

---

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):

April 16, 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 April 16, 2010, NRG Energy, Inc. ("NRG"), the subsidiaries of NRG named in the Twenty-Fourth Supplemental Indenture (as hereinafter defined) (the "Existing Guarantors"), Carbon Management Solutions LLC, Clean Edge Energy LLC and NRG Artesian Energy LLC (the "Guaranteeing Subsidiaries") and Law Debenture Trust Company of New York, as trustee (the "Trustee"), entered into a twenty-eighth supplemental indenture (the "Twenty-Eighth 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 and a twenty-fourth supplemental indenture, dated as of October 5, 2009 (the "Twenty-Fourth Supplemental Indenture"), among NRG, the Existing Guarantors and the Trustee. Pursuant to the Twenty-Eighth Supplemental Indenture, the Guaranteeing Subsidiaries became guarantors of NRG's obligations under its 2014 Notes.

On April 16, 2010, NRG, the Existing Guarantors, the Guaranteeing Subsidiaries and the Trustee entered into a twenty-ninth supplemental indenture (the "Twenty-Ninth 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 and a twenty-fifth supplemental indenture, dated as of October 5, 2009, among NRG, the Existing Guarantors and the Trustee. Pursuant to the Twenty-Ninth Supplemental Indenture, the Guaranteeing Subsidiaries became guarantors of NRG's obligations under its 2016 Notes.

On April 16, 2010, NRG, the Existing Guarantors, the Guaranteeing Subsidiaries and the Trustee entered into a thirtieth supplemental indenture (the "Thirtieth 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 and a twenty-sixth supplemental indenture, dated as of October 5, 2009, among NRG, the Existing Guarantors and the Trustee. Pursuant to the Thirtieth Supplemental Indenture, the Guaranteeing Subsidiaries became guarantors of NRG's obligations under its 2017 Notes.

On April 16, 2010, NRG, the Existing Guarantors, the Guaranteeing Subsidiaries and the Trustee entered into the thirty-first supplemental indenture (the "Thirty-First 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 and a twenty-seventh supplemental indenture, dated as of October 5, 2009, among NRG, the Existing Guarantors and the Trustee. Pursuant to the Thirty-first Supplemental Indenture, the Guaranteeing Subsidiaries became guarantors of NRG's obligations under its 2019 Notes.

A copy of the Twenty-Eighth 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 Twenty-Ninth 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 Thirtieth 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-First 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 Twenty-Eighth Supplemental Indenture, Twenty-Ninth Supplemental Indenture, Thirtieth Supplemental Indenture and Thirty-First Supplemental Indenture is qualified in its entirety by reference to such exhibits.

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

#### (d) Exhibits No. - Description

4.1 Twenty Eighth Supplemental Indenture, dated as of April 16, 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 Twenty Ninth Supplemental Indenture, dated as of April 16, 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 Thirtieth Supplemental Indenture, dated as of April 16, 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-First Supplemental Indenture, dated as of April 16, 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.

April 21, 2010

By: */s/ Michael R. Bramnick*

---

*Name: Michael R. Bramnick*

*Title: Sr. Vice Pres. & General Counsel*

---

Exhibit Index

<u>Exhibit No.</u>	<u>Description</u>
4.1	Twenty Eighth Supplemental Indenture, dated as of April 16, 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	Twenty Ninth Supplemental Indenture, dated as of April 16, 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	Thirtieth Supplemental Indenture, dated as of April 16, 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-First Supplemental Indenture, dated as of April 16, 2010, among NRG Energy, Inc., the existing guarantors named therein, the guaranteeing subsidiaries named therein and Law Debenture Trust Company of New York.

TWENTY-EIGHTH SUPPLEMENTAL INDENTURE FOR  
ADDITIONAL SUBSIDIARY GUARANTEES

Twenty-Eighth Supplemental Indenture (this “*Supplemental Indenture for Additional Guarantees*”), dated as of April 16, 2010, among Carbon Management Solutions LLC, Clean Edge Energy LLC and NRG Artesian Energy 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 Guaranteeing 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*”) and a twenty-fourth supplemental indenture, dated as of October 5, 2009, among the Company, the Existing Guarantors and the Trustee (the “*Twenty-Fourth 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 and the Nineteenth 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 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 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 Guaranteeing 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 Guaranteeing 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:

CARBON MANAGEMENT SOLUTIONS LLC

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

CLEAN EDGE ENERGY LLC

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

NRG ARTESIAN ENERGY LLC

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

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  
CHICKAHOMINY RIVER ENERGY CORP.  
COMMONWEALTH ATLANTIC POWER 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  
HANOVER ENERGY COMPANY  
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  
KAUFMAN COGEN LP  
KEYSTONE POWER LLC  
LAKE ERIE PROPERTIES INC.

LANGFORD WIND POWER, LLC  
LOUISIANA GENERATING LLC  
MIDDLETOWN POWER LLC  
MONTVILLE IGCC LLC  
MONTVILLE POWER LLC  
NEO CHESTER-GEN LLC  
NEO CORPORATION  
NEO FREEHOLD-GEN LLC  
NEO POWER SERVICES INC.  
NEW GENCO GP, LLC  
NORWALK POWER LLC  
NRG AFFILIATE SERVICES INC.  
NRG ARTHUR KILL OPERATIONS INC.  
NRG ASIA-PACIFIC, LTD.  
NRG ASTORIA GAS TURBINE OPERATIONS, INC.  
NRG BAYOU COVE LLC  
NRG CABRILLO POWER OPERATIONS INC.  
NRG CADILLAC 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 KAUFMAN LLC  
NRG MESQUITE 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 ROCKY ROAD 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  
PADOMA WIND 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: Treasurer

TEXAS GENCO SERVICES, LP

By: New Genco GP, LLC, its General Partner

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

TWENTY-NINTH SUPPLEMENTAL INDENTURE FOR  
ADDITIONAL SUBSIDIARY GUARANTEES

Twenty-Ninth Supplemental Indenture (this “*Supplemental Indenture for Additional Guarantees*”), dated as of April 16, 2010, among Carbon Management Solutions LLC, Clean Edge Energy LLC and NRG Artesian Energy 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 “*Eight 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 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 and the Trustee (the “*Twenty-Fifth 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 and the Twentieth 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:

CARBON MANAGEMENT SOLUTIONS LLC

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

CLEAN EDGE ENERGY LLC

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

NRG ARTESIAN ENERGY LLC

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

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  
CHICKAHOMINY RIVER ENERGY CORP.  
COMMONWEALTH ATLANTIC POWER 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  
HANOVER ENERGY COMPANY  
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  
KAUFMAN COGEN LP  
KEYSTONE POWER LLC  
LAKE ERIE PROPERTIES INC.

LANGFORD WIND POWER, LLC  
LOUISIANA GENERATING LLC  
MIDDLETOWN POWER LLC  
MONTVILLE IGCC LLC  
MONTVILLE POWER LLC  
NEO CHESTER-GEN LLC  
NEO CORPORATION  
NEO FREEHOLD-GEN LLC  
NEO POWER SERVICES INC.  
NEW GENCO GP, LLC  
NORWALK POWER LLC  
NRG AFFILIATE SERVICES INC.  
NRG ARTHUR KILL OPERATIONS INC.  
NRG ASIA-PACIFIC, LTD.  
NRG ASTORIA GAS TURBINE OPERATIONS, INC.  
NRG BAYOU COVE LLC  
NRG CABRILLO POWER OPERATIONS INC.  
NRG CADILLAC 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 KAUFMAN LLC  
NRG MESQUITE 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 ROCKY ROAD 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  
PADOMA WIND 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: Treasurer

TEXAS GENCO SERVICES, LP

By: New Genco GP, LLC, its General Partner

By: /s/ Christopher Sotos

Name: Christopher Sotos  
Title: 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

THIRTIETH SUPPLEMENTAL INDENTURE FOR  
ADDITIONAL SUBSIDIARY GUARANTEES

Thirtieth Supplemental Indenture (this “*Supplemental Indenture for Additional Guarantees*”), dated as of April 16, 2010, among Carbon Management Solutions LLC, Clean Edge Energy LLC and NRG Artesian Energy 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*”).

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 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*”) and 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 together with the Base Indenture, the Ninth Supplemental Indenture, the Twelfth Supplemental Indenture, the Fifteenth Supplemental Indenture, the Eighteenth Supplemental Indenture and the Twenty-First 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:

CARBON MANAGEMENT SOLUTIONS LLC

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

CLEAN EDGE ENERGY LLC

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

NRG ARTESIAN ENERGY LLC

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

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  
CHICKAHOMINY RIVER ENERGY CORP.  
COMMONWEALTH ATLANTIC POWER 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  
HANOVER ENERGY COMPANY  
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  
KAUFMAN COGEN LP  
KEYSTONE POWER LLC  
LAKE ERIE PROPERTIES INC.  
LANGFORD WIND POWER, LLC  
LOUISIANA GENERATING LLC  
MIDDLETOWN POWER LLC

MONTVILLE IGCC LLC  
MONTVILLE POWER LLC  
NEO CHESTER-GEN LLC  
NEO CORPORATION  
NEO FREEHOLD-GEN LLC  
NEO POWER SERVICES INC.  
NEW GENCO GP, LLC  
NORWALK POWER LLC  
NRG AFFILIATE SERVICES INC.  
NRG ARTHUR KILL OPERATIONS INC.  
NRG ASIA-PACIFIC, LTD.  
NRG ASTORIA GAS TURBINE OPERATIONS, INC.  
NRG BAYOU COVE LLC  
NRG CABRILLO POWER OPERATIONS INC.  
NRG CADILLAC 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 KAUFMAN LLC  
NRG MESQUITE 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 ROCKY ROAD 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  
PADOMA WIND 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: Treasurer

TEXAS GENCO SERVICES, LP

By: New Genco GP, LLC, its General Partner

By: /s/ Christopher Sotos  
Name: Christopher Sotos  
Title: 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-FIRST SUPPLEMENTAL INDENTURE FOR  
ADDITIONAL SUBSIDIARY GUARANTEES

Thirty-First Supplemental Indenture (this “*Supplemental Indenture for Additional Guarantees*”), dated as of April 16, 2010, among Carbon Management Solutions LLC, Clean Edge Energy LLC and NRG Artesian Energy 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 and the Trustee (the “*Twenty-Third Supplemental Indenture*”) and a twenty-seventh supplemental indenture, dated as of October 5, 2009, among the Company, the Existing Guarantors and the Trustee (the “*Twenty-Seventh Supplemental Indenture*” and together with the Base Indenture, the Twenty-Second Supplemental Indenture and the Twenty-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 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:

CARBON MANAGEMENT SOLUTIONS LLC

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

CLEAN EDGE ENERGY LLC

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

NRG ARTESIAN ENERGY LLC

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

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  
CHICKAHOMINY RIVER ENERGY CORP.  
COMMONWEALTH ATLANTIC POWER 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  
HANOVER ENERGY COMPANY  
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  
KAUFMAN COGEN LP  
KEYSTONE POWER LLC  
LAKE ERIE PROPERTIES INC.  
LANGFORD WIND POWER, LLC  
LOUISIANA GENERATING LLC  
MIDDLETOWN POWER LLC  
MONTVILLE IGCC LLC  
MONTVILLE POWER LLC  
NEO CHESTER-GEN LLC  
NEO CORPORATION

NEO FREEHOLD-GEN LLC  
NEO POWER SERVICES INC.  
NEW GENCO GP, LLC  
NORWALK POWER LLC  
NRG AFFILIATE SERVICES INC.  
NRG ARTHUR KILL OPERATIONS INC.  
NRG ASIA-PACIFIC, LTD.  
NRG ASTORIA GAS TURBINE OPERATIONS, INC.  
NRG BAYOU COVE LLC  
NRG CABRILLO POWER OPERATIONS INC.  
NRG CADILLAC 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 KAUFMAN LLC  
NRG MESQUITE 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 ROCKY ROAD 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  
PADOMA WIND 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: Treasurer

TEXAS GENCO SERVICES, LP

By: New Genco GP, LLC, its General Partner

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