

SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

Current report filing

Filing Date: **2013-01-09** | Period of Report: **2013-01-03**  
SEC Accession No. [0001104659-13-001510](#)

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FILER

**NRG ENERGY, INC.**

CIK: **1013871** | IRS No.: **411724239** | State of Incorpor.: **DE** | Fiscal Year End: **1231**  
Type: **8-K** | Act: **34** | File No.: **001-15891** | Film No.: **13521066**  
SIC: **4911** Electric services

Mailing Address  
211 CARNEGIE CENTER  
-  
PRINCETON NJ 08540

Business Address  
211 CARNEGIE CENTER  
-  
PRINCETON NJ 08540  
609-524-4500

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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549**

**FORM 8-K**

**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): **January 3, 2013**

**NRG ENERGY, INC.**

(Exact name of Registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction of  
incorporation)

**001-15891**  
(Commission File Number)

**41-1724239**  
(IRS Employer Identification No.)

**211 Carnegie Center, Princeton, New Jersey 08540**  
(Address of principal executive offices, including zip code)

**(609) 524-4500**  
(Registrant's telephone number, including area code)

**N/A**  
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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## Item 1.01 Entry Into a Material Definitive Agreement.

On January 3, 2013, NRG Energy, Inc. (“NRG”), the subsidiaries of NRG named in the seventy-first supplemental indenture (as described below) (collectively, the “Existing Guarantors”), Allied Home Warranty GP LLC and NRG Home Solutions LLC (together, the “Guaranteeing Subsidiaries”), and Law Debenture Trust Company of New York, as trustee (the “Trustee”), entered into the seventy-seventh supplemental indenture (the “Seventy-Seventh Supplemental Indenture”), supplementing the indenture, dated as of February 2, 2006 (the “Base Indenture”), as supplemented by the twenty-second supplemental indenture, dated as of June 5, 2009, among NRG, the guarantors party thereto and the Trustee, pursuant to which NRG issued \$700,000,000 aggregate principal amount of 8.50% senior notes due 2019 (the “8.50% 2019 Notes”), the twenty-third supplemental indenture, dated as of July 14, 2009, among NRG, the guarantors party thereto and the Trustee, the twenty-seventh supplemental indenture, dated as of October 5, 2009, among NRG, the guarantors party thereto and the Trustee, the thirty-first supplemental indenture, dated as of April 16, 2010, among NRG, the guarantors party thereto and the Trustee, the thirty-fifth supplemental indenture, dated as of June 23, 2010, among NRG, the guarantors party thereto and the Trustee, the fortieth supplemental indenture, dated as of December 15, 2010, among NRG, the guarantors party thereto and the Trustee, the forty-seventh supplemental indenture, dated as of May 20, 2011, among NRG, the guarantors party thereto and the Trustee, the fifty-third supplemental indenture, dated as of November 8, 2011, among NRG, the guarantors party thereto and the Trustee, the fifty-ninth supplemental indenture, dated as of April 5, 2012, among NRG, the guarantors party thereto and the Trustee, the sixty-fifth supplemental indenture, dated as of May 9, 2012, among NRG, the guarantors party thereto and the Trustee, and the seventy-first supplemental indenture, dated as of October 9, 2012, among NRG, the Existing Guarantors and the Trustee. Pursuant to the Seventy-Seventh Supplemental Indenture, the Guaranteeing Subsidiaries became guarantors of NRG’s obligations under its 8.50% 2019 Notes.

On January 3, 2013, NRG, the Existing Guarantors, the Guaranteeing Subsidiaries and the Trustee entered into the seventy-eighth supplemental indenture (the “Seventy-Eighth Supplemental Indenture”), supplementing the Base Indenture, as supplemented by the thirty-sixth supplemental indenture, dated as of August 20, 2010, among NRG, the guarantors party thereto and the Trustee, pursuant to which NRG issued \$1,100,000,000 aggregate principal amount of 8.25% senior notes due 2020 (the “2020 Notes”), the forty-first supplemental indenture, dated as of December 15, 2010, among NRG, the guarantors party thereto and the Trustee, the forty-third supplemental indenture, dated as of April 22, 2011, among NRG, the guarantors party thereto and the Trustee, the forty-eighth supplemental indenture, dated as of May 20, 2011, among NRG, the guarantors party thereto and the Trustee, the fifty-fourth supplemental indenture, dated as of November 8, 2011, among NRG, the guarantors party thereto and the Trustee, the sixtieth supplemental indenture, dated as of April 5, 2012, among NRG, the guarantors party thereto and the Trustee, the sixty-sixth supplemental indenture, dated as of May 9, 2012, among NRG, the guarantors party thereto and the Trustee, and the seventy-second supplemental indenture, dated as of October 9, 2012, among NRG, the Existing Guarantors and the Trustee. Pursuant to the Seventy-Eighth Supplemental Indenture, the Guaranteeing Subsidiaries became guarantors of NRG’s obligations under its 2020 Notes.

On January 3, 2013, NRG, the Existing Guarantors, the Guaranteeing Subsidiaries and the Trustee entered into the seventy-ninth supplemental indenture (the “Seventy-Ninth Supplemental Indenture”), supplementing the Base Indenture, as supplemented by the forty-second supplemental indenture, dated as of January 26, 2011, among NRG, the guarantors party thereto and the Trustee, pursuant to which NRG issued \$1,200,000,000 aggregate principal amount of 7.625% senior notes due 2018 (the “2018 Notes”), the forty-ninth supplemental indenture, dated as of May 20, 2011, among NRG, the guarantors party thereto and the Trustee, the fifty-fifth supplemental indenture, dated as of November 8, 2011, among NRG, the guarantors party thereto and the Trustee, the sixty-first supplemental indenture, dated as of April 5, 2012, among NRG, the guarantors party thereto and the Trustee, the sixty-seventh supplemental indenture, dated as of May 9, 2012, among NRG, the guarantors party thereto and the Trustee, and the seventy-third supplemental indenture, dated as of October 9, 2012, among NRG, the Existing Guarantors and the Trustee. Pursuant to the Seventy-Ninth Supplemental Indenture, the Guaranteeing Subsidiaries became guarantors of NRG’s obligations under its 2018 Notes.

On January 3, 2013, NRG, the Existing Guarantors, the Guaranteeing Subsidiaries and the Trustee entered into the eightieth supplemental indenture (the “Eightieth Supplemental Indenture”), supplementing the Base Indenture, as supplemented by the fiftieth supplemental indenture, dated as of May 24, 2011, among NRG, the Existing Guarantors and the Trustee, pursuant to which NRG issued \$800,000,000 aggregate principal amount of 7.625%

senior notes due 2019 (the “7.625% 2019 Notes”), the fifty-sixth supplemental indenture, dated as of November 8, 2011, among NRG, the guarantors party thereto and the Trustee, the sixty-second supplemental indenture, dated as of April 5, 2012, among NRG, the Existing Guarantors and the Trustee, the sixty-eighth supplemental indenture, dated as of May 9, 2012, among NRG, the guarantors party thereto and the Trustee, and the seventy-fourth supplemental indenture, dated as of October 9, 2012, among NRG, the Existing Guarantors and the Trustee. Pursuant to the Eightieth Supplemental Indenture, the Guaranteeing Subsidiaries became guarantors of NRG’ s obligations under its 7.625% 2019 Notes.

On January 3, 2013, NRG, the Existing Guarantors, the Guaranteeing Subsidiaries and the Trustee entered into the eighty-first supplemental indenture (the “Eighty-First Supplemental Indenture”), supplementing the Base Indenture, as supplemented by the fifty-first supplemental indenture, dated as of May 24, 2011, among NRG, the guarantors party thereto and the Trustee, pursuant to which NRG issued \$1,200,000,000 aggregate principal amount of 7.875% senior notes due 2021 (the “2021 Notes”), the fifty-seventh supplemental indenture, dated as of November 8, 2011, among NRG, the guarantors party thereto and the Trustee, the sixty-third supplemental indenture, dated as of April 5, 2012, among NRG, the guarantors party thereto and the Trustee, the sixty-seventh supplemental indenture, dated as of May 9, 2012, among NRG, the guarantors party thereto and the Trustee, and the seventy-fifth supplemental indenture, dated as of October 9, 2012, among NRG, the Existing Guarantors and the Trustee. Pursuant to the Eighty-First Supplemental Indenture, the Guaranteeing Subsidiaries became guarantors of NRG’ s obligations under its 2021 Notes.

On January 3, 2013, NRG, the Existing Guarantors, the Guaranteeing Subsidiaries and the Trustee entered into the eighty-second supplemental indenture (the “Eighty-Second Supplemental Indenture”), supplementing the Base Indenture, as supplemented by the seventieth supplemental indenture, dated as of September 24, 2011, among NRG, the guarantors party thereto and the Trustee, pursuant to which NRG issued \$990,000,000 aggregate principal amount of 6.625% senior notes due 2023 (the “2023 Notes”), and the seventy-sixth supplemental indenture, dated as of October 9, 2012, among NRG, the Existing Guarantors and the Trustee. Pursuant to the Eighty-Second Supplemental Indenture, the Guaranteeing Subsidiaries became guarantors of NRG’ s obligations under its 2023 Notes.

Copies of the Seventy-Seventh Supplemental Indenture, the Seventy-Eighth Supplemental Indenture, the Seventy-Ninth Supplemental Indenture, the Eightieth Supplemental Indenture, the Eighty-First Supplemental Indenture and the Eighty-Second Supplemental Indenture are attached as Exhibits 4.1, 4.2, 4.3, 4.4, 4.5 and 4.6, respectively, to this Current Report on Form 8-K and are incorporated by reference herein. The descriptions of the material terms of the Seventy-Seventh Supplemental Indenture, the Seventy-Eighth Supplemental Indenture, the Seventy-Ninth Supplemental Indenture, the Eightieth Supplemental Indenture, the Eighty-First Supplemental Indenture and the Eighty-Second Supplemental Indenture are qualified in their entirety by reference to such exhibits.

#### **Item 9.01 Financial Statements and Exhibits**

(d) Exhibits

The Exhibit Index attached to this Form 8-K is incorporated herein by reference.

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### **SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**NRG Energy, Inc.**

By: /s/ David R. Hill

David R. Hill

Executive Vice President and General Counsel

January 9, 2013

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## EXHIBIT INDEX

<b>Exhibit No.</b>	<b>Document</b>
4.1	Seventy-Seventh Supplemental Indenture, dated as of January 3, 2013, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York.
4.2	Seventy-Eighth Supplemental Indenture, dated as of January 3, 2013, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York.
4.3	Seventy-Ninth Supplemental Indenture, dated as of January 3, 2013, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York.
4.4	Eightieth Supplemental Indenture, dated as of January 3, 2013, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York.
4.5	Eighty-First Supplemental Indenture, dated as of January 3, 2013, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York.
4.6	Eighty-Second Supplemental Indenture, dated as of January 3, 2013, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York.

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SEVENTY-SEVENTH SUPPLEMENTAL INDENTURE FOR  
ADDITIONAL SUBSIDIARY GUARANTEES

SEVENTY-SEVENTH SUPPLEMENTAL INDENTURE (this “*Supplemental Indenture for Additional Guarantees*”), dated as of January 3, 2013, among Allied Home Warranty GP LLC and NRG Home Solutions LLC (each, a “*Guaranteeing Subsidiary*” and collectively the “*Guaranteeing Subsidiaries*”), each a subsidiary of NRG Energy, Inc., a Delaware corporation (the “*Company*”), the Company, the Existing Guarantors set forth on the signature pages hereto (the “*Existing Guarantors*”) and Law Debenture Trust Company of New York, as trustee under the Indenture referred to below (the “*Trustee*”).

## WITNESSETH

WHEREAS, the Company has heretofore executed and delivered to the Trustee an indenture (the “*Base Indenture*”), dated as of February 2, 2006, between the Company and the Trustee, as amended by a Twenty-Second Supplemental Indenture (the “*Twenty-Second Supplemental Indenture*”), dated as of June 5, 2009, among the Company, the Guarantors party thereto and the Trustee, providing for the original issuance of an aggregate principal amount of \$700 million of 8.50% Senior Notes due 2019 (the “*Initial Notes*”), and, subject to the terms of the Twenty-Second Supplemental Indenture, future unlimited issuances of 8.50% Senior Notes due 2019 (the “*Additional Notes*,” and together with the Initial Notes, the “*Notes*”), a twenty-third supplemental indenture, dated as of July 14, 2009, among the Company, the Existing Guarantors party thereto and the Trustee (the “*Twenty-Third Supplemental Indenture*”), a twenty-seventh supplemental indenture, dated as of October 5, 2009, among the Company, the Existing Guarantors party thereto and the Trustee (the “*Twenty-Seventh Supplemental Indenture*”), a thirty-first supplemental indenture, dated as of April 16, 2010, among the Company, the Existing Guarantors party thereto and the Trustee (the “*Thirty-First Supplemental Indenture*”), a thirty-fifth supplemental indenture, dated as of June 23, 2010, among the Company, the Existing Guarantors party thereto and the Trustee (the “*Thirty-Fifth Supplemental Indenture*”), a fortieth supplemental indenture, dated as of December 15, 2010, among the Company, the Existing Guarantors party thereto and the Trustee (the “*Fortieth Supplemental Indenture*”), a forty-seventh supplemental indenture, dated as of May 20, 2011, among the Company, the Existing Guarantors party thereto and the Trustee (the “*Forty-Seventh Supplemental Indenture*”), a fifty-third supplemental indenture, dated as of November 8, 2011, among the Company, the Existing Guarantors party thereto and the Trustee (the “*Fifty-Third Supplemental Indenture*”), a fifty-ninth supplemental indenture, dated as of April 5, 2012, among the Company, the Existing Guarantors party thereto and the Trustee (the “*Fifty-Ninth Supplemental Indenture*”), a sixty-fifth supplemental indenture, dated as of May 9, 2012, among the Company, the Existing Guarantors party thereto and the Trustee (the “*Sixty-Fifth Supplemental Indenture*”), and a seventy-first supplemental indenture, dated as of October 9, 2012, among the Company, the Existing Guarantors and the Trustee (the “*Seventy-First Supplemental Indenture*” and together with the Base Indenture, the Twenty-Second Supplemental Indenture, the Twenty-Third Supplemental Indenture, the Twenty-Seventh Supplemental Indenture, the Thirty-First Supplemental Indenture, the Thirty-Fifth Supplemental Indenture, the Fortieth Supplemental Indenture, the Forty-Seventh Supplemental Indenture, the Fifty-Third Supplemental Indenture, the Fifty-Ninth Supplemental Indenture and the Sixty-Fifth Supplemental Indenture, the “*Indenture*”);

WHEREAS, the Indenture provides that under certain circumstances the Guaranteeing Subsidiaries shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteeing Subsidiaries shall unconditionally guarantee all of the Company’s Obligations under the Notes and the Indenture (the “*Additional Guarantees*”); and

WHEREAS, pursuant to Section 4.17 of the Twenty-Second Supplemental Indenture, the Trustee, the Company and the Existing Guarantors are authorized and required to execute and deliver this Supplemental Indenture for Additional Guarantees.

NOW THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt of which is hereby acknowledged, the Guaranteeing Subsidiaries, the Trustee, the Company and the Existing Guarantors mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. *Capitalized Terms.* Unless otherwise defined in this Supplemental Indenture for Additional Guarantees, capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. *Agreement to Be Bound; Guarantee.* Each Guaranteeing Subsidiary hereby becomes party to the Indenture as a Guarantor and as such will have all of the rights and be subject to all of the Obligations and agreements of a Guarantor under the Indenture. Each Guaranteeing Subsidiary hereby agrees to be bound by all of the provisions of the Indenture applicable to a Guarantor and to perform all of the Obligations and agreements of a Guarantor under the Indenture. In furtherance of the foregoing, each Guaranteeing Subsidiary shall be deemed a Guarantor for purposes of Article 10 of the Twenty-Second Supplemental Indenture, including, without limitation, Section 10.02 thereof.

3. ***NEW YORK LAW TO GOVERN. THE INTERNAL LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS SUPPLEMENTAL INDENTURE FOR ADDITIONAL GUARANTEES BUT WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.***

4. *Counterparts.* The parties may sign any number of copies of this Supplemental Indenture for Additional Guarantees. Each signed copy shall be an original, but all of them together represent the same agreement.

5. *Effect of Headings.* The Section headings herein are for convenience only and shall not affect the construction hereof.

6. *The Trustee.* The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture for Additional Guarantees or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiaries and the Company.

7. *Ratification of Indenture; Supplemental Indenture for Additional Guarantees Part of Indenture.* Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture for Additional Guarantees shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

[Signatures on following pages]

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IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture for Additional Guarantees to be duly executed and attested, all as of the date first above written.

GUARANTEEING SUBSIDIARIES:

ALLIED HOME WARRANTY GP LLC

By: /s/ Gaetan Frotte

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Name: Gaetan Frotte  
Title: Vice President & Treasurer

NRG HOME SOLUTIONS LLC

By: /s/ Gaetan Frotte  
Name: Gaetan Frotte  
Title: Vice President & Treasurer

Signature Page to Seventy-Seventh Supplemental Indenture

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ISSUER:

NRG ENERGY, INC.

By: /s/ Brian Curci  
Name: Brian Curci  
Title: Corporate Secretary

EXISTING GUARANTORS:

ARTHUR KILL POWER LLC  
ASTORIA GAS TURBINE POWER LLC  
CABRILLO POWER I LLC  
CABRILLO POWER II LLC  
CONEMAUGH POWER LLC  
CONNECTICUT JET POWER LLC  
DEVON POWER LLC  
DUNKIRK POWER LLC  
EASTERN SIERRA ENERGY COMPANY LLC  
EL SEGUNDO POWER, LLC  
EL SEGUNDO POWER II LLC  
ENERGY PROTECTION INSURANCE COMPANY  
HUNTLEY POWER LLC  
INDIAN RIVER OPERATIONS INC.  
INDIAN RIVER POWER LLC  
KEYSTONE POWER LLC  
MERIDEN GAS TURBINES LLC  
MIDDLETOWN POWER LLC  
MONTVILLE POWER LLC  
NEO CORPORATION  
NEO FREEHOLD-GEN LLC  
NEO POWER SERVICES INC.



NORWALK POWER LLC  
NRG AFFILIATE SERVICES INC.  
NRG ARTHUR KILL OPERATIONS INC.  
NRG ASTORIA GAS TURBINE OPERATIONS INC.  
NRG BAYOU COVE LLC  
NRG CABRILLO POWER OPERATIONS INC.  
NRG CALIFORNIA PEAKER OPERATIONS LLC  
NRG CEDAR BAYOU DEVELOPMENT COMPANY, LLC  
NRG CONNECTICUT AFFILIATE SERVICES INC.

Signature Page to Seventy-Seventh Supplemental Indenture

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NRG DEVELOPMENT COMPANY INC.  
NRG DEVON OPERATIONS INC.  
NRG DUNKIRK OPERATIONS INC.  
NRG EL SEGUNDO OPERATIONS INC.  
NRG ENERGY SERVICES GROUP LLC  
NRG GENERATION HOLDINGS, INC.  
NRG HUNTLEY OPERATIONS INC.  
NRG ILION LP LLC  
NRG INTERNATIONAL LLC  
NRG MEXTRANS INC.  
NRG MIDATLANTIC AFFILIATE SERVICES INC.  
NRG MIDDLETOWN OPERATIONS INC.  
NRG MONTVILLE OPERATIONS INC.  
NRG NORTH CENTRAL OPERATIONS INC.  
NRG NORTHEAST AFFILIATE SERVICES INC.  
NRG NORWALK HARBOR OPERATIONS INC.  
NRG OPERATING SERVICES, INC.  
NRG OSWEGO HARBOR POWER OPERATIONS INC.  
NRG PACGEN INC.  
NRG RETAIL LLC  
NRG ROCKFORD ACQUISITION LLC  
NRG SAGUARO OPERATIONS INC.  
NRG SERVICES CORPORATION  
NRG SIMPLYSMART SOLUTIONS LLC  
NRG SOUTH CENTRAL AFFILIATE SERVICES INC.  
NRG SOUTH CENTRAL GENERATING LLC  
NRG SOUTH CENTRAL OPERATIONS INC.  
NRG TEXAS C&I SUPPLY LLC  
NRG WEST COAST LLC  
NRG WESTERN AFFILIATE SERVICES INC.  
O' BRIEN COGENERATION, INC. II  
ONSITE ENERGY, INC.  
OSWEGO HARBOR POWER LLC  
RERH HOLDINGS, LLC  
SAGUARO POWER LLC

SOMERSET OPERATIONS INC.

By: /s/ Lynne Przychodzki

Name: Lynne Przychodzki

Title: Assistant Secretary

Signature Page to Seventy-Seventh Supplemental Indenture

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SOMERSET POWER LLC  
US RETAILERS LLC  
VIENNA OPERATIONS INC.  
VIENNA POWER LLC  
WCP (GENERATION) HOLDINGS LLC  
WEST COAST POWER LLC

CARBON MANAGEMENT SOLUTIONS LLC  
CLEAN EDGE ENERGY LLC  
COTTONWOOD DEVELOPMENT LLC  
COTTONWOOD GENERATING PARTNERS I LLC  
COTTONWOOD GENERATING PARTNERS II LLC  
COTTONWOOD GENERATING PARTNERS III LLC  
ENERGY PLUS HOLDINGS LLC  
ENERGY PLUS NATURAL GAS LLC  
GREEN MOUNTAIN ENERGY COMPANY (NY COM) LLC  
GREEN MOUNTAIN ENERGY COMPANY (NY RES) LLC  
INDEPENDENCE ENERGY ALLIANCE LLC  
INDEPENDENCE ENERGY NATURAL GAS LLC  
LANGFORD WIND POWER, LLC  
NRG ARTESIAN ENERGY LLC  
NRG DISPATCH SERVICES LLC  
NRG HOME & BUSINESS SOLUTIONS LLC  
NRG HOME SOLUTIONS PRODUCT LLC  
NRG IDENTITY PROTECT LLC  
NRG NEW JERSEY ENERGY SALES LLC  
NRG POWER MARKETING LLC  
NRG RENTER' S PROTECTION LLC  
NRG SECURITY LLC  
NRG UNEMPLOYMENT PROTECTION LLC  
NRG WARRANTY SERVICES LLC

By: /s/ Lynne Przychodzki

Name: Lynne Przychodzki

Title: Assistant Secretary

Signature Page to Seventy-Seventh Supplemental Indenture

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COTTONWOOD ENERGY COMPANY LP

By: Cottonwood Generating Partners I LLC, its General Partner

By: /s/ Lynne Przychodzki

Name: Lynne Przychodzki

Title: Assistant Secretary

COTTONWOOD TECHNOLOGY PARTNERS LP

By: Cottonwood Generating Partners I LLC, its General Partner

By: /s/ Lynne Przychodzki

Name: Lynne Przychodzki

Title: Assistant Secretary

ELBOW CREEK WIND PROJECT LLC

By: /s/ Lynne Przychodzki

Name: Lynne Przychodzki

Title: Assistant Secretary

GCP FUNDING COMPANY, LLC

By: /s/ Chrisoula Manoussakis

Name: Chrisoula Manoussakis

Title: Assistant Secretary

GREEN MOUNTAIN ENERGY COMPANY

By: /s/ Chrisoula Manoussakis

Name: Chrisoula Manoussakis

Title: Assistant Secretary

NRG CONSTRUCTION LLC

By: /s/ Rachel Smith

Name: Rachel Smith

Title: Treasurer

Signature Page to Seventy-Seventh Supplemental Indenture

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NRG BACKUP GENERATION SERVICES LLC

NRG ENERGY LABOR SERVICES LLC

NRG ENERGY SERVICES LLC

NRG HOMER CITY SERVICES LLC

NRG MAINTENANCE SERVICES LLC

By: /s/ Gaetan Frotte

Name: Gaetan Frotte

Title: Vice President and Treasurer

NRG ILION LIMITED PARTNERSHIP

By: NRG Rockford Acquisition LLC, its General Partner

By: /s/ Lynne Przychodzki

Name: Lynne Przychodzki

Title: Assistant Secretary

NRG SOUTH TEXAS LP

By: Texas Genco GP, LLC, its General Partner

By: /s/ Chrisoula Manoussakis

Name: Chrisoula Manoussakis

Title: Assistant Secretary

TEXAS GENCO SERVICES, LP

By: New Genco GP, LLC, its General Partner

By: /s/ Chrisoula Manoussakis

Name: Chrisoula Manoussakis

Title: Assistant Secretary

EVERYTHING ENERGY LLC

RE RETAIL RECEIVABLES, LLC

RELIANT ENERGY NORTHEAST LLC  
RELIANT ENERGY POWER SUPPLY LLC  
RELIANT ENERGY RETAIL HOLDINGS, LLC  
RELIANT ENERGY RETAIL SERVICES, LLC  
INDEPENDENCE ENERGY GROUP LLC

By: /s/ Lynne Przychodzki

Name: Lynne Przychodzki

Title: Secretary

Signature Page to Seventy-Seventh Supplemental Indenture

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ENERGY ALTERNATIVES WHOLESAL, LLC  
LOUISIANA GENERATING LLC  
NEW GENCO GP, LLC  
NRG NEW ROADS HOLDINGS LLC  
NRG TEXAS HOLDING INC.  
NRG TEXAS LLC  
NRG TEXAS POWER LLC  
TEXAS GENCO FINANCING CORP.  
TEXAS GENCO HOLDINGS, INC.  
TEXAS GENCO OPERATING SERVICES, LLC  
TEXAS GENCO GP, LLC  
TEXAS GENCO LP, LLC

By: /s/ Chrisoula Manoussakis

Name: Chrisoula Manoussakis

Title: Assistant Secretary

Signature Page to Seventy-Seventh Supplemental Indenture

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LAW DEBENTURE TRUST COMPANY OF NEW YORK,  
as Trustee

By: /s/ James D. Heaney

Name: James D. Heaney

Title: Managing Director

Signature Page to Seventy-Seventh Supplemental Indenture

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SEVENTY-EIGHTH SUPPLEMENTAL INDENTURE FOR  
ADDITIONAL SUBSIDIARY GUARANTEES

SEVENTY-EIGHTH SUPPLEMENTAL INDENTURE (this “*Supplemental Indenture for Additional Guarantees*”), as of January 3, 2013, among Allied Home Warranty GP LLC and NRG Home Solutions LLC (each, a “*Guaranteeing Subsidiary*” and collectively the “*Guaranteeing Subsidiaries*”), each a subsidiary of NRG Energy, Inc., a Delaware corporation (the “*Company*”), the Company, the Existing Guarantors set forth on the signature pages hereto (the “*Existing Guarantors*”) and Law Debenture Trust Company of New York, as trustee under the Indenture referred to below (the “*Trustee*”).

W I T N E S S E T H

WHEREAS, the Company has heretofore executed and delivered to the Trustee an indenture (the “*Base Indenture*”), dated as of February 2, 2006, between the Company and the Trustee, as amended by a Thirty-Sixth Supplemental Indenture (the “*Thirty-Sixth Supplemental Indenture*”), dated as of August 20, 2010, among the Company, the Existing Guarantors party thereto and the Trustee, providing for the original issuance of an aggregate principal amount of \$1,100 million of 8.25% Senior Notes due 2020 (the “*Initial Notes*”), and, subject to the terms of the Thirty-Sixth Supplemental Indenture, future unlimited issuances of 8.25% Senior Notes due 2020 (the “*Additional Notes*,” and together with the Initial Notes, the “*Notes*”), a forty-first supplemental indenture, dated as of December 15, 2010, among the Company, the Existing Guarantors party thereto and the Trustee (the “*Forty-First Supplemental Indenture*”), a forty-third supplemental indenture, dated as of April 22, 2011, among the Company, the Existing Guarantors party thereto and the Trustee (the “*Forty-Third Supplemental Indenture*”), a forty-eighth supplemental indenture, dated as of May 20, 2011, among the Company, the Existing Guarantors party thereto and the Trustee (the “*Forty-Eighth Supplemental Indenture*”), a fifty-fourth supplemental indenture, dated as of November 8, 2011, among the Company, the Existing Guarantors party thereto and the Trustee (the “*Fifty-Fourth Supplemental Indenture*”), a sixtieth supplemental indenture, dated as of April 5, 2012, among the Company, the Existing Guarantors party thereto and the Trustee (the “*Sixtieth Supplemental Indenture*”), a sixty-sixth supplemental indenture, dated as of May 9, 2012, among the Company, the Existing Guarantors party thereto and the Trustee (the “*Sixty-Sixth Supplemental Indenture*”), and a seventy-second supplemental indenture, dated as of October 9, 2012, among the Company, the Existing Guarantors and the Trustee (the “*Seventy-Second Supplemental Indenture*” and together with the Base Indenture, the Thirty-Sixth Supplemental Indenture, the Forty-First Supplemental Indenture, the Forty-Third Supplemental Indenture, the Forty-Eighth Supplemental Indenture, the Fifty-Fourth Supplemental Indenture, the Sixtieth Supplemental Indenture and the Sixty-Sixth Supplemental Indenture, the “*Indenture*”);

WHEREAS, the Indenture provides that under certain circumstances the Guaranteeing Subsidiaries shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteeing Subsidiaries shall unconditionally guarantee all of the Company’s Obligations under the Notes and the Indenture (the “*Additional Guarantees*”); and

WHEREAS, pursuant to Section 4.17 of the Thirty-Sixth Supplemental Indenture, the Trustee, the Company and the Existing Guarantors are authorized and required to execute and deliver this Supplemental Indenture for Additional Guarantees.

NOW THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt of which is hereby acknowledged, the Guaranteeing Subsidiaries, the Trustee, the Company and the Existing Guarantors mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

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1. *Capitalized Terms.* Unless otherwise defined in this Supplemental Indenture for Additional Guarantees, capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. *Agreement to Be Bound; Guarantee.* Each Guaranteeing Subsidiary hereby becomes party to the Indenture as Guarantor and as such will have all of the rights and be subject to all of the Obligations and agreements of a Guarantor under the Indenture. Each Guaranteeing Subsidiary hereby agrees to be bound by all of the provisions of the Indenture applicable to a Guarantor and to perform all of the Obligations and agreements of a Guarantor under the Indenture. In furtherance of the foregoing, each Guaranteeing Subsidiary shall be deemed a Guarantor for purposes of Article 10 of the Thirty-Sixth Supplemental Indenture, including, without limitation, Section 10.02 thereof.

3. ***NEW YORK LAW TO GOVERN. THE INTERNAL LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS SUPPLEMENTAL INDENTURE FOR ADDITIONAL GUARANTEES BUT WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.***

4. *Counterparts.* The parties may sign any number of copies of this Supplemental Indenture for Additional Guarantees. Each signed copy shall be an original, but all of them together represent the same agreement.

5. *Effect of Headings.* The Section headings herein are for convenience only and shall not affect the construction hereof.

6. *The Trustee.* The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture for Additional Guarantees or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiaries and the Company.

7. *Ratification of Indenture; Supplemental Indenture for Additional Guarantees Part of Indenture.* Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture for Additional Guarantees shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

[Signatures on following pages]

2

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IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture for Additional Guarantees to be duly executed and attested, all as of the date first above written.

GUARANTEEING SUBSIDIARIES:

ALLIED HOME WARRANTY GP LLC

By: /s/ Gaetan Frotte

Name: Gaetan Frotte

Title: Vice President & Treasurer

NRG HOME SOLUTIONS LLC

By: /s/ Gaetan Frotte

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Name: Gaetan Frotte  
Title: Vice President & Treasurer

Signature Page to Seventy-Eighth Supplemental Indenture

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ISSUER:

NRG ENERGY, INC.

By: /s/ Brian Curci

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Name: Brian Curci  
Title: Corporate Secretary

EXISTING GUARANTORS:

ARTHUR KILL POWER LLC  
ASTORIA GAS TURBINE POWER LLC  
CABRILLO POWER I LLC  
CABRILLO POWER II LLC  
CONEMAUGH POWER LLC  
CONNECTICUT JET POWER LLC  
DEVON POWER LLC  
DUNKIRK POWER LLC  
EASTERN SIERRA ENERGY COMPANY LLC  
EL SEGUNDO POWER, LLC  
EL SEGUNDO POWER II LLC  
ENERGY PROTECTION INSURANCE COMPANY  
HUNTLEY POWER LLC  
INDIAN RIVER OPERATIONS INC.  
INDIAN RIVER POWER LLC  
KEYSTONE POWER LLC  
MERIDEN GAS TURBINES LLC  
MIDDLETOWN POWER LLC  
MONTVILLE POWER LLC  
NEO CORPORATION  
NEO FREEHOLD-GEN LLC  
NEO POWER SERVICES INC.  
NORWALK POWER LLC  
NRG AFFILIATE SERVICES INC.  
NRG ARTHUR KILL OPERATIONS INC.  
NRG ASTORIA GAS TURBINE OPERATIONS INC.  
NRG BAYOU COVE LLC  
NRG CABRILLO POWER OPERATIONS INC.  
NRG CALIFORNIA PEAKER OPERATIONS LLC  
NRG CEDAR BAYOU DEVELOPMENT COMPANY, LLC



Signature Page to Seventy-Eighth Supplemental Indenture

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NRG DEVELOPMENT COMPANY INC.  
NRG DEVON OPERATIONS INC.  
NRG DUNKIRK OPERATIONS INC.  
NRG EL SEGUNDO OPERATIONS INC.  
NRG ENERGY SERVICES GROUP LLC  
NRG GENERATION HOLDINGS, INC.  
NRG HUNTLEY OPERATIONS INC.  
NRG ILION LP LLC  
NRG INTERNATIONAL LLC  
NRG MEXTRANS INC.  
NRG MIDATLANTIC AFFILIATE SERVICES INC.  
NRG MIDDLETOWN OPERATIONS INC.  
NRG MONTVILLE OPERATIONS INC.  
NRG NORTH CENTRAL OPERATIONS INC.  
NRG NORTHEAST AFFILIATE SERVICES INC.  
NRG NORWALK HARBOR OPERATIONS INC.  
NRG OPERATING SERVICES, INC.  
NRG OSWEGO HARBOR POWER OPERATIONS INC.  
NRG PACGEN INC.  
NRG RETAIL LLC  
NRG ROCKFORD ACQUISITION LLC  
NRG SAGUARO OPERATIONS INC.  
NRG SERVICES CORPORATION  
NRG SIMPLYSMART SOLUTIONS LLC  
NRG SOUTH CENTRAL AFFILIATE SERVICES INC.  
NRG SOUTH CENTRAL GENERATING LLC  
NRG SOUTH CENTRAL OPERATIONS INC.  
NRG TEXAS C&I SUPPLY LLC  
NRG WEST COAST LLC  
NRG WESTERN AFFILIATE SERVICES INC.  
O' BRIEN COGENERATION, INC. II  
ONSITE ENERGY, INC.  
OSWEGO HARBOR POWER LLC  
RERH HOLDINGS, LLC  
SAGUARO POWER LLC  
SOMERSET OPERATIONS INC.

By: /s/ Lynne Przychodzki

Name: Lynne Przychodzki

Title: Assistant Secretary

Signature Page to Seventy-Eighth Supplemental Indenture

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SOMERSET POWER LLC  
US RETAILERS LLC  
VIENNA OPERATIONS INC.  
VIENNA POWER LLC  
WCP (GENERATION) HOLDINGS LLC  
WEST COAST POWER LLC

CARBON MANAGEMENT SOLUTIONS LLC  
CLEAN EDGE ENERGY LLC  
COTTONWOOD DEVELOPMENT LLC  
COTTONWOOD GENERATING PARTNERS I LLC  
COTTONWOOD GENERATING PARTNERS II LLC  
COTTONWOOD GENERATING PARTNERS III LLC  
ENERGY PLUS HOLDINGS LLC  
ENERGY PLUS NATURAL GAS LLC  
GREEN MOUNTAIN ENERGY COMPANY (NY COM) LLC  
GREEN MOUNTAIN ENERGY COMPANY (NY RES) LLC  
INDEPENDENCE ENERGY ALLIANCE LLC  
INDEPENDENCE ENERGY NATURAL GAS LLC  
LANGFORD WIND POWER, LLC  
NRG ARTESIAN ENERGY LLC  
NRG DISPATCH SERVICES LLC  
NRG HOME & BUSINESS SOLUTIONS LLC  
NRG HOME SOLUTIONS PRODUCT LLC  
NRG IDENTITY PROTECT LLC  
NRG NEW JERSEY ENERGY SALES LLC  
NRG POWER MARKETING LLC  
NRG RENTER' S PROTECTION LLC  
NRG SECURITY LLC  
NRG UNEMPLOYMENT PROTECTION LLC  
NRG WARRANTY SERVICES LLC

By: /s/ Lynne Przychodzki

Name: Lynne Przychodzki

Title: Assistant Secretary

Signature Page to Seventy-Eighth Supplemental Indenture

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COTTONWOOD ENERGY COMPANY LP  
By: Cottonwood Generating Partners I LLC, its General Partner

By: /s/ Lynne Przychodzki

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Name: Lynne Przychodzki  
Title: Assistant Secretary

COTTONWOOD TECHNOLOGY PARTNERS LP  
By: Cottonwood Generating Partners I LLC, its General Partner

By: /s/ Lynne Przychodzki  
Name: Lynne Przychodzki  
Title: Assistant Secretary

ELBOW CREEK WIND PROJECT LLC

By: /s/ Lynne Przychodzki  
Name: Lynne Przychodzki  
Title: Assistant Secretary

GCP FUNDING COMPANY, LLC

By: /s/ Chrisoula Manoussakis  
Name: Chrisoula Manoussakis  
Title: Assistant Secretary

GREEN MOUNTAIN ENERGY COMPANY

By: /s/ Chrisoula Manoussakis  
Name: Chrisoula Manoussakis  
Title: Assistant Secretary

NRG CONSTRUCTION LLC

By: /s/ Rachel Smith  
Name: Rachel Smith  
Title: Treasurer

Signature Page to Seventy-Eighth Supplemental Indenture

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NRG BACKUP GENERATION SERVICES LLC  
NRG ENERGY LABOR SERVICES LLC  
NRG ENERGY SERVICES LLC  
NRG HOMER CITY SERVICES LLC  
NRG MAINTENANCE SERVICES LLC

By: /s/ Gaetan Frotte

Name: Gaetan Frotte

Title: Vice President and Treasurer

NRG ILION LIMITED PARTNERSHIP

By: NRG Rockford Acquisition LLC, its General Partner

By: /s/ Lynne Przychodzki

Name: Lynne Przychodzki

Title: Assistant Secretary

NRG SOUTH TEXAS LP

By: Texas Genco GP, LLC, its General Partner

By: /s/ Chrisoula Manoussakis

Name: Chrisoula Manoussakis

Title: Assistant Secretary

TEXAS GENCO SERVICES, LP

By: New Genco GP, LLC, its General Partner

By: /s/ Chrisoula Manoussakis

Name: Chrisoula Manoussakis

Title: Assistant Secretary

EVERYTHING ENERGY LLC  
RE RETAIL RECEIVABLES, LLC  
RELIANT ENERGY NORTHEAST LLC  
RELIANT ENERGY POWER SUPPLY LLC  
RELIANT ENERGY RETAIL HOLDINGS, LLC  
RELIANT ENERGY RETAIL SERVICES, LLC  
INDEPENDENCE ENERGY GROUP LLC

By: /s/ Lynne Przychodzki

Name: Lynne Przychodzki

Title: Secretary

Signature Page to Seventy-Eighth Supplemental Indenture

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ENERGY ALTERNATIVES WHOLESale, LLC  
LOUISIANA GENERATING LLC  
NEW GENCO GP, LLC  
NRG NEW ROADS HOLDINGS LLC  
NRG TEXAS HOLDING INC.  
NRG TEXAS LLC  
NRG TEXAS POWER LLC  
TEXAS GENCO FINANCING CORP.  
TEXAS GENCO HOLDINGS, INC.  
TEXAS GENCO OPERATING SERVICES, LLC  
TEXAS GENCO GP, LLC  
TEXAS GENCO LP, LLC

By: /s/ Chrisoula Manoussakis

Name: Chrisoula Manoussakis

Title: Assistant Secretary

Signature Page to Seventy-Eighth Supplemental Indenture

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LAW DEBENTURE TRUST COMPANY OF NEW YORK,  
as Trustee

By: /s/ James D. Heaney

Name: James D. Heaney

Title: Managing Director

Signature Page to Seventy-Eighth Supplemental Indenture

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SEVENTY-NINTH SUPPLEMENTAL INDENTURE FOR  
ADDITIONAL SUBSIDIARY GUARANTEES

SEVENTY-NINTH SUPPLEMENTAL INDENTURE (this “*Supplemental Indenture for Additional Guarantees*”), dated as of January 3, 2013, among Allied Home Warranty GP LLC and NRG Home Solutions LLC (each a “*Guaranteeing Subsidiary*” and collectively the “*Guaranteeing Subsidiaries*”), each a subsidiary of NRG Energy, Inc., a Delaware corporation (the “*Company*”), the Company, the Existing Guarantors set forth on the signature pages hereto (the “*Existing Guarantors*”) and Law Debenture Trust Company of New York, as trustee under the Indenture referred to below (the “*Trustee*”).

W I T N E S S E T H

WHEREAS, the Company has heretofore executed and delivered to the Trustee an indenture (the “*Base Indenture*”), dated as of February 2, 2006, between the Company and the Trustee, as amended by a forty-second supplemental indenture (the “*Forty-Second Supplemental Indenture*”), dated as of January 26, 2011, among the Company, the Guarantors party thereto and the Trustee, providing for the original issuance of an aggregate principal amount of \$1,200 million of 7.625% Senior Notes due 2018 (the “*Initial Notes*”), and, subject to the terms of the Forty-Second Supplemental Indenture, future unlimited issuances of 7.625% Senior Notes due 2018 (the “*Additional Notes*,” and together with the Initial Notes, the “*Notes*”), as amended by a forty-ninth supplemental indenture, dated as of May 20, 2011, among the Company, the Existing Guarantors party thereto and the Trustee (the “*Forty-Ninth Supplemental Indenture*”), a fifty-fifth supplemental indenture, dated as of November 8, 2011, among the Company, the Existing Guarantors party thereto and the Trustee (the “*Fifty-Fifth Supplemental Indenture*”), a sixty-first supplemental indenture, dated as of April 5, 2012, among the Company, the Existing Guarantors party thereto and the Trustee (the “*Sixty-First Supplemental Indenture*”), a sixty-seventh supplemental indenture, dated as of May 9, 2012, among the Company, the Existing Guarantors party thereto and the Trustee (the “*Sixty-Seventh Supplemental Indenture*”), and a seventy-third supplemental indenture, dated as of October 9, 2012, among the Company, the Existing Guarantors and the Trustee (the “*Seventy-Third Supplemental Indenture*” and together with the Base Indenture, the Forty-Second Supplemental Indenture, the Forty-Ninth Supplemental Indenture, the Fifty-Fifth Supplemental Indenture, the Sixty-First Supplemental Indenture and the Sixty-Seventh Supplemental Indenture, the “*Indenture*”);

WHEREAS, the Indenture provides that under certain circumstances the Guaranteeing Subsidiaries shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteeing Subsidiaries shall unconditionally guarantee all of the Company’s Obligations under the Notes and the Indenture (the “*Additional Guarantees*”); and

WHEREAS, pursuant to Section 4.17 of the Forty-Second Supplemental Indenture, the Trustee, the Company and the Existing Guarantors are authorized and required to execute and deliver this Supplemental Indenture for Additional Guarantees.

NOW THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt of which is hereby acknowledged, the Guaranteeing Subsidiaries, the Trustee, the Company and the Existing Guarantors mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. *Capitalized Terms.* Unless otherwise defined in this Supplemental Indenture for Additional Guarantees, capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. *Agreement to Be Bound; Guarantee.* Each Guaranteeing Subsidiary hereby becomes party to the Indenture as Guarantor and as such will have all of the rights and be subject to all of the Obligations and agreements of a Guarantor under the Indenture. Each Guaranteeing Subsidiary hereby agrees to be bound by all of the provisions of the Indenture applicable to a Guarantor

and to perform all of the Obligations and agreements of a Guarantor under the Indenture. In furtherance of the foregoing, each Guaranteeing Subsidiary shall be deemed a Guarantor for purposes of Article 10 of the Forty-Second Supplemental Indenture, including, without limitation, Section 10.02 thereof.

3. ***NEW YORK LAW TO GOVERN. THE INTERNAL LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS SUPPLEMENTAL INDENTURE FOR ADDITIONAL GUARANTEES BUT WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.***

4. *Counterparts.* The parties may sign any number of copies of this Supplemental Indenture for Additional Guarantees. Each signed copy shall be an original, but all of them together represent the same agreement.

5. *Effect of Headings.* The Section headings herein are for convenience only and shall not affect the construction hereof.

6. *The Trustee.* The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture for Additional Guarantees or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiaries and the Company.

7. *Ratification of Indenture; Supplemental Indenture for Additional Guarantees Part of Indenture.* Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture for Additional Guarantees shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

[Signatures on following pages]

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IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture for Additional Guarantees to be duly executed and attested, all as of the date first above written.

GUARANTEEING SUBSIDIARIES:

ALLIED HOME WARRANTY GP LLC

By: /s/ Gaetan Frotte

Name: Gaetan Frotte

Title: Vice President & Treasurer

NRG HOME SOLUTIONS LLC

By: /s/ Gaetan Frotte

Name: Gaetan Frotte

Title: Vice President & Treasurer

Signature Page to Seventy-Ninth Supplemental Indenture

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ISSUER:

NRG ENERGY, INC.

By: /s/ Brian Curci

Name: Brian Curci

Title: Corporate Secretary

EXISTING GUARANTORS:

ARTHUR KILL POWER LLC  
ASTORIA GAS TURBINE POWER LLC  
CABRILLO POWER I LLC  
CABRILLO POWER II LLC  
CONEMAUGH POWER LLC  
CONNECTICUT JET POWER LLC  
DEVON POWER LLC  
DUNKIRK POWER LLC  
EASTERN SIERRA ENERGY COMPANY LLC  
EL SEGUNDO POWER, LLC  
EL SEGUNDO POWER II LLC  
ENERGY PROTECTION INSURANCE COMPANY  
HUNTLEY POWER LLC  
INDIAN RIVER OPERATIONS INC.  
INDIAN RIVER POWER LLC  
KEYSTONE POWER LLC  
MERIDEN GAS TURBINES LLC  
MIDDLETOWN POWER LLC  
MONTVILLE POWER LLC  
NEO CORPORATION  
NEO FREEHOLD-GEN LLC  
NEO POWER SERVICES INC.  
NORWALK POWER LLC  
NRG AFFILIATE SERVICES INC.  
NRG ARTHUR KILL OPERATIONS INC.  
NRG ASTORIA GAS TURBINE OPERATIONS INC.  
NRG BAYOU COVE LLC  
NRG CABRILLO POWER OPERATIONS INC.  
NRG CALIFORNIA PEAKER OPERATIONS LLC  
NRG CEDAR BAYOU DEVELOPMENT COMPANY, LLC  
NRG CONNECTICUT AFFILIATE SERVICES INC.



NRG DEVELOPMENT COMPANY INC.  
NRG DEVON OPERATIONS INC.  
NRG DUNKIRK OPERATIONS INC.  
NRG EL SEGUNDO OPERATIONS INC.  
NRG ENERGY SERVICES GROUP LLC  
NRG GENERATION HOLDINGS, INC.  
NRG HUNTLEY OPERATIONS INC.  
NRG ILION LP LLC  
NRG INTERNATIONAL LLC  
NRG MEXTRANS INC.  
NRG MIDATLANTIC AFFILIATE SERVICES INC.  
NRG MIDDLETOWN OPERATIONS INC.  
NRG MONTVILLE OPERATIONS INC.  
NRG NORTH CENTRAL OPERATIONS INC.  
NRG NORTHEAST AFFILIATE SERVICES INC.  
NRG NORWALK HARBOR OPERATIONS INC.  
NRG OPERATING SERVICES, INC.  
NRG OSWEGO HARBOR POWER OPERATIONS INC.  
NRG PACGEN INC.  
NRG RETAIL LLC  
NRG ROCKFORD ACQUISITION LLC  
NRG SAGUARO OPERATIONS INC.  
NRG SERVICES CORPORATION  
NRG SIMPLYSMART SOLUTIONS LLC  
NRG SOUTH CENTRAL AFFILIATE SERVICES INC.  
NRG SOUTH CENTRAL GENERATING LLC  
NRG SOUTH CENTRAL OPERATIONS INC.  
NRG TEXAS C&I SUPPLY LLC  
NRG WEST COAST LLC  
NRG WESTERN AFFILIATE SERVICES INC.  
O' BRIEN COGENERATION, INC. II  
ONSITE ENERGY, INC.  
OSWEGO HARBOR POWER LLC  
RERH HOLDINGS, LLC  
SAGUARO POWER LLC  
SOMERSET OPERATIONS INC.

By: /s/ Lynne Przychodzki

Name: Lynne Przychodzki

Title: Assistant Secretary

SOMERSET POWER LLC  
US RETAILERS LLC  
VIENNA OPERATIONS INC.  
VIENNA POWER LLC  
WCP (GENERATION) HOLDINGS LLC  
WEST COAST POWER LLC

CARBON MANAGEMENT SOLUTIONS LLC  
CLEAN EDGE ENERGY LLC  
COTTONWOOD DEVELOPMENT LLC  
COTTONWOOD GENERATING PARTNERS I LLC  
COTTONWOOD GENERATING PARTNERS II LLC  
COTTONWOOD GENERATING PARTNERS III LLC  
ENERGY PLUS HOLDINGS LLC  
ENERGY PLUS NATURAL GAS LLC  
GREEN MOUNTAIN ENERGY COMPANY (NY COM) LLC  
GREEN MOUNTAIN ENERGY COMPANY (NY RES) LLC  
INDEPENDENCE ENERGY ALLIANCE LLC  
INDEPENDENCE ENERGY NATURAL GAS LLC  
LANGFORD WIND POWER, LLC  
NRG ARTESIAN ENERGY LLC  
NRG DISPATCH SERVICES LLC  
NRG HOME & BUSINESS SOLUTIONS LLC  
NRG HOME SOLUTIONS PRODUCT LLC  
NRG IDENTITY PROTECT LLC  
NRG NEW JERSEY ENERGY SALES LLC  
NRG POWER MARKETING LLC  
NRG RENTER' S PROTECTION LLC  
NRG SECURITY LLC  
NRG UNEMPLOYMENT PROTECTION LLC  
NRG WARRANTY SERVICES LLC

By: /s/ Lynne Przychodzki

Name: Lynne Przychodzki

Title: Assistant Secretary

Signature Page to Seventy-Ninth Supplemental Indenture

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COTTONWOOD ENERGY COMPANY LP

By: Cottonwood Generating Partners I LLC, its General Partner

By: /s/ Lynne Przychodzki

Name: Lynne Przychodzki

Title: Assistant Secretary

COTTONWOOD TECHNOLOGY PARTNERS LP

By: Cottonwood Generating Partners I LLC, its General Partner

By: /s/ Lynne Przychodzki

Name: Lynne Przychodzki

Title: Assistant Secretary

ELBOW CREEK WIND PROJECT LLC

By: /s/ Lynne Przychodzki

Name: Lynne Przychodzki

Title: Assistant Secretary

GCP FUNDING COMPANY, LLC

By: /s/ Chrisoula Manoussakis

Name: Chrisoula Manoussakis

Title: Assistant Secretary

GREEN MOUNTAIN ENERGY COMPANY

By: /s/ Chrisoula Manoussakis

Name: Chrisoula Manoussakis

Title: Assistant Secretary

NRG CONSTRUCTION LLC

By: /s/ Rachel Smith

Name: Rachel Smith

Title: Treasurer

Signature Page to Seventy-Ninth Supplemental Indenture

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NRG BACKUP GENERATION SERVICES LLC

NRG ENERGY LABOR SERVICES LLC

NRG ENERGY SERVICES LLC  
NRG HOMER CITY SERVICES LLC  
NRG MAINTENANCE SERVICES LLC

By: /s/ Gaetan Frotte

Name: Gaetan Frotte

Title: Vice President and Treasurer

NRG ILION LIMITED PARTNERSHIP

By: NRG Rockford Acquisition LLC, its General Partner

By: /s/ Lynne Przychodzki

Name: Lynne Przychodzki

Title: Assistant Secretary

NRG SOUTH TEXAS LP

By: Texas Genco GP, LLC, its General Partner

By: /s/ Chrisoula Manoussakis

Name: Chrisoula Manoussakis

Title: Assistant Secretary

TEXAS GENCO SERVICES, LP

By: New Genco GP, LLC, its General Partner

By: /s/ Chrisoula Manoussakis

Name: Chrisoula Manoussakis

Title: Assistant Secretary

EVERYTHING ENERGY LLC  
RE RETAIL RECEIVABLES, LLC  
RELIANT ENERGY NORTHEAST LLC  
RELIANT ENERGY POWER SUPPLY LLC  
RELIANT ENERGY RETAIL HOLDINGS, LLC  
RELIANT ENERGY RETAIL SERVICES, LLC  
INDEPENDENCE ENERGY GROUP LLC

By: /s/ Lynne Przychodzki

Name: Lynne Przychodzki

Title: Secretary

Signature Page to Seventy-Ninth Supplemental Indenture

---

ENERGY ALTERNATIVES WHOLESale, LLC  
LOUISIANA GENERATING LLC  
NEW GENCO GP, LLC  
NRG NEW ROADS HOLDINGS LLC  
NRG TEXAS HOLDING INC.  
NRG TEXAS LLC  
NRG TEXAS POWER LLC  
TEXAS GENCO FINANCING CORP.  
TEXAS GENCO HOLDINGS, INC.  
TEXAS GENCO OPERATING SERVICES, LLC  
TEXAS GENCO GP, LLC  
TEXAS GENCO LP, LLC

By: /s/ Chrisoula Manoussakis

Name: Chrisoula Manoussakis

Title: Assistant Secretary

Signature Page to Seventy-Ninth Supplemental Indenture

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LAW DEBENTURE TRUST COMPANY OF NEW YORK,  
as Trustee

By: /s/ James D. Heaney

Name: James D. Heaney

Title: Managing Director

Signature Page to Seventy-Ninth Supplemental Indenture

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EIGHTIETH SUPPLEMENTAL INDENTURE FOR  
ADDITIONAL SUBSIDIARY GUARANTEES

EIGHTIETH SUPPLEMENTAL INDENTURE (this “*Supplemental Indenture for Additional Guarantees*”), dated as of January 3, 2013, among Allied Home Warranty GP LLC and NRG Home Solutions LLC (each a “*Guaranteeing Subsidiary*” and collectively the “*Guaranteeing Subsidiaries*”), each a subsidiary of NRG Energy, Inc., a Delaware corporation (the “*Company*”), the Company, the Existing Guarantors set forth on the signature pages hereto (the “*Existing Guarantors*”) and Law Debenture Trust Company of New York, as trustee under the Indenture referred to below (the “*Trustee*”).

W I T N E S S E T H

WHEREAS, the Company has heretofore executed and delivered to the Trustee an indenture (the “*Base Indenture*”), dated as of February 2, 2006, between the Company and the Trustee, as amended by a fiftieth supplemental indenture (the “*Fiftieth Supplemental Indenture*”), dated as of May 24, 2011, among the Company, the Existing Guarantors party thereto and the Trustee, providing for the original issuance of an aggregate principal amount of \$800 million of 7.625% Senior Notes due 2019 (the “*Initial Notes*”), and, subject to the terms of the Fiftieth Supplemental Indenture, future unlimited issuances of 7.625% Senior Notes due 2019 (the “*Additional Notes*,” and together with the Initial Notes, the “*Notes*”), as amended by a fifty-sixth supplemental indenture, dated as of November 8, 2011, among the Company, the Existing Guarantors party thereto and the Trustee (the “*Fifty-Sixth Supplemental Indenture*”), a sixty-second supplemental indenture, dated as of April 5, 2012, among the Company, the Existing Guarantors party thereto and the Trustee (the “*Sixty-Second Supplemental Indenture*”), a sixty-eighth supplemental indenture, dated as of May 9, 2012, among the Company, the Existing Guarantors party thereto and the Trustee (the “*Sixty-Eighth Supplemental Indenture*”), and a seventy-fourth supplemental indenture, dated as of October 9, 2012, among the Company, the Existing Guarantors and the Trustee (the “*Seventy-Fourth Supplemental Indenture*” and together with the Base Indenture, the Fiftieth Supplemental Indenture, the Fifty-Sixth Supplemental Indenture, the Sixty-Second Supplemental Indenture and the Sixty-Eighth Supplemental Indenture, the “*Indenture*”);

WHEREAS, the Indenture provides that under certain circumstances the Guaranteeing Subsidiaries shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteeing Subsidiaries shall unconditionally guarantee all of the Company’s Obligations under the Notes and the Indenture (the “*Additional Guarantees*”); and

WHEREAS, pursuant to Section 4.17 of the Fiftieth Supplemental Indenture, the Trustee, the Company and the Existing Guarantors are authorized and required to execute and deliver this Supplemental Indenture for Additional Guarantees.

NOW THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt of which is hereby acknowledged, the Guaranteeing Subsidiaries, the Trustee, the Company and the Existing Guarantors mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. *Capitalized Terms.* Unless otherwise defined in this Supplemental Indenture for Additional Guarantees, capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.
2. *Agreement to Be Bound; Guarantee.* Each Guaranteeing Subsidiary hereby becomes party to the Indenture as a Guarantor and as such will have all of the rights and be subject to all of the

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Obligations and agreements of a Guarantor under the Indenture. Each Guaranteeing Subsidiary hereby agrees to be bound by all of the provisions of the Indenture applicable to a Guarantor and to perform all of the Obligations and agreements of a Guarantor under the

Indenture. In furtherance of the foregoing, each Guaranting Subsidiary shall be deemed a Guarantor for purposes of Article 10 of the Fiftieth Supplemental Indenture, including, without limitation, Section 10.02 thereof.

3. ***NEW YORK LAW TO GOVERN. THE INTERNAL LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS SUPPLEMENTAL INDENTURE FOR ADDITIONAL GUARANTEES BUT WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.***

4. *Counterparts.* The parties may sign any number of copies of this Supplemental Indenture for Additional Guarantees. Each signed copy shall be an original, but all of them together represent the same agreement.

5. *Effect of Headings.* The Section headings herein are for convenience only and shall not affect the construction hereof.

6. *The Trustee.* The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture for Additional Guarantees or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranting Subsidiaries and the Company.

7. *Ratification of Indenture; Supplemental Indenture for Additional Guarantees Part of Indenture.* Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture for Additional Guarantees shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

[Signatures on following pages]

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IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture for Additional Guarantees to be duly executed and attested, all as of the date first above written.

GUARANTEERING SUBSIDIARIES:

ALLIED HOME WARRANTY GP LLC

By: /s/ Gaetan Frotte

Name: Gaetan Frotte

Title: Vice President & Treasurer

NRG HOME SOLUTIONS LLC

By: /s/ Gaetan Frotte

Name: Gaetan Frotte

Title: Vice President & Treasurer

ISSUER:

NRG ENERGY, INC.

By: /s/ Brian Curci

Name: Brian Curci

Title: Corporate Secretary

EXISTING GUARANTORS:

ARTHUR KILL POWER LLC  
ASTORIA GAS TURBINE POWER LLC  
CABRILLO POWER I LLC  
CABRILLO POWER II LLC  
CONEMAUGH POWER LLC  
CONNECTICUT JET POWER LLC  
DEVON POWER LLC  
DUNKIRK POWER LLC  
EASTERN SIERRA ENERGY COMPANY LLC  
EL SEGUNDO POWER, LLC  
EL SEGUNDO POWER II LLC  
ENERGY PROTECTION INSURANCE COMPANY  
HUNTLEY POWER LLC  
INDIAN RIVER OPERATIONS INC.  
INDIAN RIVER POWER LLC  
KEYSTONE POWER LLC  
MERIDEN GAS TURBINES LLC  
MIDDLETOWN POWER LLC  
MONTVILLE POWER LLC  
NEO CORPORATION  
NEO FREEHOLD-GEN LLC  
NEO POWER SERVICES INC.  
NORWALK POWER LLC  
NRG AFFILIATE SERVICES INC.  
NRG ARTHUR KILL OPERATIONS INC.  
NRG ASTORIA GAS TURBINE OPERATIONS INC.  
NRG BAYOU COVE LLC  
NRG CABRILLO POWER OPERATIONS INC.  
NRG CALIFORNIA PEAKER OPERATIONS LLC  
NRG CEDAR BAYOU DEVELOPMENT COMPANY, LLC  
NRG CONNECTICUT AFFILIATE SERVICES INC.



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NRG DEVELOPMENT COMPANY INC.  
NRG DEVON OPERATIONS INC.  
NRG DUNKIRK OPERATIONS INC.  
NRG EL SEGUNDO OPERATIONS INC.  
NRG ENERGY SERVICES GROUP LLC  
NRG GENERATION HOLDINGS, INC.  
NRG HUNTLEY OPERATIONS INC.  
NRG ILION LP LLC  
NRG INTERNATIONAL LLC  
NRG MEXTRANS INC.  
NRG MIDATLANTIC AFFILIATE SERVICES INC.  
NRG MIDDLETOWN OPERATIONS INC.  
NRG MONTVILLE OPERATIONS INC.  
NRG NORTH CENTRAL OPERATIONS INC.  
NRG NORTHEAST AFFILIATE SERVICES INC.  
NRG NORWALK HARBOR OPERATIONS INC.  
NRG OPERATING SERVICES, INC.  
NRG OSWEGO HARBOR POWER OPERATIONS INC.  
NRG PACGEN INC.  
NRG RETAIL LLC  
NRG ROCKFORD ACQUISITION LLC  
NRG SAGUARO OPERATIONS INC.  
NRG SERVICES CORPORATION  
NRG SIMPLYSMART SOLUTIONS LLC  
NRG SOUTH CENTRAL AFFILIATE SERVICES INC.  
NRG SOUTH CENTRAL GENERATING LLC  
NRG SOUTH CENTRAL OPERATIONS INC.  
NRG TEXAS C&I SUPPLY LLC  
NRG WEST COAST LLC  
NRG WESTERN AFFILIATE SERVICES INC.  
O' BRIEN COGENERATION, INC. II  
ONSITE ENERGY, INC.  
OSWEGO HARBOR POWER LLC  
RERH HOLDINGS, LLC  
SAGUARO POWER LLC  
SOMERSET OPERATIONS INC.

By: /s/ Lynne Przychodzki

Name: Lynne Przychodzki

Title: Assistant Secretary

Signature Page to Eightieth Supplemental Indenture

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SOMERSET POWER LLC  
US RETAILERS LLC  
VIENNA OPERATIONS INC.  
VIENNA POWER LLC  
WCP (GENERATION) HOLDINGS LLC  
WEST COAST POWER LLC

CARBON MANAGEMENT SOLUTIONS LLC  
CLEAN EDGE ENERGY LLC  
COTTONWOOD DEVELOPMENT LLC  
COTTONWOOD GENERATING PARTNERS I LLC  
COTTONWOOD GENERATING PARTNERS II LLC  
COTTONWOOD GENERATING PARTNERS III LLC  
ENERGY PLUS HOLDINGS LLC  
ENERGY PLUS NATURAL GAS LLC  
GREEN MOUNTAIN ENERGY COMPANY (NY COM) LLC  
GREEN MOUNTAIN ENERGY COMPANY (NY RES) LLC  
INDEPENDENCE ENERGY ALLIANCE LLC  
INDEPENDENCE ENERGY NATURAL GAS LLC  
LANGFORD WIND POWER, LLC  
NRG ARTESIAN ENERGY LLC  
NRG DISPATCH SERVICES LLC  
NRG HOME & BUSINESS SOLUTIONS LLC  
NRG HOME SOLUTIONS PRODUCT LLC  
NRG IDENTITY PROTECT LLC  
NRG NEW JERSEY ENERGY SALES LLC  
NRG POWER MARKETING LLC  
NRG RENTER' S PROTECTION LLC  
NRG SECURITY LLC  
NRG UNEMPLOYMENT PROTECTION LLC  
NRG WARRANTY SERVICES LLC

By: /s/ Lynne Przychodzki

Name: Lynne Przychodzki

Title: Assistant Secretary

Signature Page to Eightieth Supplemental Indenture

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COTTONWOOD ENERGY COMPANY LP

By: Cottonwood Generating Partners I LLC, its General Partner

By: /s/ Lynne Przychodzki

Name: Lynne Przychodzki

Title: Assistant Secretary

COTTONWOOD TECHNOLOGY PARTNERS LP

By: Cottonwood Generating Partners I LLC, its General Partner

By: /s/ Lynne Przychodzki

Name: Lynne Przychodzki

Title: Assistant Secretary

ELBOW CREEK WIND PROJECT LLC

By: /s/ Lynne Przychodzki

Name: Lynne Przychodzki

Title: Assistant Secretary

GCP FUNDING COMPANY, LLC

By: /s/ Chrisoula Manoussakis

Name: Chrisoula Manoussakis

Title: Assistant Secretary

GREEN MOUNTAIN ENERGY COMPANY

By: /s/ Chrisoula Manoussakis

Name: Chrisoula Manoussakis

Title: Assistant Secretary

NRG CONSTRUCTION LLC

By: /s/ Rachel Smith

Name: Rachel Smith

Title: Treasurer

Signature Page to Eightieth Supplemental Indenture

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NRG BACKUP GENERATION SERVICES LLC

NRG ENERGY LABOR SERVICES LLC

NRG ENERGY SERVICES LLC

NRG HOMER CITY SERVICES LLC  
NRG MAINTENANCE SERVICES LLC

By: /s/ Gaetan Frotte

Name: Gaetan Frotte

Title: Vice President and Treasurer

NRG ILION LIMITED PARTNERSHIP

By: NRG Rockford Acquisition LLC, its General Partner

By: /s/ Lynne Przychodzki

Name: Lynne Przychodzki

Title: Assistant Secretary

NRG SOUTH TEXAS LP

By: Texas Genco GP, LLC, its General Partner

By: /s/ Chrisoula Manoussakis

Name: Chrisoula Manoussakis

Title: Assistant Secretary

TEXAS GENCO SERVICES, LP

By: New Genco GP, LLC, its General Partner

By: /s/ Chrisoula Manoussakis

Name: Chrisoula Manoussakis

Title: Assistant Secretary

EVERYTHING ENERGY LLC  
RE RETAIL RECEIVABLES, LLC  
RELIANT ENERGY NORTHEAST LLC  
RELIANT ENERGY POWER SUPPLY LLC  
RELIANT ENERGY RETAIL HOLDINGS, LLC  
RELIANT ENERGY RETAIL SERVICES, LLC  
INDEPENDENCE ENERGY GROUP LLC

By: /s/ Lynne Przychodzki

Name: Lynne Przychodzki

Title: Secretary

Signature Page to Eightieth Supplemental Indenture

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ENERGY ALTERNATIVES WHOLESale, LLC  
LOUISIANA GENERATING LLC  
NEW GENCO GP, LLC  
NRG NEW ROADS HOLDINGS LLC  
NRG TEXAS HOLDING INC.  
NRG TEXAS LLC  
NRG TEXAS POWER LLC  
TEXAS GENCO FINANCING CORP.  
TEXAS GENCO HOLDINGS, INC.  
TEXAS GENCO OPERATING SERVICES, LLC  
TEXAS GENCO GP, LLC  
TEXAS GENCO LP, LLC

By: /s/ Chrisoula Manoussakis  
Name: Chrisoula Manoussakis  
Title: Assistant Secretary

Signature Page to Eightieth Supplemental Indenture

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LAW DEBENTURE TRUST COMPANY OF NEW YORK,  
as Trustee

By: /s/ James D. Heaney  
Name: James D. Heaney  
Title: Managing Director

Signature Page to Eightieth Supplemental Indenture

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EIGHTY-FIRST SUPPLEMENTAL INDENTURE FOR  
ADDITIONAL SUBSIDIARY GUARANTEES

EIGHTY-FIRST SUPPLEMENTAL INDENTURE (this “*Supplemental Indenture for Additional Guarantees*”), dated as of January 3, 2013, among Allied Home Warranty GP LLC and NRG Home Solutions LLC (each a “*Guaranteeing Subsidiary*” and collectively the “*Guaranteeing Subsidiaries*”), each a subsidiary of NRG Energy, Inc., a Delaware corporation (the “*Company*”), the Company, the Existing Guarantors set forth on the signature pages hereto (the “*Existing Guarantors*”) and Law Debenture Trust Company of New York, as trustee under the Indenture referred to below (the “*Trustee*”).

W I T N E S S E T H

WHEREAS, the Company has heretofore executed and delivered to the Trustee an indenture (the “*Base Indenture*”), dated as of February 2, 2006, between the Company and the Trustee, as amended by a fifty-first supplemental indenture (the “*Fifty-First Supplemental Indenture*”), dated as of May 24, 2011, among the Company, the Existing Guarantors party thereto and the Trustee, providing for the original issuance of an aggregate principal amount of \$1,200 million of 7.875% Senior Notes due 2021 (the “*Initial Notes*”), and, subject to the terms of the Fifty-First Supplemental Indenture, future unlimited issuances of 7.875% Senior Notes due 2021 (the “*Additional Notes*,” and together with the Initial Notes, the “*Notes*”), as amended by a fifty-seventh supplemental indenture, dated as of November 8, 2011, among the Company, the Existing Guarantors party thereto and the Trustee (the “*Fifty-Seventh Supplemental Indenture*”), a sixty-third supplemental indenture, dated as of April 5, 2012, among the Company, the Existing Guarantors party thereto and the Trustee (the “*Sixty-Third Supplemental Indenture*”), a sixty-ninth supplemental indenture, dated as of May 9, 2012, among the Company, the Existing Guarantors party thereto and the Trustee (the “*Sixty-Ninth Supplemental Indenture*”), and a seventy-fifth supplemental indenture, dated as of October 9, 2012, among the Company, the Existing Guarantors and the Trustee (the “*Seventy-Fifth Supplemental Indenture*” and together with the Base Indenture, the Fifty-First Supplemental Indenture, the Fifty-Seventh Supplemental Indenture, the Sixty-Third Supplemental Indenture and the Sixty-Ninth Supplemental Indenture, the “*Indenture*”);

WHEREAS, the Indenture provides that under certain circumstances the Guaranteeing Subsidiaries shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteeing Subsidiaries shall unconditionally guarantee all of the Company’s Obligations under the Notes and the Indenture (the “*Additional Guarantees*”); and

WHEREAS, pursuant to Section 4.17 of the Fifty-First Supplemental Indenture, the Trustee, the Company and the Existing Guarantors are authorized and required to execute and deliver this Supplemental Indenture for Additional Guarantees.

NOW THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt of which is hereby acknowledged, the Guaranteeing Subsidiaries, the Trustee, the Company and the Existing Guarantors mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. *Capitalized Terms.* Unless otherwise defined in this Supplemental Indenture for Additional Guarantees, capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.
2. *Agreement to Be Bound; Guarantee.* Each Guaranteeing Subsidiary hereby becomes party to the Indenture as a Guarantor and as such will have all of the rights and be subject to all of the

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Obligations and agreements of a Guarantor under the Indenture. Each Guaranteeing Subsidiary hereby agrees to be bound by all of the provisions of the Indenture applicable to a Guarantor and to perform all of the Obligations and agreements of a Guarantor under the

Indenture. In furtherance of the foregoing, each Guaranting Subsidiary shall be deemed a Guarantor for purposes of Article 10 of the Fifty-First Supplemental Indenture, including, without limitation, Section 10.02 thereof.

3. ***NEW YORK LAW TO GOVERN. THE INTERNAL LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS SUPPLEMENTAL INDENTURE FOR ADDITIONAL GUARANTEES BUT WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.***

4. *Counterparts.* The parties may sign any number of copies of this Supplemental Indenture for Additional Guarantees. Each signed copy shall be an original, but all of them together represent the same agreement.

5. *Effect of Headings.* The Section headings herein are for convenience only and shall not affect the construction hereof.

6. *The Trustee.* The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture for Additional Guarantees or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranting Subsidiaries and the Company.

7. *Ratification of Indenture; Supplemental Indenture for Additional Guarantees Part of Indenture.* Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture for Additional Guarantees shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

[Signatures on following pages]

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IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture for Additional Guarantees to be duly executed and attested, all as of the date first above written.

GUARANTEERING SUBSIDIARIES:

ALLIED HOME WARRANTY GP LLC

By: /s/ Gaetan Frotte

Name: Gaetan Frotte

Title: Vice President & Treasurer

NRG HOME SOLUTIONS LLC

By: /s/ Gaetan Frotte

Name: Gaetan Frotte

Title: Vice President & Treasurer

ISSUER:

NRG ENERGY, INC.

By: /s/ Brian Curci

Name: Brian Curci

Title: Corporate Secretary

EXISTING GUARANTORS:

ARTHUR KILL POWER LLC  
ASTORIA GAS TURBINE POWER LLC  
CABRILLO POWER I LLC  
CABRILLO POWER II LLC  
CONEMAUGH POWER LLC  
CONNECTICUT JET POWER LLC  
DEVON POWER LLC  
DUNKIRK POWER LLC  
EASTERN SIERRA ENERGY COMPANY LLC  
EL SEGUNDO POWER, LLC  
EL SEGUNDO POWER II LLC  
ENERGY PROTECTION INSURANCE COMPANY  
HUNTLEY POWER LLC  
INDIAN RIVER OPERATIONS INC.  
INDIAN RIVER POWER LLC  
KEYSTONE POWER LLC  
MERIDEN GAS TURBINES LLC  
MIDDLETOWN POWER LLC  
MONTVILLE POWER LLC  
NEO CORPORATION  
NEO FREEHOLD-GEN LLC  
NEO POWER SERVICES INC.  
NORWALK POWER LLC  
NRG AFFILIATE SERVICES INC.  
NRG ARTHUR KILL OPERATIONS INC.  
NRG ASTORIA GAS TURBINE OPERATIONS INC.  
NRG BAYOU COVE LLC  
NRG CABRILLO POWER OPERATIONS INC.  
NRG CALIFORNIA PEAKER OPERATIONS LLC  
NRG CEDAR BAYOU DEVELOPMENT COMPANY, LLC  
NRG CONNECTICUT AFFILIATE SERVICES INC.



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NRG DEVELOPMENT COMPANY INC.  
NRG DEVON OPERATIONS INC.  
NRG DUNKIRK OPERATIONS INC.  
NRG EL SEGUNDO OPERATIONS INC.  
NRG ENERGY SERVICES GROUP LLC  
NRG GENERATION HOLDINGS, INC.  
NRG HUNTLEY OPERATIONS INC.  
NRG ILION LP LLC  
NRG INTERNATIONAL LLC  
NRG MEXTRANS INC.  
NRG MIDATLANTIC AFFILIATE SERVICES INC.  
NRG MIDDLETOWN OPERATIONS INC.  
NRG MONTVILLE OPERATIONS INC.  
NRG NORTH CENTRAL OPERATIONS INC.  
NRG NORTHEAST AFFILIATE SERVICES INC.  
NRG NORWALK HARBOR OPERATIONS INC.  
NRG OPERATING SERVICES, INC.  
NRG OSWEGO HARBOR POWER OPERATIONS INC.  
NRG PACGEN INC.  
NRG RETAIL LLC  
NRG ROCKFORD ACQUISITION LLC  
NRG SAGUARO OPERATIONS INC.  
NRG SERVICES CORPORATION  
NRG SIMPLYSMART SOLUTIONS LLC  
NRG SOUTH CENTRAL AFFILIATE SERVICES INC.  
NRG SOUTH CENTRAL GENERATING LLC  
NRG SOUTH CENTRAL OPERATIONS INC.  
NRG TEXAS C&I SUPPLY LLC  
NRG WEST COAST LLC  
NRG WESTERN AFFILIATE SERVICES INC.  
O' BRIEN COGENERATION, INC. II  
ONSITE ENERGY, INC.  
OSWEGO HARBOR POWER LLC  
RERH HOLDINGS, LLC  
SAGUARO POWER LLC  
SOMERSET OPERATIONS INC.

By: /s/ Lynne Przychodzki

Name: Lynne Przychodzki

Title: Assistant Secretary

Signature Page to Eighty-First Supplemental Indenture

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SOMERSET POWER LLC  
US RETAILERS LLC  
VIENNA OPERATIONS INC.  
VIENNA POWER LLC  
WCP (GENERATION) HOLDINGS LLC  
WEST COAST POWER LLC

CARBON MANAGEMENT SOLUTIONS LLC  
CLEAN EDGE ENERGY LLC  
COTTONWOOD DEVELOPMENT LLC  
COTTONWOOD GENERATING PARTNERS I LLC  
COTTONWOOD GENERATING PARTNERS II LLC  
COTTONWOOD GENERATING PARTNERS III LLC  
ENERGY PLUS HOLDINGS LLC  
ENERGY PLUS NATURAL GAS LLC  
GREEN MOUNTAIN ENERGY COMPANY (NY COM) LLC  
GREEN MOUNTAIN ENERGY COMPANY (NY RES) LLC  
INDEPENDENCE ENERGY ALLIANCE LLC  
INDEPENDENCE ENERGY NATURAL GAS LLC  
LANGFORD WIND POWER, LLC  
NRG ARTESIAN ENERGY LLC  
NRG DISPATCH SERVICES LLC  
NRG HOME & BUSINESS SOLUTIONS LLC  
NRG HOME SOLUTIONS PRODUCT LLC  
NRG IDENTITY PROTECT LLC  
NRG NEW JERSEY ENERGY SALES LLC  
NRG POWER MARKETING LLC  
NRG RENTER' S PROTECTION LLC  
NRG SECURITY LLC  
NRG UNEMPLOYMENT PROTECTION LLC  
NRG WARRANTY SERVICES LLC

By: /s/ Lynne Przychodzki

Name: Lynne Przychodzki

Title: Assistant Secretary

Signature Page to Eighty-First Supplemental Indenture

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COTTONWOOD ENERGY COMPANY LP

By: Cottonwood Generating Partners I LLC, its General Partner

By: /s/ Lynne Przychodzki

Name: Lynne Przychodzki

Title: Assistant Secretary

COTTONWOOD TECHNOLOGY PARTNERS LP

By: Cottonwood Generating Partners I LLC, its General Partner

By: /s/ Lynne Przychodzki

Name: Lynne Przychodzki

Title: Assistant Secretary

ELBOW CREEK WIND PROJECT LLC

By: /s/ Lynne Przychodzki

Name: Lynne Przychodzki

Title: Assistant Secretary

GCP FUNDING COMPANY, LLC

By: /s/ Chrisoula Manoussakis

Name: Chrisoula Manoussakis

Title: Assistant Secretary

GREEN MOUNTAIN ENERGY COMPANY

By: /s/ Chrisoula Manoussakis

Name: Chrisoula Manoussakis

Title: Assistant Secretary

NRG CONSTRUCTION LLC

By: /s/ Rachel Smith

Name: Rachel Smith

Title: Treasurer

Signature Page to Eighty-First Supplemental Indenture

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NRG BACKUP GENERATION SERVICES LLC

NRG ENERGY LABOR SERVICES LLC

NRG ENERGY SERVICES LLC

NRG HOMER CITY SERVICES LLC  
NRG MAINTENANCE SERVICES LLC

By: /s/ Gaetan Frotte

Name: Gaetan Frotte  
Title: Vice President and Treasurer

NRG ILION LIMITED PARTNERSHIP

By: NRG Rockford Acquisition LLC, its General Partner

By: /s/ Lynne Przychodzki

Name: Lynne Przychodzki  
Title: Assistant Secretary

NRG SOUTH TEXAS LP

By: Texas Genco GP, LLC, its General Partner

By: /s/ Chrisoula Manoussakis

Name: Chrisoula Manoussakis  
Title: Assistant Secretary

TEXAS GENCO SERVICES, LP

By: New Genco GP, LLC, its General Partner

By: /s/ Chrisoula Manoussakis

Name: Chrisoula Manoussakis  
Title: Assistant Secretary

EVERYTHING ENERGY LLC  
RE RETAIL RECEIVABLES, LLC  
RELIANT ENERGY NORTHEAST LLC  
RELIANT ENERGY POWER SUPPLY LLC  
RELIANT ENERGY RETAIL HOLDINGS, LLC  
RELIANT ENERGY RETAIL SERVICES, LLC  
INDEPENDENCE ENERGY GROUP LLC

By: /s/ Lynne Przychodzki

Name: Lynne Przychodzki  
Title: Secretary

Signature Page to Eighty-First Supplemental Indenture

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ENERGY ALTERNATIVES WHOLESale, LLC  
LOUISIANA GENERATING LLC  
NEW GENCO GP, LLC  
NRG NEW ROADS HOLDINGS LLC  
NRG TEXAS HOLDING INC.  
NRG TEXAS LLC  
NRG TEXAS POWER LLC  
TEXAS GENCO FINANCING CORP.  
TEXAS GENCO HOLDINGS, INC.  
TEXAS GENCO OPERATING SERVICES, LLC  
TEXAS GENCO GP, LLC  
TEXAS GENCO LP, LLC

By: /s/ Chrisoula Manoussakis

Name: Chrisoula Manoussakis

Title: Assistant Secretary

Signature Page to Eighty-First Supplemental Indenture

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LAW DEBENTURE TRUST COMPANY OF NEW YORK,  
as Trustee

By: /s/ James D. Heaney

Name: James D. Heaney

Title: Managing Director

Signature Page to Eighty-First Supplemental Indenture

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EIGHTY-SECOND SUPPLEMENTAL INDENTURE FOR  
ADDITIONAL SUBSIDIARY GUARANTEES

EIGHTY-SECOND SUPPLEMENTAL INDENTURE (this “*Supplemental Indenture for Additional Guarantees*”), dated as of January 3, 2013, among Allied Home Warranty GP LLC and NRG Home Solutions LLC (each a “*Guaranteeing Subsidiary*” and collectively the “*Guaranteeing Subsidiaries*”), each a subsidiary of NRG Energy, Inc., a Delaware corporation (the “*Company*”), the Company, the Existing Guarantors set forth on the signature pages hereto (the “*Existing Guarantors*”) and Law Debenture Trust Company of New York, as trustee under the Indenture referred to below (the “*Trustee*”).

W I T N E S S E T H

WHEREAS, the Company has heretofore executed and delivered to the Trustee an indenture (the “*Base Indenture*”), dated as of February 2, 2006, between the Company and the Trustee, as amended by a seventieth supplemental indenture (the “*Seventieth Supplemental Indenture*”), dated as of September 24, 2012, among the Company, the Existing Guarantors party thereto and the Trustee, providing for the original issuance of an aggregate principal amount of \$990 million of 6.625% Senior Notes due 2023 (the “*Initial Notes*”), and, subject to the terms of the Seventieth Supplemental Indenture, future unlimited issuances of 6.625% Senior Notes due 2023 (the “*Additional Notes*,” and together with the Initial Notes, the “*Notes*”), as amended by a seventy-sixth supplemental indenture, dated as of October 9, 2012, among the Company, the Existing Guarantors and the Trustee (the “*Seventy-Sixth Supplemental Indenture*” and together with the Base Indenture and the Seventieth Supplemental Indenture, the “*Indenture*”).

WHEREAS, the Indenture provides that under certain circumstances the Guaranteeing Subsidiaries shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteeing Subsidiaries shall unconditionally guarantee all of the Company’s Obligations under the Notes and the Indenture (the “*Additional Guarantees*”); and

WHEREAS, pursuant to Section 4.17 of the Seventieth Supplemental Indenture, the Trustee, the Company and the Existing Guarantors are authorized and required to execute and deliver this Supplemental Indenture for Additional Guarantees.

NOW THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt of which is hereby acknowledged, the Guaranteeing Subsidiaries, the Trustee, the Company and the Existing Guarantors mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. *Capitalized Terms.* Unless otherwise defined in this Supplemental Indenture for Additional Guarantees, capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. *Agreement to Be Bound; Guarantee.* Each Guaranteeing Subsidiary hereby becomes party to the Indenture as a Guarantor and as such will have all of the rights and be subject to all of the Obligations and agreements of a Guarantor under the Indenture. Each Guaranteeing Subsidiary hereby agrees to be bound by all of the provisions of the Indenture applicable to a Guarantor and to perform all of the Obligations and agreements of a Guarantor under the Indenture. In furtherance of the foregoing, each Guaranteeing Subsidiary shall be deemed a Guarantor for purposes of Article 10 of the Seventieth Supplemental Indenture, including, without limitation, Section 10.02 thereof.

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3. ***NEW YORK LAW TO GOVERN. THE INTERNAL LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS SUPPLEMENTAL INDENTURE FOR ADDITIONAL GUARANTEES BUT***

**WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.**

4. *Counterparts.* The parties may sign any number of copies of this Supplemental Indenture for Additional Guarantees. Each signed copy shall be an original, but all of them together represent the same agreement.

5. *Effect of Headings.* The Section headings herein are for convenience only and shall not affect the construction hereof.

6. *The Trustee.* The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture for Additional Guarantees or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiaries and the Company.

7. *Ratification of Indenture; Supplemental Indenture for Additional Guarantees Part of Indenture.* Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture for Additional Guarantees shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

[Signatures on following pages]

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IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture for Additional Guarantees to be duly executed and attested, all as of the date first above written.

GUARANTEEING SUBSIDIARIES:

ALLIED HOME WARRANTY GP LLC

By: /s/ Gaetan Frotte

Name: Gaetan Frotte

Title: Vice President & Treasurer

NRG HOME SOLUTIONS LLC

By: /s/ Gaetan Frotte

Name: Gaetan Frotte

Title: Vice President & Treasurer

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ISSUER:

NRG ENERGY, INC.

By: /s/ Brian Curci

Name: Brian Curci

Title: Corporate Secretary

EXISTING GUARANTORS:

ARTHUR KILL POWER LLC  
ASTORIA GAS TURBINE POWER LLC  
CABRILLO POWER I LLC  
CABRILLO POWER II LLC  
CONEMAUGH POWER LLC  
CONNECTICUT JET POWER LLC  
DEVON POWER LLC  
DUNKIRK POWER LLC  
EASTERN SIERRA ENERGY COMPANY LLC  
EL SEGUNDO POWER, LLC  
EL SEGUNDO POWER II LLC  
ENERGY PROTECTION INSURANCE COMPANY  
HUNTLEY POWER LLC  
INDIAN RIVER OPERATIONS INC.  
INDIAN RIVER POWER LLC  
KEYSTONE POWER LLC  
MERIDEN GAS TURBINES LLC  
MIDDLETOWN POWER LLC  
MONTVILLE POWER LLC  
NEO CORPORATION  
NEO FREEHOLD-GEN LLC  
NEO POWER SERVICES INC.  
NORWALK POWER LLC  
NRG AFFILIATE SERVICES INC.  
NRG ARTHUR KILL OPERATIONS INC.  
NRG ASTORIA GAS TURBINE OPERATIONS INC.  
NRG BAYOU COVE LLC  
NRG CABRILLO POWER OPERATIONS INC.  
NRG CALIFORNIA PEAKER OPERATIONS LLC  
NRG CEDAR BAYOU DEVELOPMENT COMPANY, LLC  
NRG CONNECTICUT AFFILIATE SERVICES INC.

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NRG DEVELOPMENT COMPANY INC.



NRG DEVON OPERATIONS INC.  
NRG DUNKIRK OPERATIONS INC.  
NRG EL SEGUNDO OPERATIONS INC.  
NRG ENERGY SERVICES GROUP LLC  
NRG GENERATION HOLDINGS, INC.  
NRG HUNTLEY OPERATIONS INC.  
NRG ILION LP LLC  
NRG INTERNATIONAL LLC  
NRG MEXTRANS INC.  
NRG MIDATLANTIC AFFILIATE SERVICES INC.  
NRG MIDDLETOWN OPERATIONS INC.  
NRG MONTVILLE OPERATIONS INC.  
NRG NORTH CENTRAL OPERATIONS INC.  
NRG NORTHEAST AFFILIATE SERVICES INC.  
NRG NORWALK HARBOR OPERATIONS INC.  
NRG OPERATING SERVICES, INC.  
NRG OSWEGO HARBOR POWER OPERATIONS INC.  
NRG PACGEN INC.  
NRG RETAIL LLC  
NRG ROCKFORD ACQUISITION LLC  
NRG SAGUARO OPERATIONS INC.  
NRG SERVICES CORPORATION  
NRG SIMPLYSMART SOLUTIONS LLC  
NRG SOUTH CENTRAL AFFILIATE SERVICES INC.  
NRG SOUTH CENTRAL GENERATING LLC  
NRG SOUTH CENTRAL OPERATIONS INC.  
NRG TEXAS C&I SUPPLY LLC  
NRG WEST COAST LLC  
NRG WESTERN AFFILIATE SERVICES INC.  
O' BRIEN COGENERATION, INC. II  
ONSITE ENERGY, INC.  
OSWEGO HARBOR POWER LLC  
RERH HOLDINGS, LLC  
SAGUARO POWER LLC  
SOMERSET OPERATIONS INC.

By: /s/ Lynne Przychodzki

Name: Lynne Przychodzki

Title: Assistant Secretary

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SOMERSET POWER LLC  
US RETAILERS LLC  
VIENNA OPERATIONS INC.  
VIENNA POWER LLC

WCP (GENERATION) HOLDINGS LLC  
WEST COAST POWER LLC

CARBON MANAGEMENT SOLUTIONS LLC  
CLEAN EDGE ENERGY LLC  
COTTONWOOD DEVELOPMENT LLC  
COTTONWOOD GENERATING PARTNERS I LLC  
COTTONWOOD GENERATING PARTNERS II LLC  
COTTONWOOD GENERATING PARTNERS III LLC  
ENERGY PLUS HOLDINGS LLC  
ENERGY PLUS NATURAL GAS LLC  
GREEN MOUNTAIN ENERGY COMPANY (NY COM) LLC  
GREEN MOUNTAIN ENERGY COMPANY (NY RES) LLC  
INDEPENDENCE ENERGY ALLIANCE LLC  
INDEPENDENCE ENERGY NATURAL GAS LLC  
LANGFORD WIND POWER, LLC  
NRG ARTESIAN ENERGY LLC  
NRG DISPATCH SERVICES LLC  
NRG HOME & BUSINESS SOLUTIONS LLC  
NRG HOME SOLUTIONS PRODUCT LLC  
NRG IDENTITY PROTECT LLC  
NRG NEW JERSEY ENERGY SALES LLC  
NRG POWER MARKETING LLC  
NRG RENTER' S PROTECTION LLC  
NRG SECURITY LLC  
NRG UNEMPLOYMENT PROTECTION LLC  
NRG WARRANTY SERVICES LLC

By: /s/ Lynne Przychodzki

Name: Lynne Przychodzki

Title: Assistant Secretary

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COTTONWOOD ENERGY COMPANY LP

By: Cottonwood Generating Partners I LLC, its General Partner

By: /s/ Lynne Przychodzki

Name: Lynne Przychodzki

Title: Assistant Secretary

COTTONWOOD TECHNOLOGY PARTNERS LP

By: Cottonwood Generating Partners I LLC, its General Partner

By: /s/ Lynne Przychodzki  
Name: Lynne Przychodzki  
Title: Assistant Secretary

ELBOW CREEK WIND PROJECT LLC

By: /s/ Lynne Przychodzki  
Name: Lynne Przychodzki  
Title: Assistant Secretary

GCP FUNDING COMPANY, LLC

By: /s/ Chrisoula Manoussakis  
Name: Chrisoula Manoussakis  
Title: Assistant Secretary

GREEN MOUNTAIN ENERGY COMPANY

By: /s/ Chrisoula Manoussakis  
Name: Chrisoula Manoussakis  
Title: Assistant Secretary

NRG CONSTRUCTION LLC

By: /s/ Rachel Smith  
Name: Rachel Smith  
Title: Treasurer

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NRG BACKUP GENERATION SERVICES LLC  
NRG ENERGY LABOR SERVICES LLC  
NRG ENERGY SERVICES LLC  
NRG HOMER CITY SERVICES LLC  
NRG MAINTENANCE SERVICES LLC

By: /s/ Gaetan Frotte

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Name: Gaetan Frotte  
Title: Vice President and Treasurer

NRG ILION LIMITED PARTNERSHIP  
By: NRG Rockford Acquisition LLC, its General Partner

By: /s/ Lynne Przychodzki  
Name: Lynne Przychodzki  
Title: Assistant Secretary

NRG SOUTH TEXAS LP  
By: Texas Genco GP, LLC, its General Partner

By: /s/ Chrisoula Manoussakis  
Name: Chrisoula Manoussakis  
Title: Assistant Secretary

TEXAS GENCO SERVICES, LP  
By: New Genco GP, LLC, its General Partner

By: /s/ Chrisoula Manoussakis  
Name: Chrisoula Manoussakis  
Title: Assistant Secretary

EVERYTHING ENERGY LLC  
RE RETAIL RECEIVABLES, LLC  
RELIANT ENERGY NORTHEAST LLC  
RELIANT ENERGY POWER SUPPLY LLC  
RELIANT ENERGY RETAIL HOLDINGS, LLC  
RELIANT ENERGY RETAIL SERVICES, LLC  
INDEPENDENCE ENERGY GROUP LLC

By: /s/ Lynne Przychodzki  
Name: Lynne Przychodzki  
Title: Secretary

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ENERGY ALTERNATIVES WHOLESAL, LLC

LOUISIANA GENERATING LLC  
NEW GENCO GP, LLC  
NRG NEW ROADS HOLDINGS LLC  
NRG TEXAS HOLDING INC.  
NRG TEXAS LLC  
NRG TEXAS POWER LLC  
TEXAS GENCO FINANCING CORP.  
TEXAS GENCO HOLDINGS, INC.  
TEXAS GENCO OPERATING SERVICES, LLC  
TEXAS GENCO GP, LLC  
TEXAS GENCO LP, LLC

By: /s/ Chrisoula Manoussakis

Name: Chrisoula Manoussakis

Title: Assistant Secretary

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LAW DEBENTURE TRUST COMPANY OF NEW YORK,  
as Trustee

By: /s/ James D. Heaney

Name: James D. Heaney

Title: Managing Director

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