As filed with the Securities and Exchange Commission on January 24, 2001
Registration No. 333-

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-3
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

RELIANT ENERGY RESOURCES CORP.
(Exact name of registrant as specified in its charter)

Delaware	76-0511406
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

1111 Louisiana Houston, Texas 77002 (713) 207-3000 (Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)	Hugh Rice Kelly Executive Vice President, General Counsel and Secretary 1111 Louisiana Houston, Texas 77002 (713) 207-3000 (Name, address, including zip code,and telephone number, including area code,of agent for service)

Copies to:

Christopher J. Arntzen Baker Botts L.L.P. 910 Louisiana One Shell Plaza Houston, Texas 77002-4995 (713) 229-1234	Steven R. Loeshelle Dewey Ballantine LLP 1301 Avenue of the Americas New York, New York 10019-6092 (212) 259-8000

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

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

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

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

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

If delivery of the prospectus is expected to be made pursuant to Rule 434, please check the following box. [_]

CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	Amount to be registered (1)	Proposed maximum offering price per unit (2)	Proposed maximum aggregate offering price(1)(2)	Amount of registration fee
Debt Securities.....	$600,000,000	100%	$600,000,000	$150,000

(1) Or, if any Debt Securities are issued (i) with a principal amount denominated in a foreign currency (including a composite currency), such principal amount as shall result in an aggregate initial public offering

price the equivalent of $600,000,000 or (ii) at an original issue discount, such greater principal amount as shall result in an aggregate initial offering price of $600,000,000.

(2) Estimated solely for the purpose of calculating the registration fee in accordance with Rule 457(o) under the Securities Act of 1933.

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

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+The information in this prospectus is not complete and may be changed. We may +
+not sell these securities until the registration statement filed with the   +
+Securities and Exchange Commission is effective. This prospectus is not an   +
+offer to sell these securities and it is not soliciting an offer to buy these +
+securities in any state where the offer or sale is not permitted.   +
++

Subject to completion, dated January 24, 2001

Prospectus

[Logo]

Reliant Energy Resources Corp.
1111 Louisiana
Houston, Texas 77002
(713) 207-3000

$600,000,000
Debt Securities

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We may offer and sell up to $600,000,000 of our debt securities in one or more series by using this prospectus. Unless we inform you otherwise in a supplement to this prospectus, our debt securities will be unsecured and will rank on a parity with all of our other unsecured and unsubordinated indebtedness. We will establish the terms for our debt securities at the time we sell them and we will describe them in one or more supplements to this prospectus. You should read this prospectus and the related supplement carefully before you invest in our debt securities. This prospectus may not be used to offer and sell our debt securities unless accompanied by a prospectus supplement.

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Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The date of this prospectus is , 2001.

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ABOUT THIS PROSPECTUS

This prospectus is part of a registration statement we have filed with the SEC using a "shelf" registration process. By using this process, we may offer up to $600,000,000 of our debt securities in one or more offerings. This prospectus provides you with a description of the debt securities we may offer. Each time we offer debt securities, we will provide a supplement to this prospectus. The prospectus supplement will describe the specific terms of the offering. The prospectus supplement may also add, update or change the information contained in this prospectus. You should carefully read this prospectus, the applicable prospectus supplement and the information contained in the documents we refer to in the "Where You Can Find More Information" section of this prospectus.

References in this prospectus to the terms "we," "us" or other similar terms mean Reliant Energy Resources Corp. and references to "Reliant Energy" mean our parent, Reliant Energy, Incorporated, unless the context clearly indicates otherwise.

You should rely only on the information contained or incorporated by reference in this prospectus and any accompanying prospectus supplement. We have not authorized anyone else to provide you with any different information. If anyone provides you with different or inconsistent information, you should not rely on it. We are not making an offer to sell debt securities in any jurisdiction where the offer or sale is not permitted. The information contained in this prospectus is current only as of the date of this prospectus.

WHERE YOU CAN FIND MORE INFORMATION

We file reports and other information with the SEC. You may read and copy any document we file with the SEC at the SEC's Public Reference Room located at 450 Fifth Street, N.W., Washington, D.C. 20549, and at the regional offices of the SEC located at 500 West Madison Street, Suite 1400, Chicago, Illinois 60661-2511, and at 7 World Trade Center, Suite 1300, New York, New York 10048. You may obtain further information regarding the operation of the SEC's Public Reference Room by calling the SEC at 1-800-SEC-0330. Our filings are also available to the public on the SEC's Internet site located at http://www.sec.gov. In addition, you may inspect our reports at the offices of the New York Stock Exchange, Inc. at 20 Broad Street, New York, New York 10005.

The SEC allows us to "incorporate by reference" into this prospectus information we file with the SEC. This means we can disclose important information to you by referring you to the documents containing the information. The information we incorporate by reference is considered to be part of this prospectus, unless we update or supersede that information by the information contained in this prospectus, a prospectus supplement or information that we file subsequently that is incorporated by reference into this prospectus. We are incorporating by reference into this prospectus the following documents that we have filed with the SEC, and our future filings with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 until the offering of the debt securities is completed including any filings made on or after the date on which the registration statement that includes this prospectus was initially filed with the SEC and before the effectiveness of such registration statement:

- our Annual Report on Form 10-K for the fiscal year ended December 31, 1999,
- our Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2000,
- our Current Report on Form 8-K dated July 27, 2000 and filed with the SEC on July 27, 2000,
- our Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2000,
- our Current Report on Form 8-K dated October 25, 2000 and filed with the SEC on October 25, 2000,
- our Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2000, and
- our Current Report on Form 8-K dated December 31, 2000 and filed with the SEC on January 16, 2001.

This prospectus is part of a registration statement we have filed with the SEC relating to our debt securities. As permitted by SEC rules, this prospectus does not contain all of the information included in the registration statement and the accompanying exhibits and schedules we file with the SEC. You should read the registration statement and the exhibits and schedules for more information about us and our debt securities. The registration statement, exhibits and schedules are also available at the SEC's Public Reference Room or through its Internet site.

You may also obtain a copy of our filings with the SEC at no cost, by writing to or telephoning us at the following address:

Reliant Energy Resources Corp.
P.O. Box 2805
Houston, Texas 77252-2805
Attn: Treasurer
(800) 231-6406

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING INFORMATION

This prospectus, including the information we incorporate by reference, contains statements that are "forward-looking" statements within the meaning of the Private Securities Litigation Reform Act of 1995. You can identify our forward-looking statements by the words "anticipate," "estimate," "expect," "forecast," "goal," "objective," "projection" or other similar words.

We have based our forward-looking statements on our management's beliefs and assumptions based on information available to our management at the time the statements are made. We caution you that assumptions, beliefs, expectations, intentions and projections about future events may and often do vary materially from actual results. Therefore, we cannot assure you that actual results will not differ materially from those expressed or implied by our forward-looking statements.

The following list identifies some of the factors that could cause actual results to differ from those expressed or implied by our forward-looking statements:

- the implementation of Reliant Energy's restructuring plan,
- the effects of competition,
- national or regional economic conditions,
- industrial, commercial and residential growth in our service territories,
- state and federal legislative and regulatory developments, including changes in environmental and other laws and regulations to which we are subject,
- weather variations and other natural phenomena,
- the timing and extent of changes in commodity prices and interest rates,
- the results of financing efforts, and
- other factors we discuss in this prospectus and our other filings with the SEC.

OVERVIEW

We are a wholly owned subsidiary of Reliant Energy. We conduct our operations primarily in the natural gas industry. Our operations include gathering, transmission, marketing, storage and distribution services. Our operations are currently organized into two operating units, natural gas distribution and interstate pipelines.

Natural Gas Distribution. We conduct our natural gas distribution operations through three unincorporated divisions, Reliant Energy Arkla, Reliant Energy Entex and Reliant Energy Minnegasco. Our operations consist of intrastate natural gas sales to, and natural gas transportation for, residential, commercial and industrial customers in Arkansas, Louisiana, Minnesota, Mississippi, Oklahoma and Texas. These operations are regulated as gas utility operations in the jurisdictions served by these divisions.

Interstate Pipelines. We provide interstate gas transportation and related services through two wholly owned subsidiaries, Reliant Energy Gas Transmission Company and Mississippi River Transmission Corporation. As of December 31, 2000, we owned and operated over 8,200 miles of transmission lines and six natural gas storage facilities located across the south-central United States. We store, transport and deliver natural gas on behalf of various shippers primarily to utilities, industrial customers and third party pipeline interconnects. We also provide project management and facility operation services to affiliates and third parties through our wholly owned subsidiary Reliant Energy Pipeline Services, Inc. In addition, our Interstate Pipelines business unit provides natural gas gathering and related services, including liquids extraction and other well operating services. We conduct our natural gas gathering operations through a wholly owned subsidiary, Reliant Energy Field Services, Inc., or "RFS." As of December 31, 2000, RFS operated approximately 4,000 miles of gathering pipelines which collect natural gas from more than 200 separate systems located in major producing fields in Arkansas, Louisiana, Oklahoma and Texas.

RECENT DEVELOPMENTS

Transfer of our Wholesale Energy Trading, Marketing and Risk Management Operations to Reliant Resources, Inc. On December 31, 2000, we transferred all of the outstanding capital stock of Reliant Energy Services International, Inc., or "RESI," Arkla Finance Corporation, or "Arkla Finance," and Reliant Energy Europe Trading & Marketing, Inc., or "RE Europe Trading," all of which were our wholly owned subsidiaries, to Reliant Resources, Inc., or "RRI." RRI is a wholly owned subsidiary of Reliant Energy. As a result of these stock transfers, RESI, Arkla Finance and RE Europe Trading each became a wholly owned subsidiary of RRI.

Also, on December 31, 2000, a wholly owned subsidiary of RRI merged with and into our wholly owned subsidiary Reliant Energy Services, Inc., or "RES," with RES as the surviving corporation. As a result of this merger, the outstanding capital stock of RES was converted into the right to receive cash consideration, the outstanding capital stock of the RRI subsidiary was converted into RES capital stock and RES became a wholly owned subsidiary of RRI. As consideration for the merger, RRI paid us $120 million, subject to a working capital adjustment.

RES, RESI and RE Europe Trading conducted our trading, marketing and risk management business and operations. Arkla Finance is a company that holds an investment in marketable equity securities.

The stock transfers and the merger discussed above were implemented as a part of Reliant Energy's previously announced restructuring plan. Under this restructuring, Reliant Energy plans to divide into two publicly traded companies in order to separate its unregulated businesses from its regulated businesses. For more information regarding Reliant Energy's restructuring, please refer to our Quarterly Reports on Form 10-Q for the quarterly periods ended June 30, 2000 and September 30, 2000 and to our Current Report on Form 8-K dated July 27, 2000. For more information regarding the stock transfers and the merger described above, including unaudited pro forma condensed consolidated financial statements showing the effects of the stock transfers and the merger, please refer to our Current Report on Form 8-K dated December 31, 2000. Please read "Where You Can Find More Information."

RATIO OF EARNINGS TO FIXED CHARGES

The following table sets forth our ratios of earnings from continuing operations to fixed charges for each of the periods indicated:

	Nine Months Ended September 30,		Year Ended December 31,					
	Pro Forma 2000(2)	2000	1999	Pro Forma 1999(2)	1999	1998	1997	1996	1995
Ratio of earnings from continuing operations to fixed charges (1).....	1.80	1.52	2.41	2.31	2.44	2.71	1.87	2.09	1.69

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(1) We do not believe that the ratios for the nine-month periods are necessarily indicative of the ratios for the twelve-month periods due to the seasonal nature of our business. The ratios were calculated pursuant to applicable rules of the SEC.

(2) The pro forma ratios for the nine months ended September 30, 2000 and the twelve months ended December 31, 1999 reflect the effects of the merger and stock transfers described under "Reliant Energy Resources Corp.--Recent Developments--Transfer of our Wholesale Energy Trading, Marketing and Risk Management Operations to Reliant Resources, Inc." as if these transactions had occurred on January 1, 2000 and January 1, 1999, respectively. The pro forma ratios do not purport to present our actual ratios for these periods as if the transactions had occurred on those dates, nor are they necessarily indicative of our future ratios, financial position or results of operations.

USE OF PROCEEDS

Unless we inform you otherwise in the prospectus supplement, we anticipate using any net proceeds from the sale of the debt securities offered by this prospectus for general corporate purposes. These purposes may include, but are not limited to:

- working capital,
- capital expenditures,
- acquisitions,
- dividends to Reliant Energy, and
- the repayment or refinancing of our indebtedness, including inter-company indebtedness.

DESCRIPTION OF OUR DEBT SECURITIES

The debt securities offered by this prospectus will be issued under an indenture, dated as of February 1, 1998, between us and The Chase Manhattan Bank (formerly Chase Bank of Texas, National Association), as trustee. We have filed the indenture with the SEC as an exhibit to the registration statement covering the debt securities offered by this prospectus. We have summarized selected provisions of the indenture and the debt securities below. This summary is not complete and is qualified in its entirety by reference to the indenture.

We may issue debt securities from time to time in one or more series under the indenture. We will describe the particular terms of each series of debt securities we offer in a supplement to this prospectus. The terms of our debt securities will include those set forth in the indenture and those made a part of the indenture by the Trust Indenture Act of 1939. You should carefully read the summary below, the applicable prospectus supplement and the provisions of the indenture that may be important to you before investing in our debt securities. We have included cross-references in the summary below to refer you to the section numbers of the indenture we are describing.

RANKING OF OUR DEBT SECURITIES

Unless we inform you otherwise in a prospectus supplement, the debt securities offered by this prospectus will:

- be general unsecured obligations,
- rank equally with all of our other unsecured and unsubordinated indebtedness, and
- with respect to the assets and earnings of our subsidiaries, effectively rank below all of the liabilities of our subsidiaries.

Subject to the exceptions, and subject to compliance with the applicable requirements, set forth in the indenture, we may discharge our obligations under the indenture with respect to our debt securities as described under "--Defeasance and Covenant Defeasance."

THE TERMS OF THE DEBT SECURITIES

We may issue debt securities in separate series from time to time under the indenture. The total principal amount of debt securities that may be issued under the indenture is unlimited. Our 6% Debentures due February 1, 2008 ($300 million outstanding as of December 31 2000), our 63/8% Term Enhanced ReMarketable Securities ($500 million outstanding as of December 31, 2000) and our 8.125% Notes due 2005 ($325 million outstanding as of December 31, 2000) are currently outstanding under the indenture. We may limit the maximum total principal amount for the debt securities of any series. However, any limit may be increased by resolution of our board of directors. (Section 301) We will establish the terms of each series of debt securities, which may not be inconsistent with the indenture, in a supplemental indenture.

We will describe the specific terms of the series of debt securities being offered in a supplement to this prospectus. These terms will include some or all of the following:

- the title of the debt securities,
- any limit on the total principal amount of the debt securities,
- the date or dates on which the principal of the debt securities will be payable or the method used to determine or extend those dates,
- the interest rate or rates of the debt securities, if any, or the method used to determine the rate or rates,

- the date or dates from which interest will accrue on the debt securities, or the method used for determining those dates,
- the interest payment dates and the regular record dates for interest payments, if any, or the method used to determine those dates,
- the basis for calculating interest if other than a 360-day year of twelve 30-day months,
- the place or places where:
  - payments of principal, premium, if any, and interest on the debt securities will be payable,
  - the debt securities may be presented for registration of transfer or exchange, and
  - notices and demands to or upon us relating to the debt securities may be made,
- any provisions for redemption of the debt securities,
- any provisions that would allow or obligate us to redeem or purchase the debt securities prior to their maturity,
- the denominations in which we will issue the debt securities, if other than denominations of an integral multiple of $1,000,
- any provisions that would determine the amount of principal, premium, if any, or interest on the debt securities by reference to an index or pursuant to a formula,
- the currency, currencies or currency units in which the principal, premium, if any, and interest on the debt securities will be payable, if other than $US, and the manner for determining the equivalent principal amount in $US,
- any provisions for the payment of principal, premium, if any, and interest on the debt securities in one or more currencies or currency units other than those in which the debt securities are stated to be payable,
- the percentage of the principal amount at which the debt securities will be issued and, if other than 100%, the portion of the principal amount of the debt securities which will be payable if the maturity of the debt securities is accelerated, or the method for determining such portion,
- if the principal amount to be paid at the stated maturity of the debt securities is not determinable as of one or more dates prior to the stated maturity, the amount which will be deemed to be the principal amount as of any such date for any purpose, including the principal amount which will be due and payable upon any maturity other than the stated maturity or which will be deemed to be outstanding as of any such date, or, in any such case, the manner in which the deemed principal amount is to be determined,
- any variation of the defeasance and covenant defeasance sections of the indenture and the manner in which our election to defease the debt securities will be evidenced, if other than by a board resolution,
- whether any of the debt securities will initially be issued in the form of a temporary global security and the provisions for exchanging a temporary global security for definitive debt securities,
- whether any of the debt securities will be issued in the form of one or more global securities and, if so:
  - the depositories for the global securities,
  - the form of any additional legends to be borne by the global securities,
  - the circumstances under which the global securities may be exchanged, in whole or in part, for debt securities registered, and

- whether and under what circumstances a transfer of the global securities may be registered in the names of persons other than the depositary for the global securities or its nominee,

- whether the interest rate of the debt securities may be reset,

- whether the stated maturity of the debt securities may be extended,

- any addition to or change in the events of default for the debt securities and any change in the right of the trustee or the holders of the debt securities to declare the principal amount of the debt securities due and payable,

- any addition to or change in the covenants in the indenture,

- any additions or changes to the indenture necessary to issue the debt securities in bearer form, registrable or not registrable as to principal, and with or without interest coupons,

- the appointment of any paying agents for the debt securities, if other than Reliant Energy,

- the terms of any right to convert or exchange the debt securities into any other securities or property,

- the terms and conditions, if any, securing the debt securities,

- any restriction or condition on the transferability of the debt securities, and

- any other terms of the debt securities consistent with the indenture. (Section 301)

We may sell the debt securities, including original issue discount securities, at a substantial discount below their stated principal amount. If there are any special United States federal income tax considerations applicable to debt securities we sell at an original discount, we will describe them in the prospectus supplement. In addition, we will describe in the prospectus supplement any special United States federal income tax considerations and any other special considerations for any debt securities we sell which are denominated in a currency or currency unit other than $US.

FORM, EXCHANGE AND TRANSFER OF THE DEBT SECURITIES

We will issue the debt securities in registered form, without coupons. Unless we inform you otherwise in the prospectus supplement, we will only issue debt securities in denominations of integral multiples of $1,000. (Section 302)

Holders will generally be able to exchange debt securities for other debt securities of the same series with the same total principal amount and the same terms but in different authorized denominations. (Section 305)

Holders may present debt securities for exchange or for registration of transfer at the office of the security registrar or at the office of any transfer agent we designate for that purpose. The security registrar or designated transfer agent will exchange or transfer the debt securities if it is satisfied with the documents of title and identity of the person making the request. We will not charge a service charge for any exchange or registration of transfer of debt securities. However, we may require payment of a sum sufficient to cover any tax or other governmental charge payable for the registration of transfer or exchange. Unless we inform you otherwise in the prospectus supplement, we will appoint the trustee as security registrar. We will identify any transfer agent in addition to the security registrar in the prospectus supplement. (Section 305) At any time we may:

- designate additional transfer agents,

- rescind the designation of any transfer agent, or

- approve a change in the office of any transfer agent.

However, we are required to maintain a transfer agent in each place of payment for the debt securities at all times. (Sections 305 and 1002)

In the event we elect to redeem a series of debt securities, neither we nor the applicable trustee will be required to register the transfer or exchange of any debt security of that series:

- during the period beginning at the opening of business 15 days before the day we mail the notice of redemption for the series and ending at the close of business on the day the notice is mailed, or

- if we have selected the series for redemption, in whole or in part, except for the unredeemed portion of the series. (Section 305)

GLOBAL SECURITIES

Unless we inform you otherwise in the prospectus supplement, some or all of the debt securities of any series may be represented, in whole or in part, by one or more global securities. The global securities will have a total principal amount equal to the debt securities they represent. Unless we inform you otherwise in the prospectus supplement, each global security representing debt securities will be deposited with, or on behalf of, The Depository Trust Company, referred to as "DTC," or any other successor depository we may appoint. We refer to DTC or the other depository in this prospectus as the "depositary." Each global security will be registered in the name of the depositary or its nominee. Each global security will bear a legend referring to the restrictions on exchange and registration of transfer of global securities that we describe below and any other matters required by the indenture. Unless we inform you otherwise in the prospectus supplement, we will not issue debt securities in definitive form.

Global securities may not be exchanged, in whole or in part, for debt securities registered, and no transfer of a global security, in whole or in part, may be registered in the name of any person other than the depositary for the global security or any nominee of the depositary unless:

- the depositary has notified us that it is unwilling or unable to continue as depositary for the global security or has ceased to be qualified to act as depositary as required by the indenture,

- an event of default with respect to the global security has occurred and is continuing,

- we determine in our sole discretion that the global security will be so exchangeable or transferable, or

- any other circumstances in addition to or in lieu of those described above that we may describe in the prospectus supplement.

All debt securities issued in exchange for a global security or any portion of a global security will be registered in the names directed by the depositary. (Sections 204 and 305)

REGARDING DTC

DTC is:

- a limited-purpose trust company organized under the New York Banking Law,

- a "banking organization" within the meaning of the New York Banking Law,

- a member of the Federal Reserve System,

- a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and

- a "clearing agency" registered under Section 17A of the Securities Exchange Act of 1934.

DTC holds securities that its participants deposit with DTC. DTC also facilitates the settlement among participants of securities transactions, such as transfers and pledges, in deposited securities through electronic

computerized book-entry changes in participants' accounts, thereby eliminating the need for physical movement of securities certificates. Direct participants include:

- securities brokers and dealers,
- banks,
- trust companies,
- clearing corporations and some other organizations.

DTC is owned by a number of direct participants and by The New York Stock Exchange, Inc., the American Stock Exchange LLC and the National Association of Securities Dealers, Inc. Access to DTC's book-entry system is also available to others, such as securities brokers and dealers, banks and trust companies that clear through or maintain a custodial relationship with a direct participant, either directly or indirectly, referred to as indirect participants. The rules applicable to DTC and its participants are on file with the SEC.

Upon our issuance of debt securities represented by a global security, purchases of debt securities under the DTC system must be made by or through direct participants, which will receive a credit for the debt securities on DTC's records. The ownership interest of each actual purchaser of each debt security, referred to as a beneficial owner, is in turn to be recorded on the direct and indirect participants' records. Beneficial owners will not receive written confirmation from DTC of their purchase. However, beneficial owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the direct or indirect participant through which the beneficial owner entered into the transaction. Transfers of ownership interests in the debt securities are to be accomplished by entries made on the books of participants acting on behalf of beneficial owners. Beneficial owners will not receive certificates representing their ownership interests in debt securities, except in the event that use of the book-entry system for the debt securities is discontinued. The laws of some states require that some purchasers of securities take physical delivery of securities in definitive form. These laws may impair the ability to transfer beneficial interests in a global security.

So long as the depositary for the global security, or its nominee, is the registered owner of the global security, the depositary or its nominee, as the case may be, will be considered the sole owner or holder of the debt securities represented by the global security for all purposes under the indenture. Except as described above, beneficial owners will not:

- be entitled to have debt securities represented by the global security registered in their names,
- receive or be entitled to receive physical delivery of debt securities in definitive form, and
- be considered the owners or holders thereof under the indenture.

To facilitate subsequent transfers, all debt securities deposited by participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. The deposit of debt securities with DTC and their registration in the name of Cede & Co. effect no change in beneficial ownership. DTC has no knowledge of the actual beneficial owners of the debt securities. DTC's records reflect only the identity of the direct participants to whose accounts the debt securities are credited, which may or may not be the beneficial owners. The participants will remain responsible for keeping account of their holdings on behalf of their customers. Conveyance of notices and other communications by DTC to direct participants, by direct participants to indirect participants, and by direct participants and indirect participants to beneficial owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Neither DTC nor Cede & Co. will consent or vote with respect to debt securities. Under its usual procedures, DTC mails an omnibus proxy to us as soon as possible after the record date. The omnibus proxy assigns Cede & Co.'s consenting or voting rights to those direct participants to whose accounts the debt securities are credited on the record date, identified in a listing attached to the omnibus proxy.

We will make payments of principal, premium, if any, and interest on the debt securities represented by the global security registered in the name of the depositary or its nominee through the trustee or a paying agent, which may also be the trustee, to the depositary or its nominee, as the case may be, as the registered owner of the global security. Neither we, the trustees, nor the paying agent will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests of the global security or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

We have been advised that DTC will credit direct participants' accounts on the payable date in accordance with their respective holdings shown on DTC's records unless DTC has reason to believe that it will not receive payment on the payable date. Payments by participants to beneficial owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers registered in "street name," and will be the responsibility of such participant and not of DTC, the paying agent, or us, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium, if any, and interest to DTC is either our responsibility or the responsibility of the paying agent. Disbursement of these payments to direct participants is the responsibility of DTC. Disbursement of these payments to the beneficial owners is the responsibility of direct and indirect participants.

DTC may discontinue providing its services as securities depositary with respect to the debt securities at any time by giving us reasonable notice. Under such circumstances, in the event that we do not obtain a successor securities depositary, debt securities certificates will be printed and delivered to the holders of record. Additionally, we may decide to discontinue use of the system of book-entry transfers through DTC (or a successor depositary) with respect to the debt securities. In that event, certificates for the debt securities will be printed and delivered to the holders of record.

We cannot assure you that DTC will distribute payments on the debt securities made to DTC or its nominee as the registered owner or any redemption or other notices to the participants, or that the participants or others will distribute the payments or notices to the beneficial owners, or that they will do so on a timely basis, or that DTC will serve and act in the manner described in this prospectus. Beneficial owners should make appropriate arrangements with their broker or dealer regarding distribution of information regarding the debt securities that may be transmitted by or through DTC.

According to DTC, the foregoing information with respect to DTC has been provided to the industry for informational purposes only and is not intended to serve as a representation, warranty or contract modification of any kind.

We have obtained the information in this section concerning DTC and the DTC's book-entry system from sources that we believe are reliable. However, we take no responsibility for the accuracy of this information.

PAYMENT AND PAYING AGENTS

Unless we inform you otherwise in the prospectus supplement, we will pay interest on the debt securities to the persons in whose names the debt securities are registered at the close of business on the regular record date for each interest payment. However, unless we inform you otherwise in the prospectus supplement, we will pay the interest payable on the debt securities at their stated maturity to the persons we pay the principal amount of the debt securities. The initial payment of interest on any series of debt securities issued between a regular record date and the related interest payment date will be payable in the manner provided by the terms of the series, which we will describe in the prospectus supplement. (Section 307)

Unless we inform you otherwise in the prospectus supplement, we will pay principal, premium, if any, and interest on the debt securities at the offices of the paying agents we designate. However, except in the case of a global security, we may pay interest by:

- check mailed to the address of the person entitled to the payment as it appears in the security register, or

- by wire transfer in immediately available funds to the place and account designated in writing by the person entitled to the payment as specified in the security register.

We will designate Reliant Energy as the sole paying agent for the debt securities unless we inform you otherwise in the prospectus supplement. If we initially designate any other paying agents for a series of debt securities, we will identify them in the prospectus supplement. At any time, we may designate additional paying agents or rescind the designation of any paying agents. However, we are required to maintain a paying agent in each place of payment for the debt securities at all times. (Sections 307 and 1002)

Any money deposited with the trustee or any paying agent for the payment of principal, premium, if any, and interest on the debt securities that remains unclaimed for two years after the date the payments became due, may be repaid to us upon our request. After we have been repaid, holders entitled to those payments may only look to us for payment as our unsecured general creditors. The trustee and any paying agents will not be liable for those payments after we have been repaid. (Section 1003)

COVENANTS

We will describe any restrictive covenants for any series of debt securities in the prospectus supplement.

Consolidation, Merger and Sale of Assets

Unless we inform you otherwise in the prospectus supplement, we may not consolidate with or merge into, or convey, transfer or lease our properties and assets substantially as an entirety, to any person, referred to as a "successor person," and we may not permit any person to consolidate with or merge into, or convey, transfer or lease its properties and assets substantially as an entirety to us, unless:

- the successor person, if any, is a corporation, partnership, trust or other entity organized and validly existing under the laws of any domestic jurisdiction,

- the successor person assumes our obligations with respect to the debt securities and the indenture,

- immediately after giving effect to the transaction, no event of default, and no event which, after notice or lapse of time or both, would become an event of default, would occur and be continuing, and

- we have delivered to the trustee the certificates and opinions required under the indenture. (Section 801)

EVENTS OF DEFAULT

Unless we inform you otherwise in the prospectus supplement, each of the following will be an event of default under the indenture for a series of debt securities:

- our failure to pay principal or premium, if any, on that series when due,

- our failure to pay any interest on that series for 30 days,

- our failure to deposit any sinking fund payment, when due, relating to that series,

- our failure to perform, or our breach in any material respect of, any other covenant or warranty in the indenture, other than a covenant or warranty included in the indenture solely for the benefit of another series of debt securities, for 90 days after either the trustee or holders of at least 25% in principal amount of the outstanding debt securities of that series have given us written notice of the breach in the manner required by the indenture,

- specified events involving bankruptcy, insolvency or reorganization, and

- any other event of default we may provide for that series,

provided, however, that no event described in the fourth, fifth and sixth bullet points above will be an event of default until an officer of the trustee, assigned to and working in the trustee's corporate trust department, has actual knowledge of the event or until the trustee receives written notice of the event at its corporate trust office, and the notice refers to the debt securities generally, us or the indenture. (Section 501)

If the principal, premium, if any, or interest on any series of debt securities is payable in a currency other than $US and the currency is not available to us for making payments due to the imposition of exchange controls or other circumstances beyond our control, we may satisfy our obligations to holders of the debt securities by making payment in $US in an amount equal to the $US equivalent of the amount payable in the other currency. This amount will be determined by the trustee by reference to the noon buying rate in The City of New York for cable transfers for the other currency, referred to as the "exchange rate," as reported or otherwise made available by the Federal Reserve Bank of New York on the date of the payment, or, if the exchange rate is not then available, on the basis of the most recently available exchange rate. Any payment made in $US under these circumstances will not be an event of default under the indenture. (Section 501)

If an event of default for a series of debt securities occurs and is continuing, either the trustee or the holders of at least 25% in principal amount of the outstanding debt securities of that series may declare the principal amount of the debt securities of that series due and immediately payable. In order to declare the principal amount of the series of debt securities due and immediately payable, the trustee or the holders must deliver a notice that satisfies the requirements of the indenture. Upon a declaration by the trustee or the holders, we will be obligated to pay the principal amount of the series of debt securities.

This right does not apply if:

- an event of default described in the fourth or fifth bullet points above occurs, or
- an event of default described in the sixth bullet point above that applies to all outstanding debt securities occurs.

If any of these events of default occurs and is continuing, either the trustee or holders of at least 25% in principal amount of all of the debt securities then outstanding, treated as one class, may declare the principal amount of all of the debt securities then outstanding to be due and payable immediately. In order to declare the principal amount of the debt securities due and immediately payable, the trustee or the holders must deliver a notice that satisfies the requirements of the indenture. Upon a declaration by the trustee or the holders, we will be obligated to pay the principal amount of the debt securities.

After any declaration of acceleration of a series of debt securities, but before a judgment or decree for payment, the holders of a majority in principal amount of the outstanding debt securities of that series may, under certain circumstances, rescind and annul the declaration of acceleration if all events of default, other than the non-payment of principal, have been cured or waived as provided in the indenture. (Section 502) For information as to waiver of defaults, please refer to the "Modification and Waiver" section below.

If an event of default occurs and is continuing, the trustee will generally have no obligation to exercise any of its rights or powers under the indenture at the request or direction of any of the holders, unless the holders offer reasonable indemnity to the trustee. (Section 603) The holders of a majority in principal amount of the outstanding debt securities of any series will generally have the right to direct the time, method and place of conducting any proceeding for any remedy available to the trustee or exercising any trust or power conferred on the trustee for the debt securities of that series, provided that:

- the direction is not in conflict with any law or the indenture,
- the trustee may take any other action it deems proper which is not inconsistent with the direction, and
- the trustee will generally have the right to decline to follow the direction if an officer of the trustee determines, in good faith, that the proceeding would involve the trustee in personal liability or would otherwise be contrary to applicable law. (Section 512)

A holder of a debt security of any series may only pursue a remedy under the indenture if:

- the holder gives the trustee written notice of a continuing event of default for that series,
- holders of at least 25% in principal amount of the outstanding debt securities of that series make a written request to the trustee to pursue that remedy,
- the holder offers reasonable indemnity to the trustee,
- the trustee fails to pursue that remedy within 60 days after receipt of the request, and
- during that 60-day period, the holders of a majority in principal amount of the debt securities of that series do not give the trustee a direction inconsistent with the request. (Section 507)

However, these limitations do not apply to a suit by a holder of a debt security demanding payment of the principal, premium, if any, or interest on a debt security on or after the date the payment is due. (Section 508)

We will be required to furnish to the trustee annually a statement by some of our officers regarding our performance or observance of any of the terms of the indenture and specifying all of our known defaults, if any. (Section 1004)

MODIFICATION AND WAIVER

We may enter into one or more supplemental indentures with the trustee without the consent of the holders of the debt securities in order to:

- evidence the succession of another corporation to us, or successive successions and the assumption of our covenants, agreements and obligations by a successor,
- add to our covenants for the benefit of the holders or to surrender any of our rights or powers,
- add events of default for any series of debt securities,
- add or change any provisions of the indenture to the extent necessary to issue debt securities in bearer form,
- add to, change or eliminate any provision of the indenture applying to one or more series of debt securities, provided that if such action adversely affects the interests of any holders of debt securities of any series, the addition, change or elimination will become effective with respect to that series only when no security of that series remains outstanding,
- convey, transfer, assign, mortgage or pledge any property to or with the trustee or to surrender any right or power conferred upon us by the indenture,
- establish the form or terms of any series of debt securities,
- provide for uncertificated securities in addition to certificated securities,
- evidence and provide for successor trustees or to add or change any provisions to the extent necessary to appoint a separate trustee or trustees for a specific series of debt securities,
- correct any ambiguity, defect or inconsistency under the indenture, provided that such action does not adversely affect the interests of the holders of debt securities of any series,
- supplement any provisions of the indenture necessary to defease and discharge any series of debt securities, provided that such action does not adversely affect the interests of the holders of any series of debt securities,
- comply with the rules or regulations of any securities exchange or automated quotation system on which any debt securities are listed or traded, or

- add, change or eliminate any provisions of the indenture in accordance with any amendments to the Trust Indenture Act, provided that the action does not adversely affect the rights or interests of any holder of debt securities. (Section 901)

We may enter into one or more supplemental indentures with the trustee in order to add to, change or eliminate provisions of the indenture or to modify the rights of the holders of one or more series of debt securities if we obtain the consent of the holders of a majority in principal amount of the outstanding debt securities of each series affected by the supplemental indenture, treated as one class. However, without the consent of the holders of each outstanding debt security affected by the supplemental indenture, we may not enter into a supplemental indenture that:

- changes the stated maturity of the principal of, or any installment of principal of or interest on, any debt security, except to the extent permitted by the indenture,

- reduces the principal amount of, or any premium or interest on, any debt security,

- reduces the amount of principal of an original issue discount security or any other debt security payable upon acceleration of the maturity thereof,

- changes the place or currency of payment of principal, premium, if any, or interest,

- impairs the right to institute suit for the enforcement of any payment on any debt security,

- reduces the percentage in principal amount of outstanding debt securities of any series, the consent of whose holders is required for modification or amendment of the indenture,

- reduces the percentage in principal amount of outstanding debt securities of any series necessary for waiver of compliance with certain provisions of the indenture or for waiver of certain defaults,

- makes certain modifications to such provisions with respect to modification and waiver,

- makes any change that adversely affects the right to convert or exchange any debt security or decrease the conversion or exchange rate or increases the conversion price of any convertible or exchangeable debt security, or

- changes the terms and conditions pursuant to which any series of debt securities that are secured in a manner adverse to the holders of the debt securities. (Section 902)

Holders of a majority in principal amount of the outstanding debt securities of any series may waive past defaults or compliance with restrictive provisions of the indenture. However, the consent of holders of each outstanding debt security of a series is required to:

- waive any default in the payment of principal, premium, if any, or interest, or

- waive any covenants and provisions of the indenture that may not be amended without the consent of the holder of each outstanding security of the series affected. (Sections 513 and 1006)

In order to determine whether the holders of the requisite principal amount of the outstanding debt securities have taken an action under the indenture as of a specified date:

- the principal amount of an original issue discount security that will be deemed to be outstanding will be the amount of the principal that would be due and payable as of such date upon acceleration of the maturity to such date,

- if, as of such date, the principal amount payable at the stated maturity of a debt security is not determinable, for example, because it is based on an index, the principal amount of such debt security deemed to be outstanding as of such date will be an amount determined in the manner prescribed for such debt security,

- the principal amount of a debt security denominated in one or more foreign currencies or currency units that will be deemed to be outstanding will be the $US equivalent, determined as of such date in the manner prescribed for such debt security, of the principal amount of such debt security or, in the case of a debt security described in the two preceding bullet points, of the amount described above, and

- debt securities owned by us or any other obligor upon the debt securities or any of their affiliates will be disregarded and deemed not to be outstanding.

Some debt securities, including those for whose payment or redemption money has been deposited or set aside in trust for the holders and those that have been fully defeased pursuant to Section 1402, will not be deemed to be outstanding. (Section 101)

We will generally be entitled to set any day as a record date for determining the holders of outstanding debt securities of any series entitled to give or take any direction, notice, consent, waiver or other action under the indenture. In limited circumstances, the trustee will be entitled to set a record date for action by holders. If a record date is set for any action to be taken by holders of a particular series, the action may be taken only by persons who are holders of outstanding debt securities of that series on the record date. To be effective, the action must be taken by holders of the requisite principal amount of the debt securities within a specified period following the record date. For any particular record date, this period will be 180 days or such shorter period as we may specify, or the trustee may specify, if it set the record date. This period may be shortened or lengthened by not more than 180 days. (Section 104)

DEFEASANCE AND COVENANT DEFEASANCE

Unless we inform you otherwise in the prospectus supplement, the provisions of the indenture relating to defeasance and discharge of indebtedness, or defeasance of restrictive covenants, will apply to the debt securities of any series. (Section 1401)

Defeasance and Discharge. Section 1402 of the indenture provides that we will be discharged from all of our obligations with respect to the debt securities, except for certain obligations to exchange or register the transfer of debt securities, to replace stolen, lost or mutilated debt securities, to maintain paying agencies and to hold moneys for payment in trust, upon the deposit in trust for the benefit of the holders of such debt securities of money or U.S. government obligations, or both, which, through the payment of principal and interest in respect thereof in accordance with their terms, will provide money in an amount sufficient to pay the principal, premium, if any, and interest on the debt securities on the respective stated maturities of the debt securities in accordance with the terms of the indenture and the debt securities. Such defeasance or discharge may occur only if, among other things, we have delivered to the trustee an opinion of counsel to the effect that we have received from, or there has been published by, the United States Internal Revenue Service a ruling, or there has been a change in tax law, in either case to the effect that holders of the debt securities will not recognize gain or loss for federal income tax purposes as a result of such deposit, defeasance and discharge and will be subject to federal income tax on the same amount, in the same manner and at the same times as would have been the case if such deposit, defeasance and discharge were not to occur. (Sections 1402 and 1404)

Defeasance of Certain Covenants. Section 1403 of the indenture provides that, in certain circumstances, we may omit to comply with specified restrictive covenants, including any that we may describe in the prospectus supplement, and that in those circumstances the occurrence of certain events of default, which are described in the fourth bullet point above, with respect to such restrictive covenants, under "Events of Default" and any that may be described in the prospectus supplement, will be deemed not to be or result in an event of default, in each case with respect to the debt securities. We, in order to exercise such option, will be required to deposit, in trust for the benefit of the holders of the debt securities, money or U.S. government obligations, or both, which, through the payment of principal and interest in respect thereof in accordance with their terms, will provide money in an amount sufficient to pay the principal, premium, if any, and interest on the debt

securities on the respective stated maturities in accordance with the terms of the indenture and the debt securities. We will also be required, among other things, to deliver to the trustee an opinion of counsel to the effect that holders of the debt securities will not recognize gain or loss for federal income tax purposes as a result of such deposit and defeasance of certain obligations and will be subject to federal income tax on the same amount, in the same manner and at the same times as would have been the case if such deposit and defeasance were not to occur. In the event we exercise this option with respect to any debt securities and the debt securities were declared due and payable because of the occurrence of any event of default, the amount of money and U.S. government obligations so deposited in trust would be sufficient to pay amounts due on the debt securities at the time of their respective stated maturities, but might not be sufficient to pay amounts due on such debt securities upon any acceleration resulting from the event of default. In such case, we would remain liable for those payments. (Sections 1403 and 1404)

NOTICES

Holders will receive notices by mail at their addresses as they appear in the security register. (Sections 101 and 106)

TITLE

We may treat the person in whose name a debt security is registered on the applicable record date as the owner of the debt security for all purposes, whether or not it is overdue. (Section 309)

GOVERNING LAW

New York law will govern the indenture and the debt securities. (Section 112)

REGARDING THE TRUSTEE

The trustee serves as trustee for:

- our 6% Debentures due February 1, 2008, aggregating $300 million as of December 31, 2000,
- our 6 3/8% Term Enhanced ReMarketable Securities, aggregating $500 million as of December 31, 2000, and
- our 8.125% Notes due 2005, aggregating $325 million as of December 31, 2000.

In addition, the trustee serves as trustee or fiscal agent for debt securities of our affiliates aggregating $3.3 billion as of December 31, 2000. We and our affiliates also maintain depository and other banking relationships with the trustee. Mr. R. Steve Letbetter, our Chairman, President and Chief Executive Officer, is a member of the Chase Texas Regional Advisory Board.

The trustee and its affiliates are parties to credit agreements under which we and our affiliates have bank lines of credit. We and our affiliates maintain depository and other banking, investment banking, investment management and trust relationships with the trustee and its affiliates.

PLAN OF DISTRIBUTION

We may sell debt securities:

- through an underwriter or underwriters,
- through dealers,
- through agents,
- directly to purchasers, including our affiliates, or
- through a combination of any of these methods.

We may authorize underwriters, dealers and agents to solicit offers by institutions to purchase debt securities from us pursuant to delayed delivery contracts providing for payment and delivery on a specified date. If we elect to use delayed delivery contracts, we will describe the date of delivery, the conditions of the sale and the commissions payable for solicitation of such contracts in the prospectus supplement.

We will describe the terms of any offering of debt securities in the prospectus supplement, including:

- the method of distribution,
- the name or names of any underwriters, dealers, purchasers or agents, and any managing underwriter or underwriters,
- the purchase price of the debt securities and the proceeds we receive from the sale,
- any underwriting discounts, agency fees or other form of underwriters' compensation,
- any discounts and concessions allowed, reallowed or paid to dealers or agents, and
- the expected time of delivery of the offered debt securities.

We may change the initial public offering price and any discount or concessions allowed or reallowed to dealers from time to time.

If we use underwriters to sell our debt securities, the underwriting agreement will provide that the obligations of the underwriters are subject to certain conditions precedent and that the underwriters will be obligated to purchase all of the offered debt securities if any are purchased. In connection with the sale of debt securities, underwriters may receive compensation from us or from purchasers of debt securities for whom they may act as agents in the form of discounts, concessions or commissions. Underwriters may sell debt securities to or through dealers, and dealers may receive compensation in the form of discounts, concessions or commissions from the underwriters and/or commissions from the purchasers for whom they may act as agents.

If we use a dealer to sell debt securities, we will sell the debt securities to the dealer as principal. The dealer may then resell the debt securities to the public at varying prices to be determined by the dealer at the time of resale. These dealers may be deemed underwriters, as such term is defined in the Securities Act of 1933, of the debt securities they offer and sell. If we elect to use a dealer to sell debt securities, we will provide the name of the dealer and the terms of the transaction in the prospectus supplement.

Debt securities may also be offered and sold in connection with a remarketing upon their purchase, in accordance with a redemption or repayment by their terms or otherwise by one or more remarketing firms acting as principals for their own accounts or as our agents. We will identify any remarketing firm, the terms of any remarketing agreement and the compensation to be paid to the remarketing firm in the prospectus supplement. Remarketing firms may be deemed underwriters under the Securities Act of 1933.

Underwriters, agents, dealers and some purchasers participating in the distribution of debt securities may be deemed to be underwriters, and any discounts and commissions received by them and any profit realized by them on resale of the debt securities may be deemed to be underwriting discounts and commissions under the Securities Act of 1933.

Unless we inform you otherwise in the prospectus supplement, none of our directors, officers or employees will solicit or receive a commission in connection with direct sales by us of debt securities, although these persons may respond to inquiries by potential purchasers and perform ministerial and clerical work in connection with any such direct sales.

We may enter into agreements with the underwriters, agents, purchasers, dealers or remarketing firms who participate in the distribution of our debt securities that will require us to indemnify them against specified liabilities, including liabilities under the Securities Act of 1933, or to contribute to payments that they or any person controlling them may be required to make for those liabilities. Underwriters, agents, dealers or remarketing firms may be our customers. They may also engage in transactions with us or perform services for us or for our affiliates in the ordinary course of business.

Each series of debt securities will be a new issue with no established trading market. We may elect to list any series of debt securities on an exchange. However, we are not obligated to do so. It is possible that one or more underwriters may make a market in a series of debt securities. However, they will not be obligated to do so and may discontinue market making at any time without notice. We cannot assure you that a liquid trading market for our debt securities will develop.

In connection with an offering, the underwriters or agents may purchase and sell debt securities in the open market. These transactions may include over-allotment and stabilizing transactions and purchases to cover syndicate short positions created in connection with the offering. Stabilizing transactions consist of bids or purchases for the purpose of preventing or retarding a decline in the market price of the debt securities. Syndicate short positions involve the sale by the underwriters or agents of a greater number of debt securities than they are required to purchase from us in the offering. The underwriters also may impose a penalty bid, in which selling concessions allowed to syndicate members or other broker dealers in respect of the debt securities sold in the offering for their account may be reclaimed by the syndicate if the debt securities are repurchased by the syndicate in stabilizing or covering transactions. These activities may stabilize, maintain or otherwise affect the market price of the debt securities, which may be higher than the price that might otherwise prevail in the open market, and these activities, if commenced, may be discontinued at any time. These transactions may be effected on the NYSE, in the over-the-counter market or otherwise.

VALIDITY OF SECURITIES

The validity of our debt securities will be passed upon for us by Baker Botts L.L.P., Houston, Texas. Hugh Rice Kelly, Esq., our Executive Vice President, General Counsel and Secretary, or Rufus S. Scott, our Vice President, Deputy General Counsel and Assistant Secretary may pass upon other legal matters for us. Any underwriters will be advised about the validity of our debt securities and other legal matters by Dewey Ballantine LLP. James A. Baker, III, a senior partner in the law firm of Baker Botts L.L.P., is currently a director of Reliant Energy and a beneficial owner of 4,000 shares of Reliant Energy common stock.

EXPERTS

Our consolidated financial statements and the related financial statement schedule incorporated in this prospectus by reference from our Annual Report on Form 10-K for the year ended December 31, 1999 have been audited by Deloitte & Touche LLP, independent auditors, as stated in their report, which is incorporated herein by reference, and have been so incorporated in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 14. Other Expenses of Issuance and Distribution.

Reliant Energy Resources Corp. (the "Company") estimates that expenses in connection with the offering described in this Registration Statement will be as follows:

Securities and Exchange Commission filing fee	$150,000
Blue sky expenses	30,000
Attorney's fees and expenses	150,000
Independent Auditor's fees and expenses	50,000
Printing and engraving expenses	80,000
Rating agency fees	170,000
Trustee's fees and expenses	8,000
Miscellaneous expenses	12,000
Total	$650,000

Item 15. Indemnification of Directors and Officers.

Section 145 of the General Corporation Law of Delaware (the "DGCL") gives corporations the power to indemnify officers and directors under certain circumstances.

Article V of the Company's By-Laws provides for indemnification of officers and directors to the extent permitted by the DGCL. The Company also has policies insuring its officers and directors against certain liabilities for action taken in such capacities, including liabilities under the Securities Act.

Article Ninth of the Company's Certificate of Incorporation adopts the provision of Delaware law limiting or eliminating the potential monetary liability of directors to the Company or its stockholders for breaches of a director's fiduciary duty of care. However, the provision does not limit or eliminate the liability of a director for disloyalty to the Company or its stockholders, failing to act in good faith, engaging in intentional misconduct or a knowing violation of the law, obtaining an improper personal benefit or paying a dividend or approving a stock repurchase that was illegal under section 174 of the DGCL.

Article Ninth also provides that if the DGCL is subsequently amended to authorize further limitation or elimination of the liability of directors, such subsequent limitation or elimination of director's liability will be automatically implemented without further stockholder action. Furthermore, repeal or modification of the terms of the Article Ninth will not adversely affect any right or protection of a director existing at the time of such repeal or modification.

Any of the agents, dealers or underwriters who execute any of the Agreements filed as Exhibit 1 to this Registration Statement will agree to indemnify the Company's directors and their officers who signed the Registration Statement against certain liabilities that may arise under the Securities Act with respect to information furnished to the Company by or on behalf of any such indemnifying party.

See "Item 17. Undertakings" for a description of the SEC's position regarding such indemnification provisions.

Item 16. Exhibits.

See Index to Exhibits at page II-6.

Item 17. Undertakings.

(a) The undersigned registrant hereby undertakes:

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

(i) To include any prospectus required by section 10(a)(3) of the Securities Act of 1933;

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

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

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) of this section do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement.

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

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

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

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

(d) The undersigned registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Act shall be deemed to be part of this registration statement as of the time it was declared effective.

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

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, the State of Texas, on January 24, 2001.

RELIANT ENERGY RESOURCES CORP.
(Registrant)

By: /s/ R. Steve Letbetter
R. Steve Letbetter
Chairman, President and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints R. Steve Letbetter, Stephen W. Naeve and Hugh Rice Kelly, and each of them severally, his true and lawful attorney or attorneys-in-fact and agents, with full power to act with or without the others and with full power of substitution and resubstitution, to execute in his name, place and stead, in any and all capacities, any or all amendments (including pre-effective and post-effective amendments) to this Registration Statement and any registration statement for the same offering filed pursuant to Rule 462 under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents and each of them full power and authority, to do and perform in the name and on behalf of the undersigned, in any and all capacities, each and every act and thing necessary or desirable to be done in and about the premises, to all intents and purposes and as fully as they might or could do in person, hereby ratifying, approving and confirming all that said attorneys-in-fact and agents or their substitutes may lawfully do or cause to be done by virtue hereof.

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

Signature	Title	Date
/s/ R. Steve Letbetter R. Steve Letbetter	Chairman, President and Chief Executive Officer (Principal Executive Officer and Principal Financial Officer)	January 24, 2001
/s/ Mary P. Ricciardello Mary P. Ricciardello	Senior Vice President (Principal Accounting Officer)	January 24, 2001
/s/ Stephen W. Naeve Stephen W. Naeve	Sole Director	January 24, 2001

The Registrant reasonably believes that the security ratings to be assigned to the debt securities registered hereunder will make the debt securities "investment grade securities" pursuant to Transaction Requirement B.2 of Form S-3, prior to the sale of such debt securities.

INDEX TO EXHIBITS

Exhibit Number	Document Description	Report or Registration Statement	SEC File or Registration Number	Exhibit Reference
1*	Form of Underwriting Agreement			
2	Agreement and Plan of Merger dated December 29, 2000 merging Reliant Resources Merger Sub, Inc. with and into Reliant Energy Services, Inc.			
4.1**	Indenture governing the Debt Securities, dated as of February 1, 1998, between the Company and The Chase Manhattan Bank (formerly Chase Bank of Texas), as trustee	Form 8-K of the Company dated February 5, 1998	1-13265	4.1
4.2**	Form of Debt Security (included in Exhibit 4.1)	Form 8-K of the Company dated February 5, 1998	1-13265	4.1
5	Opinion of Baker Botts L.L.P.			
12.1**	Statement Regarding Computation of Ratios for the nine month period ended September 30, 1999	Form 10-Q for the quarterly period ended September 30, 1999	1-13265	12
12.2**	Statement Regarding Computation of Ratios for the nine month period ended September 30, 2000	Form 10-Q for the quarterly period ended September 30, 2000	1-13265	12
12.3**	Statement Regarding Computation of Ratios for the twelve month periods ended December 31, 1999, 1998, 1997, 1996 and 1995	Form 10-K for the year ended December 31, 1999	1-13265	12
23.1	Consent of Deloitte & Touche LLP			
23.2	Consent of Baker Botts L.L.P. (included in Exhibit 5)			
24	Power of Attorney (included on page II-4 of this registration statement)			
25*	Statement of Eligibility of Trustee on Form T-1			

*To be filed by amendment or by a report on Form 8-K pursuant to Regulation S-K, Item 601(b).
**Incorporated herein by reference as indicated.

EXHIBIT 2

AGREEMENT AND PLAN OF MERGER

merging

RELIANT RESOURCES MERGER SUB, INC.
(a Delaware corporation)

with and into

RELIANT ENERGY SERVICES, INC.
(a Delaware corporation)

DATED: December 29, 2000

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT, dated as of December 29, 2000, among Reliant Energy Services, Inc., a Delaware corporation ("RES" or the Surviving Corporation"), and Reliant Resources Merger Sub, Inc., a Delaware corporation ("Merger Sub"), said two corporations being herein sometimes collectively called the "Constituent Corporations," and Reliant Energy Resources Corp., a Delaware corporation ("RERC"), and Reliant Resources, Inc., a Delaware corporation ("RRI"), as third parties hereto.

WITNESSETH:

WHEREAS, RES is a corporation duly organized and existing under the laws of the State of Delaware with an authorized capital of 1,000 shares of common stock, par value $1.00 per share ("RES Common Stock"), of which 1,000 shares of RES Common Stock are issued and outstanding;

WHEREAS, RERC owns all of the outstanding shares of RES Common Stock and is therefore the sole stockholder of RES;

WHEREAS, Merger Sub is a corporation duly organized and existing under the laws of the State of Delaware with an authorized capital of 1,000 shares of common stock, par value $1.00 per share ("Merger Sub Common Stock"), of which 1,000 shares of Merger Sub Common Stock are issued and outstanding;

WHEREAS, RRI owns all of the outstanding shares of Merger Sub Common Stock and is therefore the sole stockholder of Merger Sub;

WHEREAS, RERC and RRI are each a direct wholly owned subsidiary of Reliant Energy, Incorporated, a Texas corporation; and

WHEREAS, each of the boards of directors of the parties hereto deems it desirable and in the best interest of each of such corporations and their respective sole stockholder, upon the terms and subject to the conditions herein stated, that Merger Sub be merged with and into RES and that RES be the surviving corporation.

NOW, THEREFORE, it is agreed as follows:

SECTION 1

Terms

1.1 At the effective time of the merger (as hereinafter defined), Merger Sub shall be merged with and into RES, with RES as the surviving corporation.

1.2 At the effective time of the merger:

(a) Each then outstanding share of RES Common Stock shall, by virtue of the merger and without any action on the part of RERC, be converted into the right to receive cash in the amount of $120,000 plus or minus the Working Capital Adjustment (as defined below).

(b) Each then outstanding share of Merger Sub Common Stock shall, by virtue of the merger and without any action on the part of RRI, be converted into one share of Common Stock, par value $1.00 per share, of the Surviving Corporation.

1.3 Each holder of a stock certificate or certificates representing outstanding shares of RES Common Stock immediately prior to the effective time of the merger, upon surrender of such certificate or certificates to RRI after the effective time of the merger, shall be entitled to receive from RRI cash in an amount equal to $120,000 plus or minus the Working Capital Adjustment for each share of RES Common Stock. The "Working

Capital Adjustment" shall be the amount equal to (x) the difference of the (i) the amount, as of the effective time of the merger, of the current assets of RES less the current liabilities of RES and (ii) the amount, as of August 31, 2000, of the current assets of RES less the current liabilities of RES, (y) divided by 1,000. If the Working Capital Adjustment is positive, it shall be added to the $120,000 per share merger consideration. If it is negative, it shall be subtracted from the $120,000 per share merger consideration.

1.4 Each holder of a stock certificate or certificates representing outstanding shares of Merger Sub Common Stock immediately prior to the effective time of the merger, upon surrender of such certificate or certificates to the Surviving Corporation after the effective time of the merger, shall be entitled to receive a stock certificate or certificates representing the same number of shares of Common Stock of the Surviving Corporation. Until so surrendered, each such stock certificate shall, by virtue of the merger, be deemed for all purposes to evidence ownership of the same number of shares of Common Stock of the Surviving Corporation.

SECTION 2

Effective Date

2.1 This Agreement shall be submitted to the stockholders entitled to vote thereon of each of the Constituent Corporations as provided by the applicable laws of the State of Delaware. If this Agreement is duly adopted by the requisite votes of such stockholders and is not terminated as contemplated by Section 5, a certificate of merger, executed in accordance with the law of the State of Delaware, shall be filed with the Secretary of State of the State of Delaware.

The merger shall become effective at 11:59 p.m. (Eastern Standard Time) on December 31, 2000, herein sometimes referred to as the "effective time of the merger."

SECTION 3

Covenants and Agreements

3.1 RES covenants and agrees that it will present this Agreement for adoption or rejection by vote of its sole stockholder at a Special Meeting of Stockholders, will furnish to such stockholder such documents and information in connection therewith as is required by law, and will recommend approval of this Agreement by such stockholder.

3.2 RERC covenants and agrees that it will, as sole stockholder of RES, vote all shares of RES Common Stock owned by it to approve this Agreement as provided by law.

3.3 Merger Sub covenants and agrees that it will present this Agreement for adoption or rejection by vote of its sole stockholder at a Special Meeting of Stockholders, will furnish to such stockholder such documents and information in connection therewith as is required by law, and will recommend approval of this Agreement by such stockholder.

3.4 RRI covenants and agrees that it will, as sole stockholder of Merger Sub, vote all shares of Merger Sub Common Stock owned by it to approve this Agreement as provided by law.

SECTION 4

Certificate of Incorporation and By-Laws

4.1 The Certificate of Incorporation of RES in effect at the effective time of the merger shall be the Certificate of Incorporation of the Surviving Corporation, to remain unchanged until amended in accordance with the provisions thereof and of applicable law.

4.2 The By-Laws of RES in effect at the effective time of the merger shall be the By-Laws of the Surviving Corporation, to remain unchanged until amended in accordance with the provisions thereof and of applicable law.

SECTION 5

Amendment and Termination

5.1 At any time prior to the filing of this Agreement or the related Certificate of Merger with the Secretary of State of the State of Delaware, this Agreement may be amended by the Boards of Directors of RES and Merger Sub to the extent permitted by Delaware law notwithstanding favorable action on the merger by either or both of RERC and RRI.

5.2 At any time prior to the filing of this Agreement or the related Certificate of Merger with the Secretary of State of the State of Delaware, this Agreement may be terminated and abandoned by the Boards of Directors of RES and Merger Sub, notwithstanding favorable action on the merger by either or both of RERC and RRI.

SECTION 6

Miscellaneous

6.1 To the extent permitted by law, this Agreement may be amended by an agreement in writing, before or after favorable action on the merger by either or both of RERC and RRI, at any time prior to the effective time of the merger.

IN WITNESS WHEREOF, RES, Merger Sub, RERC and RRI have each caused this Agreement to be executed by its authorized officer, all as of the date above written.

RELIANT ENERGY SERVICES, INC.

/s/ James E. Hammelman
By: _____
Name: James E. Hammelman
Title: Treasurer

RELIANT RESOURCES MERGER SUB, INC.

/s/ Rufus S. Scott
By: _____
Name: Rufus S. Scott
Title: Vice President

RELIANT ENERGY RESOURCES CORP.

/s/ Rufus S. Scott
By: _____
Name: Rufus S. Scott
Title: Vice President

RELIANT RESOURCES, INC.

/s/ Rufus S. Scott
By: _____
Name: Rufus S. Scott
Title: Vice President

Exhibit 5

[Letterhead of Baker Botts L.L.P.]

January 24, 2001

Reliant Energy Resources Corp.
1111 Louisiana
Houston, Texas 77002

Ladies and Gentlemen:

We have acted as counsel for Reliant Energy Resources Corp., a Delaware corporation (the "Company"), in connection with the preparation of the Registration Statement on Form S-3 (the "Registration Statement") filed by the Company with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"), on January 24, 2001 relating to the proposed issuance and sale from time to time of up to $600,000,000 in aggregate principal amount of the Company's debt securities (the "Debt Securities"), each series of which will be issued under an Indenture, dated as of February 1, 1998 (the "Indenture"), between the Company and The Chase Manhattan Bank (formerly Chase Bank of Texas, National Association), as trustee (the "Trustee").

In our capacity as your counsel in the connection referred to above, we have examined the Certificate of Incorporation and Bylaws of the Company, each as amended to date, and the Indenture, as supplemented to date, and have examined the originals, or copies certified or otherwise identified, of corporate records of the Company, including minute books of the Company as furnished to us by the Company, certificates of public officials and of representatives of the Company, statutes and other instruments or documents, as a basis for the opinions hereinafter expressed. In giving such opinions, we have relied upon certificates of officers of the Company with respect to the accuracy of the material factual matters contained in such certificates. In making our examination, we have assumed that all signatures on documents examined by us are genuine, that all documents submitted to us as originals are authentic and that all documents submitted to us as certified or photostatic copies conform with the original copies of such documents.

On the basis of the foregoing, and subject to the assumptions, limitations and qualifications set forth herein, we are of the opinion that:

With respect to a series of Debt Securities, when (i) the Registration Statement has become effective under the Securities Act and the Indenture has been duly qualified under the Trust Indenture Act of 1939, as amended, (ii) the Board of Directors of the Company (the "Board") has taken all necessary corporate action to approve and establish the terms of such series of Debt Securities, to approve the issuance thereof and the terms of the offering thereof and related matters, and (iii) such Debt Securities have been duly executed, authenticated, issued and delivered in accordance with the provisions of the Indenture and the supplemental indenture relating to such series of Debt Securities and the provisions of the applicable definitive purchase, underwriting or similar agreement approved by the Board upon payment of the consideration therefor provided for therein, such Debt Securities will constitute legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, except as the enforceability thereof is subject to the effect of (x) bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other laws relating to or affecting creditors' rights generally and (y) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

The opinions set forth above are limited in all respects to matters of Texas law, Delaware corporate law and the contract law of the State of New York as in effect on the date hereof. At your request, this opinion is being furnished to you for filing as Exhibit 5 to the Registration Statement. Additionally, we hereby consent to the reference to our Firm under the caption "Validity of Securities" in the Registration Statement. In giving such consent, we do not thereby concede that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission promulgated thereunder.

Very truly yours,

Baker Botts L.L.P.

Exhibit 23.1

INDEPENDENT AUDITORS' CONSENT

We consent to the incorporation by reference in this Registration Statement of Reliant Energy Resources Corp. on Form S-3 of our report dated March 1, 2000, appearing in the Annual Report on Form 10-K of Reliant Energy Resources Corp. for the year ended December 31, 1999 and to the reference to us under the heading "Experts" in the Prospectus, which is part of this Registration Statement.

Deloitte & Touche LLP
Houston, Texas
January 24, 2001