a director of such subsidiary or affiliated corporation.

Section 6.5. Amendments. These Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted, by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may

be. All such alterations, amendments, repeals or adoptions must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the Board of Directors then in office.

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 ORGANIZATION
OF

CenterPoint Energy Service Company, LLC
Filing Number: 800255966

The undersigned, as Secretary of State of Texas, hereby certifies that Articles of Organization for the above named company have been received in this office and have been found to conform to law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Organization.

Issuance of this Certificate of Organization does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 10/08/2003

Effective: 10/08/2003

[SEAL]

/s/ Geoffrey S. Connor
Geoffrey S. Connor
Secretary of State

Come visit us on the internet at <http://www.sos.state.tx.us/>
PHONE(512) 463-5555 FAX(512) 463-5709 TTY7-1-1
Prepared by: Andrea Andrea Titus

FILED
In the Office of the
Secretary of State of Texas

OCT 08 2003

ARTICLES OF ORGANIZATION

OF Corporations Section

CENTERPOINT ENERGY SERVICE COMPANY, 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 CenterPoint Energy Service Company, 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 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.

ARTICLE V

The Company shall have a manager. The name and address of the initial manager of the Company is David M. McClanahan, 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 8th day of October, 2003.

/s/ Richard B. Dauphin

Richard B. Dauphin
Organizer

CNP Service Company Articles of Organization

LIMITED LIABILITY COMPANY REGULATIONS
FOR
CENTERPOINT ENERGY SERVICE COMPANY, LLC
Effective as of October 9, 2003

LIMITED LIABILITY COMPANY REGULATIONS

These Limited Liability Company Regulations (this "Agreement") are made and executed to be effective as of October 9, 2003 by Utility Holding, LLC a Delaware limited liability company.

WHEREAS, articles of organization for CenterPoint Energy Service Company, LLC (the "Company"), have 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 Company 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):

"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.

"Indemnatee" 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.

"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 October 8, 2003, 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 CenterPoint Energy Service Company, 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 1111 Louisiana, Houston, Texas 77002. 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, providing services to CenterPoint Energy, Inc. and its direct and indirect subsidiaries and exercising any and all rights and powers and performing and discharging any and all obligations and liabilities with respect to providing such services. 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") is as follows:

Utility Holding, LLC
200 West Ninth Street Plaza
Wilmington, Delaware 19801

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 Capital 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 of the Company 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.

7.4 Initial Manager. The initial Manager shall be David M. McClanahan. 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 Act or 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 Lost, Stolen or Destroyed Certificates. The Company shall 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.

9.3 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, shall 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.

UTILITY HOLDING, LLC

By:/s/ Patricia F. Genzel

Name: Patricia F. Genzel
Title: President

MEMORANDUM

PARA : Diana Minojosa

DE : Cristina Cortes

FECHA : 31 de mayo de 1999

=====
Atentamente, adjunto al presente te envio copia de la escritura de
constitucion de la sociedad RELIANT ENERGY EL SALVADOR, S.A. DE C.V.

[PAPEL PARA PROTOCOLO GRAFICO]

[SELLO]

CUARENTA CENTAVOS

[SELLO]

NUMERO TRENTA Y DOS LIBRO VIGESIMO PRIMERO. - En la ciudad de San Salvador, a las quince horas del día veintisiete de mayo de mil novecientos noventa y nueve. - Ante mí, RODOLFO ANTONIO PARKER SOTO, Notario, de este domicilio, comparecieron los señores MARIO EDUARDO CANOVA, de cuarenta y nueve años de edad, Ingeniero, de nacionalidad Estadounidense, del domicilio de Houston, Texas, Estados Unidos de América, portador de su pasaporte de dicho país número cero uno cuatro siete ocho tres dos cinco ocho, quien actúa en nombre y representación, en su carácter de apoderado de la sociedad RELIANT ENERGY INTERNATIONAL HOLDINGS, LLC., cuya personería doy fe de ser legítima y suficiente, por haber tenido a la vista: poder otorgado en la [ILLEGIBLE] veinticinco de octubre del año en curso, debidamente apostillado; del que consta que el compareciente se encuentra facultado para el otorgamiento de la [ILLEGIBLE] edad, Ingeniero, de nacionalidad Estadounidense, del domicilio de Houston, Texas, Estados Unidos de América, portador de su pasaporte de dicho país número uno tres cero ocho uno cuatro seis cero uno, actuando en nombre y representación de la sociedad RELIANT ENERGY INTERNATIONAL, INC., cuya personería doy fe de ser legítima y suficiente, por haber tenido a la vista: poder otorgado en la Ciudad de Houston, Condado de Harris, Estado de Texas, Estados Unidos de América, el día veintiuno de mayo del presente año, por el

CUARENTA CENTAVOS

senor Edward Arthur Monto, en su caracter de Presidente de dicha sociedad, [ILLEGIBLE] del quo concta quo ol comparocionto co onouentra facultado para el otorgamiento de la presente escritura; en el caracter en que actuan, ME DICEN: Que han convenido constituir y al efecto constituyen una sociedad anonima de capital variable, que se registra por las siguietes disposiciones, las cuales constituyen sus estatutos: PRIMERA: NATURALEZA, [ILLEGIBLE] de capital variable, de nacionilidad salvadorena y se denominara "RELIANT ENERGY EL SALVADOR", seguida de las palabras "SOCIEDAD ANONIMA DE CAPITAL VARIABLE", o de su abreviatura "S.A. DE C.V."; siendo su domicilio principal la ciudad de San Salvador, con facultades de establecer sucursales, oficinas y dependencias que sean convenientas a los intereses sociales en otros lugares de la Republica o en el extranjero. SEGUNDA: PLAZO.- La duracion de la [ILEGIBLE] tendra por objeto y destinara su capital a los siguientes fines: a) la generacion, transformacion, transmision, distribucion y comercializacion de energia electrica, en todas sus formas; b) cualquier otra actividad o inversion mercantil o industrial que coadyuvo o complemento directa o [ILLEGIBLE] el largo de sus fines; y c) en general, la explotacion del comercio, industria y servicios en todas sus Pamas y actividades; y la realizacion de toda clase de actos, contratos o actividades permitidos por la ley. CUARTA: CAPITAL DE FUNDACION. El capital de fundacion de la sociedad sera

[SELLO]

de [ILLEGIBLE] dividido y [ILLEGIBLE] comunes y nominativas, de una sola serie y del valor nominal de CIEN COLONES cada una. QUINTA: REGIMEN DE CAPITAL VARIABLE.- El capital es susceptible de aumento o disminucion dentro del regimen de capital variable de acuerdo con las regulaciones siguientes: a) el capital social sera de TRESCIENTOS MIL COLONES; b) el capital [ILLEGIBLE] de los accionistas o de otras personas que ingresen a la sociedad, por capitalizacion de reservas y utilidades o por revalorizacion del activo de la sociedad; c) los acuerdos sobre aumento o [ILLEGIBLE] del capital social solo podran hacerse en Junta General Extraordinaria de Accionistas; dicha Junta General fijara la forma y terminos en que deban hacerse las correspondientes emisiones de acciones. Para que proceda un aumento de capital sera necesario [ILLEGIBLE] el capital social original como cualquier otro aumento que su hubiere decretado con anterioridad; d) los aumentos a disminuciones del capital social deberan inscribirse en el Libre de Register que [ILLEGIBLE] e) en los casos de disminucion del capital por retiro de aportaciones, si uno o mas socios quisieren hacer uso del derecho de retiro, pero tales retiros tuvieren como consecuencia la reduccion del capital a menos del minimo pactado en el literal a de esta clausula o excediere de la cantidad autorizada o acordada por la Junta General para disminuirse, solamente se autorizara al pago de acciones completas, a prorrata del capital que dichos accionistas tengan en la sociedad, hasta la concurrencia del capital minimo de la cantidad autorizada a [ILLEGIBLE] f) cuando se decreta la disminucion del capital

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por [ILLEGIBLE] para efectuar la disminucion y para la cancelacion, sustitucion o emision de los titulos correspondientes. SEXTA: DE LAS ACCIONES.- Las acciones seran comemes y nomination. no [ILLEGIBLE] transferirse por endoso seguido de registro, en los libros de la sociedad. En cuanto a los modelidades [ILLEGIBLE] titules y libres de accionistas, representacion de [ILLEGIBLE], reposicion y demas regulacioner. relativas a las acciones, se extara a lo que dispone el Codigo de Comercio. Los titulos o certificados seran firmados por el Presidente y el Secretario. SEPTIMA: DERECHO PREFERENTE EN AUMENTO DE CAPITAL. En caso de aumento de capital, los accionistas tendran derecho preferente para [ILLEGIBLE] acciones que posean a la fecha en que se acuerde el aumento y a suscribir cualesquiera aportaciones suplementarias de capital. Los derechos conferidos a los [ILLEGIBLE] los quince dias siguientes a la publicacion del acuerdo respectivo. OCTAVA: GOBIERNO DE LA SOCIEDAD.- Las Juntas Generales de Accionistas constituirian la suprema autoridad de la sociedad. Estas Juntas tendran las facultador y obligacioines que [ILLEGIBLE]. NOVENA: JUNTAS GENERALES.- La Junta General [ILLEGIBLE] que sigan a la clausura del ojorcicio social. Las Juntas Generales Extraordinarias se reuniran cuando lo acuerde el Director Presidento o cuando [ILLEGIBLE] capital social, indicando [ILLEGIBLE]

CUARENTA CENTAVOS

por desvalorizacion del activo, la Junta General fijara asimismo las normas para efectuar la disminucion y para la cancelacion, sustitucion o emision de los titulos correspondientes. SEXTA: DE LAS ACCIONES.-Las acciones seran commes y nominativas, no obstante estar totalmente pagadas, pudiendo transferirse por endoso seguido de registro, en los libros de la sociedad. En cuanto a las modalidades especificas en materia de traspaso, requisitos de los titulos y libros de accionistas, representacion de accionistas, reposicion y demas regulaciones relatives a las acciones, se estara a lo que dispone el Codigo de Comercio. Los titulos o certificados seran firmados por el Presidente y el Secretario. SEPTIMA: DERECHO PREFERENTE EN AUMENTO DE CAPITAL. En caso de aumento de capital, los accionistas tendran derecho preferente para suscribir las nuevas acciones que se emitan en proporcion al numero de acciones que posean a la fecha en que se acuerde el aumento y a suscribir cualesquiera aportaciones suplementarias de capital. Los derechos conferidos a los accionistas en caso de aumento de capital deberan ejercitarse dentro de los quince dias siguientes a la publicacion del acuerdo respectivo. OCTAVA: GOBIERNO DE LA SOCIEDAD.- Las Juntas Generales de Accionistas constituiran la suprema autoridad de la sociedad. Estas Juntas tendran las facultades y obligaciones que senala la ley. NOVENA: JUNTAS GENERALES.- La Junta General Ordinaria, se reunira por lo menos una vez al ano, dentro de los cinco meses que sigan a la clausura del ejercicio social. Las Juntas Generales Extraordinarias se reuniran cuando lo acuerde el Director Presidente o cuando lo pidan por escrito los accionistas que representen por lo menos el cinco por ciento del capital social, indicando los asuntos a tratar y en cualquier otro

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caso que ordene [ILEGIBLE] dichos casos como regla general, deberan ventilarse los asuntos a que se refieren los articulos doscientos veintitres y doscientos veinticuatro del Codigo de Comercio, respectivamente. DECIMA: CONVOCATORIA, QUARUM Y PROCENTAJE DE VOTACION.- Las convocatorias a Juntas Generales se haran por medio de un aviso que se redactara y publicara de conformidad a la ley. Ademas se envira un aviso dirigido a los accionistas. El quorum y porcentaje de votacion seran los que senala la ley, para cada tipo de Junta. DECIMO PRIMERA: ADMINISTRACION DE LA SOCIEDAD.- 1) Integracion y Reglas de Funcionamiento. La Administracion de la Sociedad estara confida a una Junta Directiva electa por la Junta General de Accionistas e integrada por un Director Presidente, un Director Secretario y un Primer Director. Habra tres directivos suplentes designados de la misma manera que los propietarios. Para ser Director no se necesita ser accionista de la Sociedad. 2) Perido de ejercicio de los Directores. Los Directores Propietarios y suplents duraran en sus funciones tres anos pudiendo ser reelectos. Continuaran en el ejercicio de sus funciones aun cuando hubiere concluido el plazo del periodo para el que fueron electos, mientras no se elijan los substitos y estos no tomen posesion de sus cargos. La calidad de miembro de la Junta Directiva sera compatible con cualquier cargo o empleo de la Sociedad. 3) Mayoria para celebrar sesion y tomar resoluciones. La Junta Directiva se tendra por legalmente reunida y sus decisiones seran validas cuando concurran sus miembros. Se necesitara el acuerdo muto de los Directores de la Junta Directiva para cualquier resolucion. 4) Acta de las Sesiones. De todo lo acordado en las reuniones de la Junta Directiva, se levantara un acta que sera asentada en el Libro

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correspondiente bajo la responsabilidad del Director Secretario. 5) Atribuciones de la Junta Directiva. La Junta Directiva tendra la direccion de los negocios de la sociedad y la administracion de sus bienes, sin mas limitaciones que las establecidas en la ley y en esta escritura: 1) cumplir y hacer cumplir las resoluciones y acuerdos de la Junta General de Accionistas; 2) Nombrar a los Gerentes y Sub-Gerentes, senalarles sus respectivas remuneraciones y obligaciones, concederles permisos o licencias, aceptar sus renunciaciones o removerlos cuando lo considere conveniente a los intereses de la sociedad. 3) Decidir sobre la organizacion interna de la sociedad, creando o suprimiendo las plazas permanentes o temporales que estime convenientes, y establecer un regimen de salario o prestaciones para sus funcionarios y trabajadores. 4) Contratar servicios profesionales o tecnicos especializados. 5) Reglamentar el uso de la firma en la correspondencia bancaria y comercial. 6) Acordar la apertura de sucursales o Agencias, designando los respectivos agentes o corresponsales. 7) Elaborar la memoria de sus labores, el balance general, el estado de perdida y ganancias y el proyecto de distribucion de utilidades que deban someterse a la Junta General de Accionistas. 8) Convocar por medio del Presidente a Junta General de Accionistas. 9) Proponer a la Junta General de Accionistas la formacion de las reservas adicionales a las establecidas por la Ley o esta escritura. 10) Publicar los balances de situacion y la aprobacion de la gestion administrativa en el tiempo y forma que establece la ley. 11) Emitir los reglamentos internos necesarios para el buen funcionamiento de la Sociedad. 12) Todas las demas que la Ley le confiere. DECIMO SEGUNDA: DEL DIRECTOR PRESIDENTE Y DEL DIRECTOR SECRETARIO.

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REPRESENTACION LEGAL JUDICIAL Y EXTRAJUDICIAL DE LA SOCIEDAD. Al Director Presidente y al Director Secretario de la Junta Directiva correspondera, indistintamente, la representacion legal de la sociedad, a la cual representaran judicial y extrajudicialmente correspondiendoles el uso de la firma social. Podran celebrar toda clase de contratos o negocios comprendidos dentro del giro ordinario de los negocios de la sociedad, pero para todas las operaciones que excedan el giro ordinario de los negocios, para enajenar, permutar o gravar bienes inmuebles, asl como constituir derechos sobre los mismos, obtener dinero a mutuo con garantia hipotecaria, necesitaran previo acuerdo de la Junta Directiva. Para el ejercicio de las funciones anteriores se les confieren al Presidente y al Secretario las facultades generales del mandato y las especiales comprendidas en el articulo ciento trece del Codigo de Prodedimientos Civiles, inclusive la de transigir, todas las cuales el notario que autoriza explico claramente a los otorgantes, cerciorandose de que las conocen y comprenden y que precisamente las conceden. DECIMO TERCERA: DEL DIRECTOR SECRETARIO.- Son funciones del Director Secretario: 1) Llevar los Libros de Acta de Junta General de Accionistas y de la Junta Directiva, conforme a las disposiciones de la Ley y de esta escritura y cuidar de que las actas respectivas sean asentadas dentro del tiempo y de la forma correspondiente. 2) Autorizar con su firma las certificaciones que la Sociedad expida y las credenciales de los miembros de la Junta Directiva,, del Auditor y demas funcionarios de la Sociedad. 3) Ordenar y preparar los documentos, datos y la informacion complementaria para las Juntas Generales de Accionistas y reuniones de la Junta Directiva. 4) Extender al Director que lo solicite,

CUARENTA CENTAVOS

copia de las actas de las sesiones de Junta Directiva. DECIMO CUARTA: FORMAS DE LLENAR LAS VACANTES DE LOS DIRECTORES.- En caso de muerte, renuncia o impedimento permanente del Presidente, ejercera las funciones de este el Secretario, por todo el tiempo que faltare para concluir el ejercicio del titular. En caso de ausencia del Presidente, el Secretario ejercera las funciones o atribuciones de este, durante su ausencia. II) Si por muerte, renuncia, imposibilidad, ausencia o remocion, faltare algun miembro propietario de la Junta Directiva, seran sustituidos por sus respectivos suplentes. Para efectuar el llamamiento bastara dejar constancia de haberse acordado en el libro de Actas de sesiones de la Junta Directiva . Si dichos Directores no pudieren ponerse de acuerdo si no hubiere mas que un Director en funcion, tocara actuar al Suplente o a los Suplentes que corresponda segun la prelación del orden de su nombramiento. Si la inhabilidad del Director faltante fuere permanente, el suplente que actue en su lugar, desempenara el cargo hasta concluir el periodo para el cual fue electo el primero. DECIMO QUINTA: ADMINISTRACION DIRECTA.- Cuando la Junta Directiva lo estime conveniente, podra confiar la administracion directa de la Sociedad a uno o varios Gerentes, sin que esta delegacion limite las facultades concedidas a la Junta Directiva o sus miembros. Los poderes que se otorguen, determinaran la extension del mandato y sus restricciones. Los Gerentes podran ser o no miembros de la Junta Directiva. DECIMO SEXTA. AUDITORIA.- La Junta General Ordinaria de Accionistas elegira a un Auditor por el plazo que estime conveniente el cual no podra ser menor de un ano ni exceder de tres, para que ejerza todas las funciones de vigilancia de la administracion social con las

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facultades y obligaciones que determine la ley. En caso de muerte, renuncia, inhabilidad o incapacidad del Auditor, la Junta General elegirá otra persona para que ejerza todas las funciones de vigilancia de la administración social.

DECIMO SEPTIMA: EJERCICIO ECONOMICO.- El ejercicio económico de la sociedad será del primero de enero al treinta y uno de diciembre de cada año. DECIMO OCTAVA ; RESERVAS.- Las reservas serán las que indique la ley. Además, la Junta General podrá decretar las reservas voluntarias que estime conveniente. DECIMO NOVENA ; DISOLUCION Y LIQUIDACION DE LA SOCIEDAD. La disolución de la sociedad procederá en cualquiera de los casos contemplados por la ley. Cuando se proceda a la disolución y liquidación de la sociedad se nombrará a la Junta General que así lo acuerde, una Junta de Liquidadores que estará integrada por tres miembros. La sustitución de cualquier liquidador se hará de igual manera. VIGESIMA:

SUSCRIPCION Y PAGO DE CAPITAL. Los otorgantes suscriben la totalidad del capital de fundación que es el mismo capital mínimo y lo pagan en un veinticinco por ciento; la sociedad RELIANT ENERGY INTERNATIONAL HOLDINGS, LLC., suscribe DOS MIL NOVECIENTAS SETENTA ACCIONES con un valor nominal de CIEN COLONES cada una y paga la suma de SETENTA Y CUATRO MIL DOSCIENTOS CINCUENTA COLONES, correspondientes al veinticinco por ciento de lo suscrito por ella; la sociedad RELIANT ENERGY INTERNATIONAL, INC., suscribe TREINTA ACCIONES con un valor nominal de CIEN COLONES y paga la suma de SETECIENTOS CINCUENTA COLONES, correspondientes al veinticinco por ciento de lo suscrito por ella. Dichos accionistas efectúan sus aportes por medio de sendos cheques certificados que adelante se relacionarán. En vista de lo anterior cada acción queda suscrita totalmente y pagada en un veinticinco por ciento. Es convenido

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que el pago total de las acciones se hara en un plazo maximo de cinco anos a partir de esta fecha y de conformidad a llamamientos que efectue la administracion de la sociedad de acuerdo a las necesidades sociales. VIGESIMO PRIMERA: NOMBRAMIENTO DE LA PRIMERA JUNTA DIRECTIVA. a) por acuerdo unanime los otorgantes en su caracter de accionistas acuerdan elegir la primera Junta Directiva que estara constituida de la siguiente manera: Presidente el senor EDWARD ARTHUR MONTO, mayor de edad Administrador de Empresas, de nacionalidad estadounidense, del domicilio de Houston, Texas, Estados Unidos de America; Secretario el senor PASTOR SANJURJO, mayor de edad, Ingeniero, de nacionalidad estadounidense, del domicilio de Houston, Texas, Estados Unidos de America; y Primer Director el senor GEORGE PETER SCHAEFER, mayor de edad, Economista, de nacionalidad Estadounidense, del domicilio de Houston, Texas, Estados Unidos de America. DIRECTORES SUPLENTEs: Presidente el senor MICHAEL JINES, mayor de edad, Aboquado, de nacionalidad Estadounidense, del domicilio de Houston, Texas, Estados Unidos de America; Secretario el senor Mario Canova, mayor de edad, Ingeniero, de nacionalidad Estadounidense, del domicilio de Houston, Texas, Estados Unidos de America; Primer Director el senor Robert Socci, mayor de edad, Abogado, del domicilio de Houston, Texas, Estados Unidos de America. Asi se expresaron los comparecientes, y yo el suscrito Notario doy fe: a) de haber tenido a la vista los cheques certificados con que los accionistas efectuan sus aportes de capital, respectivamente: serie "A" numero trescientos sesenta y siete, por la suma de SETENTA Y CUATRO MIL DOCIENTOS CINCUENTA COLONES, a favor de la sociedad que se constituye, contra el Banco Multivalores, S.A. de C.V., emitido y certificado con fecha veintisiete de los

[SELLO]

corrientes mes y año; serie "A" número trescientos sesenta y ocho, por la suma de SETECIENTOS CINCUENTA COLONES, a favor de la sociedad que se constituye, contra el Banco Multivalores, S.A., emitido y certificado con fecha veintisiete de los corrientes mes y año; b) de haber advertido a los otorgantes de la obligación en que se encuentran de registrar el testimonio de esta escritura en el Registro de Comercio, de los efectos del Registro y de las sanciones impuestas por falta del mismo y que para su inscripción es indispensable agregar las solvencias municipales de los accionistas; c) Que les conozco y además indentifique por medio de sus respectivos documentos de identidad personal ya relacionados; d) Que son capaces de otorgar la presente escritura, habiéndoles explicado los efectos legales de la misma; y e) Que leída que les hube íntegramente la presente escritura en un solo acto ratifican su contenido por estar redactada de acuerdo a sus voluntades y firmamos. DOY FE.-

[ILLEGIBLE] WALTER PEREZ-DAPLE

[ILLEGIBLE]

Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697

[SEAL]

Geoffrey S. Connor
Secretary of State
B-105

OFFICE OF THE SECRETARY OF STATE

November 18, 2003

Baker Botts L.L.P.
1500 San Jacinto Center, 98 San Jacinto Blvd
Austin, TX 78701 USA

RE: Block 368 GP, LLC
File Number: 800269602

It has been our pleasure to file the articles of organization and issue the enclosed certificate of organization evidencing the existence of the newly created limited liability company.

Unless exempted, limited liability companies are subject to state tax laws, including franchise tax laws. Shortly, the Comptroller of Public Accounts will be contacting the company at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the company. The first year franchise tax return will be due a year and ninety days following organization. Thereafter, an annual franchise tax return is due in May of each year. If you need to contact the Comptroller about franchise taxes, you may contact the agency by calling (800) 252-1381, by e-mail to tax.help@cpa.state.tx.us or by writing P.O. Box 13528, Austin, TX 78711-3528. Telephone questions regarding other business taxes, including sales taxes, should be directed to (800) 252-5555.

Limited liability companies do not file annual reports with the Secretary of State. Documents will be filed with the Secretary of State if the company needs to amend one of the provisions in its articles of organization. It is important for the company to continuously maintain a registered agent and office in Texas. Failure to maintain an agent or office or file a change to the information in Texas may result in involuntary dissolution of the company.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Statutory Filings Division
(512)463-5555

Enclosure

Come visit us on the internet at <http://www.sos.state.tx.us/>
PHONE(512) 463-5555 FAX(512) 463-5709 TTY7-1-1
Prepared by: Lisa Sartin

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 ORGANIZATION
OF

Block 368 GP, LLC
Filing Number: 800269602

The undersigned, as Secretary of State of Texas, hereby certifies that Articles of Organization for the above named company have been received in this office and have been found to conform to law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Organization.

Issuance of this Certificate of Organization does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 11/17/2003

Effective: 11/17/2003

[SEAL]

/s/ Geoffrey S. Connor
Geoffrey S. Connor
Secretary of State

Come visit us on the internet at <http://www.sos.state.tx.us/>

PHONE(512) 463-5555

FAX(512) 463-5709

TTY7-1-1

Prepared by: Lisa Sartin

FILED
In the Office of the
Secretary of State of Texas

NOV 17 2003

Corporations Section

ARTICLES OF ORGANIZATION

OF

BLOCK 368 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 Block 368 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 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.

ARTICLE V

The Company shall have a manager. The name and address of the initial manager of the Company is Steven H. Schuler, 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 17th day of November, 2003.

/s/ Richard B. Dauphin

Richard B. Dauphin
Organizer

AMENDED AND RESTATED LIMITED LIABILITY COMPANY REGULATIONS

FOR

BLOCK 368 GP, LLC

Effective as of November 17, 2003

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 November 17, 2003, by Utility Holding, LLC, a Delaware limited liability company ("Utility Holding").

WHEREAS, CenterPoint Energy District Cooling, LP ("District Cooling LP") formed Block 368 GP, LLC (the "Company") under the Texas Act on November 17, 2003; and

WHEREAS, District Cooling LP distributed all of its membership interests in the Company (the "LLC Interest") and all of its limited partnership interests in the Block 368, LP (collectively with the LLC Interest, the "Block 368 Interests") to CenterPoint Energy District Cooling, LLC ("District Cooling LLC") and CenterPoint Energy Thermal Systems (Delaware), Inc. ("Thermal Systems") in accordance with their relative interests in District Cooling LP, and that thereafter District Cooling LLC and Thermal Systems distributed (directly or indirectly) their respective portions of the Block 368 Interests to CenterPoint Energy Management Services, Inc. ("CPEMS"); and

WHEREAS, CPEMS distributed the Block 368 Interests to its sole stockholder, Utility Holding and this Agreement is being entered into to reflect the resulting ownership of the Company.

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.

"Block 368 Interests" shall have the meaning given such term in the recitals.

"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.

"Company" shall have the meaning given such term in the recitals.

"CPEMS" shall have the meaning given such term in the recitals.

"District Cooling LLC" shall have the meaning given such term in the recitals.

"District Cooling LP" shall have the meaning given such term in the recitals.

"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 10.1.

"Indemnitee" shall have the meaning given such term in Section 8.1.

"LLC Interest" shall have the meaning given such term in the recitals.

"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 12.3, but shall not include any Member that ceases to be a Member.

"Partnership" shall mean Block 368, 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 12.3.

"Texas Act" shall mean the Texas Limited Liability Company Act, as the same may be amended from time to time hereafter.

"Thermal Systems" shall have the meaning given such term in the recitals.

"Utility Holding" shall have the meaning given such term in the recitals.

ARTICLE II

FORMATION OF THE COMPANY

2.1 Formation. On November 17, 2003, 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 Block 368 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 1111 Louisiana, Houston, Texas 77002. 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

MEMBER

The name and place of business of the Member (the "Member") and the equity interests in the Company owned by the Member are as follows:

Name -----	Equity Interests -----
Utility Holding, LLC 200 West Ninth Street Wilmington, Delaware 19801	1,000 Common Shares

ARTICLE IV

CAPITAL OF THE COMPANY

4.1 Common Shares. 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.

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 Capital 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 Manager. The Manager shall be Steven H. Schuler. 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 generally pertain to their offices or 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 "Indemnatee"). 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 Indemnatee 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 Indemnatee's status as such against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the Indemnatee in connection with such action, suit or proceeding, if the Indemnatee acted in good faith and in a manner the Indemnatee 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 Indemnatee'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 Indemnatee did not act in good faith and in a manner that the Indemnatee 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 Indemnatee'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 Act or 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

ALLOCATIONS AND DISTRIBUTIONS

9.1 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.

9.2 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.

9.3 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 X

ACCOUNTING PERIOD, RECORDS AND REPORTS

10.1 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").

10.2 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.

10.3 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 XI

TAX MATTERS

11.1 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.

11.2 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.

11.3 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 XII

RESTRICTIONS ON TRANSFERABILITY;
ADMISSION OF SUBSTITUTE MEMBERS

12.1 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 XII, 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 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.

12.2 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.

12.3 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 XIII

DISSOLUTION AND TERMINATION

13.1 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 XII, 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 XII are met.

13.2 Effect of Dissolution. Upon the occurrence of any of the events specified in this Article XIII 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.

13.3 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.

13.4 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.

13.5 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 XIV

MISCELLANEOUS PROVISIONS

14.1 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.

14.2 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 10.3.

14.3 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.

14.4 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.

14.5 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.

14.6 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.

14.7 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.

14.8 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.

14.9 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.

14.10 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.

14.11 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.

14.12 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.

14.13 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.

UTILITY HOLDING, LLC

By: /s/ Patricia F. Genzel

Name: Patricia F. Genzel

Title: President and Secretary

A-19

QUINTA ALTERAÇÃO DO CONTRATO SOCIAL
DA HOUSTON BRASIL LTDA. QUE ALTERA
SUA DENOMINAÇÃO SOCIAL PARA RELIANT
ENERGY BRASIL LTDA.

NIRE No 33.206.111.53-1
CNPJ No 01.166.641/0001-83

Rio de Janeiro, 13 de agosto de 1999

Pelo presente instrumento particular e melhor forma de direito, as partes
abaixo:

- I. RELIANT ENERGY INTERNATIONAL, INC., sociedade devidamente constituída e existente de acordo com as leis de Delaware, Estados Unidos da América, com sede em 1111 Louisiana, Houston, Texas, Estados Unidos da América, neste ato representada por seu bastante procurador, Dr. EDUARDO DE CERQUEIRA LELTE, brasileiro, casado, advogado, portador da Cédula de Identidade RG no 8.583.869:SSP/SP e inserido no CPF/MF sob no 754.395.738-87, residente e domiciliado na Cidade de São Paulo, Estado de São Paulo, na Rua Frederico Guarinon, 989, apartamento 71, Jardim Ampliação, CEP 05713-460; e
- II. LUZ DE LA PLATA S.A. (ANTERIORMENTE DENOMINADO HOUSTON ARGENTINA S.A.), sociedade devidamente constituída e existente de acordo com as leis da Argentina, com sede na Avenida Libertador, 602, 13(GRADOS) Andar (1001), Buenos Aires, Argentina 1001, neste ato representada por seu bastante procurador, Dr. Eduardo de Cerqueira Leite, acima qualificado,

únicas quotistas da sociedade por quotas de responsabilidade limitada denominada HOUSTON BRASIL LTDA., com sede na Cidade do Rio de Janeiro, Estado do Rio de Janeiro, na Avenida Rio Branco no 311, 4(GRADOS) andar - parte, CEP 20046-900, inscrita no CNPJ sob no 01.166.641/0001-83, cujo contrato social foi devidamente registrado na Junta Comercial do Estado de São Paulo ("JUCESP") sob NIRE 35.213.707.232, em sessão de

8 de abril de 1996, 2(a) alteracao, contratual que transferiu a sede da sociedade para o Rio de Janeiro, arquivada na Junta Comercial do Estado do Rio de Janeiro, ("JUCERJA") sob NIRE no 33.206.111.53-1, em scssao de 15 de julho de 1998, 3(a) alteracao arquivada na JUCERJA sob no 960534, em sessao de 18 de dezembro de 1998, e 4(a) e ultima alteracao contratual [ILLEGIBLE] de 7 de julho de 1999 pendente de arquivamento na mesma JUCERJA e, aindo.

III. RELIANT ENERGY ARGENTINA S.A. (anteriormente denominada HIE Generadora S.A.), sociedade devidamente constituída e existente de acordo com as leis da Argentina, com escritorio principal em 1111 Louisiana, Houston, Texas, neste alo representada por seu bastante procurador, Dr. EDUARDO DE CERQUEIRA LEITE, acima qualificado;

tem entre si justo e contratado alterar, como de fato alterado tem, o referido Contrato Social, procedendo da seguinte forma:

I - Mediante expreso consentimento da quotista RELIANT ENERGY INTERNATIONAL, INC., a quotista LUZ DE LA PLATA S.A. (anteriormente denominada Houston Argentina S.A.), detentora de 1 (uma) quota no valor nominal total de R\$ 1,00(um Real), retira-se da Sociedade, cedendo e transferindo sua quota, com tudo o que a mesma representa, livre e desembaracade de quaisquer onus, dividas, duvidas, gravames, e/ou encargos de qualquer natureza, a sociedade RELIANT ENERGY ARGENTINA S.A., acima qualificada, que, desta forma, ingressa na Sociedade.

II - A cedente, a cessionaria e a Sociedade dao-se mutuarnente, neste ato, a mais ampla, rasa, geral, irrevogavel e irretratavel quitecao pela quota ora cedida e transferida, para nada mais reclamarem uma da outra a qualquer titulo ou pretexto.

III - Tambem de mutuo e comum acordo, as quotistas resolvem alterar a denominacao social da Sociedade de HOUSTON BRASIL, LTDA. PARA RELIANT ENERGY BRASIL LTDA. Em decorrencia da referida alteracao, a Clausula 1(a) do Contrato Social passa a vigorar com a seguinte redacao:

"CLAUSULA 1(a)" - A sociedade denomina-se RELIANT ENERGY BRASIL LTDA. (a "Sociedade"), com sede na Cidade do Rio de Janeiro, Estado do Rio do Janeiro, na Avenida Rio Branco no 311, 4(a) andar-parte, Centro, CEP 20046-900."

IV. Tambem de mutuo e comum acordo, os quotistas resolvem consolidar o Contrato Social, e qual, ja refletindo a alteracao acima, bem como outras que as quotistas julgarem convenientes, passa a ter a seguinte redacao:

"CONTRATO SOCIAL
DA
RELIANT ENERGY BRASIL LTDA.

DENOMINACAO, SEDE SOCIAL E DURACAO

CLAUSULA 1(a) - A sociedade denomina-se RELIANT ENERGY BRASIL LTDA. (a "Sociedade"), com sede na Cidade do Rio de Janeiro, Estado do Rio do Janeiro na Avenida Rio Branco no 311, 4(a) andar - parte, Centro, CEP 20046-900.

PARAGRAFO 1(GRADOS) - A Sociedade podera abrir e encerrar dependencias em qualquer parte do territorio nacional ou no exterior de acordo com deliberacao da quotista majoritaria.

PARAGRAFO 2(GRADOS) - A Sociedade tera prazo indeterminado de duracao.

OBJETO SOCIAL

CLAUSULA 2(a) - A Sociedade tem por objeto a administracao de bens proprios que nao depanda de autorizacio governamental especilica e a participacao em outras sociedades, qualouer que seja sua forma, bem como em consoroios, sociedades em conta de participacao ou outras modalidades associativas, observada a legislacao aplicavel.

CAPITAL SOCIAL

Clausula 3(a) - O capital social, parcialmente integralizado em moeda corrente nacional, e de R\$ 1.200.001,00 (um milhao, duzentos mil e um reais), dividido em 1.200.001 (um milhao, duzentas mil e uma) quotas no valor nominal de R\$ 1,00 (um real) cada uma, distribuidas [ILLEGIBLE] as quotistas da seguinte forma:

(i) RELIANT ENERGY INTERNATIONAL, INC. detem 1.200.000 (um milhao e duzentas mil) quotas, no valor nominal total de R\$ 1.200.000,00 (um milhao e duzentos mil reais), sendo que as 465.800 (quatrocentas e sessenta e cinco mil e oitocentas) quotas no valor nominal total de R\$ 465.800,00 (quatrocentos e sessenta e cinco mil e oitocentos reais) estao totalmente integralizadas e as restantes 734.200 (setecentas e trinta e quatro mil e duzentas) quotas no valor nominal total de R\$ 734.200,00 (setecentos e trinta e quatro mil e duzentos reais) deverao ser totalmente integralizadas em moeda corrente nacional no prazo de 12 (dozc) meses a partir da presente data; e

(ii) RELIANT ENERGY ARGENTINA S.A. detem 1 (uma) quota, totalmente integralizada, no valor nominal total de R\$ 1,00 (um real).

PARAGRAFO UNICO - A responsabilidade das quotistas e limitada a totalidade do capital social, de acordo com o Artigo 2(GRADOS) "in fine" do Dacreto 3.708 de 10 de janeiro de 1919.

GERENCIA E ADMINISTRACAO

CLAUSULA 4(a) - A administracao de Sociedade cabera a quotista RELIANT ENERGY INTERNATIONAL, INC., que delegara o exercicio efetivo da gerencia a uma ou duas pessoas fisicas, [ILLEGIBLE] ou nao, residentes no Pais, que exercerao as suas funcoes com a designacao de Presidentee Vice-Presidente, conforme definido no ato de sua nomcao e serao investidos dos poceres de representacao ativa e passive da Socicdade em juizo e fora dele e dos poderes necessanos para

a pratica dos atos compatíveis com o funcionamento regular da Sociedade, observado o disposto nos parágrafos 1(GRADOS) e 2(GRADOS) desta Clausula.

PARAGRAFO 1(GRADOS) - Os seguintes atos exigem, para sua eficacia, a previa e expressa autorizacao da quotista detentora da maioria do capital social:

- a) Venda, transferencia, hipoteca, arrendamento ou locacao, compra ou qualquer forma de aquisicao, alienacao ou oneracao de bem imovel;
- b) Venda, transferencia, arrendamento ou locacao, compra ou qualquer forma de aquisicao, alienacao ou oneracao de bens que nao sejam imoveis em operacoes de valor individual ou global que excedam o equivalente a US\$ 5.000.000,00 (cinco milhoes de dolares dos Estados Unidos da America);
- c) Compra, venda, subscricao, realizacao, ou qualquer forma de aquisicao, alienacao ou oneracao de acoes, quotas ou participacao em outras sociedades, exceto se para fins de incentivo fiscal ou em decorrência de aquisicao compulsoria prevista em lei, inclusive participacao da sociedade em qualquer forma de empreendimento, consorcio ou "joint venture";
- d) Empréstimo ou qualquer modalidade de financiamento;
- e) Celebracao de qualquer contrato que envolva tecnologia ou direitos de propriedade industrial de qualquer natureza;
- f) Emissao, aceite ou assinatura de titulos de credito em geral em operacoes de valor individual ou global superior [ILLEGIBLE] equivalente a US\$ 5.000.000,00 (cinco milhoes de dolares dos Estados Unidos da America);
- g) Contratacao de auditor independente ou consultor legal para a sociedade;

h) Qualquer ato que implique na modificacao ou alteracao da politica de negocios da sociedade;

i) Celebracao de contratos de representacao, distribuicao, agencia ou assemelhados;

j) Constituicao de procuradores em nome da sociedade;

k) Qualquer ato, contrato ou documento que implique na distribuicao ou pagamento de lucros ou na participacao nos mesmos, incorporacao, fusao ou cisao da sociedade, constituacao de grupo de sociedades, liquidacao ou dissolucao da sociedade, modificacao do contrato social, ou outros de competencia legal originaria das quotistas;

l) Qualquer ato fora do curso normal das atividades socisis ou que por qualquer forma extravase a realizacao normal do objeto social.

PARAGRAFO 2(GRADOS) - A representacao da sociedade, observadas as restricoes do Paragrafo 1(GRADOS) desta Clausula, sera valida com a assinatura do Presidente, ou do Vice-Presidente, ou de um procurador devidamente constituído e nos limites dos poderes que lhe foram outorgados.

PARAGRAFO 3(GRADOS) - As procuracoes outorgadas em nome da sociedade devem especificar os poderes conferidos e conter prazo determinado de validade. As procuracoes "ad judicium" poderao ser outorgadas por prazo indeterminado.

PARAGRAFO 4(GRADOS) - A quotista RELIANT ENERGY INTERNATIONAL, INC. neste ato confirma a delegacao dos poderes de gerencia ao Sr. STEVEN HENRY SCHULER, norte-americano, solteiro, administrador, portador da Cedula de Identidade para Estrangeiro RNE no V 186178-X SPMAF/SR/RJ, e inscrito no CPF/MF sob no 053.228.897-10, residente e domiciliado na Cidade do Rio de Janeiro, Estado do Rio de Janeiro, Avenida Atlantica, 822, apto. 801, Lems, CEP 22010-000, nomeado por

instrumento particular datado de 24 de julho de 1996, arquivado perante a Junta Comercial do Estado de São Paulo sob no 119.256/96-4, em sessão de 29 de julho de 1996, nos termos da Clausula 4(a) do Contrato Social, exercendo suas funções com a designação de Presidente.

DELIBERAÇÃO DAS QUOTISTAS E ALTERAÇÕES

CLAUSULA 5(a) - As deliberações das quotistas, independentemente da matéria, serão válidas quando tornadas por representantes da maioria do capital social. As deliberações serão lavradas em ata ou documento próprio com a assinatura pelo menos do quotista titular de quotas necessárias a perfazer o "quorum" deliberativo. As alterações do contrato social serão eficazes apenas com a assinatura de quotista, ou seu procurador com poderes bastantes, que represente a maioria do capital social. Quando a deliberação implicar em alteração do contrato social, será suficiente esta última, com o registro na Junta Comercial, dispensando-se a [ILLEGÍVEL] da reunião.

EXERCÍCIO SOCIAL BALANÇOS E LUCROS

CLAUSULA 6(a) - O exercício social termina em 31 de dezembro de cada ano, quando a sociedade levantar o balanço geral e as respectivas demonstrações financeiras, nos termos da lei. Os lucros líquidos apurados, após as deduções previstas em lei, serão distribuídos às quotistas na proporção do capital social, ou mantidos em reserva, conforme deliberação da quotista que represente a maioria do capital social. Poderão ser levantados a qualquer tempo balanços por períodos menores, inclusive para distribuição de lucros.

CESSÃO DE QUOTAS

CLAUSULA 7(a) - As quotistas, enquanto forem sociedades do mesmo grupo econômico, filiadas, contratadas ou coligadas poderão livremente ceder entre si suas quotas. A falência, concordata, dissolução ou liquidação da quotista não implica na dissolução da sociedade,

devendo as respectivas quotas serem transferidas a outra sociedade ligada a quotista remanescente.

DISPOSICOES GERAIS

CLAUSULA 8(a) - O Presidente, Sr. STEVEN HENRY SCHULER, declara, neste ato, que nao se encontra impedido, na forma da lei, de exercer atividades mercantis.

CLAUSULA 9(a) - A Sociedade sera regida pelas disposicoes do Decreto no 3.708, de 10 de janeiro de 1919. As disposicoes da Lei no 6.404/76, conforme alterada, serao subsidiariamente aplicaveis aos direitos e obrigacoes de cada quotista."

E, por estarem justas e contratadas, as partes firmam o presente instrumento em 3 (tres) vias de igual teor e forma, na presenca das testemunhas abaixo assinadas.

Rio de Janeiro, 13 de agosto de 1999

RELIANT ENERGY INTERNATIONAL, INC.

LUZ DE LA PLATA S.A.

/s/ Eduardo de Cerqueira Leite

/s/ Eduardo de Cerqueira Leite

Eduardo de Cerqueira Leite
Procurador

Eduardo de Cerqueira Leite
Procurador

RELIANT ENERGY ARGENTINA S.A.

/s/ Eduardo de Cerqueira Leite

Eduardo de Cerqueira Leite

Procurador

JUNTA COMERCIAL DO ESTADO DO RIO DE JANEIRO
CERTIFICO O REGISTRD [ILLEGIBLE], NUMERO E DATA [ILLEGIBLE],
RELIANT ENERGY BRASIL LTDA

[SELLO]

/s/ Ronaldo Da Silva

RONALDO DA SILVA
[ILLEGIBLE]

(Continuacao da Quinta Alteracao do Contrato Social da Houston Brasil Ltda.)

ADVAGADO RESPONSAVEL:

/s/ Nazir Takieddine

Nazir Takieddine
OAB/SP No 138.987

TESTEMUNHAS:

1. /s/ Ione R. da Concaicao

Nome: Ione R. da Concaicao
RG: 08.016.390-0 IFP
CPF: 003.822.347-31

2. /s/ Daniel Lima dos Santos

Nome: Daniel Lima dos Santos
RG: 06.690.849-2 IFP
CPF: 744.452.007-00

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[SELLO]

INSTRUMENTO PARTICULAR DE [ILLEGIBLE]
SOCIAL DE HOUSTON BRASIL LTDA.

NIRE 35.213.707.232
CGC 01.166.641/0001-63

Sao partes nesle instrumento [ILLEGIBLE]:

- a) HOUSTON INDUSTRIES ENERGY, INC., sociedade constituída de acordo com a lei de Delaware, com sede [ILLEGIBLE] 611 Walker Street, 11 (GRADOS) andar, Houston, Texas, [ILLEGIBLE], neste ato representada por sua [ILLEGIBLE] Camila de Motta Puchoo Alvas de [ILLEGIBLE], brasileira, solteira, advogada, RG 16.296.038 SSP-SP, CPF/ME no 063.568.468-36, residente e domiciliada em Sao Paulo, Capital, com escritorio na Avenida Brigadeiro Faria Lima, 613, 11 (GRADOS) andar, nos termos do [ILLEGIBLE] de procuracao arquivado perante a Junta Comercial do Estado [ILLEGIBLE] Sao Paulo, em anexo ao instrumento de [ILLEGIBLE] constituicao, oob no 35.213.707.232, em data de 08.04.96; e
- b) HOUSTON ARGENTINA S/A, sociedade constituída de acordo com a lei da Argentina, com [ILLEGIBLE] em Carlos Marin Dalia Paclora 299, piso 23, 1001 [ILLEGIBLE] Aires, Argentina. [ILLEGIBLE] ate representada por sua [ILLEGIBLE] Camila de Motta Puchoo Alvas de Araujo, brasileira, solteira, nos termos do substabelecimento de procuracao arquivado perante a Junta Comercial do Estado de Sao Paulo, em anexo ao instrumento de sua constituicao, sob No 35.213.707.292, [ILLEGIBLE] sessao de 08.04.96.

As partes declaram que sao unicas socias da HOUSTON BRASIL LTDA., com sede na Cidade de Sao Paulo, Estado de Sao Paulo, no Av. Brlg. Faria Lima, 613, 11 (GRADOS) andar, inscrita no CGC/ME sob no 01.166.641/0001-63, com seu Contrato Social datado de 5.3.96, arquivado na Junta Comercial do Estado de Sao Paulo sob no 35.213.707.232, em data de 9.4.96.

As partes resolvem por oute instrumento alterar a [ILLEGIBLE] (querea), caput, do [ILLEGIBLE] Social para que as pessoan a quem saja delegada a gerencio do [ILLEGIBLE] suae runcoes com a [ILLEGIBLE] de President e Vice- Presidente, [ILLEGIBLE] como consolidas a refariao Contrato Social, que passara a vigoror com a sequinte nova rodacao:

CLAUSULA 1 (GRADOS)

DENOMINACAC, SEDE SOCIAL E DURACAO

A sociedade donomino-se HOUSTON BRASIL LTDA. a tem sede na cldade de Sao Paulo, Estado, de na Avenida Briguduico Faria Lima, 613, 11 (GRADOS) andar.

[ILLEGIBLE] 1 (GRADOS) - A sociedade [ILLEGIBLE] dependancias em ualquor parte de territorio nacional ou no exterior de acordo com deliberacao do socio quotista tielur da majorie do capitol social.

[ILLEGIBLE] 2 (GRADOS) - A sociedade [ILLEGIBLE] indeterminado de duracao.

CLAUSULA 2 (GRADOS)

OBJETO SOCIAL

A sociedade tem por objeto a administracao da bens procrlos oue nao dependc do autoricacao governamental copocificu [ILLEGIBLE] partloipacao on [ILLEGIBLE] sociedades em conta de participacao ou outrao modalidades associativas, observacia a legislacao aplicavel.

CLAUSULA 3 (GRADOS)

CAPITAL SOCIAL

O capital social c de R\$ 200.001,00 (ducentos mil e um reais), dividido em 200.001 (duzentas mil e uma) quotas do valor [ILLEGIBLE] do R\$ 1.00 (em real) [ILLEGIBLE] uma, assim distribuido entre os socios [ILLEGIBLE]:

HOUSTON INDUSTRIES ENERGY, INC.

200.000 (duzentas mill quotas, do valor nominal total de R\$ 200.000,00 (duzentos mil reais)

HOUSTON ARGENTINA S/A

1 (uma) quota, do valor nominal totol de R\$ 1,00 (um real)

[ILLEGIBLE] 1(GRADOS) - O capital social [ILLEGIBLE] realizado em cinheire ne prezo de eta selo mouce a contar do registco [ILLEGIBLE] social na [ILLEGIBLE] Comercial.

[ILLEGIBLE] 2(GRADOS) - A responsabilidade dos socios quotislas e limitade a totalidade do capital social, no forma preacrita em lei.

CLAUSULA 4(GRADOS)

ADMINISTRACAO DA SOCIEDADE

Administracao da sociedade competira ae socio [ILLEGIBLE] HOUSTON INDUSTRIES ENERGY, INC., o qual [ILLEGIBLE], no proprio contrato social ou em suas alteracoes ou em instrumentoam apartado, o [ILLEGIBLE] efetivo da gerencia a uma ou duas [ILLEGIBLE], socios quolistas ou nao, residentes ou pais, que exercerao ce suas [ILLEGIBLE] com a designacao de Presidente e Vice-Presidente, conforma definido no ato do sua [ILLEGIBLE] de representacao ativo a pesivo da sociedade om quizo o rera reils a dos poderes necessarios perp a pratise dos alos compativeis com o funcionamento regular da Sociedade, observado o disposto nos [ILLEGIBLE] 1(GRADOS) e [ILLEGIBLE] (GRADOS) deste clause.

[ILLEGIBLE] 1(GRADOS) - Os sequintes sios exigem, para sua slicacia, a preves a expressa autoriaacao do socio quetista detentos de matoria do capital social:

- a) venda, transferecia, hipoteca, arrendamento ou [ILLEGIBLE], compra ou qualquer forma de aquisicao, alienacao ou oneracao de bem imovel;
- b) venda, transferecia, arrendamento ou locacao, compra ou qualquer forma de aquisicao, alienacao ou oneracao de bens que nao [ILLEGIBLE] imoveis em operacoes de value individual ou global que excedam o equivalente a US\$ 5,000,000.00 (cinco milnoes de dolares);

- c) compra, venda, subscriçao, realizacão, ou qualquer forma de aquisição, alienação ou operação de ações, quotas ou participação em outras sociedades, exceto se para fins de incentivo fiscal ou em [ILLEGIBLE] de aquisição compulsória prevista em lei, inclusive participação da Sociedade em qualquer forma de comprometimento, consórcio ou "joint venture";
- d) empréstimo ou qualquer modalidade de financiamento;
- e) celebração de qualquer contrato que envolva [ILLEGIBLE] ou direitos de propriedade industrial de qualquer natureza;
- f) emissão, aceite ou assinatura de títulos de [ILLEGIBLE] em geral em operações de valor individual ou global superior se equivalente a US\$ 5,000,000.00 (cinco milhões de dólares);
- g) contratação de auditor independente ou consultoria legal para a sociedade;
- h) qualquer ato que implique na modificação ou alteração da política de negócios da sociedade;
- i) celebração de contratos de representação, [ILLEGIBLE], agência ou [ILLEGIBLE];
- j) constituição de procurador em nome da sociedade;

- l) qualquer [ILLEGIBLE], contrato ou documento que implique na [ILLEGIBLE] ou pagamento de lucros ou na participação nos mesmos, incorporação, fusão ou criação da [ILLEGIBLE], constituição da parte de [ILLEGIBLE], [ILLEGIBLE] na dissolução da sociedade, modificação do contrato social, ou outra de competência legal originária dos sócios quotistas;
- m) qualquer ato fora de curso normal das atividades sociais ou que por qualquer forma [ILLEGIBLE] a realização normal do objeto social.

[ILLEGIBLE] 2(GRADOS) - A representação da sociedade, observada se restrições do [ILLEGIBLE] 1(GRADOS) desta cláusula, será válida com a assinatura do Presidente, ou do Vice-Presidente, ou de um procurador devidamente constituído e nos limites dos poderes que lhe foram outorgados.

[ILLEGIBLE] 3(GRADOS) - As procurações outorgadas em nome da sociedade devem especificar os poderes conferidos e o prazo determinado de validade. As procurações "ad judicia" [ILLEGIBLE] ser por prazo indeterminado.

CLAUSULA 5(GRADOS)

DELIBERACAO DES QUOTISTAS E ALTERACAO DO CONTRATO SOCIAL

As deliberações dos sócios quotistas, independentemente de matéria, [ILLEGIBLE] válidas quando tomadas por representantes da maioria do capital social. As deliberações serão lavadas em ata

ou documento proprio cum a assicatura palo manos do quotista titular do quois necessarias a perfaror o "quorum" doliborer'vc. As alterscoas do contrato social scrco cricazes spones com a assinatura de quotists, ou seu procuracor cum poderco bastantes, que reprosete a [ILLEGIBLE] do capital social. Cuando a [ILLEGIBLE] implicar um alteracno do contrato social, sera suficiante esta [ILLEGIBLE], com o registro na cunte Cemericial, disponsando-te a ata da [ILLEGIBLE].

CLAUSULA 6(GRADOS)

EXERCICIO SOCIAL, BALANCOS E LUCROS

O exercicio social termina em 31 de dozambro de cada ano, quanco a sociedade laventara o balanca ceral e as respectivas demonstracoes financciras, nos termos da leios lucros liquidos apurados, apco as deducoes previstas om lei, seran distribuidoe aos quotistas na proporcao do capital social, or mantides om reserva, conforma delicatoracao de quotista quo represerte a maioria do capital social. Poderao ser levantados a qualquer tempo balancos pot periodos monores, [ILLEGIBLE] para distribulcao de lucros.

CLAUSULA 7(GRADOS)

CESSAO DE QUOTAS

Os socios quotistas, enquanto forem sociedades de mesmo grupo economico, filiadas, [ILLEGIBLE] ou colagadas, poderao livremente ceder entre si [ILLEGIBLE] quotas. A falencia, consorcial, dissolucao ou liquidacao de socio quotista sao implica ca dissolucao da sociedade, devendo as quotas respectivas ser transferidas a outra sociedade ligada ao quotista [ILLEGIBLE]

Por isto mesmo instrumento, o socio quotista HOUSTON INDUSTRIES ENERGY, INC., nos termos da clausula 4(GRADOS) do [ILLEGIBLE] Social,

a) nomeia, para garantir e administrar a sociedade por delegacao de referida sociedade quotista, exercendo as [ILLEGIBLE] funcoes com a designacao de Presidente, [ILLEGIBLE] STEVEN HENRY SCHULER, norte-americano, [ILLEGIBLE], administrador de empresas e advogado, residente e domiciliado na Cidade do Rio de Janeiro, Estado do Rio de Janeiro, na Av. Mal. [ILLEGIBLE], no 160, Centro, portador de Carteira de Identidade para Estrangeiros RNE V186278-X, e [ILLEGIBLE] Cadastro de [ILLEGIBLE] do Ministerio da Fazenda (CPF/MF) sob no 053.228.897-10, o qual ja havia sido indicado para a administracao e [ILLEGIBLE] de sociedade [ILLEGIBLE] 6.3.96, conforma instrumento particular arquivado perante o Juizo Comercial do Estado do Sao Paulo, sob No [ILLEGIBLE].213.707.232, em sessao de [ILLEGIBLE].34.96

b) Acscita a renuncio da Dra. Camila da Mutta Pacheco Alvos de Arcujo, brasileira, [ILLEGIBLE], advogada, RO 16.396.038 SSE-SP, CPF/MF no 063.560.460 36, residente e domiciliada na Cidace de Sao Paulo, Estado de 550 Paulo, cum escritorio na Avenids Brigadeiro Faria Lime, 613, 11(GRADOS) andar, ao cargo de Garante Delegade da Sociodade, c qual ocupara cesde a sus [ILLEGIBLE] em 6.3.96, conforme instrumento arquivado paraste a Junta Comercial do Estado de Sao Paulo, sub No 35.213,707.232, em sessaa de 05.04.96, ata esta data, em virtudo de que a Dra. Cumila Us Molla Pacheco Alvec de Araujo, deixa nesta etc as fencoce que vinha ecupando na administracao e gerenlea da acciedade. A socio quolista HOUSTON INDUSTRIES ENERGY, INC. e a socio quotiste HOUSTON ARGENTINA S/A, deo, nesta ato, a mais plena, read, [ILLEGIBLE], irrevogival e irratratoval quitacao & Dra. Camlia de Motto Pacheco Alvec do Araujo, peloa atoa por ela praticadoo na administracao a gerenela da sociadade, declarando que nada mais dala lem a [ILLEGIBLE] ou reclamer, a qualquer circula de pretexto, em decorrencia da pratica de [ILLEGIBLE].

Os socios quotintad [ILLEGIBLE] Sr. STEVEN HENRY SCHULER, orc [ILLEGIBLE] para o cargo de Presidente a que tambom assina este instrumerio, declaram neo estar impodidoc, na forma da jel, para o exerciclo de atividades mercantis.

Este instrumento & assinato em treo vise de identico [ILLEGIBLE] presenca de duas [ILLEGIBLE].

Sao Paulo, 24 de julho de 1996

/s/ [ILLEGIBLE]
HOUSTON INDUSTRIES ENERGY, INC.
p.p. Camilo da Motta Pacheco Alves de Aracjo

/s/ [ILLEGIBLE]
HOUSTON ARGENTINA S.A.
P.P. Camila da Motta Pacheco Alves de Aracjo

/s/ STEVEN HENRY SCHULER
STEVEN HENRY SCHULER
Presidenta

[ILLEGIBLE]

1) /s/ Patricia Maria Rodrigues Santos
Patricia Maria-Rodrigues Santos
RG 21.195.124-SSP/SP
CPF/MF 144.913.608-71

2) /s/ Adriana Maria da Silva
Adriana Maria da Silva
RG 23.903.507-8 SGP/SP
CPF/MF 148,206.198-88

HOUSTON BRAGIL LTDA
SAO PAULO, 24 de Julno de 1.996

[ILLEGIBLE]

/s/ Andreas Robert Deycredorr

Andreas Robert Deycredorr

[ILLEGIBLE]

OAZ/SP no 126.[ILLEGIBLE]77

[SELLO]

[SELLO]

INSTRUMENTO PARTICULAR DE CONSTITUICAO DE
SOCIEDADE COMERCIAL POR QUOTAS DE RESPONSABILIDADE
LIMITADA DENOMINADA

HIE BRASIL RIO SUL LTDA.

Pelo presente instrumento particular, os abaixo-assinados:

- a. HIE BRASIL LTDA., empresa constituída e existente de acordo com as leis da Republica Federativa do Brasil, com sede em Sao Paulo, Estado de Sao Paulo, a Rua Libero Badaro, 293 - 19(GRADOS) andar, conjunto A, sala 3, Centro, CEP 01095-900, inscrita no CGC/MF sob no 01.958.017/0001-19, com seus atos constitutivos registrados na Junta Comercial do Estado de Sao Paulo, em 08.07.97, sob o NIRE no 35.214.625.205, neste ato representada por seu Diretor, Valter Matta, brasileiro, solteiro, advogado, portador da Cedula de Identidade RG no 11.535.819-SSP/SP e inscrito no CPF/MF sob no 063.726.418-52, residente e domiciliado em Sao Paulo, Estado de Sao Paulo, a Rua Cardoso de Almeida, 1155, apto. 12, Perdizes, CEP 05013-001; e,
- b. STEVEN HENRY SCHULER, norte-americano, solteiro, administrador, portador da Cedula de Identidade RNE no V186.178-X emitida pela SPMAF/SR/RJ, e inscrito no CPF/MF sob no 053.228.897-10, residente e domiciliado no Rio de Janeiro, Estado do Rio de Janeiro, a Rua da Gloria, 290-5(GRADOS) andar, Gloria, CEP 20.241-180,

CONSTITUEM, COMO DE FATO CONSTITUIDO TEM, UMA SOCIEDADE COMERCIAL POR QUOTAS DE RESPONSABILIDADE LIMITADA, QUE SERA REGIDA PELAS SEGUINTE CLAUDULAS E CONDICOES:

"CONTRATO SOCIAL DA HIE BRASIL RIO SUL LTDA."

CAPITULO I

DA DENOMINACAO, SEDE, OBJETO SOCIAL E DURACAO

CLAUSULA 1(a) A Sociedade funcionara sob a denominacao social de HIE BRASIL RIO SUL LTDA., regendo-se pelo presente Contrato Social e pelas disposicoes legais que lhe forem aplicaveis.

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JUNTA COMERCIAL DO ESTADO DE SAO PAULO
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[SELLO]

/s/ Romano Cristiano

ROMANO, CRISTIANO
Secretario Gerail

PARAGRAFO UNICO A Sociedade somente podera utilizar em sua denominacao social ou de qualquer outra forma o nome "HIE" ou qualquer expressao derivada, enquanto a socia HIE BRASIL LTDA. tiver, direta ou indiretamente, participacao de, pelo menos, 50% (cinquenta por cento) do capital social.

CLAUSULA 2(a) A Sociedade tem sede a Avenida Paulista, 1499, 21(GRADOS) andar - sala P, na Cidade de Sao Paulo, Estado de Sao Paulo.

PARAGRAFO UNICO A Sociedade podera, mediante resolucao dos quotistas, abrir e encerrar filiais e escritorios no territorio nacional ou no exterior, atribuindo a cada estabelecimento um capital em separado para fins legais.

CLAUSULA 3(a) A Sociedade tem como objeto social, a participacao em outras sociedades comerciais ou civis, na qualidade de socia, acionista ou quotista, no Brasil e/ou no exterior.

CLAUSULA 4(a) A Sociedade tera prazo indeterminado de duracao.

CAPITULO II

DO CAPITAL

CLAUSULA 5(a) O capital da Sociedade e de R\$ 1.000,00 (hum mil reais), dividido em 1.000 (mil) quotas no valor de R\$ 1,00 (um real) cada uma, distribuidas entre as quotistas da seguinte forma:

- (a) HIE BRASIL LTDA. e titular de 999 (novecentas e noventa e nove) quotas, no valor total de R\$ 999,00 (novecentos e noventa e nove reais); e,
- (b) STEVEN HENRY SCHULER e titular de 1 (uma) quota, no valor total de R\$ 1,00 (um real)

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/s/ Romano Cristiano

ROMANO, CRISTIANO
Secretario Gerail

PARAGRAFO 1(GRADOS) O capital social subscrito sera totalmente integralizado em dinheiro dentro do prazo de ate 1 (hum) ano a contar da data de assinatura deste Contrato Social.

PARAGRAFO 2(GRADOS) A responsabilidade das quotistas e limitada ao valor total do capital social.

PARAGRAFO 3(GRADOS) Cada quota dara direito a um voto nas deliberacoes sociais.

CAPITULO III

DA ADMINISTRACAO

CLAUSULA 6(a) A Sociedade sera gerida e administrada pelo socio-quotista STEVEN HENRY SCHULER, que sera designado Gerente-Delegado ou Diretor.

PARAGRAFO UNICO A remuneracao do Gerente-Delegado sera fixada pelos quotistas.

CLAUSULA 7(a) O Gerente-Delegado ficara encarregado da administracao dos negocios da Sociedade e tera amplos poderes para praticar quaisquer atos necessarios ou convenientes para esse fim.

CLAUSULA 8(a) O Gerente-Delegado, em acrescimo aos poderes gerais conferidos pela Clausula 7(a), e investido de poderes para assinar todos os atos e documentos que envolvam qualquer responsabilidade ou obrigacao financeira por parte da Sociedade, tais como escrituras de qualquer especie, cheques, notas promissorias, letras de cambio, ordens de pagamento, instrumentos que representem dividas em geral, contratos, inclusive contratos de emprestimo e quaisquer outros documentos aqui nao especificados.

PARAGRAFO 1(GRADOS) As procuracoes outorgadas em nome da Sociedade deverao ser sempre assinadas pelo Gerente-Delegado, e especificarao detalhadamente os poderes que estao sendo outorgados, vedado o substabelecimento, e terao prazo de validade determinado, sob pena

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/s/ Romano Cristiano

ROMANO, CRISTIANO
Secretario Gerail

de serem declaradas nulas, exceto as procuracoes contendo clausula "ad judicium", que poderao ter prazo indeterminado.

PARAGRAFO 2(GRADOS) Os atos de quaisquer quotistas, gerente-delegado, empregados ou procuradores da Sociedade, que envolverem a Sociedade em qualquer obrigacao relacionada a negocios ou operacoes estranhas ao objeto social, tais como fiancas, avais, endossos ou garantias de qualquer natureza em favor de terceiros, sao expressamente vedados e serao considerados nulos e ineficazes, nao produzindo qualquer efeito em relacao a Sociedade.

CAPITULO V

DA TRANSFERENCIA DE QUOTAS

CLAUSULA 9(a) As quotas da Sociedade e os direitos ou prerrogativas correspondentes nao poderao ser objeto de venda, transferencia, cessao, penhor ou dispostas de qualquer outra forma salvo mediante previa aprovacao por escrito da quotista HIE BRASIL LTDA.

CAPITULO VI

DA FALENCIA, CONCORDATA, DISSOLUCAO OU RETIRADA DE QUOTISTA

CLAUSULA 10 A falencia, concordata, dissolucao ou retirada de uma quotista nao resultara na liquidacao da Sociedade, que continuara com os quotistas remanescentes.

PARAGRAFO UNICO Se a Sociedade tiver apenas dois quotistas, na hipotese de retirada de um deles, a Sociedade nao sera liquidada; em tais circunstancias, o quotista remanescente podera indicar um terceiro antes da retirada do outro quotista, para receber parte de suas quotas, a fim de evitar a dissolucao da Sociedade.

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/s/ Romano Cristiano

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CLAUSULA 11 O valor de cada quota pertencente ao quotista falido, concordatario, dissolvido ou retirante sera determinado mediante divisao do valor do patrimonio liquido da Sociedade, conforme refletido em seu Balanco Geral mais recente, pelo numero total de quotas da Sociedade entao existentes. A importancia apurada dessa forma sera paga ao quotista ou a seu liquidante, a seus herdeiros ou esposa, conforme o caso, em 24 (vinte e quatro) prestacoes iguais mensais, corrigidas monetariamente, a primeira vencendo 60 (sessenta) dias apos ser estabelecido o valor das referidas quotas, o que devera ocorrer no prazo de 60 (sessenta) dias a contar da data do recebimento da notificacao, por escrito, de quaisquer dos eventos relacionados na Clausula 10 acima.

CAPITULO VII

DO EXERCICIO SOCIAL, DOS LUCROS E DAS DEMONSTRACOES FINANCEIRAS

CLAUSULA 12 O exercicio social coincide com o ano civil. No final de cada exercicio social, serao levantados um Balanco Geral e a conta de lucros e perdas. Uma copia de tais documentos devera ser enviada a cada um dos quotistas ate o dia 31 de marco de cada ano.

CLAUSULA 13 Os lucros liquidados anuais de Sociedade terao a destinacao que vier a ser determinada pelas quotistas em Reuniao Ordinaria de Quotistas. Qualquer distribuicao de lucros aos quotistas sera feita proporcionalmente, em relacao as quotas do capital social por eles detidas. Os quotistas nao terao quaisquer direitos quanto aos lucros, em sua totalidade ou a parte dos mesmos, ate que seja adotada uma resolucao determinando sua destinacao.

PARAGRAFO UNICO Os dividendos serao pagos 30 (trinta) dias a contar da data da deliberacao da Reuniao Ordinaria de Quotistas que autorizar tal distribuicao. Os dividendos poderao ser creditados na conta de qualquer dos quotistas que assim o requisitar por escrito. Os dividendos nao retirados nao terao direito ao acrescimo de quaisquer juros e/ou correcao monetaria, sendo que apos 5 (cinco) anos, tais dividendos passarao a compor os ativos da Sociedade.

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/s/ Romano Cristiano

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CLAUSULA 14 Desde que previamente autorizados pelos quotistas, os Diretores poderao elaborar Balancos Gerais intermediarios, elaborados em bases mensais, trimestrais ou semestrais e distribuir os lucros correspondentes a esses periodos, inferiores a 1 (um) ano.

CAPITULO VIII

DA LIQUIDACAO

CLAUSULA 15 A Sociedade entrara em liquidacao nos casos previstos em lei e mediante decisao dos quotistas representando a maioria absoluta do capital social da Sociedade.

CLAUSULA 16 Na hipotese de liquidacao ou dissolucao da Sociedade, o liquidante sera designado pelo quotista que represente a maioria absoluta do capital social da Sociedade. Nesse caso, os ativos serao utilizados para quitar os debitos pendentes da Sociedade. Os ativos remanescentes, se houver, serao distribuidos entre os quotistas, na proporcao do numero de quotas por eles detidas.

CAPITULO IX

DISPOSICOES GERAIS

CLAUSULA 17 Todas as questoes que nao estiverem especificamente contempladas neste Contrato Social serao regidas pelo Decreto no 3.708, de 10 de janeiro de 1919, e, se aplicavel, pela Lei no 6.404, de 15 de dezembro de 1976.

CLAUSULA 18 A declaracao de invalidade, no todo ou em parte, de qualquer dispositivo deste Contrato Social nao afetara a validade ou exequibilidade de qualquer outro dispositivo ou da parte remanescente do mesmo dispositivo.

CLAUSULA 19 O presente Contrato Social podera ser livremente alterado a qualquer tempo, por deliberacao de quotistas representando a maioria absoluta do

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[SELLO]

/s/ Romano Cristiano

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Secretario Gerail

capital social da Sociedade, sendo licita a exclusao de qualquer dos quotistas, nestas condicoes.

CLAUSULA 20 Todas as disputas e controversias decorrentes deste Contrato Social serao submetidas ao foro da Comarca da Capital do Estado de Sao Paulo."

O Gerente-Delegado ora nomeado declara, sob as penas da Lei, nao estar impedido para o exercicio do comercio.

E, por estarem assim justas e contratadas, as partes assinam este instrumento em 3 (tres) vias de igual teor e efeito, na presenca das 2 (duas) testemunhas abaixo-subscritas.

Sao Paulo, 30 de setembro de 1997

QUOTISTAS

/s/ [ILLEGIBLE]

HIE BRASIL LTDA.

/s/ Steven H. Schuler

STEVEN HENRY SCHULER

GERENTE-DELEGADO

/s/ Steven H. Schuler

STEVEN HENRY SCHULER

Testemunhas:

1. /s/ [ILLEGIBLE]

Nome: [ILLEGIBLE]
RG no 7615763-55T/5T-19/07/73
CPF/MF no 574.461.998-49

/s/ [ILLEGIBLE]

Nome: ENZA PEZZOTI M. RAMOS
RG no 5493041-8 SSP-SP-2/8/P3
CPF/MF no 323512328/87

Visto do advogado responsavel:

/s/ Marcelo Trussardi Paolini

Marcelo Trussardi Paolini
OAB/SP no 114.336

SECRETARIA DA JUSTICA
JUNTA COMERCIAL DO ESTADO DE SAO PAULO
[ILLEGIBLE] - Certifico que esta documento [ILLEGIBLE]
sob numero a data (ILLEGIBLE) mecanicamenie

[SELLO]

/s/ Romano Cristiano

ROMANO, CRISTIANO
Secretario Gerail

C.C.B.

[CAMARA DE COMERCIO
DE BOGOTA LOGO]

CAMARA DE COMERCIO DE BOGOTA

SEDE NORTE

01 DE JUNIO DE 1999 HORA 11:27:35

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CERTIFICADO DE EXISTENCIA Y REPRESENTACION LEGAL O INSCRIPCION DE DOCUMENTOS.

LA CAMARA DE COMERCIO DE BOGOTA, CON FUNDAMENTO EN LAS MATRICULAS E
INSCRIPCIONES DEL REGISTRO MERCANTIL,

CERTIFICA:

NOMBRE : RELIANT ENERGY COLOMBIA LTDA
OTRO : NO REPORTO
DOMICILIO : SANTA FE DE BOGOTA D.C.

CERTIFICA:

MATRICULA NO. 00944937

CERTIFICA:

CONSTITUCION : QUE POR ESCRITURA PUBLICA NO. 0002830 DE NOTARIA SEXTA DE SANTA
FE DE BOGOTA D.C. DEL 21 DE MAYO DE 1999, INSCRITA EL 31 DE MAYO DE 1999 BAJO
EL NUMERO 00682395 DEL LIBRO IX, SE CONSTITUYO LA SOCIEDAD COMERCIAL
DENOMINADA: RELIANT ENERGY COLOMBIA LTDA

CERTIFICA:

VIGENCIA: QUE LA SOCIEDAD NO SE HALLA DISUELTA. DURACION HASTA EL 21 DE MAYO DEL
20490

CERTIFICA:

OBJETO SOCIAL: LA SOCIEDAD TIENE POR OBJETO SOCIAL LA SIGUIENTE ACTIVIDAD
PRINCIPAL: PARTICIPAR EN TODO TIPO DE PRIVATIZACIONES O PROCESOS DE VINCULACION
DE CAPITAL PRIVADO EN EMPRESAS DEDICADAS A LAS ACTIVIDADES DE GENERACION;
DISTRIBUCION O TRANSMISION DE ENERGIA ELECTRICA LO MISMO QUE EN CUALQUIER
PROCESO DE ADQUISICION O PARTICIPACION RELACIONADO. EN DESARROLLO DE SU OBJETO
PRINCIPAL LA SOCIEDAD PODRA: ADQUIRIR Y ENAJENAR TODA CLASE DE BIENES MUEBLES E
INMUEBLES, CORPORALES E INCORPORALES; DAR EN PRENDA, HIPOTECAR O GRAVAR SUS
BIENES, DAR TOMAR DINERO EN MUTUO SIN CONSTITUIRSE POR ELLO EN COMPANIA
FINANCIERA, CONSTITUIR Y ACEPTAR TODA CLASE DE GARANTIAS REALES O PERSONALES;
GIRAR, ACEPTAR Y EN GENERAL NEGOCIAR TITULO VALORES DE ORDEN CREDITICIO COMO
LETRAS, CHEQUES, PAGARES, ETC.; ABRIR Y MANEJAR CUENTAS BANCARIAS BAJO LA FIRMA
SOCIAL Y CELEBRAR CON ESTA CLASE DE ESTABLECIMIENTOS U OTROS SIMILARES,
OPERACIONES FINA CIERASO DE CREDITO; CELEBRAR EL CONTRATO DE MANDATO EN SUS
DESTINTAS FORMAS Y HACER PARTE DE SOCIEDADES, DE TODO ORDEN OBTENER DERECHOS DE
PROPIEDAD SOBRE MARCAS, DIBUJOS, INSIGNIAS PATENTES Y PRIVILEGIOS, CEDERLOS A
CUALQUIER TITULO, PROMOVER Y FORMAR EMPRESAS DE LA MISMA INDOLE O DE NEGOCIOS
DIRECTAMENTE RELACIONADOS CON SU OBJETO PRINCIPAL, SEA EN COLOMBIA O [ILLEGIBLE]
EL EXTERIOR; REPRESENTAR O AGENCIAR A PERSONAS NATURALES O JURIDICAS DEDICADAS A
LAS MISMAS ACTIVIDADES O ACTIVIDADES COMPLEMENTARIAS; INTERVENIR Y/O PARTICIPAR
EN LICITACIONES PUBLICAS O PRIVADAS, INDIVIDUALMENTE O CON OTRAS PERSONAS
NATURALES O JURIDICAS, EN CONSORCIO, UNION TEMPORAL O BAJO CUALQUIER FORNA DE
PATICIPACION

Y EN GENERAL CELEBRAR TODO ACTO O CONTRATO, CONSTITUIRSE EN GARANTE DE OBLIGACIONES AJENAS Y CAUCIONAR CON SUS BIENES PROPIOS OBLIGACIONES DISTINTAS DE LAS SUYAS PROPIAS, CON AUTORIZACION DE LA JUNTA DE SOCIOS, Y, EN GENERAL, HACER EN CUALQUIER PARTE, SEA EN SU PROPIO NOMBRE O POR CUENTA DE TERCEROS O EN PARTICIPACION CON ELLOS, TODA CLASE DE OPERACIONES Y EJECUTAR Y CELEBRAR TODA CLASE DE ACTOS O CONTRATOS, BIEN SEA CIVILES, INDUSTRIALES, COMERCIALES O FINANCIEROS QUE SEAN CONVENIENTES O NECESARIOS PARA EL LOGRO DE LOS FINES QUE ELLA PERSIGUE Y QUE, DE MANERA DIRECTA, SE RELACIONEN CON EL OBJETO SOCIAL.

CERTIFICA:

CAPITAL Y SOCIOS : \$ 3,000,000.00000 DIVIDIDO EN 3,000.00 CUOTAS CON VALOR NOMINAL DE \$ 1,000.00000 CADA UNA, DISTRIBUIDO ASI:
- - SOCIOS CAPITALISTA(S)

RELIANT ENERGY INTERNATIONAL INC.	N.I.T. 50094493701
NO. CUOTAS: 2,970.00	VALOR: \$ 2,970,000.00
RELIANT ENERGY INTERNATIONAL HOLDINGS LLC	N.I.T. 50094493702
NO. CUOTAS: 30.00	VALOR: \$ 30,000,000.00
TOTALES	
NO. CUOTAS: 3,000.00	VALOR: \$3,000,000.00000

CERTIFICA:

REPRESENTACION LEGAL: LA SOCIEDAD TENDRA UN GERENTE EN QUIEN LOS SOCIOS DELEGAN LA REPRESENTACION Y ADMINISTRACION DE LA SOCIEDAD. EL GERENTE TENDRA DOS (2) SUPLENTE QUE LO REEMPLAZARAN EN SUS FALTAS ABSOLUTAS, TRANSITORIAS O TEMPORALES.

CERTIFICA:

** NOMBRAMIENTOS: **

QUE POR ESCRITURA PUBLICA NO. 0002830 DE NOTARIA SEXTA DE SANTA FE DE BOGOTA D.C. DEL 21 DE MAYO DE 1999, INSCRITA EL 31 DE MAYO DE 1999 BAJO EL NUMERO 00682395 DEL LIBRO IX, FUE(SON) NOMBRADO(S):

NOMBRE	IDENTIFICACION
CERENTE	
LINARES CANTILLO ALEJANDRO	C.C.00019248237
PRIMER SUPLENTE DEL GERENTE	
ARRAZOLA BUSTILLO PATRICIA	C.C.00045474629

CERTIFICA:

FACULTADES DEL REPRESENTANTE LEGAL: EL GERENTE Y SUS SUPLENTE SERAN LOS ENCARGADOS DE LA GESTION DE LOS NEGOCIOS SOCIALES. TENDRAN TODAS LAS FACULTADES ADMINISTRATIVAS Y DISPOSITIVAS INHERENTES AL CUMPLIDO DEL OBJETO SOCIAL. LAS ATRIBUCIONES Y FACULTADES DEL GERENTE Y SUS SUPLENTE SON LAS SIGUIENTES: 1.- REPRESENTER A LA SOCIEDAD JUDICIAL Y EXTRAJUDICIALMENTE ANTE LOS ASOCIADOS, TERCEROS Y TODA CLASE DE AUTORIDADES JUDICIALES Y ADMINISTRATIVAS PUDIENDO NOMBRAR MANDATARIOS PARA QUE LA REPRESENTEN CUANDO FUERE EL CASO; 2.- EJECUTAR LOS ACUERDOS Y RESOLUCIONES DE LA JUNTA DE SOCIOS; 3.- PRESENTAR A LA JUNTA DE SOCIOS LAS CUENTAS, BALANCES, ESTADO DE PERDIDAS Y GANANCIAS, INVENTARIOS E INFORMES, PROPONRIENDO A LA VEZ LA DISTRIBUCION DE UTILIDADES; 4.- CONSTITUIR APODERADOS JUDICIALES O EXTRAJUDICIALES QUE OBRANDO A SU ORDENES JUZGUE NECESARIOS PARA REPRESENTAR A LA SOCIEDAD; 5.- CELEBRAR TODA CLASE DE OPERACIONES BANCARIAS; 6.- HACER TODA CLASE DE OPERACIONES CON TITULOS VALORES; 7.- TRANSIGIR Y COMPROMETER LOS NEGOCIOS SOCIALES DE CUALQUIER CLASE QUE SEAN. 8.- CUIDAR DE LA RECAUDACION E INVERSION DE LOS FONDOS DE LA EMPRESA; 9.- VELAR PORQUE LOS EMPLEADOS DE LA SOCIEDAD CUMPLAN ESTRICTAMENTE SUS

C.C.B.

CAMARA DE COMERCIO DE BOGOTA

SEDE NORTE

[CAMARA DE COMERCIO
DE BOGOTA LOGO]

01 DE JUNIO DE 1999 HORA 11:27:37

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DEBERES; 10.- NOMBRAR Y REMOVER A LOS EMPLEADOS DE LA SOCIEDAD Y SENALARLES SU REMUNERACION Y LAS FUNCIONES QUE LES CORRESPONDAN; 11. CELEBRAR CON LAS MAS AMPLIAS FACULTADES Y LIMITADO SOLAMENTE POR EL OBJETO SOCIAL DE LA COMPANIA, TODO TIPO DE CONTRATOS CIVILES, MERCANTILES Y ADMINISTRATIVOS. 13.- NO PODRA OBLIGAR A LA SOCIEDAD COMO FIADORA SIMPLE O SOLIDARIA, CODEUDORA O COARRENDATARIA EN BENEFICIO DE TERCEROS, SIN CONSENTIMIENTO EXPRESO DE LA JUNTA DE SOCIOS. 14.- REQUERIRA AUTORIZACION DE LA JUNTA DE SOCIOS PARA CELEBRAR LOS ACTOS Y CONTRATOS REFERIDOS EN LA ANTERIOR CLAUSULA 23 DE LOS PRESENTES ESTATUTOS. DICHA AUTORIZACION DEBERA SER PREVIA Y POR ESCRITO PARA LOS SIGUIENTES CASOS; (I) LA CELEBRACION DE OPERACIONES BANCARIAS DE CREDITO Y CON TITULOS VALORES QUE SUPEREN EL EQUIVALENTE EN PESOS COLOMBIANOS A LA SUMA DE 3,000.00. AUN CUANDO UNA MISMA OPERACION SE FRACCIONE EN VARIAS (II) LA ENAJENACION, ADQUISICION Y EN GENERAL COMPROMETER LOS ACTIVOS DE LA SOCIEDAD, CUANDO EL ACTO O CONTRATO SUPERE EL EQUIVALENTE EN PESOS COLOMBIANOS A US\$2,000.00.

CERTIFICA:

DIRECCION DE NOTIFICACION JUDICIAL : CRA 9 NO. 73-24 PSO. 3 MUNICIPIO :
SANTA FE DE BOGOTA D.C.

CERTIFICA :

QUE NO FIGURAN INSCRIPCIONES ANTERIORES A LA FECHA DEL PRESENTE CERTIFICADO,
QUE MODIFIQUEN TOTAL O PARCIALMENTE SU CONTENIDO.

LOS ACTOS DE REGISTRO AQUI CERTIFICADOS QUEDAN EN FIRME CINCO (5) DIAS HABILES
DESPUES DE LA FECHA DE INSCRIPCION, SIEMPRE QUE NO SEAN OBJETO DE RECURSOS EN
LA VIA GUBERNATIVA.

EL SECRETARIO DE LA CAMARA DE COMERCIO,

VALOR : \$ 2,000.00

DE CONFORMIDAD CON EL DECRETO 2150 DE 1995 Y LA AUTORIZACION IMPARTIDA POR LA
SUPERINTENDENCIA DE INDUSTRIA COMERCIO, MEDIANTE EL OFICIO DEL 18 DE NOVIEMBRE
DE 1996, LA FIRMA MECANICA, QUE APARECE A CONTINUATION TIENE PLENA VALIDEZ PARA
TODOS [ILLEGIBLE] EFECTOS LEGALES.

MONICA RESTREPO RADA

De: diana_hinojosa@reliantenergy.com
A: Monica Restrepo Rada
Asunto: Re: Estatutos Reliant Energy Colombia Ltda.
Fecha: Lunes, Mayo 17, 1999 01:49 PM

Monica:

Thank you for sending me the attached "Estatutos", and per my review they are okay to use. I inserted the capital investment that we want to use at this moment on the draft you sent us, which is USD \$ 2,000.00 or about 3,000.00 Colombian Pesos (is this correct?). I have attached it for your reference.

Additionally, per your e-mail note we would like to use one of the attorneys in your office as the legal representative for this new incorporation, please send us the indemnity document that we must sign as you have indicated.

Further, can you please advise me if this company can be set up within the next week. Thank you in advance for your kind attention to this matter.

Saludos,

diana(See attached file: Estatutos - Reliant Energy Colombia.doc)

Pagina 1

[LOGO]

ESCRITURA PUBLICA NUMERO 2830 -----
DOS MIL OCHOCIENTOS TREINTA. -----

DE LA NOTARIA SEXTA (6a) DEL CIRCULO NOTARIAL DE SANTAFE DE BOGOTA, D.C.
FECHA: VEINTIUNO (21) DE MAYO -----
----- DE MIL NOVECIENTOS NOVENTA Y NEUVE (1.999). -----

CLASE DE CONTRATO : CONSTITUCION DE SOCIEDAD -----
PERSONAS INTERVINIENTES : RELIANT ENERGY INTERNATIONAL INC.
Y RELIANT ENERGY INTERNATIONAL HOLDINGS LLC.
REPRESENTADAS EN ESTE ACTO POR LA DOCTORA MONICA RESTREPO RADA. -----

RAZON SOCIAL : RELIANT ENERGY COLOMBIA LTDA. -----
CAPITAL SOCIAL : \$3.000.000.00 -----

En la ciudad de Santafe de Bogota, Distrito Capital, Republica de Colombia a,
los veintiun (21) dia del mes de Mayo ----- de mil novecientos noventa
y nueve (1.999), ante mi - JUAN MANUEL BOTERO MEDINA. ----- Notario
Sexto (60) ----- de este Circulo Notarial se otorgo la escritura publica
que se consigna en los siguientes terminos: -----

CONSTANCIA SOBRE COMPARECENCIA Y DECLARACION ANTE EL NOTARIO : -----

COMPARECIO : La Doctora MONICA RESTREPO RADA, mujer. mayor de edad. residente y
domiciliada en esta ciudad de Santafe de Bogota, de nacionalidad colombiana
identificada con la cedula de ciudadanía numero 52.620.147 expedida en Usaquen,
y portadora de la tarjeta profesional de abogado Numero 84.592 expedida por el
Consejo Superior de la Judicatura, quien actua en nombre y representacion de

las siguientes sociedades extranjeras:-----

1.- RELIANT ENERGY INTERNATIONAL INC., sociedad debidamente constituida y domiciliada bajo las leyes vigentes en la ciudad de Delaware, Estados Unidos de America., con oficina registrada localizada en 1111 Lousiana, Houston Texas, de conformidad con el Certificado de existencia y representacion que anexo a continuacion. Representada para el efecto por Edward A. Monto, mayor de edad, identificado con el pasaporte numero 131215780 expedido en Houston Texas, actua como Presidente y por ende como representante legal de la sociedad, de conformidad con los documentos que protocolizo en este acto.-----

2.- RELIANT ENERGY INTERNATIONAL HOLDINGS LLC., sociedad debidamente constituida y domiciliada bajo las leyes vigentes en la ciudad de Delaware, Estados Unidos de America., con oficina registrada localizada en 1111 Lousiana, Houston Texas, de conformidad con el Certificado de existencia y representacion que anexo a continuacion. Representada para el efecto por Edward A. Monto, mayor de edad, identificado con el pasaporte numero 131215780 expedido en Houston Texas, actua como Presidente y por ende como representante legal de la sociedad, de conformidad con los documentos que protocolizo en este acto.-----

Manifiesta que las juntas directivas de las companias que representa segun las correspondientes actas que se anexan a la presente, tienen el animo de constituir una sociedad de responsabilidad limitada, la cual se denominara RELIANT ENERGY COLOMBIA LTDA., y que se regira por los siguientes estatutos:----

ARTICULO 10: NOMBRE, TIPO Y NATURALEZA. - La sociedad es comercial, del tipo de las limitadas, de nacionalidad colombiana y girara bajo la denominacion social de RELIANT

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ENERGY COLOMBIA LTDA.

ARTICULO 20: DOMICILIO PRINCIPAL SUCURSALES Y AGENCIAS. - La sociedad tendra su domicilio principal en la ciudad de Bogota, pero por decision de la Junta de Socios podra establecer y reglamentar el funcionamiento de sucursales agencias. y oficinas en cualquier lugar del territorio nacional o del exterior, asi como el cierre de las mismas. Los administradores de las sucursales o agencias seran designados por la Junta de Socios y ella les fijara en cada oportunidad sus facultades y atribuciones, las cuales deberan constar en el correspondiente poder.

ARTICULO 30: DURACION. - La sociedad tendra una duracion de cincuenta anos (50) contados a partir de la fecha de la presente escritura, pero la Junta de Socios podra decretar su disolucion anticipada o prorrogar el termino de su duracion conforme a lo dispuesto por la ley y los presentes estatutos.

ARTICULO 40: OBJETO SOCIAL. - La sociedad tiene por objeto social la siguiente actividad principal: participar en todo tipo de privatizaciones o procesos de vinculacion de capital privado en empresas dedicadas a las actividades de generacion, distribucion o transmision de energia electrica lo mismo que en cualquier proceso de adquisioion o participacion relacionado.

En desarrollo de su objeto principal la sociedad podra: adquirir y enajenar toda clase de bienes muebles e inmuebles, corporales e incorporales: dar en prenda, hipotecar o gravar sus bienes, dsr y tomar dinero en mutuo sin constituirse por ello en compania financiera: constituir y aceptar toda clase de garantias reales o

personales; girar, auferir y en general negociar títulos valores de orden crediticio como letras, cheques, pagares, etc.: abrir y manejar cuentas bancarias bajo la firma social y celebrar con esta clase de establecimientos u otros similares, operaciones financieras o de crédito; celebrar el contrato de mandato en sus distintas formas y hacer parte de sociedades de todo orden; obtener derechos de propiedad sobre marcas, dibujos, insignias, patentes y privilegios, cederlos a cualquier título, promover y formar empresas de la misma índole o de negocios directamente relacionados con su objeto principal, sea en Colombia o en el exterior; representar o agenciar a personas naturales o jurídicas dedicadas a las mismas actividades o actividades complementarias; intervenir y/o participar en licitaciones públicas o privadas, individualmente o con otras personas naturales o jurídicas, en consorcio, unión temporal o bajo cualquier forma de participación y en general celebrar todo acto o contrato, constituirse en garante de obligaciones ajenas y caucionar con sus bienes propios obligaciones distintas de las suyas propias, con autorización de la Junta de Socios, y en general, hacer en cualquier parte, sea en su propio nombre o por cuenta de terceros o en participación con ellos, toda clase de operaciones y ejecutar y celebrar toda clase de actos o contratos, bien sea civiles, industriales, comerciales o financieros que sean convenientes o necesarios para el logro de los fines que ella persigue y que, de manera directa, se relacionen con el objeto social.

ARTICULO 50: CAPITAL SOCIAL Y CUOTAS. - El capital de la sociedad es la suma de TRES MILLONES DE PESOS (\$3,000.000) MONEDA LEGAL COLOMBIANA, dividido en TRES MIL (3.000) Cuotas de valor nominal de MIL PESOS (\$1.000) MONEDA LEGAL COLOMBIANA, cada una, distribuidas en el siguiente forma:

[LOGO]

SOCIOS	No de CUOTAS	VALOR \$	%
-----	-----	-----	---
Reliant Energy International Inc.	2,970	\$2,970,000.00	99
Reliant Energy International Holdings LLC	30	\$ 30,000.00	1
TOTALES	3,000	\$3,000,000.00	100%
	=====	=====	===

PARAGRAFO: El capital social ha sido pagado integramente por los socios a entera satisfaccion de la sociedad.

ARTICULO 60: RESPONSABILIDAD. - La responsabilidad personal de los socios, conforme a la ley comercial vigente, se limitara al monto de sus respectivos aportes.

ARTICULO 70: CESION DE CUOTAS. - Los socios tendran derecho a ceder sus cuotas en las condiciones previstas en los Estatutos y mediante el cumplimiento de los requisitos de una reforma estatutaria. La escritura correspondiente sera otorgada por el representante legal de la compania, el cedente y el cesionario, y en ella se transcribira el acuerdo mediante el cual la Junta de Socios apruebe la cesion. Dicha escritura sera inscrita en el Registro Mercantil.

ARTICULO 80: PREFERENCIA EN LA CESION DE CUOTAS. - a). El socio que pretenda ceder sus cuotas las ofrecera a los demas socios por conducto del representante legal de la compania. La oferta se formulara por medio de carte dirigida al Gerente, indicando el precio de venta, los plazos que esta dispuesto a otorgar y las demas

estipulaciones del caso. b). Recibida la oferta por el Gerente, este le dara traslado inmediatamente a los demas socios, a fin de que los socios dentro de los quince dias habiles siguientes, manifiesten si tienen intencion en adquirirlas. Transcurrido este lapso los socios que acepten la oferta tendran derecho a tomarla a prorrata de las cuotas que posean. c). Si los socios interesados en adquirir las cuotas discreparen respecto del precio o del plazo, el valor de cada cuota o el plazo seran fijados por peritos designados por las partes, o en su defecto por la Camara de Comercio de Cartagena. El valor de la peritacion sera sufragado por iguales partes entre el comprador y vendedor. El justiprecio y el plazo determinados seran obligatorios para las partes. Sin embargo, las partes podran convenir en que las condiciones de la oferta sean definitivas, si fueren mas favorables a los presuntos cesionarios que las fijadas por los peritos. d). Si ningun socio manifiesta intere en adquirir las cuotas dentro del plazo fijado en el numeral b) de la presente clausula, ni se obtiene la autorizacion del setenta (70%) por ciento de las cuotas en que se halle dividido el capital social, para el ingreso de un extrafio, la sociedad debera presentar por conducto de su representante legal, dentro de los sesenta (60) dias siguientes a la peticion del presunto cedente, una o mas personas que las adquieran, aplicando para el caso las normas sefialadas anteriormente. Si dentro de los veinte (20) dias siguientes no se perfecciona la cesion, los demas socios optaran entre disolver la sociedad o excluir al socio interesado en ceder las cuotas, liquidandolas en la forma establecida en la clausula decima segunda y en el numeral anterior. d). La cesion debera hacerse por escritura publica, con todas las formalidades legales, y no producira efectos respecto de terceros ni de

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la sociedad, sino a partir de la fecha en que sea inscrita en el registro mercantil.

ARTICULO 90.- EMBARGO DE CUOTAS.- Las cuotas podran ser objeto de embargo y enajenacion forzosa. El embargo se inscribira en el Libro de Registro de Socios una vez comunicado por el Juez al representante legal de la sociedad. En caso de enajenacion forzosa, los otros socios podran preferencialmente adquirir parcialmente las cuotas, en la forma y terminos previstos en la ley y teniendo en cuenta lo establecido en el articulo anterior de los presentes estatutos.

ARTICULO 10.- INDIVISIBILIDAD DE LAS CUOTAS.- Las cuotas son indivisibles. Por consiguiente, cuando una o mas cuotas pertenezcan proindiviso a varias personas, deberan designar un representante comun y unico para el ejercicio de los derechos inherentes a las mismas. En las votaciones ningun socio podra fraccionar su voto; pero esta indivisibilidad no se opone a que el mandatario de varios socios vote en cada siguiendo las instrucciones que por separado la haya impartido cada uno de los mandantes.

ARTICULO 11.- MUERTE DE UN SOCIO.- Si en el decurso de la vida social uno de los socios fallece, la sociedad continuara con los herederos del socio difunto o los asignatarios. En todo caso, si los herederos del socio difunto no estuviesen interesados en participar como socios, las cuotas seran cedidas con sujecion al derecho de preferencia consagrado en los presentes estatutos y en la ley. Si los herederos decidiesen participar como socios y por esta causa el numero de socios supera el maximo permitido por la ley, los herederos, dentro de los seis meses siguientes al fallecimiento, constituiran una

sociedad que [ILLEGIBLE] a su vez socia de la compañía. Cuando los socios sean personas jurídicas y entrasen en proceso de liquidación, la sociedad continuará con los adjudicatarios de las cuotas sociales, siempre que su actividad sea complementaria a la de la sociedad. En caso contrario, o en el evento que los adjudicatarios no estén interesados en participar como socios, las cuotas serán cedidas con sujeción al derecho de preferencia consagrado en los presentes estatutos y en la ley.

ARTICULO 12. - REGISTRO DE SOCIOS.- La sociedad llevará un Libro de Registro de Socios inscrito en la Cámara de Comercio del domicilio social, en el que se anotarán el nombre, nacionalidad, domicilio, documento de identidad, y número de cuotas que cada uno posea, así como los embargos, gravámenes y cesiones que se hubieren efectuado, aun por vía de remate.

ARTICULO 13. - REGIMEN DE LA ADMINISTRACION.- La dirección y administración de los negocios sociales que legalmente corresponde a los socios, quedan delegadas en la Junta de Socios y en un (1) Gerente y dos (2) suplentes, quienes obrarán conforme a estos Estatutos y a la Ley. Adicionalmente, la sociedad podrá tener un comité asesor, cuya constitución y funcionamiento será reglamentado por la Junta de Socios.

ARTICULO 14. - COMPOSICION DE LA JUNTA DE SOCIOS.- Integran la Junta de Socios quienes tengan la calidad de tales, y estos podrán actuar a nombre propio o a través de sus representantes o mandatarios, debidamente convocados y reunidos con el quorum y en las demás condiciones previstas en estos Estatutos. Cada socio tendrá tantos votos cuantas cuotas, derechos o partes de interés social posea en la sociedad.

ARTICULO 15. - REPRESENTACION DE LOS SOCIOS.- Todo socio

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podra hacerse, representar ante la Compania y la Junta de Socios para el ejercicio de sus derechos mediante poder otorgado por escrito en el que se indique el nombre del apoderado, la extension del poder conferido y la persona en quien puede sustituirlo y, si es el caso, la fecha de la reunion para la cual se confiere.

ARTICULO 16- REUNIONES.- Las reuniones de la Junta de Socios podran ser ordinarias o extraordinarias y seran presididas al Gerente o alguno de sus suplentes. o por la persona que designe la Junta de Socios para tal efecto. Las reuniones se llevaran a cabo en el domicilio principal de la Sociedad, en el lugar, hora y fecha indicados en la convocatoria. No obstante, podra reunirse sin previa citacion y en cualquier sitio, dentro o fuera del territorio colombiano, cuando esten representadas la totalidad de las cuotas sociales.

PARACRAFO PRIMERO: Seran validas las decisiones de la Junta de Socios, cuando por cualquier medio todos los socios puedan deliberar y decidir por comunicacion simultanea o sucesiva, caso en el cual la sucesion de comunicacione debera ocurrir de manera inmediata de acuerdo con el medio empleado. En todos los casos debera quedar prueba de la reunion, tales como fax o grabacion magnetofonica, donde aparezca la hora, girador y mensaje.

En el evento que la sociedad se encuentre vigilada por la Superintendencia de Sociedades. sera obligatorio mientras asi lo disponga la ley, que un delegado de la Superintendencia este presente en la reunion para lo cual el representante legal debera solicitar la presencia del delegado, con por lo menos ocho dias habiles de

anticipacion a la reunion.

PARAGRAFO SEGUNDO: Asi mismo, podran celebrarse reuniones no presenciales, cuando por escrito todos los socios expresen el sentido de su voto. Si los socios, hubieren expresado su voto en documentos separados, estos deberan recibirse en un termino maximo de un mes, contado a partir de la primera comunicacion recibida. El representante legal informara a los accionistas o miembros el sentido de la decision. dentro de los cinco dias siguientes a la recepcion de los documentos en los que se exprese el voto.

ARTICULO 17.- REUNIONES ORDINARIAS.- Las reuniones ordinarias de la Junta de Socios se efectuarian una vez al ano, dentro de los tres (3) meses siguientes al vencimiento de cada ejercicio, previa convocatoria hecha como se explica mas adelante, para examinar la marcha de la sociedad, designar administradores y demas funcionarios de su eleccion, determinar las directrices economicas de la compania, considerar las cuentas y balances del ultimo ejercicio y resolver sobre la distribucion de utilidades, asi como para acordar todas las providencias tendientes a asegurar el cumplimiento del objeto social. Si no fuere convocada la Junta de Socios en la epoca prevista en este articulo. se reunira por derecho propio el primer dia habil del mes de Abril a las diez de la manana (10:00 a.m.) en las oficinas del domicilio principal de la Compania.

ARTICULO 18.- REUNIONES EXTRAORDINARIAS.- La Junta de Socios podra ser convocada a reuniones extraordinarias por el Gerente o sus suplentes, a iniciativa propia o por solicitud de un numero plural de socios que represente la cuarta parte de las cuotas en que se encuentra dividido el capital. En las reuniones extraordinarias la Junta de Socios unicamente podra tomar decisiones sobre los puntos previstos en el Orden del Dia incluido en la convocatoria.

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pero por decision de la misma Junta. tomada por la mitad mas una de las cuotas en que esta dividido el capital social, podra ocuparse de otros temas, una vez agotado el Orden del Dia.

ARTICULO 19.- CONVOCATORIA.- La convocatoria para las reuniones de la Junta de Socios sera hecha por lo menos con cinco (5) dias comuenee de antelacion, por medio de comunicaciones escritas dirigidas a la direccion que las socios hayan registrado en la sociedad para el envio de las informaciones oficiales, salvo la reunion en que han de aprobarse los balances de fin de ejercicio que se convocara con quince (15) dias habiles de anticipacion cuando menos. En el acta de la sesion correspondiente se dejara constancia de la convocatoria. La Junta de Socios podrs reunirse. deliberar y decidir sin necesidad de previa convocatoria, al estar presentes o representados todos los socios.

ARTICULO 20.- QUORUM PARA DELIBERAR.- La Junta de Socios podra deliberar con un numero plural de personas. que represente por lo menos el cincuenta y un (51%) por ciento de las cuotas en que se encuentra dividido el capital social.

ARTICULO 21.- QUORUM DECISORIO.- Para aprobar todos los acuerdos y resoluciones se requiere el voto afirmativo de un numero plural de socios que represente por lo menos el cincuenta y un (51%) de las cuotas sociales. salvo en aquellos casos en quo la ley o los presentes estatutos sefialen una mayoria superior.

ARTICULO 22.- OBLIGATORIEDAD DE LAS DECISIONES.- Siempre que tengan caracter general, las decisiones de la Junta de

Socios adoptadas den los requisitos de la ley y los estatutos obligaran a todos los socios, aun a los ausentes o disidentes.

ARTICULO 23.- FUNCIONES Y ATRIBUCIONES DE LA JUNTA DE SOCIOS.- 1.- Estudier y aprobar las reformas estatutarias; 2.- Estudiar, planear, promover y ejecutar operaciones o actividades relacionadas con el desarrollo del objeto, y designar las comisiones que considere necesaria para ello; 3.- Examinar, aprobar o improbar los balances de fin de ejercicio y las cuentas que deben rendir los administradores; 4.- Disponer de las utilidades sociales; 5.- Considerar los informes del Gerente sobre el estado de los negocios sociales; 6.- Adoptar todas las medidas que reclaman el cumplimiento de los estatutos y el interes comun de los asociados; 7.- Constituir e incrementar las reservas ocasionales; 8.- Nombrar al liquidador o liquidadores de la sociedad; 9.- Elegir cada ano al Gerente y sus dos (2) suplentes, y fijarles su remuneracion; 10.- Fijar el monto del reparto de utilidades asi como la forma y plazos en que se pagaran; 11.- Delegar las funciones que por ley no sean privativas de la Junta de Socios; 12.- Dar el voto consultivo a los representantes legales sobre las materias en que estos soliciten; 13.- Decretar la enajenacion total de los haberes de la sociedad; 14.- Ordenar la participacion de la sociedad en tramite concursal; 15.- Interpretar las disposiciones de los estatutos que dieren lugar a dudas y fijar su sentido. 16.- Resolver lo relativo a la cesion de cuotas, asi como a la admision de nuevos socios; 17.- Decidir sobre el retiro o exclusion de socios; 18.- Ejercer las demas funciones que le atribuyan la ley y los estatutos y en general las que no correspondan a otro organo. 19.- Autorizar al Gerente para que realice los siguientes actos:

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Celebrar operaciones bancarias y de credito y con titulos valores superiores al equivalente en pesos colombianos a la suma de USD\$3,000.00. aun cuando una misma operacion se fraccione en varias;

Enajenar, adquirir y en general comprometer los activos de la sociedad, cuando el acto o contrato supere el equivalente en pesos colombianos a USD\$2,000.00.

ARTICULO 24.- LIBRO DE ACTAS.- La verificacion del quorum, las deliberaciones, decretos o resoluciones y demas trabajos de la Junta de Socios, se haran constar cronologicamente en un Libro de Actas registrado y foliado en la Camara de Comercio del domicilio social: el Presidente y el Secretario de la Junta firmaran el Acta respectiva. Las Actas se encabezaran con su numero y expresaran al lugar, fecha y hora de la reunion. el numero de cuotas representadas, la forma y antelacion de la convocatoria, la lista de los asistentes, los asuntos tratados, las decisiones adoptadas y el numero de votos emitidos en favor, en contra y en blanco, en cada caso, las constancias escritas presentadas por los asistentes. Las designaciones efectuadas y la hora de la clausura.

PARAGRAFO: En el caso de reuniones no presenciales, las actas correspondientes deberan elaborarse y asentarse en el libro respectivo dentro de los treinta (30) dias siguienete a aquel en que concluyo el acuerdo. Las actas seran suscritas por el representante legal y el secretario de la sociedad. A falta de este ultimo seran firmadas por alguno de los socios.

ARTICULO 25.- REPRESENTANTES LEGALES. NOMBRAMIENTOS Y PERIODOS.- La sociedad tendra un Gerente en quien los

socios deleg la re-representacion y administracion de la sociedad. El Gerente tendra aoe (2) suplentes que lo

reemplazaran en sus faltas absolutas, transitorias o temporales. El Gerente y sus suplentes seran los encargados ce la gestion de los negocios sociales. Tendran todas las facultades administrativas y dispositivas inherentes al cumplido desarrollo del objeto social. Tanto el Gerente como sus dos (2) suplentes seran designados por la Junta de Socios para periodos de dos (2) anos y podran ser reelegidos indefinidamente o removidos libremente en cualquier memento. Si al vencimiento del periodo no se han designado nuevos representantes legales, se entendera prorrogado su mandato hasta tanto se efectuen nuevas designaciones. Los representantes legales conservaran dicho caracter para todos los efectos legales, mientras no se cencele su inscripcion en la Camara de Comercio.

ARTICULO 26.- FACULTADES.- Las atribuciones y facultades del Gerente y sus suplentes son las siguientes: 1.- Representar a la sociedad judicial y extrajudicialmente ante los asociados, terceros y toda clase de autoridades judiciales y administrativas pudiendo nombrar mandatarios para que la representen cuando fuere el caso; 2.- Ejecutar los acuerdos y resoluciones de la Junta de Socios; 3.- Presentar a la Junta de Socios las cuentas, balances, estado de perdidas y ganancias, inventarioe e informes, proponiendo a la vez la distribucion de utilidades; 4.- Constituir apoderados judiciales o extrajudiciales que obrando a su ordenes juzgue necesarios para representar a la Sociedad; 5.- Celebrar toda clase de operaciones bancarias; 6.- Hacer toda clase de operaciones con titulos valores; 7.- Transigir y comprometer los negocios sociales de cualquier clase que sean. 8.- Cuidar de la recaudacion

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- -e inversion de los fondos de la empresa; 9.- Velar porque los empleados de la Sociedad cumplan estrictamente sus deberes; 10.- Nombrar y remover a los empleados de la Sociedad y senalarles su remuneracion y las funciones que les correspondan; 11. Celebrar con las mas amplias facultades y limitado solamente por el objeto social de la compania, todo tipo de contratos civiles, mercantiles y administrativos. 13. - No podra obligar a la sociedad como fiadora simple o solidaria, codeudora o coarrendataria en beneficio de terceros, sin consentimiento expreso de la Junta de Socios. 14.- Requerira autorizacion de la Junta de Socios para celebrar los actos y contratos referidos en la anterior clausula 23 de los presentes estatutos. Dicha autorizacion debera ser previa y por escrito para los siguientes casos: (i) La celebracion de operaciones bancarias de credito y con titulos valores que superen el equivalente en pesos colombianos a la suma de 3,000.00. aun cuando una misma operacion se fraccione en varias. (ii) La enajenacion, adquisicion y en general comprometer los activos de la sociedad, cuando el acto o contrato supere el equivalente en pesos colombianos a US\$ 2,000.00.

ARTICULO 27.- EMPLEADOS.- Todos los empleados y funcionarios de la Sociedad estaran subordinados a los representantes legales.

ARTICULO 28.- SOLEMNIZACION DE REFORMAS.- El Gerente queda facultado para elevar a Escritura Publica cualquier cambio estatutario que haya sido aprobado con el voto favorable de un numero plural de socios que represente por lo menos el setenta por ciento (70%) de las cuotas en que se encuentre dividido el capital social, y de acuerdo con el articulo

vigesimo [ILLEGIBLE] do loe presentes Estatutos. En las escrituras de cesion de cuotas sociales tambien compareceran el cedente y el cesionario.

ARTICULO 29.- BALANCES Y PARTICIPACIONES. BALANCE ANUAL.- El 31 de Diciembre de cada ano se cortaran las cuentas para haer el Inventario y el Balance General correspondiente, asi como el Estado de Perdidas y Ganancias del respectivo ejercicio, los que Beran sometidos a la aprobacion de la Junta de Socios con el respectivo proyecto de distribucion de utilidades y de una memoria razonada de la situacion de la Sociedad suscrita por el Gerente.

ARTICULO 30.- RESERVA LEGAL.- La Reserva Legal se formara con el diez por ciento (10%) de las utilidades liquidas de cada ejercicio, hasta alcanzar un monto igual al cincuenta por ciento (50%) del capital de la Compafia.

ARTICULO 31.- RESERVAS OCASIONALES.- La Junta de Socios podra constituir reservas ocasionales con destino especial teniendo en cuenta las disposiciones legales aplicables.

ARTICULO 32.- LIQUIDACION DE GANANCIAS Y PERDIDAS.- Para liquidar la cuenta de perdidas y ganancias de cada ejercicio y establecer el saldo de unas y otras, debera previamente haberse asentado en los libros de contabilidad las partidas que se destinen para atender las siguientes provisiones: 1.- Para la depreciacion y amortizaciones de los activos susceptibles dej desgaste o demerito; 2.- Para el pago de las cesantias y demas prestacionee sociales a cargo de la Compania y a favor de sus trabajadores. causados durante el respectivo enercicio; 3.- Para el amparo de cartera y demas activos sociales; 4.- Para los impuestos de renta y complementarios, adicionales o especiales.

ARTICULO 33 .- PARTICIPACIONES.- No podran distribuirse utilidades mientras no se hayan enjugado las perdidas de

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ejercicios anteriores. que afecten el capital social. Salvo determinacion en contrario, aprobada por los socios que representen por lo menos el setenta y ocho por ciento (78%) de las cuotes en que se halla dividido el capital social, la sociedad repartira a titulo de participacion no menos del cincuenta por ciento (50%) de las utilidades liquidas obtenidas en cada ejercicio del saldo de las mismas si tuviere que enjugar perdidas de ejercicios anteriores. Son utilidades liquidas las que resultan, despues de deducidas las apropiaciones para el pago de impuestos y las provisiones a que hace referencio el articulo anterior de los presentee Estatutos.

ARTICULO 34.- PERDIDAS.- Cuando el balance general de fin de ejercicio arroje un saldo de perdidas, la Junta de Socios ordenara que sean compensadas con las reservas. y el resto si lo hubiere, se enjagara con las utilidades de ejercicios posteriores.

ARTICULO 35.- DISOLUCION.- CAUSALES.- La sociedad se disolvera por las siguientes causas: 1.- Por vencimiento del termino estipulado; 2.- Por acuerdo de la Junta de Socios aprobado con el quorum senalado en el Articulo Vigesimo Octavo (28) de estos Estatutos; 3.- Por haber sufrido perdidas que alcancen una suma superior al cincuenta por ciento (50%) del capital social: 4.-.Porque el numero de socios sea inferior 'a dos (2) o exceda de veinticincc (25); 5.- Por liquidacion obligatoria de la Sociedad; y 6.- Por las demas causales de orden legal.

ARTICULO 36.- LIQUIDACION.- [ILLEGIBLE] el caso de disolucion de la Sociedad se procedera a la Liquidacion de sus bienes de acuerdo con las disposiciones legales.

ARTICULO 37.- LIQUIDADOR.- Hara la liquidacion la persona o personas a quienes la Junta de Socios designe para tal efecto. Por cada liquidador que be nombre se designara un Suplente. Si la Junta no nombrare liquidador, tendra caracter de tal quien sea el Gerente de la sociedad, o quien haga sus veces, en la fecha en que ecta entre en liquidacion.

ARTICULO 38.- FUNCIONAMIENTO DE LA JUNTA DE SOCIOS.- Durante el periodo de liquidacion la Junta de Socios sesionara ordinaria o extraordinariamente en la forma prevista en estos Estatutos. Tendra todas las funciones compatibles con el estado de liquidacion, especialmente la relativa a cambiar, remover libremente al liquidador y acordar el precio de sus servicios, aprobar la cuenta final de liquidacion y el Acta de distribucion del remanente.

ARTICULO 39 - AREITRAMENTO.- Las diferencias que ocurran en cualquier tiempo, inclusive en el periodo de liquidacion, entre los socios o entre uno o varios de ellos y la Sociedad con motivo del contrato social, seran decididas por un arbitro designado de [ILLEGIBLE] acuerdo por las partes. quien sera ciudadano colombiano, abogado titulado, quien decidira en derecho. La designacion debera hacerse dentro de los quince (15) dias comunes siguientes a aquel en que un ade las partes comunigue a la otra y por escrito sus pretensiones, indicando la diferencia materia del arbitramento. Si las partes no liegaren a ponerse de acuerdo, se acudira al proceso establecido en la Ley 23 de 1991 y las normas legales aplicables. El tribunal funcionara en la ciudad de Santa Fe de Bogota. El valor del arbitramento sera sufragado por igual por las partes. En lo no previsto en los presentes estatutos se aplicaran las normas del Codigo de Comercio vigentes, las normas pertinentes del Codigo de Procedimiento Civil y el Decreto

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2279/89.

ARTICULO TRANSITORIO. NOMBRAMIENTOS.- Gerente : ALEJANDRO LINARES CANTILLO.
identificado con la cedula de ciudadanía numero 19' 248.237 de Bogota.

Primer Suplente del Gerente : Patricia Arrazola Bustillo, identificado con la
cedula de ciudadanía numero 45' 474.629 de Cartagena.

Todos los anteriormente nombrados aceptaron los cargos.

(HASTA AQUI LA MINUTA PRESENTADA). - Diskette

OTORGAMIENTO Y AUTORIZACION: Leida la presente escritura publica por el
compareciente y habiendoseles hecho las advertencias sobre los tramites y
formalidades de rigor, le impartio su aprobacion y en constancia de su
asentimiento lo firma ante mi y conmigo el Notario que lo autorizo.

COMPROBANTES FISCALES: El Notario certifica que se dio cumplimiento con lo
dispuesto al respecto por las disposiciones legales sobre la materia.

DERECHOS NOTARIALES: Resolucion 4581 del 29 de Diciembre de 1.998. \$16595 .
PAPEL NOTARIAL: Esta escriturn se extendio conforme a la minuta presentada y se
protocoliza en las hojas de papel notarial Numeros :

AA14781987/14781988/14781989/14781990/14781991/14781992/14781993/14781994/
14781995/14781996.

ENMENDADO "30.000.00". SI VALE.

ESTE PAPEL NU TIENE COSTO ALGUNO PARA EL USUARIO

El Compareciente,

/s/ MONICA RESTREPO RADA

MONICA RESTREPO RADA
C.C.# 52.620.147 de Usaguen
T.P.# 84.592 C.S.J.

[IMPRESION DEL PULGAR DE HUKLLA]

EN REPRESENTACION DE LAS SOCIEDADES KELIANT ENERGY INTERNATIONAL INC.Y RELIANT
ENERGY INTERNATIONAL HOLDINGS LLC.

EL NOTARIO SEXTO

[SELLO]

DELAWARE

THE FIRST 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 AMENDMENT OF "RELIANT ENERGY FUNDS MANAGEMENT, INC.", CHANGING ITS NAME FROM "RELIANT ENERGY FUNDS MANAGEMENT, INC." TO "CENTERPOINT ENERGY FUNDS MANAGEMENT, INC.", FILED IN THIS OFFICE ON THE THIRD DAY OF JULY, A.D. 2003, AT 11:24 O'CLOCK A.M.

A FIELD COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

[SEAL] /s/ Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

3360075 8100

AUTHENTICATION: 2512446

030441283

DATE: 07-03-03

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:24 AM 07/03/2003
FILED 11:24 AM 07/03/2003
SRV 030441283 - 3360075 FILE

CERTIFICATE OF AMENDMENT

TO THE

CERTIFICATE OF INCORPORATION

OF

RELIANT ENERGY FUNDS MANAGEMENT, INC.

Reliant Energy Funds Management, Inc. (the "Corporation"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "DGCL"), hereby adopts this Certificate of Amendment (this "Certificate of Amendment"), which amends its Certificate of Incorporation, as described below, and does hereby further certify that:

1. The name of the Corporation is Reliant Energy Funds Management, Inc.

2. The Board of Directors of the Corporation duly adopted a resolution proposing and declaring advisable the amendment to the Certificate of Incorporation as described herein, and the Corporation's sole stockholder duly adopted such amendment, all in accordance with the provisions of Sections 242 and 228 of the DGCL.

3. The amendment to the Certificate of Incorporation effected by this Certificate of Amendment changes the name of the Corporation to CenterPoint Energy Funds Management, Inc.

4. The Certificate of Incorporation is hereby amended by deleting the text of Article FIRST thereof in its entirety and replacing in lieu thereof the following:

"FIRST: The name of the Corporation is CenterPoint Energy Funds Management, Inc. (hereinafter the "Company)."

IN WITNESS WHEREOF, the Corporation has caused this certificate to be executed this 30 day of June, 2003.

RELIANT ENERGY FUNDS MANAGEMENT, INC.

By: /s/ Kenneth Clowes

Name: Kenneth Clowes

Title: Director

DELAWARE

THE FIRST STATE

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "RELIANT ENERGY INVESTMENT MANAGEMENT, INC.", CHANGING ITS NAME FROM "RELIANT ENERGY INVESTMENT MANAGEMENT, INC." TO "CENTERPOINT ENERGY INVESTMENT MANAGEMENT, INC.", FILED IN THIS OFFICE ON THE THIRTIETH DAY OF JANUARY, A.D. 2003, AT 3 O'CLOCK P.M.

A FIELD COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

[SEAL] /s/ Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

3147587 8100

AUTHENTICATION: 2235157

030063788

DATE: 01-31-03

CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF INCORPORATION
OF

RELIANT ENERGY INVESTMENT MANAGEMENT, INC.

Reliant Energy Investment Management, Inc. (the "Corporation"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "DGCL"), hereby adopts this Certificate of Amendment (this "Certificate of Amendment"), which amends its Certificate of Incorporation, as described below, and does hereby further certify that:

1. The name of the Corporation is Reliant Energy Investment Management, Inc.

2. The Board of Directors of the Corporation duly adopted a resolution proposing and declaring advisable the amendment to the Certificate of Incorporation as described herein, and The Corporation's sole stockholder duly adopted such amendment, all in accordance with the provisions of Sections 242 and 228 of the DGCL.

3. The amendment to the Certificate of Incorporation effected by this Certificate of Amendment changes the name of the Corporation to CenterPoint Energy Investment Management, Inc.

4. The Certificate of Incorporation is hereby amended by deleting the text of Article FIRST thereof in its entirety and replacing to lieu thereof the following:

"FIRST: The name of the Corporation is CenterPoint Energy Investment Management, Inc. (hereinafter the "Company)."

IN WITNESS WHEREOF, the Corporation has caused this certificate to be executed this 30th day of January, 2003.

RELIANT ENERGY INVESTMENT MANAGEMENT, INC.

By: /s/ Patricia F. Genzel

Name: Patricia F. Genzel

Title: President and Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 03:00 PM 01/30/2003
030063788 - 3147587

DELAWARE

THE FIRST 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
INCORPORATION OF "CENTERPOINT ENERGY, INC.", FILED IN THIS OFFICE ON THE SECOND
DAY OF FEBRUARY, A.D. 2001, AT 2:30 O'CLOCK P.M.

[SEAL] /s/ Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

3352156 8100

AUTHENTICATION: 3165484

040432965

DATE: 06-10-04

CERTIFICATE OF INCORPORATION

OF

CENTERPOINT ENERGY, INC.

FIRST: The name of the Company is CenterPoint Energy, Inc. (hereinafter the "Company").

SECOND: The address of the registered office of the Company in the State of Delaware is Corporation Trust Center, 1209 Orange Street, City of Wilmington, County of New Castle, Zip Code 19801, and the name of the registered agent of the Company at such address is The Corporation Trust Company.

THIRD: The purpose of the Company 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 as set forth in Title 8 of the Delaware Code (the "DGCL").

FOURTH: The total number of shares of all classes of stock which the Company shall have authority to issue is 1,000 shares of common stock, par value \$0.001 per share ("Common Stock"). Except as otherwise provided by law, the shares of Common Stock may be issued for such consideration and for such corporate purposes as the Board of Directors of the Company (the "Board of Directors") may from time to time determine.

In the event of voluntary or involuntary liquidation, distribution or sale of assets, dissolution or winding-up of the Company, the holders of the Common Stock shall be entitled to receive all the assets of the Company, tangible and intangible, of whatever kind available for distribution to stockholders, ratably in proportion to the number of shares of Common Stock held by each.

Each holder of Common Stock shall have one vote in respect of each share of Common Stock held by such holder on each matter voted upon by the stockholders.

FIFTH: The name and address of the sole incorporator is:

Christopher J. Arntzen
3000 One Shell Plaza
910 Louisiana
Houston, Texas 77002.

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 02:30 PM 02/02/2001
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SIXTH: The following provisions are inserted for the management of the business and the conduct of the affairs of the Company, and for further definition, limitation and regulation of the powers of the Company and of its directors and stockholders:

(a) The business and affairs of the Company shall be managed by or under the direction of the Board of Directors except as otherwise provided by law.

(b) The Board of Directors shall have concurrent power with the stockholders to make, alter, amend, change, add to or repeal the Bylaws of the Company (the "Bylaws").

(c) The number of directors of the Company shall be as from time to time fixed by, or in the manner provided in, the Bylaws. Election of directors need not be by written ballot unless the Bylaws so provide.

(d) In addition to the powers and authority hereinbefore or by statute expressly conferred upon them, the directors are hereby authorized to exercise all such powers and do all such acts and things as may be exercised or done by the Company, subject, nevertheless, to the provisions of the statutes of Delaware, this Certificate of Incorporation and any Bylaws adopted by the stockholder; provided, however, that no Bylaws thereafter adopted by the stockholders shall invalidate any prior act of the directors which would have been valid if such Bylaws had not been adopted.

SEVENTH: Meetings of the stockholders may be held within or without the State of Delaware, as the Bylaws may provide. The books of the Company may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws.

EIGHTH: A director of the Company shall not be personally liable to the Company or 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 Company or its stockholder or stockholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) under Section 174 of the DGCL, as the same exists or hereafter may be amended, or (d) for any transaction from which the director derived an improper personal benefit. If the DGCL is amended after the date of filing of this Certificate of Incorporation to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the Company, in addition to the limitation on personal liability provided herein, shall be limited to the fullest extent permitted by the amended DGCL. Any repeal or modification of this Article EIGHTH by the stockholders of the Company shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director of the Company existing at the time of such repeal or modification.

NINTH: The Company 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 the laws of the State of Delaware. All rights herein conferred are granted subject to this reservation.

I, the undersigned, being the sole incorporator hereinbefore named, for the purpose of forming a corporation under the laws of the State of Delaware, do make, file and record this Certificate of Incorporation, do certify that the facts herein stated are true and accordingly, have hereunto set my hand this second day of February, 2001.

/s/ Christopher J. Arntzen

Christopher J. Arntzen