

October 10, 2008

FR Reliant Holdings LP
c/o First Reserve XII Advisors, L.L.C.
One Lafayette Place
Greenwich, CT 06830
Attn: Alan Schwartz

Re: Equity Commitment

Ladies and Gentlemen:

Reference is made to the Participating Preferred Stock Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), by and between Reliant Energy, Inc. (the "Company") and FR Reliant Holdings LP (the "Purchaser"), pursuant to which the Purchaser shall, among other things and subject to the terms and conditions set forth in the Purchase Agreement, purchase 350,000 shares of Participating Preferred Stock of the Company. Capitalized terms used but not defined shall have the meaning ascribed to them in the Purchase Agreement.

This letter will confirm the commitment of First Reserve Fund XII, L.P. and FR XII-A Parallel Vehicle, L.P. (together, the "Investor") to provide, directly or indirectly, to the Purchaser at the time of the Closing under the Purchase Agreement an equity contribution of \$350,000,000 (the "Total Committed Amount"), for purposes of funding, and to the extent necessary to fund, (i) if the Closing occurs, the Purchase Price pursuant to and in accordance with the Purchase Agreement or (ii) if the Closing does not occur, any liability you have under the Purchase Agreement in connection with any breach by you of your obligations under the Purchase Agreement; provided that the Investor shall not, under any circumstances, be obligated to purchase (or cause to be purchased) securities (whether debt or equity) of the Company or otherwise contribute funds in excess of the Total Committed Amount and in the event that Closing does not occur, the Investor shall not be obligated to contribute to you any amount except to the extent that you have liability, if any, to the Purchaser for damages and then only and in no event greater than the Total Committed Amount.

The Investor's obligation to fund its commitment under this commitment letter is subject to the terms of this commitment letter and to the satisfaction or waiver of all conditions precedent to the parties' obligations to close under the Purchase Agreement. If the Closing occurs, the Investor will fund its commitment simultaneously with the Closing. If the Closing does not occur, the Investor will fund its commitment at such time as any damages for which the Purchaser is liable become due.

Notwithstanding anything that may be expressed or implied in this commitment letter, the Purchaser, by its acceptance hereof, acknowledges and agrees that (a) notwithstanding that the Investor is a partnership, no recourse hereunder or under any documents or instruments delivered in connection herewith may be had against any director, officer, agent or employee of

the Investor or any partner, member, manager or shareholder of the Investor or any successors or assigns of any of the foregoing (other than the Investor) or any director, officer, employee, partner, affiliate (other than the Purchaser), assignee or representative of the foregoing, in each case whether current, former or future (any such person or entity, a “Representative”), whether by the enforcement of any judgment or assessment or by any legal or equitable proceeding, or by virtue of any applicable Law, and (b) no personal liability whatsoever will attach to, be imposed on or otherwise be incurred by any Representative of the Investor under this commitment letter or any documents or instruments delivered in connection herewith or with the Purchase Agreement or for any claim based on, in respect of or by reason of such obligations or by their creation.

This commitment letter will become effective upon its acceptance by you, as evidenced by the delivery to us of a counterpart of this letter executed by you. If the Purchase Agreement is terminated pursuant to Section 7.1 thereof, all obligations hereunder shall expire automatically upon such termination without any further obligations of the Investor.

Neither this commitment letter nor any of the rights and obligations described herein may be assigned; provided, however, that, notwithstanding anything herein to the contrary and for the avoidance of doubt, we may cause any commitment hereunder to be funded indirectly through one or more entities that we may control.

We acknowledge that the Company has relied on this commitment letter and is an express third party beneficiary hereof and is entitled to enforce obligations of the Investor hereunder directly against the Investor to the full extent thereof; provided, however that in the event that the Company cannot enforce the obligation of the Investor to make the equity contribution as contemplated by this commitment letter as a result of the Purchaser's being subject to any bankruptcy proceeding, the Investor agrees to pay the Company directly the amount that it would otherwise have been obligated to make as an equity contribution. This commitment letter is not intended to, and does not, confer upon any Person, other than the Purchaser and the Company, rights or remedies hereunder or in connection herewith.

The Investor hereby represents that it has available investor commitments for undrawn funds sufficient to fund the commitment made hereby, subject to the terms and conditions hereof.

This letter may be executed in counterparts. This letter may not be amended except by an instrument in writing signed by each of the parties hereto and by the Company. This letter shall be governed by the laws of the State of New York. Each of the parties hereto hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the State of New York and the courts of the United States of America located in the State of New York for any litigation arising out of or relating to this letter or the transactions contemplated hereby. Each of the parties hereby irrevocably and unconditionally waives any objection to the laying of venue of any litigation arising out of this letter or the transactions contemplated hereby in the courts of the State of New York or the courts of the United States of America located in the State of New York and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such litigation brought in any such court has been brought in an inconvenient forum.

EACH OF THE PARTIES HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LETTER OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

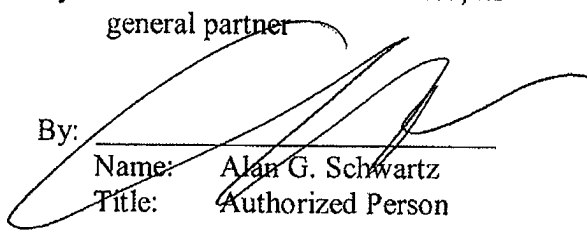
[Remainder of page intentionally left blank.]

Very truly yours,

FIRST RESERVE FUND XII, L.P.

By: First Reserve GP XII, L.P., its general partner

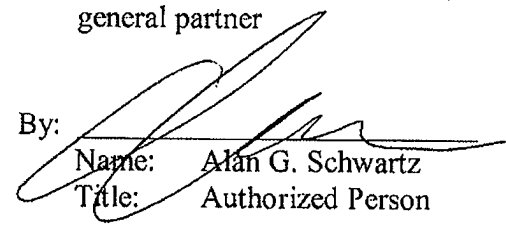
By: First Reserve GP XII Limited, its general partner

By: 
Name: Alan G. Schwartz
Title: Authorized Person

FR XII-A PARALLEL VEHICLE, L.P.

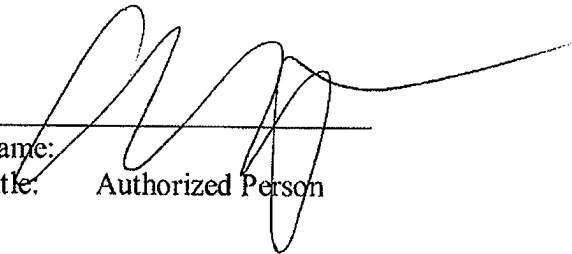
By: First Reserve GP XII, L.P., its general partner

By: First Reserve GP XII Limited, its general partner

By: 
Name: Alan G. Schwartz
Title: Authorized Person

Accepted and Agreed

FR RELIANT HOLDINGS LP

By: 
Name: _____
Title: Authorized Person