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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): **July 19, 2016**

**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.)

**804 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.**

### *One Hundred-Nineteenth Supplemental Indenture*

On July 19, 2016, NRG Energy, Inc. (“NRG”), the subsidiaries of NRG currently party to the 2006 Indenture (defined below), Allied Home Warranty GP LLC (the “Guaranteeing Subsidiary”), and Law Debenture Trust Company of New York, as trustee (the “Trustee”), entered into the one hundred-nineteenth supplemental indenture (the “One Hundred-Nineteenth Supplemental Indenture”), supplementing the indenture, dated as of February 2, 2006 (the “2006 Base Indenture”), as supplemented by (i) the thirty-sixth supplemental indenture, dated as of August 20, 2010 (the “Thirty-Sixth Supplemental Indenture”), 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”), (ii) the forty-second supplemental indenture, dated as of January 26, 2011 (the “Forty-Second Supplemental Indenture”), 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”), (iii) the fifty-first supplemental indenture, dated as of May 24, 2011 (the “Fifty-First Supplemental Indenture”), 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”), (iv) the seventieth supplemental indenture, dated as of September 24, 2012 (the “Seventieth Supplemental Indenture”), 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 (v) the one hundred-ninth supplemental indenture, dated as of January 27, 2014 (the “One Hundred-Ninth Supplemental Indenture,” and together with the 2006 Base Indenture, the Thirty-Sixth Supplemental Indenture, the Forty-Second Supplemental Indenture, the Fifty-First Supplemental Indenture and the Seventieth Supplemental Indenture, each as further supplemented and amended to the date hereof, the “2006 Indenture”), among NRG, the guarantors party thereto and the Trustee, pursuant to which NRG issued \$1,100,000,000 aggregate principal amount of 6.250% senior notes due 2022 (the “2022 Notes,” and collectively with the 2020 Notes, the 2018 Notes, 2021 Notes and the 2023 Notes, the “Notes”). Pursuant to the One Hundred-Nineteenth Supplemental Indenture, the Guaranteeing Subsidiary became a guarantor of NRG’s obligations under the Notes.

A copy of the One Hundred-Nineteenth Supplemental Indenture is attached as Exhibit 4.1 to this Current Report on Form 8-K and is incorporated by reference herein. The description of the material terms of the One Hundred-Nineteenth Supplemental Indenture is qualified in its entirety by reference to such exhibit.

### *Ninth Supplemental Indenture*

On July 19, 2016, NRG, the subsidiaries of NRG currently party to the 2014 Indenture (defined below), the Guaranteeing Subsidiary, and the Trustee, as trustee under the 2014 Indenture, entered into the ninth supplemental indenture (the “Ninth Supplemental Indenture”), supplementing the indenture, dated as of April 21, 2014 (the “2014 Indenture”), pursuant to which NRG issued \$1,000,000,000 aggregate principal amount of 6.25% senior notes due 2024 (the “2024 Notes”). Pursuant to the Ninth Supplemental Indenture, the Guaranteeing Subsidiary became a guarantor of NRG’s obligations under the 2024 Notes.

A copy of the Ninth Supplemental Indenture is attached as Exhibit 4.2 to this Current Report on Form 8-K and is incorporated by reference herein. The description of the material terms of the Ninth Supplemental Indenture is qualified in its entirety by reference to such exhibit.

### *Second Supplemental Indenture*

On July 19, 2016, NRG, the subsidiaries of NRG currently party to the 2016 Indenture (defined below), the Guaranteeing Subsidiary, and the Trustee, as trustee under the 2016 Indenture, entered into the second supplemental indenture (the “Second Supplemental Indenture”), supplementing the indenture, dated as of May 23, 2016 (the “2016 Base Indenture”), as supplemented by the first supplemental indenture, dated as of May 23, 2016 (the “First Supplemental Indenture” and together with the 2016 Base Indenture and the Second Supplemental Indenture, the “2016 Indenture”), among NRG, the guarantors party thereto and the Trustee, pursuant to which NRG issued \$1,000,000,000 aggregate principal amount of 7.25% senior notes due 2026 (the “2026 Notes”). Pursuant to the Second Supplemental Indenture, the Guaranteeing Subsidiary became a guarantor of NRG’s obligations under the 2026 Notes.

A copy of the Second Supplemental Indenture is attached as Exhibit 4.3 to this Current Report on Form 8-K and is incorporated by reference herein. The description of the material terms of the Second Supplemental Indenture is qualified in its entirety by reference to such exhibit.

**Item 9.01 Financial Statements and Exhibits**

(d) Exhibits

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

**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/ Brian E. Curci  
Brian E. Curci  
Deputy General Counsel and Corporate Secretary

July 25, 2016

## EXHIBIT INDEX

<b>Exhibit No.</b>	<b>Document</b>
4.1	One Hundred-Nineteenth Supplemental Indenture, dated as of July 19, 2016, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York.
4.2	Ninth Supplemental Indenture, dated as of July 19, 2016, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York.
4.3	Second Supplemental Indenture, dated as of July 19, 2016, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York.

ONE HUNDRED-NINETEENTH SUPPLEMENTAL INDENTURE FOR  
ADDITIONAL SUBSIDIARIES GUARANTEES

ONE-HUNDRED NINETEENTH SUPPLEMENTAL INDENTURE (this “*Supplemental Indenture for Additional Guarantees*”), dated as of July 19, 2016, among Allied Home Warranty GP LLC, a Delaware limited liability company (the “*Guaranteeing Subsidiary*”), 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 (i) a thirty-sixth supplemental indenture (the “*Thirty-Sixth Supplemental Indenture*”), dated as of August 20, 2010, among the Company, the 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 “*2020 Initial Notes*”), and, subject to the terms of the Thirty-Sixth Supplemental Indenture, future unlimited issuances of 8.25% Senior Notes due 2020 (the “*2020 Additional Notes*,” and together with the 2020 Initial Notes, the “*2020 Notes*”), (ii) 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 “*2018 Initial Notes*”), and, subject to the terms of the Forty-Second Supplemental Indenture, future unlimited issuances of 7.625% Senior Notes due 2018 (the “*2018 Additional Notes*,” and together with the 2018 Initial Notes, the “*2018 Notes*”), (iii) a fifty-first supplemental indenture (the “*Fifty-First Supplemental Indenture*”), dated as of May 24, 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 7.875% Senior Notes due 2021 (the “*2021 Initial Notes*”), and, subject to the terms of the Fifty-First Supplemental Indenture, future unlimited issuances of 7.875% Senior Notes due 2021 (the “*2021 Additional Notes*,” and together with the 2021 Initial Notes, the “*2021 Notes*”), (iv) a seventieth supplemental indenture (the “*Seventieth Supplemental Indenture*”), dated as of September 24, 2012, among the Company, the 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 “*2023 Initial Notes*”), and, subject to the terms of the Seventieth Supplemental Indenture, future unlimited issuances of 6.625% Senior Notes due 2023 (the “*2023 Additional Notes*,” and together with the 2023 Initial Notes, the “*2023 Notes*”), and (v) a one hundred-ninth supplemental indenture (the “*One Hundred-Ninth Supplemental Indenture*” and, collectively with the Base Indenture, the Thirty-Sixth Supplemental Indenture, the Forty-Second Supplemental Indenture, the Fifty-First Supplemental Indenture and the Seventieth Supplemental Indenture, each as further supplemented and amended to the date hereof, the “*Indenture*”), dated as of January 27, 2014, among the Company, the Guarantors party thereto and the Trustee, providing for the original issuance of an aggregate principal amount of \$1,100 million of 6.250% Senior Notes due 2022 (the “*2022 Initial Notes*”), and, subject to the terms of the One Hundred-Ninth Supplemental Indenture, future unlimited issuances of 6.250% Senior Notes due 2022 (the “*2022 Additional Notes*,” and together with the 2022 Initial Notes, the “*2022 Notes*,” which, collectively with the 2020 Notes, the 2018 Notes, the 2021 Notes and the 2023 Notes, are referred to herein as the “*Notes*”);

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

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WHEREAS, pursuant to Section 4.17 of each of the Thirty-Sixth Supplemental Indenture, the Forty-Second Supplemental Indenture, the Fifty-First Supplemental Indenture and the Seventieth Supplemental Indenture, and Section 4.16 of the One Hundred-Ninth 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 Subsidiary, 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; Guarantees.* The 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. The 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, the Guaranteeing Subsidiary shall be deemed Guarantor for purposes of Article 10 of each of the Thirty-Sixth Supplemental Indenture, the Forty-Second Supplemental Indenture, the Fifty-First Supplemental Indenture, the Seventieth Supplemental Indenture and the One Hundred-Ninth 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 Subsidiary 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]

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 SUBSIDIARY:

ALLIED HOME WARRANTY GP LLC

By: /s/ Deborah R. Fry  
Name: Deborah R. Fry  
Title: Assistant Secretary

Signature Page to One Hundred-Nineteenth Supplemental Indenture

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ISSUER:

NRG ENERGY, INC.

By: /s/ Brian Curci

Name: Brian Curci

Title: Corporate Secretary

EXISTING GUARANTORS:

ACE ENERGY, INC.  
ALLIED WARRANTY LLC  
ARTHUR KILL POWER LLC  
ASTORIA GAS TURBINE POWER LLC  
BAYOU COVE PEAKING POWER, LLC  
BIDURENERGY, INC.  
CABRILLO POWER I LLC  
CABRILLO POWER II LLC  
CARBON MANAGEMENT SOLUTIONS LLC  
CIRRO ENERGY SERVICES, INC.  
CIRRO GROUP, INC.  
CLEAN EDGE ENERGY LLC  
CONEMAUGH POWER LLC  
CONNECTICUT JET POWER LLC  
COTTONWOOD DEVELOPMENT LLC  
COTTONWOOD GENERATING PARTNERS I LLC  
COTTONWOOD GENERATING PARTNERS II LLC  
COTTONWOOD GENERATING PARTNERS III LLC  
DEVON POWER LLC  
DUNKIRK POWER LLC  
EASTERN SIERRA ENERGY COMPANY LLC  
EL SEGUNDO POWER LLC  
EL SEGUNDO POWER II LLC  
ENERGY ALTERNATIVES WHOLESALE, LLC  
ENERGY CHOICE SOLUTIONS LLC  
ENERGY PLUS HOLDINGS LLC  
ENERGY PLUS NATURAL GAS LLC  
EVERYTHING ENERGY LLC  
FORWARD HOME SECURITY, LLC  
GCP FUNDING COMPANY, LLC  
GREEN MOUNTAIN ENERGY COMPANY  
GREGORY PARTNERS, LLC

Signature Page to One Hundred-Nineteenth Supplemental Indenture

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GREGORY POWER PARTNERS LLC  
HUNTLEY POWER LLC  
INDEPENDENCE ENERGY ALLIANCE LLC  
INDEPENDENCE ENERGY GROUP LLC  
INDEPENDENCE ENERGY NATURAL GAS LLC  
INDIAN RIVER OPERATIONS INC.  
INDIAN RIVER POWER LLC  
KEYSTONE POWER LLC  
LANGFORD WIND POWER, LLC  
LOUISIANA GENERATING LLC  
MERIDEN GAS TURBINES LLC  
MIDDLETOWN POWER LLC  
MONTVILLE POWER LLC  
NEO CORPORATION  
NEO FREEHOLD-GEN LLC  
NEO POWER SERVICES INC.  
NEW GENCO GP, LLC  
NORWALK POWER LLC  
NRG ADVISORY SERVICES LLC  
NRG AFFILIATE SERVICES INC.  
NRG ARTESIAN ENERGY LLC  
NRG ARTHUR KILL OPERATIONS INC.  
NRG ASTORIA GAS TURBINE OPERATIONS INC.  
NRG BAYOU COVE LLC  
NRG BUSINESS SERVICES LLC  
NRG BUSINESS SOLUTIONS LLC  
NRG CABRILLO POWER OPERATIONS INC.  
NRG CALIFORNIA PEAKER OPERATIONS LLC  
NRG CEDAR BAYOU DEVELOPMENT COMPANY, LLC  
NRG CONNECTED HOME LLC  
NRG CONNECTICUT AFFILIATE SERVICES INC.  
NRG CURTAILMENT SOLUTIONS HOLDINGS LLC  
NRG CURTAILMENT SOLUTIONS, INC.  
NRG DEVELOPMENT COMPANY INC.  
NRG DEVON OPERATIONS INC.  
NRG DISPATCH SERVICES LLC  
NRG DISTRIBUTED GENERATION PR LLC  
NRG DUNKIRK OPERATIONS INC.  
NRG ECOKAP HOLDINGS LLC  
NRG EL SEGUNDO OPERATIONS INC.  
NRG ENERGY EFFICIENCY-L LLC

Signature Page to One Hundred-Nineteenth Supplemental Indenture

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NRG ENERGY EFFICIENCY-P LLC  
NRG ENERGY LABOR SERVICES LLC  
NRG ENERGY SERVICES GROUP LLC  
NRG ENERGY SERVICES INTERNATIONAL INC.  
NRG ENERGY SERVICES LLC  
NRG GENERATION HOLDINGS, INC.  
NRG GREENCO LLC  
NRG HOME & BUSINESS SOLUTIONS LLC  
NRG HOME SERVICES LLC  
NRG HOME SOLUTIONS LLC  
NRG HOME SOLUTIONS PRODUCT LLC  
NRG HOMER CITY SERVICES LLC  
NRG HQ DG LLC  
NRG HUNTLEY OPERATIONS INC.  
NRG IDENTITY PROTECT LLC  
NRG ILION LP LLC  
NRG INTERNATIONAL LLC  
NRG MEXTRANS INC.  
NRG MIDATLANTIC AFFILIATE SERVICES INC.  
NRG MIDDLETOWN OPERATIONS INC.  
NRG MONTVILLE OPERATIONS INC.  
NRG NEW ROADS HOLDINGS LLC  
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 PORTABLE POWER LLC  
NRG POWER MARKETING LLC  
NRG RENTER'S PROTECTION LLC  
NRG RETAIL LLC  
NRG RETAIL NORTHEAST LLC  
NRG ROCKFORD ACQUISITION LLC  
NRG SAGUARO OPERATIONS INC.  
NRG SECURITY LLC  
NRG SERVICES CORPORATION  
NRG SIMPLYSMART SOLUTIONS LLC  
NRG SOUTH CENTRAL AFFILIATE SERVICES INC.  
NRG SOUTH CENTRAL GENERATING LLC  
NRG SOUTH CENTRAL OPERATIONS INC.

Signature Page to One Hundred-Nineteenth Supplemental Indenture

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NRG SPV #1 LLC  
NRG TEXAS C&I SUPPLY LLC  
NRG TEXAS GREGORY LLC  
NRG TEXAS HOLDING INC.  
NRG TEXAS LLC  
NRG TEXAS POWER LLC  
NRG WARRANTY SERVICES LLC  
NRG WEST COAST LLC  
NRG WESTERN AFFILIATE SERVICES INC.  
O'BRIEN COGENERATION, INC. II  
ONSITE ENERGY, INC.  
OSWEGO HARBOR POWER LLC  
RE RETAIL RECEIVABLES, LLC  
RELIANT ENERGY NORTHEAST LLC  
RELIANT ENERGY POWER SUPPLY, LLC  
RELIANT ENERGY RETAIL HOLDINGS, LLC  
RELIANT ENERGY RETAIL SERVICES, LLC  
RERH HOLDINGS, LLC  
SAGUARO POWER LLC  
SOMERSET OPERATIONS INC.  
SOMERSET POWER LLC  
TEXAS GENCO FINANCING CORP.  
TEXAS GENCO GP, LLC  
TEXAS GENCO HOLDINGS, INC.  
TEXAS GENCO OPERATING SERVICES, LLC  
US RETAILERS LLC  
VIENNA OPERATIONS INC.  
VIENNA POWER LLC  
WCP (GENERATION) HOLDINGS LLC  
WEST COAST POWER LLC

By: /s/ Deborah R. Fry  
Name: Deborah R. Fry  
Title: Assistant Secretary

Signature Page to One Hundred-Nineteenth Supplemental Indenture

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NRG CONSTRUCTION LLC  
NRG MAINTENANCE SERVICES LLC  
NRG RELIABILITY SOLUTIONS LLC

By: /s/ Rachel Smith

Name: Rachel Smith  
Title: Treasurer

ENERGY PROTECTION INSURANCE COMPANY

By: /s/ Kevin P. Malcarney

Name: Kevin P. Malcarney  
Title: Secretary

COTTONWOOD ENERGY COMPANY LP

By: /s/ Deborah R. Fry

Name: Deborah R. Fry  
Title: Assistant Secretary

COTTONWOOD TECHNOLOGY PARTNERS LP

By: /s/ Deborah R. Fry

Name: Deborah R. Fry  
Title: Assistant Secretary

NRG ILION LIMITED PARTNERSHIP

By: NRG Rockford Acquisition LLC, its General Partner

By: /s/ Deborah R. Fry

Name: Deborah R. Fry  
Title: Assistant Secretary

Signature Page to One Hundred-Nineteenth Supplemental Indenture

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

By: /s/ Deborah R. Fry  
Name: Deborah R. Fry  
Title: Assistant Secretary

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

By: /s/ Deborah R. Fry  
Name: Deborah R. Fry  
Title: Assistant Secretary

TEXAS GENCO LP, LLC

By: /s/ Christopher O'Hara  
Name: Christopher O'Hara  
Title: Manager

Signature Page to One Hundred-Nineteenth 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 One Hundred-Nineteenth Supplemental Indenture

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NINTH SUPPLEMENTAL INDENTURE  
FOR ADDITIONAL SUBSIDIARY GUARANTEES

NINTH SUPPLEMENTAL INDENTURE (this “*Supplemental Indenture for Additional Guarantees*”), dated as of July 19, 2016, among Allied Home Warranty GP LLC, a Delaware limited liability company (the “*Guaranteeing Subsidiary*”), a subsidiary of NRG Energy, Inc. (or its permitted successor), a Delaware corporation (the “*Company*”), the Company, the other Guarantors (as defined in the Indenture referred to herein), 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 “*Indenture*”), dated as of April 21, 2014 providing for the issuance of 6.25% Senior Notes due 2024 (the “*Notes*”);

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

WHEREAS, pursuant to Sections 4.10 and 9.01 of the Indenture, the Trustee, the Company and the other Guarantors are authorized to execute and deliver this Supplemental Indenture for Additional Guarantees.

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

1. *Capitalized Terms.* Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.
  2. *Agreement to Guarantee.* The Guaranteeing Subsidiary hereby becomes party to the Indenture as a Guarantor and as such will have all the rights and be subject to all the Obligations and agreements of a Guarantor under the Indenture. The Guaranteeing Subsidiary hereby agrees to provide an unconditional Guarantee on the terms and subject to the conditions set forth in the Subsidiary Guarantees and in the Indenture including but not limited to Article 10 thereof.
  4. *No Recourse Against Others.* No director, officer, employee, incorporator or stockholder of the Company or any Guarantor, as such, will have any liability for any obligations of the Company or the Guarantors under the Notes, the Indenture, the Subsidiary Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. The waiver may not be effective to waive liabilities under the federal securities laws.
  5. *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 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.
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6. *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.

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

8. *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 Subsidiary and the Company.

9. *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]

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 SUBSIDIARY:

ALLIED HOME WARRANTY GP LLC

By: /s/ Deborah R. Fry

Name: Deborah R. Fry

Title: Assistant Secretary

Signature Page to Ninth Supplemental Indenture

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ISSUER:

NRG ENERGY, INC.

By: /s/ Brian Curci

Name: Brian Curci

Title: Corporate Secretary

EXISTING GUARANTORS:

ACE ENERGY, INC.  
ALLIED WARRANTY LLC  
ARTHUR KILL POWER LLC  
ASTORIA GAS TURBINE POWER LLC  
BAYOU COVE PEAKING POWER, LLC  
BIDURENERGY, INC.  
CABRILLO POWER I LLC  
CABRILLO POWER II LLC  
CARBON MANAGEMENT SOLUTIONS LLC  
CIRRO ENERGY SERVICES, INC.  
CIRRO GROUP, INC.  
CLEAN EDGE ENERGY LLC  
CONEMAUGH POWER LLC  
CONNECTICUT JET POWER LLC  
COTTONWOOD DEVELOPMENT LLC  
COTTONWOOD GENERATING PARTNERS I LLC  
COTTONWOOD GENERATING PARTNERS II LLC  
COTTONWOOD GENERATING PARTNERS III LLC  
DEVON POWER LLC  
DUNKIRK POWER LLC  
EASTERN SIERRA ENERGY COMPANY LLC  
EL SEGUNDO POWER LLC  
EL SEGUNDO POWER II LLC  
ENERGY ALTERNATIVES WHOLESAL, LLC  
ENERGY CHOICE SOLUTIONS LLC  
ENERGY PLUS HOLDINGS LLC  
ENERGY PLUS NATURAL GAS LLC  
EVERYTHING ENERGY LLC  
FORWARD HOME SECURITY, LLC  
GCP FUNDING COMPANY, LLC  
GREEN MOUNTAIN ENERGY COMPANY  
GREGORY PARTNERS, LLC  
GREGORY POWER PARTNERS LLC

HUNTLEY POWER LLC  
INDEPENDENCE ENERGY ALLIANCE LLC  
INDEPENDENCE ENERGY GROUP LLC  
INDEPENDENCE ENERGY NATURAL GAS LLC  
INDIAN RIVER OPERATIONS INC.  
INDIAN RIVER POWER LLC  
KEYSTONE POWER LLC  
LANGFORD WIND POWER, LLC  
LOUISIANA GENERATING LLC  
MERIDEN GAS TURBINES LLC  
MIDDLETOWN POWER LLC  
MONTVILLE POWER LLC  
NEO CORPORATION  
NEO FREEHOLD-GEN LLC  
NEO POWER SERVICES INC.  
NEW GENCO GP, LLC  
NORWALK POWER LLC  
NRG ADVISORY SERVICES LLC  
NRG AFFILIATE SERVICES INC.  
NRG ARTESIAN ENERGY LLC  
NRG ARTHUR KILL OPERATIONS INC.  
NRG ASTORIA GAS TURBINE OPERATIONS INC.  
NRG BAYOU COVE LLC  
NRG BUSINESS SERVICES LLC  
NRG BUSINESS SOLUTIONS LLC  
NRG CABRILLO POWER OPERATIONS INC.  
NRG CALIFORNIA PEAKER OPERATIONS LLC  
NRG CEDAR BAYOU DEVELOPMENT COMPANY, LLC  
NRG CONNECTED HOME LLC  
NRG CONNECTICUT AFFILIATE SERVICES INC.  
NRG CURTAILMENT SOLUTIONS HOLDINGS LLC  
NRG CURTAILMENT SOLUTIONS, INC.  
NRG DEVELOPMENT COMPANY INC.  
NRG DEVON OPERATIONS INC.  
NRG DISPATCH SERVICES LLC  
NRG DISTRIBUTED GENERATION PR LLC  
NRG DUNKIRK OPERATIONS INC.  
NRG ECOKAP HOLDINGS LLC  
NRG EL SEGUNDO OPERATIONS INC.  
NRG ENERGY EFFICIENCY-L LLC  
NRG ENERGY EFFICIENCY-P LLC

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NRG ENERGY LABOR SERVICES LLC  
NRG ENERGY SERVICES GROUP LLC  
NRG ENERGY SERVICES INTERNATIONAL INC.  
NRG ENERGY SERVICES LLC  
NRG GENERATION HOLDINGS, INC.  
NRG GREENCO LLC  
NRG HOME & BUSINESS SOLUTIONS LLC  
NRG HOME SERVICES LLC  
NRG HOME SOLUTIONS LLC  
NRG HOME SOLUTIONS PRODUCT LLC  
NRG HOMER CITY SERVICES LLC  
NRG HQ DG LLC  
NRG HUNTLEY OPERATIONS INC.  
NRG IDENTITY PROTECT LLC  
NRG ILION LP LLC  
NRG INTERNATIONAL LLC  
NRG MEXTRANS INC.  
NRG MIDATLANTIC AFFILIATE SERVICES INC.  
NRG MIDDLETOWN OPERATIONS INC.  
NRG MONTVILLE OPERATIONS INC.  
NRG NEW ROADS HOLDINGS LLC  
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 PORTABLE POWER LLC  
NRG POWER MARKETING LLC  
NRG RENTER'S PROTECTION LLC  
NRG RETAIL LLC  
NRG RETAIL NORTHEAST LLC  
NRG ROCKFORD ACQUISITION LLC  
NRG SAGUARO OPERATIONS INC.  
NRG SECURITY LLC  
NRG SERVICES CORPORATION  
NRG SIMPLYSMART SOLUTIONS LLC  
NRG SOUTH CENTRAL AFFILIATE SERVICES INC.  
NRG SOUTH CENTRAL GENERATING LLC  
NRG SOUTH CENTRAL OPERATIONS INC.  
NRG SPV #1 LLC

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NRG TEXAS C&I SUPPLY LLC  
NRG TEXAS GREGORY LLC  
NRG TEXAS HOLDING INC.  
NRG TEXAS LLC  
NRG TEXAS POWER LLC  
NRG WARRANTY SERVICES LLC  
NRG WEST COAST LLC  
NRG WESTERN AFFILIATE SERVICES INC.  
O'BRIEN COGENERATION, INC. II  
ONSITE ENERGY, INC.  
OSWEGO HARBOR POWER LLC  
RE RETAIL RECEIVABLES, LLC  
RELIANT ENERGY NORTHEAST LLC  
RELIANT ENERGY POWER SUPPLY, LLC  
RELIANT ENERGY RETAIL HOLDINGS, LLC  
RELIANT ENERGY RETAIL SERVICES, LLC  
RERH HOLDINGS, LLC  
SAGUARO POWER LLC  
SOMERSET OPERATIONS INC.  
SOMERSET POWER LLC  
TEXAS GENCO FINANCING CORP.  
TEXAS GENCO GP, LLC  
TEXAS GENCO HOLDINGS, INC.  
TEXAS GENCO OPERATING SERVICES, LLC  
US RETAILERS LLC  
VIENNA OPERATIONS INC.  
VIENNA POWER LLC  
WCP (GENERATION) HOLDINGS LLC  
WEST COAST POWER LLC

By: /s/ Deborah R. Fry

Name: Deborah R. Fry

Title: Assistant Secretary

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NRG CONSTRUCTION LLC  
NRG MAINTENANCE SERVICES LLC  
NRG RELIABILITY SOLUTIONS LLC

By: /s/ Rachel Smith

Name: Rachel Smith  
Title: Treasurer

ENERGY PROTECTION INSURANCE COMPANY

By: /s/ Kevin P. Malcamey

Name: Kevin P. Malcamey  
Title: Secretary

COTTONWOOD ENERGY COMPANY LP

By: /s/ Deborah R. Fry

Name: Deborah R. Fry  
Title: Assistant Secretary

COTTONWOOD TECHNOLOGY PARTNERS LP

By: /s/ Deborah R. Fry

Name: Deborah R. Fry  
Title: Assistant Secretary

NRG ILION LIMITED PARTNERSHIP

By: NRG Rockford Acquisition LLC, its General Partner

By: /s/ Deborah R. Fry

Name: Deborah R. Fry  
Title: Assistant Secretary

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

By: /s/ Deborah R. Fry  
Name: Deborah R. Fry  
Title: Assistant Secretary

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

By: /s/ Deborah R. Fry  
Name: Deborah. R. Fry  
Title: Assistant Secretary

TEXAS GENCO LP, LLC

By: /s/ Christopher O'Hara  
Name: Christopher O'Hara  
Title: Manager

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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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SECOND SUPPLEMENTAL INDENTURE FOR  
ADDITIONAL SUBSIDIARY GUARANTEES

SECOND SUPPLEMENTAL INDENTURE (this “*Supplemental Indenture for Additional Guarantees*”), dated as of July 19, 2016, among Allied Home Warranty GP LLC, a Delaware limited liability company (the “*Guaranteeing Subsidiary*”), a subsidiary of NRG Energy, Inc. (or its permitted successor), a Delaware corporation (the “*Company*”), the Company, the other Guarantors (as defined in the Indenture referred to herein) 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 May 23, 2016, between the Company and the Trustee, as amended by a Supplemental Indenture (the “*First Supplemental Indenture*” and, together with the Base Indenture, the “*Indenture*”), dated as of May 23, 2016, among the Company, the Guarantors named therein and the Trustee, providing for the original issuance of an aggregate principal amount of \$1,000,000,000 of 7.250% Senior Notes due 2026 (the “*Initial Notes*”), and, subject to the terms of the First Supplemental Indenture, future issuances of 7.250% Senior Notes due 2026 (the “*Additional Notes*,” and, together with the Initial Notes, the “*Notes*”);

WHEREAS, the Indenture provides that under certain circumstances the Guaranteeing Subsidiary shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteeing Subsidiary shall unconditionally guarantee all of the Company’s Obligations under the Notes and the Indenture on the terms and conditions set forth herein (the “*Subsidiary Guarantee*”); and

WHEREAS, pursuant to Sections 4.10 and 9.01 of the First Supplemental Indenture, the Trustee, the Company and the other Guarantors are authorized to execute and deliver this Supplemental Indenture for Additional Guarantees.

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

1. CAPITALIZED TERMS. Capitalized terms used herein without definition shall have the meanings assigned to them in the Supplemental Indenture.
  2. AGREEMENT TO GUARANTEE. The Guaranteeing Subsidiary hereby becomes a party to the Supplemental Indenture as a Guarantor and as such will have all the rights and be subject to all the Obligations and agreements of a Guarantor under the Indenture. The Guaranteeing Subsidiary hereby agrees to provide an unconditional Guarantee on the terms and subject to the conditions set forth in the Subsidiary Guarantee and in the Supplemental Indenture including but not limited to Article 10 thereof.
  3. NO RECOURSE AGAINST OTHERS. No director, officer, employee, incorporator or stockholder of the Company or any Guarantor, as such, will have any liability for any obligations of the Company or the Guarantors under the Notes, the Indenture, the Subsidiary Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. The waiver may not be effective to waive liabilities under the federal securities laws.
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4. 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.

5. 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.

6. EFFECT OF HEADINGS. The Section headings herein are for convenience only and shall not affect the construction hereof.

7. 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 Subsidiary and the Company.

8. 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.

*[Signature Pages Follow]*

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 SUBSIDIARY:

ALLIED HOME WARRANTY GP LLC

By: /s/ Deborah R. Fry  
Name: Deborah R. Fry  
Title: Assistant Secretary

Signature Page to Second Supplemental Indenture

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ISSUER:

NRG ENERGY, INC.

By: /s/ Brian Curci

Name: Brian Curci  
Title: Corporate Secretary

EXISTING GUARANTORS:

ACE ENERGY, INC.  
ALLIED WARRANTY LLC  
ARTHUR KILL POWER LLC  
ASTORIA GAS TURBINE POWER LLC  
BAYOU COVE PEAKING POWER, LLC  
BIDUREENERGY, INC.  
CABRILLO POWER I LLC  
CABRILLO POWER II LLC  
CARBON MANAGEMENT SOLUTIONS LLC  
CIRRO ENERGY SERVICES, INC.  
CIRRO GROUP, INC.  
CLEAN EDGE ENERGY LLC  
CONEMAUGH POWER LLC  
CONNECTICUT JET POWER LLC  
COTTONWOOD DEVELOPMENT LLC  
COTTONWOOD GENERATING PARTNERS I LLC  
COTTONWOOD GENERATING PARTNERS II LLC  
COTTONWOOD GENERATING PARTNERS III LLC  
DEVON POWER LLC  
DUNKIRK POWER LLC  
EASTERN SIERRA ENERGY COMPANY LLC  
EL SEGUNDO POWER LLC  
EL SEGUNDO POWER II LLC  
ENERGY ALTERNATIVES WHOLESAL, LLC  
ENERGY CHOICE SOLUTIONS LLC  
ENERGY PLUS HOLDINGS LLC  
ENERGY PLUS NATURAL GAS LLC  
EVERYTHING ENERGY LLC  
FORWARD HOME SECURITY, LLC  
GCP FUNDING COMPANY, LLC  
GREEN MOUNTAIN ENERGY COMPANY  
GREGORY PARTNERS, LLC

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GREGORY POWER PARTNERS LLC  
HUNTLEY POWER LLC  
INDEPENDENCE ENERGY ALLIANCE LLC  
INDEPENDENCE ENERGY GROUP LLC  
INDEPENDENCE ENERGY NATURAL GAS LLC  
INDIAN RIVER OPERATIONS INC.  
INDIAN RIVER POWER LLC  
KEYSTONE POWER LLC  
LANGFORD WIND POWER, LLC  
LOUISIANA GENERATING LLC  
MERIDEN GAS TURBINES LLC  
MIDDLETOWN POWER LLC  
MONTVILLE POWER LLC  
NEO CORPORATION  
NEO FREEHOLD-GEN LLC  
NEO POWER SERVICES INC.  
NEW GENCO GP, LLC  
NORWALK POWER LLC  
NRG ADVISORY SERVICES LLC  
NRG AFFILIATE SERVICES INC.  
NRG ARTESIAN ENERGY LLC  
NRG ARTHUR KILL OPERATIONS INC.  
NRG ASTORIA GAS TURBINE OPERATIONS INC.  
NRG BAYOU COVE LLC  
NRG BUSINESS SERVICES LLC  
NRG BUSINESS SOLUTIONS LLC  
NRG CABRILLO POWER OPERATIONS INC.  
NRG CALIFORNIA PEAKER OPERATIONS LLC  
NRG CEDAR BAYOU DEVELOPMENT COMPANY, LLC  
NRG CONNECTED HOME LLC  
NRG CONNECTICUT AFFILIATE SERVICES INC.  
NRG CURTAILMENT SOLUTIONS HOLDINGS LLC  
NRG CURTAILMENT SOLUTIONS, INC.  
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NRG DISPATCH SERVICES LLC  
NRG DISTRIBUTED GENERATION PR LLC  
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NRG ECOKAP HOLDINGS LLC  
NRG EL SEGUNDO OPERATIONS INC.  
NRG ENERGY EFFICIENCY-L LLC

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NRG ENERGY EFFICIENCY-P LLC  
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NRG ENERGY SERVICES INTERNATIONAL INC.  
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NRG HOME SOLUTIONS LLC  
NRG HOME SOLUTIONS PRODUCT LLC  
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NRG ILION LP LLC  
NRG INTERNATIONAL LLC  
NRG MEXTRANS INC.  
NRG MIDATLANTIC AFFILIATE SERVICES INC.  
NRG MIDDLETOWN OPERATIONS INC.  
NRG MONTVILLE OPERATIONS INC.  
NRG NEW ROADS HOLDINGS LLC  
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 PORTABLE POWER LLC  
NRG POWER MARKETING LLC  
NRG RENTER'S PROTECTION LLC  
NRG RETAIL LLC  
NRG RETAIL NORTHEAST LLC  
NRG ROCKFORD ACQUISITION LLC  
NRG SAGUARO OPERATIONS INC.  
NRG SECURITY LLC  
NRG SERVICES CORPORATION  
NRG SIMPLYSMART SOLUTIONS LLC  
NRG SOUTH CENTRAL AFFILIATE SERVICES INC.  
NRG SOUTH CENTRAL GENERATING LLC  
NRG SOUTH CENTRAL OPERATIONS INC.

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NRG SPV #1 LLC  
NRG TEXAS C&I SUPPLY LLC  
NRG TEXAS GREGORY LLC  
NRG TEXAS HOLDING INC.  
NRG TEXAS LLC  
NRG TEXAS POWER LLC  
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NRG WEST COAST LLC  
NRG WESTERN AFFILIATE SERVICES INC.  
O'BRIEN COGENERATION, INC. II  
ONSITE ENERGY, INC.  
OSWEGO HARBOR POWER LLC  
RE RETAIL RECEIVABLES, LLC  
RELIANT ENERGY NORTHEAST LLC  
RELIANT ENERGY POWER SUPPLY, LLC  
RELIANT ENERGY RETAIL HOLDINGS, LLC  
RELIANT ENERGY RETAIL SERVICES, LLC  
RERH HOLDINGS, LLC  
SAGUARO POWER LLC  
SOMERSET OPERATIONS INC.  
SOMERSET POWER LLC  
TEXAS GENCO FINANCING CORP.  
TEXAS GENCO GP, LLC  
TEXAS GENCO HOLDINGS, INC.  
TEXAS GENCO OPERATING SERVICES, LLC  
US RETAILERS LLC  
VIENNA OPERATIONS INC.  
VIENNA POWER LLC  
WCP (GENERATION) HOLDINGS LLC  
WEST COAST POWER LLC

By: /s/ Deborah R. Fry  
Name: Deborah R. Fry  
Title: Assistant Secretary

Signature Page to Second Supplemental Indenture

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NRG CONSTRUCTION LLC  
NRG MAINTENANCE SERVICES LLC  
NRG RELIABILITY SOLUTIONS LLC

By: /s/ Rachel Smith

Name: Rachel Smith  
Title: Treasurer

ENERGY PROTECTION INSURANCE COMPANY

By: /s/ Kevin P. Malcarney

Name: Kevin P. Malcarney  
Title: Secretary

COTTONWOOD ENERGY COMPANY LP

By: /s/ Deborah R. Fry

Name: Deborah R. Fry  
Title: Assistant Secretary

COTTONWOOD TECHNOLOGY PARTNERS LP

By: /s/ Deborah R. Fry

Name: Deborah R. Fry  
Title: Assistant Secretary

NRG ILION LIMITED PARTNERSHIP

By: NRG Rockford Acquisition LLC, its General Partner

By: /s/ Deborah R. Fry

Name: Deborah R. Fry  
Title: Assistant Secretary

Signature Page to Second Supplemental Indenture

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

By: /s/ Deborah R. Fry  
Name: Deborah R. Fry  
Title: Assistant Secretary

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

By: /s/ Deborah R. Fry  
Name: Deborah R. Fry  
Title: Assistant Secretary

TEXAS GENCO LP, LLC

By: /s/ Christopher O'Hara  
Name: Christopher O'Hara  
Title: Manager

Signature Page to Second 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

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