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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): **November 8, 2011**

**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 Agreements.**

On November 8, 2011, NRG Energy, Inc., (“NRG”), the subsidiaries of NRG named in the forty-sixth supplemental indenture (as described below) (collectively, the “Existing Guarantors”), Energy Plus Holdings LLC, Energy Plus Natural Gas LLC, Independence Energy Alliance LLC, Independence Energy Group LLC and Independence Energy Natural Gas LLC (collectively, the “Guaranteeing Subsidiaries”) and Law Debenture Trust Company of New York, as trustee (the “Trustee”), entered into the fifty-second supplemental indenture (the “Fifty-Second Supplemental Indenture”), supplementing the indenture, dated as of February 2, 2006 (the “Base Indenture”), as supplemented by the ninth supplemental indenture, dated as of November 21, 2006, among NRG, the guarantors party thereto and the Trustee, pursuant to which NRG issued \$1,100,000,000 aggregate principal amount of 7.375% senior notes due 2017 (the “2017 Notes”), the twelfth supplemental indenture, dated as of July 19, 2007, among NRG, the guarantors party thereto and the Trustee, the fifteenth supplemental indenture, dated as of August 28, 2007, among NRG, the guarantors party thereto and the Trustee, the eighteenth supplemental indenture, dated as of April 28, 2009, among NRG, the guarantors party thereto and the Trustee, the twenty-first supplemental indenture, dated as of May 8, 2009, among NRG, the guarantors party thereto and the Trustee, the twenty-sixth supplemental indenture, dated as of October 5, 2009, among NRG, the guarantors party thereto and the Trustee, the thirtieth supplemental indenture, dated as of April 16, 2010, among NRG, the guarantors party thereto and the Trustee, the thirty-fourth supplemental indenture, dated as of June 22, 2010, among NRG, the guarantors party thereto and the Trustee, a thirty-ninth supplemental indenture, dated as of December 15, 2010, among NRG, the guarantors party thereto and the Trustee, and the forty-sixth supplemental indenture, dated as of May 20, 2011, among NRG, the Existing Guarantors and the Trustee. Pursuant to the Fifty-Second Supplemental Indenture, the Guaranteeing Subsidiaries became guarantors of NRG’s obligations under its 2017 Notes.

On November 8, 2011, NRG, the Existing Guarantors, the Guaranteeing Subsidiaries and the Trustee entered into the fifty-third supplemental indenture (the “Fifty-Third Supplemental Indenture”), supplementing 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, and the forty-seventh supplemental indenture, dated as of May 20, 2011, among NRG, the Existing Guarantors and the Trustee. Pursuant to the Fifty-Third Supplemental Indenture, the Guaranteeing Subsidiaries became guarantors of NRG’s obligations under its 8.50% 2019 Notes.

On November 8, 2011, NRG, the Existing Guarantors, the Guaranteeing Subsidiaries and the Trustee entered into the fifty-fourth supplemental indenture (the “Fifty-Fourth 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, and the forty-eighth supplemental indenture, dated as of May 20, 2011, among NRG, the Existing Guarantors and the Trustee. Pursuant to the Fifty-Fourth Supplemental Indenture, the Guaranteeing Subsidiaries became guarantors of NRG’s obligations under its 2020 Notes.

On November 8, 2011, NRG, the Existing Guarantors, the Guaranteeing Subsidiaries and the Trustee entered into the fifty-fifth supplemental indenture (the “Fifty-Fifth 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”), and the forty-ninth supplemental indenture, dated as of May 20, 2011, among NRG, the Existing Guarantors and the Trustee. Pursuant to the Fifty-Fifth Supplemental Indenture, the Guaranteeing Subsidiaries became guarantors of NRG’s obligations under its 2018 Notes.

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On November 8, 2011, NRG, the Existing Guarantors, the Guaranteeing Subsidiaries and the Trustee entered into the fifty-sixth supplemental indenture (the “Fifty-Sixth 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”). Pursuant to the Fifty-Sixth Supplemental Indenture, the Guaranteeing Subsidiaries became guarantors of NRG’s obligations under its 7.625% 2019 Notes.

On November 8, 2011, NRG, the Existing Guarantors, the Guaranteeing Subsidiaries and the Trustee entered into the fifty-seventh supplemental indenture (the “Fifty-Seventh Supplemental Indenture”), supplementing the Base Indenture, as supplemented by the fifty-first supplemental indenture, dated as of May 24, 2011, among NRG, the Existing Guarantors 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”). Pursuant to the Fifty-Seventh Supplemental Indenture, the Guaranteeing Subsidiaries became guarantors of NRG’s obligations under its 2021 Notes.

A copy of the Fifty-Second Supplemental Indenture is attached as Exhibit 4.1 to this Current Report on Form 8-K and is incorporated by reference herein. A copy of the Fifty-Third Supplemental Indenture is attached as Exhibit 4.2 to this Current Report on Form 8-K and is incorporated by reference herein. A copy of the Fifty-Fourth Supplemental Indenture is attached as Exhibit 4.3 to this Current Report on Form 8-K and is incorporated by reference herein. A copy of the Fifty-Fifth Supplemental Indenture is attached as Exhibit 4.4 to this Current Report on Form 8-K and is incorporated by reference herein. A copy of the Fifty-Sixth Supplemental Indenture is attached as Exhibit 4.5 to this Current Report on Form 8-K and is incorporated by reference herein. A copy of the Fifty-Seventh Supplemental Indenture is attached as Exhibit 4.6 to this Current Report on Form 8-K and is incorporated by reference herein. The descriptions of the material terms of the Fifty-Second Supplemental Indenture, the Fifty-Third Supplemental Indenture, the Fifty-Fourth Supplemental Indenture, the Fifty-Fifth Supplemental Indenture, the Fifty-Sixth Supplemental Indenture and the Fifty-Seventh 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.

**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/ Michael R. Bramnick

Michael R. Bramnick  
Executive Vice President and General Counsel

November 8, 2011

## EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Document</u>
4.1	Fifty-Second Supplemental Indenture, dated as of November 8, 2011, among NRG Energy, Inc., the existing guarantors named therein, the guaranteeing subsidiaries named therein and Law Debenture Trust Company of New York.
4.2	Fifty-Third Supplemental Indenture, dated as of November 8, 2011, among NRG Energy, Inc., the existing guarantors named therein, the guaranteeing subsidiaries named therein and Law Debenture Trust Company of New York.
4.3	Fifty-Fourth Supplemental Indenture, dated as of November 8, 2011, among NRG Energy, Inc., the existing guarantors named therein, the guaranteeing subsidiaries named therein and Law Debenture Trust Company of New York.
4.4	Fifty-Fifth Supplemental Indenture, dated as of November 8, 2011, among NRG Energy, Inc., the existing guarantors named therein, the guaranteeing subsidiaries named therein and Law Debenture Trust Company of New York.
4.5	Fifty-Sixth Supplemental Indenture, dated as of November 8, 2011, among NRG Energy, Inc., the existing guarantors named therein, the guaranteeing subsidiaries named therein and Law Debenture Trust Company of New York.
4.6	Fifty-Seventh Supplemental Indenture, dated as of November 8, 2011, among NRG Energy, Inc., the existing guarantors named therein, the guaranteeing subsidiaries named therein and Law Debenture Trust Company of New York.

FIFTY-SECOND SUPPLEMENTAL INDENTURE FOR  
ADDITIONAL SUBSIDIARY GUARANTEES

FIFTY-SECOND SUPPLEMENTAL INDENTURE (this “*Supplemental Indenture for Additional Guarantees*”), dated as of November 8, 2011, among Energy Plus Holdings LLC, Energy Plus Natural Gas LP, Independence Energy Alliance LLC, Independence Energy Group LLC and Independence Energy Natural Gas LLC (each, a “*Guaranteeing Subsidiary*” and together, the “*Guaranteeing Subsidiaries*”), each an indirect 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 indentures 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 ninth supplemental indenture (the “*Ninth Supplemental Indenture*”), dated as of November 21, 2006, among the Company, the Guarantors named therein and the Trustee, providing for the original issuance of an aggregate principal amount of \$1,100 million of 7.375% Senior Notes due 2017 (the “*Initial Notes*”), and, subject to the terms of the Ninth Supplemental Indenture, future unlimited issuances of 7.375% Senior Notes due 2017 (the “*Additional Notes*,” and together with the Initial Notes, the “*Notes*”), as amended by a twelfth supplemental indenture, dated as of July 19, 2007, among the Company, the Existing Guarantors party thereto and the Trustee (the “*Twelfth Supplemental Indenture*”), a fifteenth supplemental indenture, dated as of August 28, 2007, among the Company, the Existing Guarantors party thereto and the Trustee (the “*Fifteenth Supplemental Indenture*”), an eighteenth supplemental indenture dated as of April 28, 2009, among the Company, the Existing Guarantors party thereto and the Trustee (the “*Eighteenth Supplemental Indenture*”), a twenty-first supplemental indenture dated as of May 8, 2009, among the Company, the Existing Guarantors party thereto and the Trustee (the “*Twenty-First Supplemental Indenture*”), a twenty-sixth supplemental indenture dated as of October 5, 2009, among the Company, the Existing Guarantors party thereto and the Trustee (the “*Twenty-Sixth Supplemental Indenture*”), a thirtieth supplemental indenture, dated as of April 16, 2010, among the Company, the Existing Guarantors party thereto and the Trustee (the “*Thirtieth Supplemental Indenture*”), a thirty-fourth supplemental indenture, dated as of June 23, 2010, among the Company, the Existing Guarantors party thereto and the Trustee (the “*Thirty-Fourth Supplemental Indenture*”), a thirty-ninth supplemental indenture, dated as of December 15, 2010, among the Company, the Existing Guarantors party thereto and the Trustee (the “*Thirty-Ninth Supplemental Indenture*”), and a forty-sixth supplemental indenture, dated as of May 20, 2011, among the Company, the Existing Guarantors and the Trustee (the “*Forty-Sixth Supplemental Indenture*” and together with the Base Indenture, the Ninth Supplemental Indenture, the Twelfth Supplemental Indenture, the Fifteenth Supplemental Indenture, the Eighteenth Supplemental Indenture, the Twenty-First Supplemental Indenture, the Twenty-Sixth Supplemental Indenture, the Thirtieth Supplemental Indenture, the Thirty-Fourth Supplemental Indenture and the Thirty-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 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 Guarantoring 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.* The Guarantoring Subsidiaries hereby become parties to the Indenture as Guarantors and as such will have all of the rights and be subject to all of the Obligations and agreements of Guarantors under the Indenture. The Guarantoring Subsidiaries hereby agree 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 Guarantoring Subsidiaries shall be deemed Guarantors for purposes of Article 10 of the 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 Guarantoring 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]

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:

ENERGY PLUS HOLDINGS LLC

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Vice President and Treasurer

ENERGY PLUS NATURAL GAS LP

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Vice President and Treasurer

INDEPENDENCE ENERGY ALLIANCE LLC

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Vice President and Treasurer

INDEPENDENCE ENERGY GROUP LLC

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Vice President and Treasurer

INDEPENDENCE ENERGY NATURAL GAS LLC

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Vice President and Treasurer



ISSUER:

NRG ENERGY, INC.

By: /s/ Christopher Sotos

Name: Christopher Sotos  
Title: Vice President and Treasurer

EXISTING GUARANTORS:

ARTHUR KILL POWER LLC  
ASTORIA GAS TURBINE POWER LLC  
CABRILLO POWER I LLC  
CABRILLO POWER II LLC  
CARBON MANAGEMENT SOLUTIONS LLC  
CLEAN EDGE ENERGY LLC  
CONEMAUGH POWER LLC  
CONNECTICUT JET POWER LLC  
COTTONWOOD DEVELOPMENT LLC  
COTTONWOOD ENERGY COMPANY LP  
COTTONWOOD GENERATING PARTNERS I LLC  
COTTONWOOD GENERATING PARTNERS II LLC  
COTTONWOOD GENERATING PARTNERS III LLC  
COTTONWOOD TECHNOLOGY PARTNERS LP  
DEVON POWER LLC  
DUNKIRK POWER LLC  
EASTERN SIERRA ENERGY COMPANY  
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  
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 AFFILIATE SERVICES INC.  
NRG ARTESIAN ENERGY LLC  
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 ENERGY SERVICES LLC  
NRG GENERATION HOLDINGS, INC.  
NRG HUNTLEY OPERATIONS INC.  
NRG ILION LP LLC  
NRG INTERNATIONAL LLC  
NRG MAINTENANCE SERVICES LLC  
NRG MEXTRANS INC.  
NRG MIDATLANTIC AFFILIATE SERVICES INC.  
NRG MIDDLETOWN OPERATIONS INC.  
NRG MONTVILLE OPERATIONS INC.  
NRG NEW JERSEY ENERGY SALES LLC  
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 POWER MARKETING LLC  
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 TEXAS HOLDING INC.  
NRG TEXAS LLC  
NRG TEXAS POWER LLC  
NRG WEST COAST LLC  
NRG WESTERN AFFILIATE SERVICES INC.  
O'BRIEN COGENERATION, INC. II  
ONSITE ENERGY, INC.  
OSWEGO HARBOR POWER LLC  
PENNYWISE 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  
RELIANT ENERGY TEXAS RETAIL, 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  
VIENNA OPERATIONS INC.  
VIENNA POWER LLC  
WCP (GENERATION) HOLDINGS LLC  
WEST COAST POWER LLC

By: /s/ Christopher Sotos

Name: Christopher Sotos  
Title: Treasurer

Signature Page to Fifty-Second Supplemental Indenture

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ELBOW CREEK WIND PROJECT LLC

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Vice President and Controller

GCP FUNDING COMPANY, LLC

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Management Board Member

GREEN MOUNTAIN ENERGY COMPANY

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Vice President, Treasury

NRG CONSTRUCTION LLC

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

NRG ENERGY LABOR 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/ Christopher Sotos  
Name: Christopher Sotos  
Title: Treasurer

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

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Treasurer

TEXAS GENCO LP, LLC

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Management Committee Member

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

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Treasurer

Signature Page to Fifty-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

Signature Page to Fifty-Second Supplemental Indenture

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FIFTY-THIRD SUPPLEMENTAL INDENTURE FOR  
ADDITIONAL SUBSIDIARY GUARANTEES

FIFTY-THIRD SUPPLEMENTAL INDENTURE (this “*Supplemental Indenture for Additional Guarantees*”), dated as of November 8, 2011, among Energy Plus Holdings LLC, Energy Plus Natural Gas LP, Independence Energy Alliance LLC, Independence Energy Group LLC and Independence Energy Natural Gas LLC (each, a “*Guaranteeing Subsidiary*” and together, the “*Guaranteeing Subsidiaries*”), each an indirect 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 indentures 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 named therein 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*”), and a forty-seventh supplemental indenture, dated as of May 20, 2011, among the Company, the Existing Guarantors and the Trustee (the “*Forty-Seventh 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 and the Fortieth 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.* The Guaranteeing Subsidiaries hereby become parties to the Indenture as Guarantors 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 Subsidiaries hereby agree 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 Subsidiaries shall be deemed Guarantors 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]



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:

ENERGY PLUS HOLDINGS LLC

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Vice President and Treasurer

ENERGY PLUS NATURAL GAS LP

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Vice President and Treasurer

INDEPENDENCE ENERGY ALLIANCE LLC

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Vice President and Treasurer

INDEPENDENCE ENERGY GROUP LLC

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Vice President and Treasurer

INDEPENDENCE ENERGY NATURAL GAS LLC

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Vice President and Treasurer

ISSUER:

NRG ENERGY, INC.

By: /s/ Christopher Sotos

Name: Christopher Sotos

Title: Vice President and Treasurer

EXISTING GUARANTORS:

ARTHUR KILL POWER LLC  
ASTORIA GAS TURBINE POWER LLC  
CABRILLO POWER I LLC  
CABRILLO POWER II LLC  
CARBON MANAGEMENT SOLUTIONS LLC  
CLEAN EDGE ENERGY LLC  
CONEMAUGH POWER LLC  
CONNECTICUT JET POWER LLC  
COTTONWOOD DEVELOPMENT LLC  
COTTONWOOD ENERGY COMPANY LP  
COTTONWOOD GENERATING PARTNERS I LLC  
COTTONWOOD GENERATING PARTNERS II LLC  
COTTONWOOD GENERATING PARTNERS III LLC  
COTTONWOOD TECHNOLOGY PARTNERS LP  
DEVON POWER LLC  
DUNKIRK POWER LLC  
EASTERN SIERRA ENERGY COMPANY  
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  
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 AFFILIATE SERVICES INC.  
NRG ARTESIAN ENERGY LLC  
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 ENERGY SERVICES LLC  
NRG GENERATION HOLDINGS, INC.  
NRG HUNTLEY OPERATIONS INC.  
NRG ILION LP LLC  
NRG INTERNATIONAL LLC  
NRG MAINTENANCE SERVICES LLC  
NRG MEXTRANS INC.  
NRG MIDATLANTIC AFFILIATE SERVICES INC.  
NRG MIDDLETOWN OPERATIONS INC.  
NRG MONTVILLE OPERATIONS INC.  
NRG NEW JERSEY ENERGY SALES LLC  
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 POWER MARKETING LLC  
NRG RETAIL LLC  
NRG ROCKFORD ACQUISITION LLC  
NRG SAGUARO OPERATIONS INC.  
NRG SERVICES CORPORATION

Signature Page to Fifty-Third Supplemental Indenture

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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 TEXAS HOLDING INC.  
NRG TEXAS LLC  
NRG TEXAS POWER LLC  
NRG WEST COAST LLC  
NRG WESTERN AFFILIATE SERVICES INC.  
O'BRIEN COGENERATION, INC. II  
ONSITE ENERGY, INC.  
OSWEGO HARBOR POWER LLC  
PENNYWISE 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  
RELIANT ENERGY TEXAS RETAIL, 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  
VIENNA OPERATIONS INC.  
VIENNA POWER LLC  
WCP (GENERATION) HOLDINGS LLC  
WEST COAST POWER LLC

By: /s/ Christopher Sotos

Name: Christopher Sotos

Title: Treasurer

Signature Page to Fifty-Third Supplemental Indenture

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ELBOW CREEK WIND PROJECT LLC

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Vice President and Controller

GCP FUNDING COMPANY, LLC

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Management Board Member

GREEN MOUNTAIN ENERGY COMPANY

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Vice President, Treasury

NRG CONSTRUCTION LLC

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

NRG ENERGY LABOR 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/ Christopher Sotos  
Name: Christopher Sotos  
Title: Treasurer

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

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Treasurer

TEXAS GENCO LP, LLC

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Management Committee Member

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

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Treasurer

Signature Page to Fifty-Third 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 Fifty-Third Supplemental Indenture

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FIFTY-FOURTH SUPPLEMENTAL INDENTURE FOR  
ADDITIONAL SUBSIDIARY GUARANTEES

FIFTY-FOURTH SUPPLEMENTAL INDENTURE (this "*Supplemental Indenture for Additional Guarantees*"), dated as of November 8, 2011, among Energy Plus Holdings LLC, Energy Plus Natural Gas LP, Independence Energy Alliance LLC, Independence Energy Group LLC and Independence Energy Natural Gas LLC (each, a "*Guaranteeing Subsidiary*" and together, the "*Guaranteeing Subsidiaries*"), each an indirect 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 indentures 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 Thirty-Sixth Supplemental Indenture (the "*Thirty-Sixth Supplemental Indenture*"), dated as of August 20, 2010, among the Company, the Existing Guarantors named therein 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*"), and a forty-eighth supplemental indenture, dated as of May 20, 2011, among the Company, the Existing Guarantors and the Trustee (the "*Forty-Eighth Supplemental Indenture*" and together with the Base Indenture, the Thirty-Sixth Supplemental Indenture, the Forty-First Supplemental Indenture and the Forty-Third 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:

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.* The Guaranteeing Subsidiaries hereby become parties to the Indenture as Guarantors 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 Subsidiaries hereby agree 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 Subsidiaries shall be deemed Guarantors 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]

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:

ENERGY PLUS HOLDINGS LLC

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Vice President and Treasurer

ENERGY PLUS NATURAL GAS LP

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Vice President and Treasurer

INDEPENDENCE ENERGY ALLIANCE LLC

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Vice President and Treasurer

INDEPENDENCE ENERGY GROUP LLC

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Vice President and Treasurer

INDEPENDENCE ENERGY NATURAL GAS LLC

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Vice President and Treasurer

ISSUER:

NRG ENERGY, INC.

By: /s/ Christopher Sotos

Name: Christopher Sotos

Title: Vice President and Treasurer

EXISTING GUARANTORS:

ARTHUR KILL POWER LLC  
ASTORIA GAS TURBINE POWER LLC  
CABRILLO POWER I LLC  
CABRILLO POWER II LLC  
CARBON MANAGEMENT SOLUTIONS LLC  
CLEAN EDGE ENERGY LLC  
CONEMAUGH POWER LLC  
CONNECTICUT JET POWER LLC  
COTTONWOOD DEVELOPMENT LLC  
COTTONWOOD ENERGY COMPANY LP  
COTTONWOOD GENERATING PARTNERS I LLC  
COTTONWOOD GENERATING PARTNERS II LLC  
COTTONWOOD GENERATING PARTNERS III LLC  
COTTONWOOD TECHNOLOGY PARTNERS LP  
DEVON POWER LLC  
DUNKIRK POWER LLC  
EASTERN SIERRA ENERGY COMPANY  
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  
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 AFFILIATE SERVICES INC.  
NRG ARTESIAN ENERGY LLC  
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 ENERGY SERVICES LLC  
NRG GENERATION HOLDINGS, INC.  
NRG HUNTLEY OPERATIONS INC.  
NRG ILION LP LLC  
NRG INTERNATIONAL LLC  
NRG MAINTENANCE SERVICES LLC  
NRG MEXTRANS INC.  
NRG MIDATLANTIC AFFILIATE SERVICES INC.  
NRG MIDDLETOWN OPERATIONS INC.  
NRG MONTVILLE OPERATIONS INC.  
NRG NEW JERSEY ENERGY SALES LLC  
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 POWER MARKETING LLC  
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 TEXAS HOLDING INC.  
NRG TEXAS LLC  
NRG TEXAS POWER LLC  
NRG WEST COAST LLC  
NRG WESTERN AFFILIATE SERVICES INC.  
O'BRIEN COGENERATION, INC. II  
ONSITE ENERGY, INC.  
OSWEGO HARBOR POWER LLC  
PENNYWISE 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  
RELIANT ENERGY TEXAS RETAIL, 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  
VIENNA OPERATIONS INC.  
VIENNA POWER LLC  
WCP (GENERATION) HOLDINGS LLC  
WEST COAST POWER LLC

By: /s/ Christopher Sotos

Name: Christopher Sotos

Title: Treasurer

Signature Page to Fifty-Fourth Supplemental Indenture

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ELBOW CREEK WIND PROJECT LLC

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Vice President and Controller

GCP FUNDING COMPANY, LLC

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Management Board Member

GREEN MOUNTAIN ENERGY COMPANY

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Vice President, Treasury

NRG CONSTRUCTION LLC

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

NRG ENERGY LABOR 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/ Christopher Sotos  
Name: Christopher Sotos  
Title: Treasurer

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

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Treasurer

TEXAS GENCO LP, LLC

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Management Committee Member

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

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Treasurer

Signature Page to Fifty-Fourth 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 Fifty-Fourth Supplemental Indenture

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FIFTY-FIFTH SUPPLEMENTAL INDENTURE FOR  
ADDITIONAL SUBSIDIARY GUARANTEES

FIFTY-FIFTH SUPPLEMENTAL INDENTURE (this "*Supplemental Indenture for Additional Guarantees*"), dated as of November 8, 2011, among Energy Plus Holdings LLC, Energy Plus Natural Gas LP, Independence Energy Alliance LLC, Independence Energy Group LLC and Independence Energy Natural Gas LLC (each, a "*Guaranteeing Subsidiary*" and together, the "*Guaranteeing Subsidiaries*"), each an indirect 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 indentures 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 forty-second supplemental indenture (the "*Forty-Second Supplemental Indenture*"), dated as of January 26, 2011, among the Company, the Guarantors named therein 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 and the Trustee (the "*Forty-Ninth Supplemental Indenture*" and together with the Base Indenture and the Forty-Second 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.* The Guaranteeing Subsidiaries hereby become parties to the Indenture as Guarantors 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 Subsidiaries hereby agree 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 Subsidiaries shall be deemed Guarantors 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]

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:

ENERGY PLUS HOLDINGS LLC

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Vice President and Treasurer

ENERGY PLUS NATURAL GAS LP

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Vice President and Treasurer

INDEPENDENCE ENERGY ALLIANCE LLC

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Vice President and Treasurer

INDEPENDENCE ENERGY GROUP LLC

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Vice President and Treasurer

INDEPENDENCE ENERGY NATURAL GAS LLC

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Vice President and Treasurer

ISSUER:

NRG ENERGY, INC.

By: /s/ Christopher Sotos

Name: Christopher Sotos

Title: Vice President and Treasurer

EXISTING GUARANTORS:

ARTHUR KILL POWER LLC  
ASTORIA GAS TURBINE POWER LLC  
CABRILLO POWER I LLC  
CABRILLO POWER II LLC  
CARBON MANAGEMENT SOLUTIONS LLC  
CLEAN EDGE ENERGY LLC  
CONEMAUGH POWER LLC  
CONNECTICUT JET POWER LLC  
COTTONWOOD DEVELOPMENT LLC  
COTTONWOOD ENERGY COMPANY LP  
COTTONWOOD GENERATING PARTNERS I LLC  
COTTONWOOD GENERATING PARTNERS II LLC  
COTTONWOOD GENERATING PARTNERS III LLC  
COTTONWOOD TECHNOLOGY PARTNERS LP  
DEVON POWER LLC  
DUNKIRK POWER LLC  
EASTERN SIERRA ENERGY COMPANY  
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  
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 AFFILIATE SERVICES INC.  
NRG ARTESIAN ENERGY LLC  
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 ENERGY SERVICES LLC  
NRG GENERATION HOLDINGS, INC.  
NRG HUNTLEY OPERATIONS INC.  
NRG ILION LP LLC  
NRG INTERNATIONAL LLC  
NRG MAINTENANCE SERVICES LLC  
NRG MEXTRANS INC.  
NRG MIDATLANTIC AFFILIATE SERVICES INC.  
NRG MIDDLETOWN OPERATIONS INC.  
NRG MONTVILLE OPERATIONS INC.  
NRG NEW JERSEY ENERGY SALES LLC  
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 POWER MARKETING LLC  
NRG RETAIL LLC  
NRG ROCKFORD ACQUISITION LLC  
NRG SAGUARO OPERATIONS INC.  
NRG SERVICES CORPORATION

Signature Page to Fifty-Fifth Supplemental Indenture

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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 TEXAS HOLDING INC.  
NRG TEXAS LLC  
NRG TEXAS POWER LLC  
NRG WEST COAST LLC  
NRG WESTERN AFFILIATE SERVICES INC.  
O'BRIEN COGENERATION, INC. II  
ONSITE ENERGY, INC.  
OSWEGO HARBOR POWER LLC  
PENNYWISE 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  
RELIANT ENERGY TEXAS RETAIL, 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  
VIENNA OPERATIONS INC.  
VIENNA POWER LLC  
WCP (GENERATION) HOLDINGS LLC  
WEST COAST POWER LLC

By: /s/ Christopher Sotos

Name: Christopher Sotos

Title: Treasurer

Signature Page to Fifty-Fifth Supplemental Indenture

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ELBOW CREEK WIND PROJECT LLC

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Vice President and Controller

GCP FUNDING COMPANY, LLC

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Management Board Member

GREEN MOUNTAIN ENERGY COMPANY

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Vice President, Treasury

NRG CONSTRUCTION LLC

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

NRG ENERGY LABOR 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/ Christopher Sotos  
Name: Christopher Sotos  
Title: Treasurer

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

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Treasurer

TEXAS GENCO LP, LLC

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Management Committee Member

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

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Treasurer

Signature Page to Fifty-Fifth 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 Fifty-Fifth Supplemental Indenture

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FIFTY-SIXTH SUPPLEMENTAL INDENTURE FOR  
ADDITIONAL SUBSIDIARY GUARANTEES

FIFTY-SIXTH SUPPLEMENTAL INDENTURE (this "*Supplemental Indenture for Additional Guarantees*"), dated as of November 8, 2011, among Energy Plus Holdings LLC, Energy Plus Natural Gas LP, Independence Energy Alliance LLC, Independence Energy Group LLC and Independence Energy Natural Gas LLC (each, a "*Guaranteeing Subsidiary*" and together, the "*Guaranteeing Subsidiaries*"), each an indirect 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 indentures 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 fiftieth supplemental indenture (the "*Fiftieth Supplemental Indenture*" and together with the Base Indenture, the "*Indenture*"), dated as of May 24, 2011, among the Company, the Existing Guarantors 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*");

WHEREAS, the Indenture provides that under certain circumstances the Guarantoring Subsidiaries shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guarantoring 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 Guarantoring 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.* The Guarantoring Subsidiaries hereby become parties to the Indenture as Guarantors 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 Guarantoring Subsidiaries hereby agree 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 Guarantoring Subsidiaries shall be deemed Guarantors 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 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]

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:

ENERGY PLUS HOLDINGS LLC

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Vice President and Treasurer

ENERGY PLUS NATURAL GAS LP

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Vice President and Treasurer

INDEPENDENCE ENERGY ALLIANCE LLC

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Vice President and Treasurer

INDEPENDENCE ENERGY GROUP LLC

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Vice President and Treasurer

INDEPENDENCE ENERGY NATURAL GAS LLC

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Vice President and Treasurer

Signature Page to Fifty-Sixth Supplemental Indenture

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ISSUER:

NRG ENERGY, INC.

By: /s/ Christopher Sotos

Name: Christopher Sotos

Title: Vice President and Treasurer

EXISTING GUARANTORS:

ARTHUR KILL POWER LLC  
ASTORIA GAS TURBINE POWER LLC  
CABRILLO POWER I LLC  
CABRILLO POWER II LLC  
CARBON MANAGEMENT SOLUTIONS LLC  
CLEAN EDGE ENERGY LLC  
CONEMAUGH POWER LLC  
CONNECTICUT JET POWER LLC  
COTTONWOOD DEVELOPMENT LLC  
COTTONWOOD ENERGY COMPANY LP  
COTTONWOOD GENERATING PARTNERS I LLC  
COTTONWOOD GENERATING PARTNERS II LLC  
COTTONWOOD GENERATING PARTNERS III LLC  
COTTONWOOD TECHNOLOGY PARTNERS LP  
DEVON POWER LLC  
DUNKIRK POWER LLC  
EASTERN SIERRA ENERGY COMPANY  
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  
LANGFORD WIND POWER, LLC  
LOUISIANA GENERATING LLC  
MERIDEN GAS TURBINES LLC  
MIDDLETOWN POWER LLC  
MONTVILLE POWER LLC  
NEO CORPORATION  
NEO FREEHOLD-GEN LLC

Signature Page to Fifty-Sixth Supplemental Indenture

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NEO POWER SERVICES INC.  
NEW GENCO GP, LLC  
NORWALK POWER 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 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 ENERGY SERVICES LLC  
NRG GENERATION HOLDINGS, INC.  
NRG HUNTLEY OPERATIONS INC.  
NRG ILION LP LLC  
NRG INTERNATIONAL LLC  
NRG MAINTENANCE SERVICES LLC  
NRG MEXTRANS INC.  
NRG MIDATLANTIC AFFILIATE SERVICES INC.  
NRG MIDDLETOWN OPERATIONS INC.  
NRG MONTVILLE OPERATIONS INC.  
NRG NEW JERSEY ENERGY SALES LLC  
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 POWER MARKETING LLC  
NRG RETAIL LLC  
NRG ROCKFORD ACQUISITION LLC  
NRG SAGUARO OPERATIONS INC.  
NRG SERVICES CORPORATION

Signature Page to Fifty-Sixth Supplemental Indenture

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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 TEXAS HOLDING INC.  
NRG TEXAS LLC  
NRG TEXAS POWER LLC  
NRG WEST COAST LLC  
NRG WESTERN AFFILIATE SERVICES INC.  
O'BRIEN COGENERATION, INC. II  
ONSITE ENERGY, INC.  
OSWEGO HARBOR POWER LLC  
PENNYWISE 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  
RELIANT ENERGY TEXAS RETAIL, 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  
VIENNA OPERATIONS INC.  
VIENNA POWER LLC  
WCP (GENERATION) HOLDINGS LLC  
WEST COAST POWER LLC

By: /s/ Christopher Sotos

Name: Christopher Sotos

Title: Treasurer

Signature Page to Fifty-Sixth Supplemental Indenture

---

ELBOW CREEK WIND PROJECT LLC

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Vice President and Controller

GCP FUNDING COMPANY, LLC

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Management Board Member

GREEN MOUNTAIN ENERGY COMPANY

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Vice President, Treasury

NRG CONSTRUCTION LLC

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

NRG ENERGY LABOR 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/ Christopher Sotos  
Name: Christopher Sotos  
Title: Treasurer



NRG SOUTH TEXAS LP

By: Texas Genco GP, LLC, its General Partner

By: /s/ Christopher Sotos

Name: Christopher Sotos

Title: Treasurer

TEXAS GENCO LP, LLC

By: /s/ Christopher Sotos

Name: Christopher Sotos

Title: Management Committee Member

TEXAS GENCO SERVICES, LP

By: New Genco GP, LLC, its General Partner

By: /s/ Christopher Sotos

Name: Christopher Sotos

Title: Treasurer

Signature Page to Fifty-Sixth 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 Fifty-Sixth Supplemental Indenture

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FIFTY-SEVENTH SUPPLEMENTAL INDENTURE FOR  
ADDITIONAL SUBSIDIARY GUARANTEES

FIFTY-SEVENTH SUPPLEMENTAL INDENTURE (this "*Supplemental Indenture for Additional Guarantees*"), dated as of November 8, 2011, among Energy Plus Holdings LLC, Energy Plus Natural Gas LP, Independence Energy Alliance LLC, Independence Energy Group LLC and Independence Energy Natural Gas LLC (each, a "*Guaranteeing Subsidiary*" and together, the "*Guaranteeing Subsidiaries*"), each an indirect 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 indentures 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 fifty-first supplemental indenture (the "*Fifty-First Supplemental Indenture*" and together with the Base Indenture, the "*Indenture*"), dated as of May 24, 2011, among the Company, the Existing Guarantors 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*");

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.* The Guaranteeing Subsidiaries hereby become parties to the Indenture as Guarantors 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 Subsidiaries hereby agree 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 Subsidiaries shall be deemed Guarantors 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 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]

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:

ENERGY PLUS HOLDINGS LLC

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Vice President and Treasurer

ENERGY PLUS NATURAL GAS LP

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Vice President and Treasurer

INDEPENDENCE ENERGY ALLIANCE LLC

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Vice President and Treasurer

INDEPENDENCE ENERGY GROUP LLC

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Vice President and Treasurer

INDEPENDENCE ENERGY NATURAL GAS LLC

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Vice President and Treasurer

ISSUER:

NRG ENERGY, INC.

By: /s/ Christopher Sotos

Name: Christopher Sotos

Title: Vice President and Treasurer

EXISTING GUARANTORS:

ARTHUR KILL POWER LLC  
ASTORIA GAS TURBINE POWER LLC  
CABRILLO POWER I LLC  
CABRILLO POWER II LLC  
CARBON MANAGEMENT SOLUTIONS LLC  
CLEAN EDGE ENERGY LLC  
CONEMAUGH POWER LLC  
CONNECTICUT JET POWER LLC  
COTTONWOOD DEVELOPMENT LLC  
COTTONWOOD ENERGY COMPANY LP  
COTTONWOOD GENERATING PARTNERS I LLC  
COTTONWOOD GENERATING PARTNERS II LLC  
COTTONWOOD GENERATING PARTNERS III LLC  
COTTONWOOD TECHNOLOGY PARTNERS LP  
DEVON POWER LLC  
DUNKIRK POWER LLC  
EASTERN SIERRA ENERGY COMPANY  
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  
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 AFFILIATE SERVICES INC.  
NRG ARTESIAN ENERGY LLC  
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 ENERGY SERVICES LLC  
NRG GENERATION HOLDINGS, INC.  
NRG HUNTLEY OPERATIONS INC.  
NRG ILION LP LLC  
NRG INTERNATIONAL LLC  
NRG MAINTENANCE SERVICES LLC  
NRG MEXTRANS INC.  
NRG MIDATLANTIC AFFILIATE SERVICES INC.  
NRG MIDDLETOWN OPERATIONS INC.  
NRG MONTVILLE OPERATIONS INC.  
NRG NEW JERSEY ENERGY SALES LLC  
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 POWER MARKETING LLC  
NRG RETAIL LLC  
NRG ROCKFORD ACQUISITION LLC  
NRG SAGUARO OPERATIONS INC.  
NRG SERVICES CORPORATION

Signature Page to Fifty-Seventh Supplemental Indenture

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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 TEXAS HOLDING INC.  
NRG TEXAS LLC  
NRG TEXAS POWER LLC  
NRG WEST COAST LLC  
NRG WESTERN AFFILIATE SERVICES INC.  
O'BRIEN COGENERATION, INC. II  
ONSITE ENERGY, INC.  
OSWEGO HARBOR POWER LLC  
PENNYWISE 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  
RELIANT ENERGY TEXAS RETAIL, 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  
VIENNA OPERATIONS INC.  
VIENNA POWER LLC  
WCP (GENERATION) HOLDINGS LLC  
WEST COAST POWER LLC

By: /s/ Christopher Sotos

Name: Christopher Sotos

Title: Treasurer

Signature Page to Fifty-Seventh Supplemental Indenture

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ELBOW CREEK WIND PROJECT LLC

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Vice President and Controller

GCP FUNDING COMPANY, LLC

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Management Board Member

GREEN MOUNTAIN ENERGY COMPANY

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Vice President, Treasury

NRG CONSTRUCTION LLC

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

NRG ENERGY LABOR 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/ Christopher Sotos  
Name: Christopher Sotos  
Title: Treasurer

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

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Treasurer

TEXAS GENCO LP, LLC

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Management Committee Member

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

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: Treasurer

Signature Page to Fifty-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 Fifty-Seventh Supplemental Indenture

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