
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 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):

June 23, 2010

NRG Energy, Inc.

(Exact name of registrant as specified in its charter)

Delaware

001-15891

41-1724239

(State or other jurisdiction
of incorporation)

(Commission
File Number)

(I.R.S. Employer
Identification No.)

211 Carnegie Center, Princeton, New Jersey

08540

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code:

609-524-4500

Not Applicable

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))
-

[Top of the Form](#)

Item 1.01 Entry into a Material Definitive Agreement.

On June 23, 2010, NRG Energy, Inc. ("NRG"), the subsidiaries of NRG named in the Twenty-Eighth Supplemental Indenture (as hereinafter defined) (the "Existing Guarantors"), Elbow Creek Wind Power LLC and NRG Energy Services LLC (the "Guaranteeing Subsidiaries") and Law Debenture Trust Company of New York, as trustee (the "Trustee"), entered into a thirty-second supplemental indenture (the "Thirty-Second Supplemental Indenture"), supplementing the indenture, dated as of February 2, 2006 (the "Base Indenture"), among NRG and the Trustee, as supplemented by a first supplemental indenture, dated as of February 2, 2006, among NRG, the guarantors named therein and the Trustee, pursuant to which NRG issued \$1,200,000,000 aggregate principal amount of 7.250% senior notes due 2014 (the "2014 Notes"), and as supplemented by a third supplemental indenture, dated as of March 14, 2006, among NRG, the Existing Guarantors party thereto and the Trustee, a fifth supplemental indenture, dated as of April 28, 2006, among NRG, the Existing Guarantors party thereto and the Trustee, a seventh supplemental indenture, dated as of November 13, 2006 among NRG, the Existing Guarantors party thereto and the Trustee, a tenth supplemental indenture, dated as of July 19, 2007 among NRG, the Existing Guarantors party thereto and the Trustee, a thirteenth supplemental indenture, dated as of August 28, 2007, among NRG, the Existing Guarantors party thereto and the Trustee, a sixteenth supplemental indenture, dated as of April 28, 2009, among NRG, the Existing Guarantors party thereto and the Trustee, a nineteenth supplemental indenture, dated as of May 8, 2009, among NRG, the Existing Guarantors party thereto and the Trustee, a twenty-fourth supplemental indenture, dated as of October 5, 2009 (the "Twenty-Fourth Supplemental Indenture"), among NRG, the Existing Guarantors party thereto and the Trustee and a twenty-eighth supplemental indenture, dated as of April 16, 2010 (the "Twenty-Eighth Supplemental Indenture"), among NRG, the Existing Guarantors and the Trustee. Pursuant to the Thirty-Second Supplemental Indenture, the Guaranteing Subsidiaries became guarantors of NRG's obligations under its 2014 Notes.

On June 23, 2010, NRG, the Existing Guarantors, the Guaranteing Subsidiaries and the Trustee entered into a thirty-third supplemental indenture (the "Thirty-Third Supplemental Indenture"), supplementing the Base Indenture, as supplemented by a second supplemental indenture, dated as of February 2, 2006, among NRG, the guarantors named therein and the Trustee, pursuant to which NRG issued \$2,400,000,000 aggregate principal amount of 7.375% senior notes due 2016 (the "2016 Notes"), and as supplemented by a fourth supplemental indenture, dated as of March 14, 2006, among NRG, the Existing Guarantors party thereto and the Trustee, a sixth supplemental indenture, dated as of April 28, 2006, among NRG, the Existing Guarantors party thereto and the Trustee, an eighth supplemental indenture, dated as of November 13, 2006, among NRG, the Existing Guarantors party thereto and the Trustee, an eleventh supplemental indenture, dated as of July 19, 2007, among NRG, the Existing Guarantors party thereto and the Trustee, a fourteenth supplemental indenture, dated as of August 28, 2007, among NRG, the Existing Guarantors party thereto and the Trustee, a seventeenth supplemental indenture, dated as of April 28, 2009, among NRG, the Existing Guarantors party thereto and the Trustee, a twentieth supplemental indenture, dated as of May 8, 2009, among NRG, the Existing Guarantors party thereto and the Trustee, a twenty-fifth supplemental indenture, dated as of October 5, 2009, among NRG, the Existing Guarantors party thereto and the Trustee and a twenty-ninth supplemental indenture, dated as of April 16, 2010, among NRG, the Existing Guarantors and the Trustee. Pursuant to the Thirty-Third Supplemental Indenture, the Guaranteing Subsidiaries became guarantors of NRG's obligations under its 2016 Notes.

On June 23, 2010, NRG, the Existing Guarantors, the Guaranteing Subsidiaries and the Trustee entered into a thirty-fourth supplemental indenture (the "Thirty-Fourth Supplemental Indenture"), supplementing the Base Indenture, as supplemented by a ninth supplemental indenture, dated as of November 21, 2006, among NRG, the Existing 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"), and as supplemented by a twelfth supplemental indenture, dated as of July 19, 2007, among NRG, the Existing Guarantors party thereto and the Trustee, a fifteenth supplemental indenture, dated as of August 28, 2007, among NRG the Existing Guarantors party thereto and the Trustee, an eighteenth supplemental indenture, dated as of April 28, 2009, among NRG, the Existing Guarantors party thereto and the Trustee, a twenty-first supplemental indenture, dated as of May 8, 2009, among NRG, the Existing Guarantors party thereto and the Trustee, a twenty-sixth supplemental indenture, dated as of October 5, 2009, among NRG, the Existing Guarantors party thereto and the Trustee and a thirtieth supplemental indenture, dated as of April 16, 2010, among NRG, the Existing Guarantors and the Trustee. Pursuant to the Thirty-Fourth Supplemental Indenture, the Guaranteing Subsidiaries became guarantors of NRG's obligations under its 2017 Notes.

On June 23, 2010, NRG, the Existing Guarantors, the Guaranteing Subsidiaries and the Trustee entered into the thirty-fifth supplemental indenture (the "Thirty-Fifth Supplemental Indenture"), supplementing the Base Indenture, as supplemented by a twenty-second supplemental indenture, dated as of June 5, 2009, among NRG, the Existing 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 "2019 Notes"), and as supplemented by a twenty-third supplemental indenture, dated as of July 14, 2009, among NRG, the Existing Guarantors party thereto and the Trustee, a twenty-seventh supplemental indenture, dated as of October 5, 2009, among NRG, the Existing Guarantors party thereto and the Trustee and a thirty-first supplemental indenture, dated as of April 16, 2010, among NRG, the Existing Guarantors and the Trustee. Pursuant to the Thirty-Fourth Supplemental Indenture, the Guaranteing Subsidiaries became guarantors of NRG's obligations under its 2019 Notes.

A copy of the Thirty-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 Thirty-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 Thirty-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 Thirty-Fifth Supplemental Indenture is attached as Exhibit 4.4 to this Current Report on Form 8-K and is incorporated by reference herein. The description of the material terms of the Thirty-Second Supplemental Indenture, Thirty-Third Supplemental Indenture, Thirty-Fourth Supplemental Indenture and Thirty-Fifth Supplemental Indenture is qualified in its entirety by reference to such exhibits.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number and Description

4.1 - Thirty-Second Supplemental Indenture, dated as of June 23, 2010, among NRG Energy, Inc., the existing guarantors named therein, the guaranteeing subsidiaries named therein and Law Debenture Trust Company of New York.

4.2 - Thirty-Third Supplemental Indenture, dated as of June 23, 2010, among NRG Energy, Inc., the existing guarantors named therein, the guaranteeing subsidiaries named therein and Law Debenture Trust Company of New York.

4.3 - Thirty-Fourth Supplemental Indenture, dated as of June 23, 2010, among NRG Energy, Inc., the existing guarantors named therein, the guaranteeing subsidiaries named therein and Law Debenture Trust Company of New York.

4.4 - Thirty-Fifth Supplemental Indenture, dated as of June 23, 2010, among NRG Energy, Inc., the existing guarantors named therein, the guaranteeing subsidiaries named therein and Law Debenture Trust Company of New York.

[Top of the Form](#)

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.

June 29, 2010

By: */s/ Michael R. Bramnick*

Name: Michael R. Bramnick

Title: Sr. Vice President & General Counsel

Exhibit Index

| Exhibit No. | Description |
|--------------------|--|
| 4.1 | Thirty-Second Supplemental Indenture, dated as of June 23, 2010, among NRG Energy, Inc., the existing guarantors named therein, the guaranteeing subsidiaries named therein and Law Debenture Trust Company of New York. |
| 4.2 | Thirty-Third Supplemental Indenture, dated as of June 23, 2010, among NRG Energy, Inc., the existing guarantors named therein, the guaranteeing subsidiaries named therein and Law Debenture Trust Company of New York. |
| 4.3 | Thirty-Fourth Supplemental Indenture, dated as of June 23, 2010, among NRG Energy, Inc., the existing guarantors named therein, the guaranteeing subsidiaries named therein and Law Debenture Trust Company of New York. |
| 4.4 | Thirty-Fifth Supplemental Indenture, dated as of June 23, 2010, among NRG Energy, Inc., the existing guarantors named therein, the guaranteeing subsidiaries named therein and Law Debenture Trust Company of New York. |

THIRTY-SECOND SUPPLEMENTAL INDENTURE FOR
ADDITIONAL SUBSIDIARY GUARANTEES

Thirty-Second Supplemental Indenture (this “*Supplemental Indenture for Additional Guarantees*”), dated as of June 23, 2010, among Elbow Creek Wind Power LLC and NRG Energy Services 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 page 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 first supplemental indenture (the “*First Supplemental Indenture*”), dated as of February 2, 2006, 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 7.250% Senior Notes due 2014 (the “*Initial Notes*”), and, subject to the terms of the Indenture, future unlimited issuances of 7.250% Senior Notes due 2014 (the “*Additional Notes*,” and together with the Initial Notes, the “*Notes*”), a third supplemental indenture (the “*Third Supplemental Indenture*”), dated as of March 14, 2006, among the Company, the Existing Guarantors party thereto and the Trustee, a fifth supplemental indenture (the “*Fifth Supplemental Indenture*”), dated as of April 28, 2006, among the Company, the Existing Guarantors party thereto and the Trustee, a seventh supplemental indenture (the “*Seventh Supplemental Indenture*”), dated as of November 13, 2006, among the Company, the Existing Guarantors party thereto and the Trustee, a tenth supplemental indenture, dated as of July 19, 2007, among the Company, the Existing Guarantors party thereto and the Trustee (the “*Tenth Supplemental Indenture*”), a thirteenth supplemental indenture (the “*Thirteenth Supplemental Indenture*”), dated as of August 28, 2007, among the Company, the Existing Guarantors party thereto and the Trustee, a sixteenth supplemental indenture (the “*Sixteenth Supplemental Indenture*”), dated as of April 28, 2009, among the Company, the Guaranteing Subsidiary, the Existing Guarantors party thereto and the Trustee, a nineteenth supplemental indenture, dated as of May 8, 2009, among the Company, the Existing Guarantors and the Trustee (the “*Nineteenth Supplemental Indenture*”), a twenty-fourth supplemental indenture, dated as of October 5, 2009, among the Company, the Existing Guarantors party thereto and the Trustee (the “*Twenty-Fourth Supplemental Indenture*”) and a twenty-eighth supplemental indenture, dated as of April 16, 2010, among the Company, the Existing Guarantors and the Trustee (the “*Twenty-Eighth Supplemental Indenture*” and together with the Base Indenture, the First Supplemental Indenture, the Third Supplemental Indenture, the Fifth Supplemental Indenture, the Seventh Supplemental Indenture, the Tenth Supplemental Indenture, the Thirteenth Supplemental Indenture, the Sixteenth Supplemental Indenture, the Nineteenth Supplemental Indenture and the Twenty-Fourth Supplemental Indenture, the “*Indenture*”);

WHEREAS, the Indenture provides that under certain circumstances the Guaranteing Subsidiaries shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteing 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 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 Guaranteing 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 Guaranteing Subsidiaries hereby become parties to the First Supplemental 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 Guaranteing Subsidiaries hereby agree to be bound by all of the provisions of the First Supplemental Indenture applicable to a Guarantor and to perform all of the Obligations and agreements of a Guarantor under the First Supplemental Indenture. In furtherance of the foregoing, the Guaranteing Subsidiaries shall be deemed Guarantors for purposes of Article 10 of the 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.

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:

ELBOW CREEK WIND POWER LLC

By: /s/ Christopher Sotos

Name: Christopher Sotos

Title: Vice President & Controller

NRG ENERGY SERVICES LLC

By: /s/ Michael R. Carroll

Name: Michael R. Carroll

Title: President

Issuer:

NRG ENERGY, INC.

By: /s/ Christopher Sotos

Name: Christopher Sotos
Title: Vice President & Treasurer

Existing Guarantors:

ARTHUR KILL POWER LLC
ASTORIA GAS TURBINE POWER LLC
BERRIANS I GAS TURBINE POWER LLC
BIG CAJUN II UNIT 4 LLC
CABRILLO POWER I LLC
CABRILLO POWER II LLC
CARBON MANAGEMENT SOLUTIONS LLC
CLEAN EDGE ENERGY LLC
CONEMAUGH POWER LLC
CONNECTICUT JET POWER LLC
DEVON POWER LLC
DUNKIRK POWER LLC
EASTERN SIERRA ENERGY COMPANY
EL SEGUNDO POWER LLC
EL SEGUNDO POWER II LLC
HOFFMAN SUMMIT WIND PROJECT, LLC
HUNTLEY IGCC LLC
HUNTLEY POWER LLC
INDIAN RIVER IGCC LLC
INDIAN RIVER OPERATIONS INC.
INDIAN RIVER POWER LLC
JAMES RIVER POWER LLC
KEYSTONE POWER LLC
LANGFORD WIND POWER, LLC
LOUISIANA GENERATING LLC
MIDDLETOWN POWER LLC
MONTVILLE IGCC 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 DEVON OPERATIONS INC.
NRG DUNKIRK OPERATIONS INC.
NRG EL SEGUNDO OPERATIONS INC.
NRG GENERATION HOLDINGS, INC.
NRG HUNTLEY OPERATIONS INC.
NRG INTERNATIONAL LLC
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 POWER MARKETING LLC
NRG RETAIL LLC
NRG SAGUARO OPERATIONS INC.
NRG SOUTH CENTRAL AFFILIATE SERVICES INC.
NRG SOUTH CENTRAL GENERATING LLC
NRG SOUTH CENTRAL OPERATIONS INC.
NRG TEXAS C&I SUPPLY LLC
NRG TEXAS LLC
NRG TEXAS HOLDING INC.
NRG TEXAS POWER LLC
NRG WEST COAST LLC
NRG WESTERN AFFILIATE SERVICES INC.
OSWEGO HARBOR POWER LLC
RELIANT ENERGY POWER SUPPLY, LLC
RELIANT ENERGY RETAIL HOLDINGS, LLC
RELIANT ENERGY RETAIL SERVICES, LLC
RELIANT ENERGY SERVICES TEXAS, LLC
RELIANT ENERGY TEXAS RETAIL, LLC
RE RETAIL RECEIVABLES, LLC
RERH HOLDINGS, LLC
SAGUARO POWER LLC
SAN JUAN MESA WIND PROJECT II, 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

GCP FUNDING COMPANY, LLC

TEXAS GENCO LP, LLC

By: ___/s/ Christopher Sotos—

Name: Christopher Sotos
Title: Management Board Member

NRG SOUTH TEXAS LP

By: Texas Genco GP, LLC, its General Partner

By: ___/s/ Christopher Sotos—

Name: Christopher Sotos
Title: Vice President & Treasurer

TEXAS GENCO SERVICES, LP

By: New Genco GP, LLC, its General Partner

By: ___/s/ Christopher Sotos—

Name: Christopher Sotos
Title: Vice President & Treasurer

NRG CONSTRUCTION LLC

By: ___/s/ Rachel Smith—

Name: Rachel Smith
Title: Treasurer

Attest:

By: ___/s/ Tanuja M. Dehne—

Name: Tanuja M. Dehne
Title: Corporate Secretary

LAW DEBENTURE TRUST COMPANY OF NEW YORK,

as Trustee

By: ___/s/ James D. Heaney—

Name: James D. Heaney
Title: Managing Director

THIRTY-THIRD SUPPLEMENTAL INDENTURE FOR
ADDITIONAL SUBSIDIARY GUARANTEES

Thirty-third Supplemental Indenture (this “*Supplemental Indenture for Additional Guarantees*”), dated as of June 23, 2010, among Elbow Creek Wind Power LLC and NRG Energy Services 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 page 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 second supplemental indenture (the “*Second Supplemental Indenture*”), dated as of February 2, 2006, among the Company, the Guarantors named therein and the Trustee, providing for the original issuance of an aggregate principal amount of \$2,400 million of 7.375% Senior Notes due 2016 (the “*Initial Notes*”), and, subject to the terms of the Indenture, future unlimited issuances of 7.375% Senior Notes due 2016 (the “*Additional Notes*,” and together with the Initial Notes, the “*Notes*”), a fourth supplemental indenture, dated as of March 14, 2006, among the Company, the Existing Guarantors party thereto and the Trustee (the “*Fourth Supplemental Indenture*”), a sixth supplemental indenture, dated as of April 28, 2006, among the Company, the Existing Guarantors party thereto and the Trustee (the “*Sixth Supplemental Indenture*”), an eighth supplemental indenture, dated as of November 13, 2006, among the Company, the Existing Guarantors party thereto and the Trustee (the “*Eighth Supplemental Indenture*”), an eleventh supplemental indenture, dated as of July 19, 2007, among the Company, the Existing Guarantors party thereto and the Trustee (the “*Eleventh Supplemental Indenture*”), a fourteenth supplemental indenture, dated as of August 28, 2007, among the Company, the Existing Guarantors and the Trustee (the “*Fourteenth Supplemental Indenture*”), a seventeenth supplemental indenture, dated as of April 28, 2009 among the Company, the Existing Guarantors party thereto and the Trustee (the “*Seventeenth Supplemental Indenture*”), a twentieth supplemental indenture, dated as of May 8, 2009 among the Company, the Existing Guarantors party thereto and the Trustee (the “*Twentieth Supplemental Indenture*”) and a twenty-fifth supplemental indenture, dated as of October 5, 2009 among the Company, the Existing Guarantors party thereto and the Trustee (the “*Twenty-Fifth Supplemental Indenture*”) and a twenty-ninth supplemental indenture, dated as of April 16, 2010, among the Company, the Existing Guarantors and the Trustee (the “*Twenty-Ninth Supplemental Indenture*” and together with the Base Indenture, the Second Supplemental Indenture, the Fourth Supplemental Indenture, the Sixth Supplemental Indenture, the Eighth Supplemental Indenture, the Eleventh Supplemental Indenture, the Fourteenth Supplemental Indenture, the Seventeenth Supplemental Indenture, the Twentieth Supplemental Indenture and the Twenty-Fifth Supplemental Indenture, the “*Indenture*”);

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

WHEREAS, pursuant to Section 4.17 of the 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 Second Supplemental 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 Second Supplemental Indenture applicable to a Guarantor and to perform all of the Obligations and agreements of a Guarantor under the Second Supplemental Indenture. In furtherance of the foregoing, the Guaranteeing Subsidiaries shall be deemed Guarantors for purposes of Article 10 of the 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.

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:

ELBOW CREEK WIND POWER LLC

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

NRG ENERGY SERVICES LLC

By: /s/ Michael R. Carroll
Name: Michael R. Carroll
Title: President

Issuer:

NRG ENERGY, INC.

By: /s/ Christopher Sotos

Name: Christopher Sotos
Title: Vice President & Treasurer

Existing Guarantors:

ARTHUR KILL POWER LLC
ASTORIA GAS TURBINE POWER LLC
BERRIANS I GAS TURBINE POWER LLC
BIG CAJUN II UNIT 4 LLC
CABRILLO POWER I LLC
CABRILLO POWER II LLC
CARBON MANAGEMENT SOLUTIONS LLC
CLEAN EDGE ENERGY LLC
CONEMAUGH POWER LLC
CONNECTICUT JET POWER LLC
DEVON POWER LLC
DUNKIRK POWER LLC
EASTERN SIERRA ENERGY COMPANY
EL SEGUNDO POWER LLC
EL SEGUNDO POWER II LLC
HOFFMAN SUMMIT WIND PROJECT, LLC
HUNTLEY IGCC LLC
HUNTLEY POWER LLC
INDIAN RIVER IGCC LLC
INDIAN RIVER OPERATIONS INC.
INDIAN RIVER POWER LLC
JAMES RIVER POWER LLC
KEYSTONE POWER LLC
LANGFORD WIND POWER, LLC
LOUISIANA GENERATING LLC
MIDDLETOWN POWER LLC
MONTVILLE IGCC 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 DEVON OPERATIONS INC.
NRG DUNKIRK OPERATIONS INC.
NRG EL SEGUNDO OPERATIONS INC.
NRG GENERATION HOLDINGS, INC.
NRG HUNTLEY OPERATIONS INC.
NRG INTERNATIONAL LLC
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 POWER MARKETING LLC
NRG RETAIL LLC
NRG SAGUARO OPERATIONS INC.
NRG SOUTH CENTRAL AFFILIATE SERVICES INC.
NRG SOUTH CENTRAL GENERATING LLC
NRG SOUTH CENTRAL OPERATIONS INC.
NRG TEXAS C&I SUPPLY LLC
NRG TEXAS LLC
NRG TEXAS HOLDING INC.
NRG TEXAS POWER LLC
NRG WEST COAST LLC
NRG WESTERN AFFILIATE SERVICES INC.
OSWEGO HARBOR POWER LLC
RELIANT ENERGY POWER SUPPLY, LLC
RELIANT ENERGY RETAIL HOLDINGS, LLC
RELIANT ENERGY RETAIL SERVICES, LLC
RELIANT ENERGY SERVICES TEXAS, LLC
RELIANT ENERGY TEXAS RETAIL, LLC
RE RETAIL RECEIVABLES, LLC
RERH HOLDINGS, LLC
SAGUARO POWER LLC
SAN JUAN MESA WIND PROJECT II, 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

GCP FUNDING COMPANY, LLC

TEXAS GENCO LP, LLC

By: ___/s/ Christopher Sotos—

Name: Christopher Sotos
Title: Management Board Member

NRG SOUTH TEXAS LP

By: Texas Genco GP, LLC, its General Partner

By: ___/s/ Christopher Sotos—

Name: Christopher Sotos
Title: Vice President & Treasurer

TEXAS GENCO SERVICES, LP

By: New Genco GP, LLC, its General Partner

By: ___/s/ Christopher Sotos—

Name: Christopher Sotos
Title: Vice President & Treasurer

NRG CONSTRUCTION LLC

By: ___/s/ Rachel Smith—

Name: Rachel Smith
Title: Treasurer

Attest:

By: ___/s/ Tanuja M. Dehne—

Name: Tanuja M. Dehne
Title: Corporate Secretary

LAW DEBENTURE TRUST COMPANY OF NEW YORK,

as Trustee

By: ___/s/ James D. Heaney—

Name: James D. Heaney
Title: Managing Director

THIRTY-FOURTH SUPPLEMENTAL INDENTURE FOR
ADDITIONAL SUBSIDIARY GUARANTEES

Thirty-fourth Supplemental Indenture (this “*Supplemental Indenture for Additional Guarantees*”), dated as of June 23, 2010, among Elbow Creek Wind Power LLC and NRG Energy Services 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 page 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 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*”) and a thirtieth supplemental indenture, dated as of April 16, 2010, among the Company, the Existing Guarantors and the Trustee (“the “*Thirtieth 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 and the Twenty-Sixth Supplemental Indenture, the “*Indenture*”);

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

WHEREAS, pursuant to Section 4.17 of the 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 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 Ninth Supplemental 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 Guaranteeing Subsidiaries hereby agree to be bound by all of the provisions of the Ninth Supplemental Indenture applicable to a Guarantor and to perform all of the Obligations and agreements of a Guarantor under the Ninth Supplemental Indenture. In furtherance of the foregoing, the Guaranteeing 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 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.

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:

ELBOW CREEK WIND POWER LLC

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

NRG ENERGY SERVICES LLC

By: /s/ Michael R. Carroll
Name: Michael R. Carroll
Title: President

Issuer:

NRG ENERGY, INC.

By: /s/ Christopher Sotos

Name: Christopher Sotos
Title: Vice President & Treasurer

Existing Guarantors:

ARTHUR KILL POWER LLC
ASTORIA GAS TURBINE POWER LLC
BERRIANS I GAS TURBINE POWER LLC
BIG CAJUN II UNIT 4 LLC
CABRILLO POWER I LLC
CABRILLO POWER II LLC
CARBON MANAGEMENT SOLUTIONS LLC
CLEAN EDGE ENERGY LLC
CONEMAUGH POWER LLC
CONNECTICUT JET POWER LLC
DEVON POWER LLC
DUNKIRK POWER LLC
EASTERN SIERRA ENERGY COMPANY
EL SEGUNDO POWER LLC
EL SEGUNDO POWER II LLC
HOFFMAN SUMMIT WIND PROJECT, LLC
HUNTLEY IGCC LLC
HUNTLEY POWER LLC
INDIAN RIVER IGCC LLC
INDIAN RIVER OPERATIONS INC.
INDIAN RIVER POWER LLC
JAMES RIVER POWER LLC
KEYSTONE POWER LLC
LANGFORD WIND POWER, LLC
LOUISIANA GENERATING LLC
MIDDLETOWN POWER LLC
MONTVILLE IGCC 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 DEVON OPERATIONS INC.
NRG DUNKIRK OPERATIONS INC.
NRG EL SEGUNDO OPERATIONS INC.
NRG GENERATION HOLDINGS, INC.
NRG HUNTLEY OPERATIONS INC.
NRG INTERNATIONAL LLC
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 POWER MARKETING LLC
NRG RETAIL LLC
NRG SAGUARO OPERATIONS INC.
NRG SOUTH CENTRAL AFFILIATE SERVICES INC.
NRG SOUTH CENTRAL GENERATING LLC
NRG SOUTH CENTRAL OPERATIONS INC.
NRG TEXAS C&I SUPPLY LLC
NRG TEXAS LLC
NRG TEXAS HOLDING INC.
NRG TEXAS POWER LLC
NRG WEST COAST LLC
NRG WESTERN AFFILIATE SERVICES INC.
OSWEGO HARBOR POWER LLC
RELIANT ENERGY POWER SUPPLY, LLC
RELIANT ENERGY RETAIL HOLDINGS, LLC
RELIANT ENERGY RETAIL SERVICES, LLC
RELIANT ENERGY SERVICES TEXAS, LLC
RELIANT ENERGY TEXAS RETAIL, LLC
RE RETAIL RECEIVABLES, LLC
RERH HOLDINGS, LLC
SAGUARO POWER LLC
SAN JUAN MESA WIND PROJECT II, 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

GCP FUNDING COMPANY, LLC

TEXAS GENCO LP, LLC

By: /s/ Christopher Sotos

Name: Christopher Sotos
Title: Management Board Member

NRG SOUTH TEXAS LP

By: Texas Genco GP, LLC, its General Partner

By: /s/ Christopher Sotos

Name: Christopher Sotos
Title: Vice President & Treasurer

TEXAS GENCO SERVICES, LP

By: New Genco GP, LLC, its General Partner

By: /s/ Christopher Sotos

Name: Christopher Sotos
Title: Vice President & Treasurer

NRG CONSTRUCTION LLC

By: ___/s/ Rachel Smith—

Attest: Name: Rachel Smith
Title: Treasurer

By: ___/s/ Tanuja M. Dehne—

Name: Tanuja M. Dehne
Title: Corporate Secretary

LAW DEBENTURE TRUST COMPANY OF NEW YORK,

as Trustee

By: ___/s/ James D. Heaney—

Name: James D. Heaney
Title: Managing Director

THIRTY-FIFTH SUPPLEMENTAL INDENTURE FOR
ADDITIONAL SUBSIDIARY GUARANTEES

Thirty-fifth Supplemental Indenture (this “*Supplemental Indenture for Additional Guarantees*”), dated as of June 23, 2010, among Elbow Creek Wind Power LLC and NRG Energy Services 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 page 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 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*”) and a thirty-first supplemental indenture, dated as of April 16, 2010, among the Company, the Existing Guarantors and the Trustee (“the “*Thirty-First Supplemental Indenture*” and together with the Base Indenture, the Twenty-Second Supplemental Indenture, the Twenty-Third Supplemental Indenture and the Twenty-Seventh Supplemental Indenture, the “*Indenture*”);

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

WHEREAS, pursuant to Section 4.17 of the 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 Supplemental 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 Supplemental Indenture applicable to a Guarantor and to perform all of the Obligations and agreements of a Guarantor under the Supplemental Indenture. In furtherance of the foregoing, the Guaranteeing Subsidiaries shall be deemed Guarantors for purposes of Article 10 of the 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.

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:

ELBOW CREEK WIND POWER LLC

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

NRG ENERGY SERVICES LLC

By: /s/ Michael R. Carroll
Name: Michael R. Carroll
Title: President

Issuer:

NRG ENERGY, INC.

By: ____/s/ Christopher Sotos—

Name: Christopher Sotos
Title: Vice President & Treasurer

Existing Guarantors:

ARTHUR KILL POWER LLC
ASTORIA GAS TURBINE POWER LLC
BERRIANS I GAS TURBINE POWER LLC
BIG CAJUN II UNIT 4 LLC
CABRILLO POWER I LLC
CABRILLO POWER II LLC
CARBON MANAGEMENT SOLUTIONS LLC
CLEAN EDGE ENERGY LLC
CONEMAUGH POWER LLC
CONNECTICUT JET POWER LLC
DEVON POWER LLC
DUNKIRK POWER LLC
EASTERN SIERRA ENERGY COMPANY
EL SEGUNDO POWER LLC
EL SEGUNDO POWER II LLC
HOFFMAN SUMMIT WIND PROJECT, LLC
HUNTLEY IGCC LLC
HUNTLEY POWER LLC
INDIAN RIVER IGCC LLC
INDIAN RIVER OPERATIONS INC.
INDIAN RIVER POWER LLC
JAMES RIVER POWER LLC
KEYSTONE POWER LLC
LANGFORD WIND POWER, LLC
LOUISIANA GENERATING LLC
MIDDLETOWN POWER LLC
MONTVILLE IGCC 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 DEVON OPERATIONS INC.
NRG DUNKIRK OPERATIONS INC.
NRG EL SEGUNDO OPERATIONS INC.
NRG GENERATION HOLDINGS, INC.
NRG HUNTLEY OPERATIONS INC.
NRG INTERNATIONAL LLC
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 POWER MARKETING LLC
NRG RETAIL LLC
NRG SAGUARO OPERATIONS INC.
NRG SOUTH CENTRAL AFFILIATE SERVICES INC.
NRG SOUTH CENTRAL GENERATING LLC
NRG SOUTH CENTRAL OPERATIONS INC.
NRG TEXAS C&I SUPPLY LLC
NRG TEXAS LLC
NRG TEXAS HOLDING INC.
NRG TEXAS POWER LLC
NRG WEST COAST LLC
NRG WESTERN AFFILIATE SERVICES INC.
OSWEGO HARBOR POWER LLC
RELIANT ENERGY POWER SUPPLY, LLC
RELIANT ENERGY RETAIL HOLDINGS, LLC
RELIANT ENERGY RETAIL SERVICES, LLC
RELIANT ENERGY SERVICES TEXAS, LLC
RELIANT ENERGY TEXAS RETAIL, LLC
RE RETAIL RECEIVABLES, LLC
RERH HOLDINGS, LLC
SAGUARO POWER LLC
SAN JUAN MESA WIND PROJECT II, 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

GCP FUNDING COMPANY, LLC

TEXAS GENCO LP, LLC

By: ___/s/ Christopher Sotos—

Name: Christopher Sotos
Title: Management Board Member

NRG SOUTH TEXAS LP

By: Texas Genco GP, LLC, its General Partner

By: ___/s/ Christopher Sotos—

Name: Christopher Sotos
Title: Vice President & Treasurer

TEXAS GENCO SERVICES, LP

By: New Genco GP, LLC, its General Partner

By: ___/s/ Christopher Sotos—

Name: Christopher Sotos
Title: Vice President & Treasurer

NRG CONSTRUCTION LLC

By: ___/s/ Rachel Smith—

Name: Rachel Smith
Title: Treasurer

Attest:

By: ___/s/ Tanuja M. Dehne—

Name: Tanuja M. Dehne
Title: Corporate Secretary

LAW DEBENTURE TRUST COMPANY OF NEW YORK,

as Trustee

By: ___/s/ James D. Heaney—

Name: James D. Heaney
Title: Managing Director