
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): **March 13, 2013**

NRG ENERGY, INC.

(Exact name of Registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation)

001-15891
(Commission File Number)

41-1724239
(IRS Employer Identification No.)

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

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

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

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

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

Eighty-Third to Eighty-Eighth Supplemental Indentures

On March 13, 2013, NRG Energy, Inc. (“NRG”), the subsidiaries of NRG named in the seventy-seventh supplemental indenture (as described below) (collectively, the “Existing Guarantors”), Allied Warranty LLC and Lone Star A/C & Appliance Repair, LLC (together, the “Guaranteeing Subsidiaries”), and Law Debenture Trust Company of New York, as trustee (the “Trustee”), entered into the eighty-third supplemental indenture (the “Eighty-Third Supplemental Indenture”), supplementing the indenture, dated as of February 2, 2006 (the “Base Indenture”), as supplemented by the twenty-second supplemental indenture, dated as of June 5, 2009 (the “Twenty-Second Supplemental Indenture”), among NRG, the guarantors party thereto and the Trustee, pursuant to which NRG issued \$700,000,000 aggregate principal amount of 8.50% senior notes due 2019 (the “8.50% 2019 Notes”), the twenty-third supplemental indenture, dated as of July 14, 2009, among NRG, the guarantors party thereto and the Trustee, the twenty-seventh supplemental indenture, dated as of October 5, 2009, among NRG, the guarantors party thereto and the Trustee, the thirty-first supplemental indenture, dated as of April 16, 2010, among NRG, the guarantors party thereto and the Trustee, the thirty-fifth supplemental indenture, dated as of June 23, 2010, among NRG, the guarantors party thereto and the Trustee, the fortieth supplemental indenture, dated as of December 15, 2010, among NRG, the guarantors party thereto and the Trustee, the forty-seventh supplemental indenture, dated as of May 20, 2011, among NRG, the guarantors party thereto and the Trustee, the fifty-third supplemental indenture, dated as of November 8, 2011, among NRG, the guarantors party thereto and the Trustee, the fifty-ninth supplemental indenture, dated as of April 5, 2012, among NRG, the guarantors party thereto and the Trustee, the sixty-fifth supplemental indenture, dated as of May 9, 2012, among NRG, the guarantors party thereto and the Trustee, the seventy-first supplemental indenture, dated as of October 9, 2012, among NRG, the guarantors party thereto and the Trustee, and the seventy-seventh supplemental indenture, dated as of January 3, 2013, among NRG, the Existing Guarantors and the Trustee. Pursuant to the Eighty-Third Supplemental Indenture, the Guaranteeing Subsidiaries became guarantors of NRG’s obligations under its 8.50% 2019 Notes.

On March 13, 2013, NRG, the Existing Guarantors, the Guaranteeing Subsidiaries and the Trustee entered into the eighty-fourth supplemental indenture (the “Eighty-Fourth Supplemental Indenture”), supplementing the Base Indenture, as supplemented by the thirty-sixth supplemental indenture, dated as of August 20, 2010 (the “Thirty-Sixth Supplemental Indenture”), among NRG, the guarantors party thereto and the Trustee, pursuant to which NRG issued \$1,100,000,000 aggregate principal amount of 8.25% senior notes due 2020 (the “2020 Notes”), the forty-first supplemental indenture, dated as of December 15, 2010, among NRG, the guarantors party thereto and the Trustee, the forty-third supplemental indenture, dated as of April 22, 2011, among NRG, the guarantors party thereto and the Trustee, the forty-eighth supplemental indenture, dated as of May 20, 2011, among NRG, the guarantors party thereto and the Trustee, the fifty-fourth supplemental indenture, dated as of November 8, 2011, among NRG, the guarantors party thereto and the Trustee, the sixtieth supplemental indenture, dated as of April 5, 2012, among NRG, the guarantors party thereto and the Trustee, the sixty-sixth supplemental indenture, dated as of May 9, 2012, among NRG, the guarantors party thereto and the Trustee, the seventy-second supplemental indenture, dated as of October 9, 2012, among NRG, the guarantors party thereto and the Trustee, and the seventy-eighth supplemental indenture, dated as of January 3, 2013, among NRG, the Existing Guarantors and the Trustee. Pursuant to the Eighty-Fourth Supplemental Indenture, the Guaranteeing Subsidiaries became guarantors of NRG’s obligations under its 2020 Notes.

On March 13, 2013, NRG, the Existing Guarantors, the Guaranteeing Subsidiaries and the Trustee entered into the eighty-fifth supplemental indenture (the “Eighty-Fifth Supplemental Indenture”), supplementing the Base Indenture, as supplemented by the forty-second supplemental indenture, dated as of January 26, 2011 (the “Forty-Second Supplemental Indenture”), among NRG, the guarantors party thereto and the Trustee, pursuant to which NRG issued \$1,200,000,000 aggregate principal amount of 7.625% senior notes due 2018 (the “2018 Notes”), the forty-ninth supplemental indenture, dated as of May 20, 2011, among NRG, the guarantors party thereto and the Trustee, the fifty-fifth supplemental indenture, dated as of November 8, 2011, among NRG, the guarantors party thereto and the Trustee, the sixty-first supplemental indenture, dated as of April 5, 2012, among NRG, the guarantors party thereto and the Trustee, the sixty-seventh supplemental indenture, dated as of May 9, 2012, among NRG, the guarantors party thereto and the Trustee, the seventy-third supplemental indenture, dated as of October 9, 2012, among NRG, the guarantors party thereto and the Trustee, and the seventy-ninth supplemental indenture, dated as of January 3, 2013, among NRG, the Existing Guarantors and the Trustee. Pursuant to the Eighty-Fifth

Supplemental Indenture, the Guaranteeing Subsidiaries became guarantors of NRG's obligations under its 2018 Notes.

On March 13, 2013, NRG, the Existing Guarantors, the Guaranteeing Subsidiaries and the Trustee entered into the eighty-sixth supplemental indenture (the "Eighty-Sixth Supplemental Indenture"), supplementing the Base Indenture, as supplemented by the fiftieth supplemental indenture, dated as of May 24, 2011 (the "Fiftieth Supplemental Indenture"), among NRG, the guarantors party thereto and the Trustee, pursuant to which NRG issued \$800,000,000 aggregate principal amount of 7.625% senior notes due 2019 (the "7.625% 2019 Notes"), the fifty-sixth supplemental indenture, dated as of November 8, 2011, among NRG, the guarantors party thereto and the Trustee, the sixty-second supplemental indenture, dated as of April 5, 2012, among NRG, the guarantors party thereto and the Trustee, the sixty-eighth supplemental indenture, dated as of May 9, 2012, among NRG, the guarantors party thereto and the Trustee, the seventy-fourth supplemental indenture, dated as of October 9, 2012, among NRG, the guarantors party thereto and the Trustee, and the eightieth supplemental indenture, dated as of January 3, 2013, among NRG, the Existing Guarantors and the Trustee. Pursuant to the Eighty-Sixth Supplemental Indenture, the Guaranteeing Subsidiaries became guarantors of NRG's obligations under its 7.625% 2019 Notes.

On March 13, 2013, NRG, the Existing Guarantors, the Guaranteeing Subsidiaries and the Trustee entered into the eighty-seventh supplemental indenture (the "Eighty-Seventh Supplemental Indenture"), supplementing the Base Indenture, as supplemented by the fifty-first supplemental indenture, dated as of May 24, 2011 (the "Fifty-First Supplemental Indenture"), among NRG, the guarantors party thereto and the Trustee, pursuant to which NRG issued \$1,200,000,000 aggregate principal amount of 7.875% senior notes due 2021 (the "2021 Notes"), the fifty-seventh supplemental indenture, dated as of November 8, 2011, among NRG, the guarantors party thereto and the Trustee, the sixty-third supplemental indenture, dated as of April 5, 2012, among NRG, the guarantors party thereto and the Trustee, the sixty-seventh supplemental indenture, dated as of May 9, 2012, among NRG, the guarantors party thereto and the Trustee, the seventy-fifth supplemental indenture, dated as of October 9, 2012, among NRG, the guarantors party thereto and the Trustee, and the eighty-first supplemental indenture, dated as of January 3, 2013, among NRG, the Existing Guarantors and the Trustee. Pursuant to the Eighty-Seventh Supplemental Indenture, the Guaranteeing Subsidiaries became guarantors of NRG's obligations under its 2021 Notes.

On March 13, 2013, NRG, the Existing Guarantors, the Guaranteeing Subsidiaries and the Trustee entered into the eighty-eighth supplemental indenture (the "Eighty-Eighth Supplemental Indenture"), supplementing the Base Indenture, as supplemented by the seventieth supplemental indenture, dated as of September 24, 2012 (the "Seventieth Supplemental Indenture"), among NRG, the guarantors party thereto and the Trustee, pursuant to which NRG issued \$990,000,000 aggregate principal amount of 6.625% senior notes due 2023 (the "2023 Notes"), the seventy-sixth supplemental indenture, dated as of October 9, 2012, among NRG, the guarantors party thereto and the Trustee, and the eighty-second supplemental indenture, dated as of January 3, 2013, among NRG, the Existing Guarantors and the Trustee. Pursuant to the Eighty-Eighth Supplemental Indenture, the Guaranteeing Subsidiaries became guarantors of NRG's obligations under its 2023 Notes.

Eighty-Ninth Supplemental Indenture

On March 13, 2013, NRG, the Existing Guarantors, the Guaranteeing Subsidiaries and the Trustee entered into the eighty-ninth supplemental indenture (the "Eighty-Ninth Supplemental Indenture"), to amend Section 7.10 of the Base Indenture and supplement each of the Twenty-Second Supplemental Indenture, the Thirty-Sixth Supplemental Indenture, the Forty-Second Supplemental Indenture, the Fiftieth Supplemental Indenture, the Fifty-First Supplemental Indenture and the Seventieth Supplemental Indenture (collectively, the "Notes Supplemental Indentures"). As amended by the Eighty-Ninth Supplemental Indenture, Section 7.10 of the Base Indenture provides that the Trustee and Law Debenture Guarantee Limited collectively shall always have a combined capital and surplus of at least \$50,000,000. The amendment was entered into pursuant to Section 9.1(d) of the Base Indenture and Section 9.01(4) of each of the Notes Supplemental Indentures, which permit amendments without consent of holders of the notes to make changes that do not adversely affect the legal rights of any holder.

Copies of the Eighty-Third Supplemental Indenture, the Eighty-Fourth Supplemental Indenture, the Eighty-Fifth Supplemental Indenture, the Eighty-Sixth Supplemental Indenture, the Eighty-Seventh Supplemental Indenture, the Eighty-Eighth Supplemental Indenture and the Eighty-Ninth Supplemental Indenture are attached as Exhibits 4.1, 4.2, 4.3, 4.4, 4.5, 4.6 and 4.7, respectively, to this Current Report on Form 8-K and are incorporated by reference herein. The descriptions of the material terms of the Eighty-Third Supplemental Indenture, the Eighty-Fourth Supplemental Indenture, the Eighty-Fifth Supplemental Indenture, the Eighty-Sixth Supplemental Indenture, the Eighty-Seventh Supplemental Indenture, the Eighty-Eighth Supplemental Indenture and the Eighty-Ninth Supplemental Indenture are qualified in their entirety by reference to such exhibits.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

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

SIGNATURES

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

NRG Energy, Inc.

By: /s/ David R. Hill
David R. Hill
Executive Vice President and General Counsel

March 13, 2013

EXHIBIT INDEX

Exhibit No.	Document
4.1	Eighty-Third Supplemental Indenture, dated as of March 13, 2013, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York.
4.2	Eighty-Fourth Supplemental Indenture, dated as of March 13, 2013, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York.
4.3	Eighty-Fifth Supplemental Indenture, dated as of March 13, 2013, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York.
4.4	Eighty-Sixth Supplemental Indenture, dated as of March 13, 2013, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York.
4.5	Eighty-Seventh Supplemental Indenture, dated as of March 13, 2013, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York.
4.6	Eighty-Eighth Supplemental Indenture, dated as of March 13, 2013, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York.
4.7	Eighty-Ninth Supplemental Indenture, dated as of March 13, 2013, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York.

EIGHTY-THIRD SUPPLEMENTAL INDENTURE FOR
ADDITIONAL SUBSIDIARY GUARANTEES

EIGHTY-THIRD SUPPLEMENTAL INDENTURE (this “*Supplemental Indenture for Additional Guarantees*”), dated as of March 13, 2013, among Allied Warranty LLC and Lone Star A/C & Appliance Repair, LLC (each, a “*Guaranteeing Subsidiary*” and collectively the “*Guaranteeing Subsidiaries*”), each a subsidiary of NRG Energy, Inc., a Delaware corporation (the “*Company*”), the Company, the Existing Guarantors set forth on the signature pages hereto (the “*Existing Guarantors*”) and Law Debenture Trust Company of New York, as trustee under the Indenture referred to below (the “*Trustee*”).

W I T N E S S E T H

WHEREAS, the Company has heretofore executed and delivered to the Trustee an indenture (the “*Base Indenture*”), dated as of February 2, 2006, between the Company and the Trustee, as amended by a twenty-second supplemental indenture (the “*Twenty-Second Supplemental Indenture*”), dated as of June 5, 2009, among the Company, the Guarantors party thereto and the Trustee, providing for the original issuance of an aggregate principal amount of \$700 million of 8.50% Senior Notes due 2019 (the “*Initial Notes*”), and, subject to the terms of the Twenty-Second Supplemental Indenture, future unlimited issuances of 8.50% Senior Notes due 2019 (the “*Additional Notes*,” and together with the Initial Notes, the “*Notes*”), a twenty-third supplemental indenture, dated as of July 14, 2009, among the Company, the 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 Guarantors party thereto and the Trustee (the “*Twenty-Seventh Supplemental Indenture*”), a thirty-first supplemental indenture, dated as of April 16, 2010, among the Company, the Guarantors party thereto and the Trustee (the “*Thirty-First Supplemental Indenture*”), a thirty-fifth supplemental indenture, dated as of June 23, 2010, among the Company, the Guarantors party thereto and the Trustee (the “*Thirty-Fifth Supplemental Indenture*”), a fortieth supplemental indenture, dated as of December 15, 2010, among the Company, the Guarantors party thereto and the Trustee (the “*Fortieth Supplemental Indenture*”), a forty-seventh supplemental indenture, dated as of May 20, 2011, among the Company, the Guarantors party thereto and the Trustee (the “*Forty-Seventh Supplemental Indenture*”), a fifty-third supplemental indenture, dated as of November 8, 2011, among the Company, the Guarantors party thereto and the Trustee (the “*Fifty-Third Supplemental Indenture*”), a fifty-ninth supplemental indenture, dated as of April 5, 2012, among the Company, the Guarantors party thereto and the Trustee (the “*Fifty-Ninth Supplemental Indenture*”), a sixty-fifth supplemental indenture, dated as of May 9, 2012, among the Company, the Guarantors party thereto and the Trustee (the “*Sixty-Fifth Supplemental Indenture*”), a seventy-first supplemental indenture, dated as of October 9, 2012, among the Company, the Guarantors party thereto and the Trustee (the “*Seventy-First Supplemental Indenture*”), and a seventy-seventh supplemental indenture, dated as of January 3, 2013, among the Company, the Existing Guarantors and the Trustee (the “*Seventy-Seventh Supplemental Indenture*” and together with the Base Indenture, the Twenty-Second Supplemental Indenture, the Twenty-Third Supplemental Indenture, the Twenty-Seventh Supplemental Indenture, the Thirty-First Supplemental Indenture, the Thirty-Fifth Supplemental Indenture, the Fortieth Supplemental Indenture, the Forty-Seventh Supplemental Indenture, the Fifty-Third Supplemental Indenture, the Fifty-Ninth Supplemental Indenture, the Sixty-Fifth Supplemental Indenture and the Seventy-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 Twenty-Second Supplemental Indenture, the Trustee, the Company and the Existing Guarantors are authorized and required to execute and deliver this Supplemental Indenture for Additional Guarantees.

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

1. *Capitalized Terms.* Unless otherwise defined in this Supplemental Indenture for Additional Guarantees, capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.
2. *Agreement to Be Bound; Guarantee.* Each Guaranteeing Subsidiary hereby becomes party to the Indenture as a Guarantor and as such will have all of the rights and be subject to all of the Obligations and agreements of a Guarantor under the Indenture. Each Guaranteeing Subsidiary hereby agrees to be bound by all of the provisions of the Indenture applicable to a Guarantor and to perform all of the Obligations and agreements of a Guarantor under the Indenture. In furtherance of the foregoing, each Guaranteeing Subsidiary shall be deemed a Guarantor for purposes of Article 10 of the Twenty-Second Supplemental Indenture, including, without limitation, Section 10.02 thereof.
3. **NEW YORK LAW TO GOVERN. THE INTERNAL LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS SUPPLEMENTAL INDENTURE FOR ADDITIONAL GUARANTEES BUT WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.**
4. *Counterparts.* The parties may sign any number of copies of this Supplemental Indenture for Additional Guarantees. Each signed copy shall be an original, but all of them together represent the same agreement.
5. *Effect of Headings.* The Section headings herein are for convenience only and shall not affect the construction hereof.
6. *The Trustee.* The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture for Additional Guarantees or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiaries and the Company.
7. *Ratification of Indenture; Supplemental Indenture for Additional Guarantees Part of Indenture.* Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture for Additional Guarantees shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

[Signatures on following pages]

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

GUARANTEEING SUBSIDIARIES:

ALLIED WARRANTY LLC

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

LONE STAR A/C & APPLIANCE REPAIR, LLC

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

Signature Page to Eighty-Third Supplemental Indenture

ISSUER:

NRG ENERGY, INC.

By: /s/ Brian Curci

Name: Brian Curci
Title: Corporate Secretary

EXISTING GUARANTORS:

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

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

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

Signature Page to Eighty-Third Supplemental Indenture

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

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

Signature Page to Eighty-Third Supplemental Indenture

COTTONWOOD ENERGY COMPANY LP

By: Cottonwood Generating Partners I LLC, its General Partner

By: /s/ Lynne Przychodzki

Name: Lynne Przychodzki

Title: Assistant Secretary

COTTONWOOD TECHNOLOGY PARTNERS LP

By: Cottonwood Generating Partners I LLC, its General Partner

By: /s/ Lynne Przychodzki

Name: Lynne Przychodzki

Title: Assistant Secretary

ELBOW CREEK WIND PROJECT LLC

By: /s/ Lynne Przychodzki

Name: Lynne Przychodzki

Title: Assistant Secretary

GCP FUNDING COMPANY, LLC

By: /s/ G. Gary Garcia

Name: G. Gary Garcia

Title: Manager

GREEN MOUNTAIN ENERGY COMPANY

By: /s/ G. Gary Garcia

Name: G. Gary Garcia

Title: Vice President, Treasury

NRG CONSTRUCTION LLC

By: /s/ Gaetan Frotte

Name: Gaetan Frotte

Title: Vice President and Treasurer

ALLIED HOME WARRANTY GP LLC
NRG BACKUP GENERATION SERVICES LLC
NRG ENERGY LABOR SERVICES LLC
NRG ENERGY SERVICES LLC
NRG HOMER CITY SERVICES LLC
NRG HOME SOLUTIONS LLC
NRG MAINTENANCE SERVICES LLC

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

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

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

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

By: /s/ G. Gary Garcia
Name: G. Gary Garcia
Title: Vice President and Treasurer

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

By: /s/ G. Gary Garcia
Name: G. Gary Garcia
Title: Vice President and Treasurer

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

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

ENERGY ALTERNATIVES WHOLESale, LLC
NEW GENCO GP, LLC
NRG TEXAS LLC
NRG TEXAS POWER LLC
TEXAS GENCO FINANCING CORP.
TEXAS GENCO HOLDINGS, INC.
TEXAS GENCO OPERATING SERVICES, LLC
TEXAS GENCO GP, LLC

By: /s/ G. Gary Garcia
Name: G. Gary Garcia
Title: Vice President and Treasurer

LOUISIANA GENERATING LLC
NRG NEW ROADS HOLDINGS LLC
NRG TEXAS HOLDING INC.

By: /s/ G. Gary Garcia
Name: G. Gary Garcia
Title: Treasurer

TEXAS GENCO LP, LLC

By: /s/ G. Gary Garcia
Name: G. Gary Garcia
Title: Manager

LAW DEBENTURE TRUST COMPANY OF NEW YORK,
as Trustee

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

Signature Page to Eighty-Third Supplemental Indenture

EIGHTY-FOURTH SUPPLEMENTAL INDENTURE FOR
ADDITIONAL SUBSIDIARY GUARANTEES

EIGHTY-FOURTH SUPPLEMENTAL INDENTURE (this "*Supplemental Indenture for Additional Guarantees*"), as of March 13, 2013, among Allied Warranty LLC and Lone Star A/C & Appliance Repair, LLC (each, a "*Guaranteeing Subsidiary*" and collectively the "*Guaranteeing Subsidiaries*"), each a subsidiary of NRG Energy, Inc., a Delaware corporation (the "*Company*"), the Company, the Existing Guarantors set forth on the signature pages hereto (the "*Existing Guarantors*") and Law Debenture Trust Company of New York, as trustee under the Indenture referred to below (the "*Trustee*").

WITNESSETH

WHEREAS, the Company has heretofore executed and delivered to the Trustee an indenture (the "*Base Indenture*"), dated as of February 2, 2006, between the Company and the Trustee, as amended by a thirty-sixth supplemental indenture (the "*Thirty-Sixth Supplemental Indenture*"), dated as of August 20, 2010, among the Company, the Guarantors party thereto and the Trustee, providing for the original issuance of an aggregate principal amount of \$1,100 million of 8.25% Senior Notes due 2020 (the "*Initial Notes*"), and, subject to the terms of the Thirty-Sixth Supplemental Indenture, future unlimited issuances of 8.25% Senior Notes due 2020 (the "*Additional Notes*," and together with the Initial Notes, the "*Notes*"), a forty-first supplemental indenture, dated as of December 15, 2010, among the Company, the Guarantors party thereto and the Trustee (the "*Forty-First Supplemental Indenture*"), a forty-third supplemental indenture, dated as of April 22, 2011, among the Company, the Guarantors party thereto and the Trustee (the "*Forty-Third Supplemental Indenture*"), a forty-eighth supplemental indenture, dated as of May 20, 2011, among the Company, the Guarantors party thereto and the Trustee (the "*Forty-Eighth Supplemental Indenture*"), a fifty-fourth supplemental indenture, dated as of November 8, 2011, among the Company, the Guarantors party thereto and the Trustee (the "*Fifty-Fourth Supplemental Indenture*"), a sixtieth supplemental indenture, dated as of April 5, 2012, among the Company, the Guarantors party thereto and the Trustee (the "*Sixtieth Supplemental Indenture*"), a sixty-sixth supplemental indenture, dated as of May 9, 2012, among the Company, the Guarantors party thereto and the Trustee (the "*Sixty-Sixth Supplemental Indenture*"), a seventy-second supplemental indenture, dated as of October 9, 2012, among the Company, the Guarantors party thereto and the Trustee (the "*Seventy-Second Supplemental Indenture*"), and a seventy-eighth supplemental indenture, dated as of January 3, 2013, among the Company, the Existing Guarantors and the Trustee (the "*Seventy-Eighth Supplemental Indenture*" and together with the Base Indenture, the Thirty-Sixth Supplemental Indenture, the Forty-First Supplemental Indenture, the Forty-Third Supplemental Indenture, the Forty-Eighth Supplemental Indenture, the Fifty-Fourth Supplemental Indenture, the Sixtieth Supplemental Indenture, the Sixty-Sixth Supplemental Indenture and the Seventy-Second 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 Thirty-Sixth Supplemental Indenture, the Trustee, the Company and the Existing Guarantors are authorized and required to execute and deliver this Supplemental Indenture for Additional Guarantees.

NOW THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt of which is hereby acknowledged, the 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.* Each Guaranteeing Subsidiary hereby becomes party to the Indenture as Guarantor and as such will have all of the rights and be subject to all of the Obligations and agreements of a Guarantor under the Indenture. Each Guaranteeing Subsidiary hereby agrees to be bound by all of the provisions of the Indenture applicable to a Guarantor and to perform all of the Obligations and agreements of a Guarantor under the Indenture. In furtherance of the foregoing, each Guaranteeing Subsidiary shall be deemed a Guarantor for purposes of Article 10 of the Thirty-Sixth Supplemental Indenture, including, without limitation, Section 10.02 thereof.
3. ***NEW YORK LAW TO GOVERN. THE INTERNAL LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS SUPPLEMENTAL INDENTURE FOR ADDITIONAL GUARANTEES BUT WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.***
4. *Counterparts.* The parties may sign any number of copies of this Supplemental Indenture for Additional Guarantees. Each signed copy shall be an original, but all of them together represent the same agreement.
5. *Effect of Headings.* The Section headings herein are for convenience only and shall not affect the construction hereof.
6. *The Trustee.* The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture for Additional Guarantees or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiaries and the Company.
7. *Ratification of Indenture; Supplemental Indenture for Additional Guarantees Part of Indenture.* Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture for Additional Guarantees shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

[Signatures on following pages]

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

GUARANTEEING SUBSIDIARIES:

ALLIED WARRANTY LLC

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

LONE STAR A/C & APPLIANCE REPAIR, LLC

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

Signature Page to Eighty-Fourth Supplemental Indenture

ISSUER:

NRG ENERGY, INC.

By: /s/ Brian Curci

Name: Brian Curci
Title: Corporate Secretary

EXISTING GUARANTORS:

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

Signature Page to Eighty-Fourth Supplemental Indenture

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

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

Signature Page to Eighty-Fourth Supplemental Indenture

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

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

COTTONWOOD ENERGY COMPANY LP

By: Cottonwood Generating Partners I LLC, its General Partner

By: /s/ Lynne Przychodzki

Name: Lynne Przychodzki

Title: Assistant Secretary

COTTONWOOD TECHNOLOGY PARTNERS LP

By: Cottonwood Generating Partners I LLC, its General Partner

By: /s/ Lynne Przychodzki

Name: Lynne Przychodzki

Title: Assistant Secretary

ELBOW CREEK WIND PROJECT LLC

By: /s/ Lynne Przychodzki

Name: Lynne Przychodzki

Title: Assistant Secretary

GCP FUNDING COMPANY, LLC

By: /s/ G. Gary Garcia

Name: G. Gary Garcia

Title: Manager

GREEN MOUNTAIN ENERGY COMPANY

By: /s/ G. Gary Garcia

Name: G. Gary Garcia

Title: Vice President, Treasury

NRG CONSTRUCTION LLC

By: /s/ Gaetan Frotte

Name: Gaetan Frotte

Title: Vice President and Treasurer

ALLIED HOME WARRANTY GP LLC
NRG BACKUP GENERATION SERVICES LLC
NRG ENERGY LABOR SERVICES LLC
NRG ENERGY SERVICES LLC
NRG HOMER CITY SERVICES LLC
NRG HOME SOLUTIONS LLC
NRG MAINTENANCE SERVICES LLC

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

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

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

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

By: /s/ G. Gary Garcia
Name: G. Gary Garcia
Title: Vice President and Treasurer

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

By: /s/ G. Gary Garcia
Name: G. Gary Garcia
Title: Vice President and Treasurer

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

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

ENERGY ALTERNATIVES WHOLESAL, LLC
NEW GENCO GP, LLC
NRG TEXAS LLC
NRG TEXAS POWER LLC
TEXAS GENCO FINANCING CORP.
TEXAS GENCO HOLDINGS, INC.
TEXAS GENCO OPERATING SERVICES, LLC
TEXAS GENCO GP, LLC

By: /s/ G. Gary Garcia
Name: G. Gary Garcia
Title: Vice President and Treasurer

LOUISIANA GENERATING LLC
NRG NEW ROADS HOLDINGS LLC
NRG TEXAS HOLDING INC.

By: /s/ G. Gary Garcia
Name: G. Gary Garcia
Title: Treasurer

TEXAS GENCO LP, LLC

By: /s/ G. Gary Garcia
Name: G. Gary Garcia
Title: Manager

LAW DEBENTURE TRUST COMPANY OF NEW YORK,
as Trustee

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

Signature Page to Eighty-Fourth Supplemental Indenture

EIGHTY-FIFTH SUPPLEMENTAL INDENTURE FOR
ADDITIONAL SUBSIDIARY GUARANTEES

EIGHTY-FIFTH SUPPLEMENTAL INDENTURE (this “*Supplemental Indenture for Additional Guarantees*”), dated as of March 13, 2013, among Allied Warranty LLC and Lone Star A/C & Appliance Repair, LLC (each a “*Guaranteeing Subsidiary*” and collectively the “*Guaranteeing Subsidiaries*”), each a subsidiary of NRG Energy, Inc., a Delaware corporation (the “*Company*”), the Company, the Existing Guarantors set forth on the signature pages hereto (the “*Existing Guarantors*”) and Law Debenture Trust Company of New York, as trustee under the Indenture referred to below (the “*Trustee*”).

WITNESSETH

WHEREAS, the Company has heretofore executed and delivered to the Trustee an indenture (the “*Base Indenture*”), dated as of February 2, 2006, between the Company and the Trustee, as amended by a forty-second supplemental indenture (the “*Forty-Second Supplemental Indenture*”), dated as of January 26, 2011, among the Company, the Guarantors party thereto and the Trustee, providing for the original issuance of an aggregate principal amount of \$1,200 million of 7.625% Senior Notes due 2018 (the “*Initial Notes*”), and, subject to the terms of the Forty-Second Supplemental Indenture, future unlimited issuances of 7.625% Senior Notes due 2018 (the “*Additional Notes*,” and together with the Initial Notes, the “*Notes*”), as amended by a forty-ninth supplemental indenture, dated as of May 20, 2011, among the Company, the Guarantors party thereto and the Trustee (the “*Forty-Ninth Supplemental Indenture*”), a fifty-fifth supplemental indenture, dated as of November 8, 2011, among the Company, the Guarantors party thereto and the Trustee (the “*Fifty-Fifth Supplemental Indenture*”), a sixty-first supplemental indenture, dated as of April 5, 2012, among the Company, the Guarantors party thereto and the Trustee (the “*Sixty-First Supplemental Indenture*”), a sixty-seventh supplemental indenture, dated as of May 9, 2012, among the Company, the Guarantors party thereto and the Trustee (the “*Sixty-Seventh Supplemental Indenture*”), a seventy-third supplemental indenture, dated as of October 9, 2012, among the Company, the Guarantors party thereto and the Trustee (the “*Seventy-Third Supplemental Indenture*”), and a seventy-ninth supplemental indenture, dated as of January 3, 2013, among the Company, the Existing Guarantors and the Trustee (the “*Seventy-Ninth Supplemental Indenture*” and together with the Base Indenture, the Forty-Second Supplemental Indenture, the Forty-Ninth Supplemental Indenture, the Fifty-Fifth Supplemental Indenture, the Sixty-First Supplemental Indenture, the Sixty-Seventh Supplemental Indenture and the Seventy-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 Forty-Second Supplemental Indenture, the Trustee, the Company and the Existing Guarantors are authorized and required to execute and deliver this Supplemental Indenture for Additional Guarantees.

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

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

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

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

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

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

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

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

[Signatures on following pages]

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

GUARANTEEING SUBSIDIARIES:

ALLIED WARRANTY LLC

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

LONE STAR A/C & APPLIANCE REPAIR, LLC

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

Signature Page to Eighty-Fifth Supplemental Indenture

ISSUER:

NRG ENERGY, INC.

By: /s/ Brian Curci

Name: Brian Curci
Title: Corporate Secretary

EXISTING GUARANTORS:

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

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

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

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

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

Signature Page to Eighty-Fifth Supplemental Indenture

COTTONWOOD ENERGY COMPANY LP

By: Cottonwood Generating Partners I LLC, its General Partner

By: /s/ Lynne Przychodzki

Name: Lynne Przychodzki

Title: Assistant Secretary

COTTONWOOD TECHNOLOGY PARTNERS LP

By: Cottonwood Generating Partners I LLC, its General Partner

By: /s/ Lynne Przychodzki

Name: Lynne Przychodzki

Title: Assistant Secretary

ELBOW CREEK WIND PROJECT LLC

By: /s/ Lynne Przychodzki

Name: Lynne Przychodzki

Title: Assistant Secretary

GCP FUNDING COMPANY, LLC

By: /s/ G. Gary Garcia

Name: G. Gary Garcia

Title: Manager

GREEN MOUNTAIN ENERGY COMPANY

By: /s/ G. Gary Garcia

Name: G. Gary Garcia

Title: Vice President, Treasury

NRG CONSTRUCTION LLC

By: /s/ Gaetan Frotte

Name: Gaetan Frotte

Title: Vice President and Treasurer

ALLIED HOME WARRANTY GP LLC
NRG BACKUP GENERATION SERVICES LLC
NRG ENERGY LABOR SERVICES LLC
NRG ENERGY SERVICES LLC
NRG HOMER CITY SERVICES LLC
NRG HOME SOLUTIONS LLC
NRG MAINTENANCE SERVICES LLC

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

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

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

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

By: /s/ G. Gary Garcia
Name: G. Gary Garcia
Title: Vice President and Treasurer

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

By: /s/ G. Gary Garcia
Name: G. Gary Garcia
Title: Vice President and Treasurer

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

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

ENERGY ALTERNATIVES WHOLESale, LLC
NEW GENCO GP, LLC
NRG TEXAS LLC
NRG TEXAS POWER LLC
TEXAS GENCO FINANCING CORP.
TEXAS GENCO HOLDINGS, INC.
TEXAS GENCO OPERATING SERVICES, LLC
TEXAS GENCO GP, LLC

By: /s/ G. Gary Garcia
Name: G. Gary Garcia
Title: Vice President and Treasurer

LOUISIANA GENERATING LLC
NRG NEW ROADS HOLDINGS LLC
NRG TEXAS HOLDING INC.

By: /s/ G. Gary Garcia
Name: G. Gary Garcia
Title: Treasurer

TEXAS GENCO LP, LLC

By: /s/ G. Gary Garcia
Name: G. Gary Garcia
Title: Manager

LAW DEBENTURE TRUST COMPANY OF NEW YORK,
as Trustee

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

Signature Page to Eighty-Fifth Supplemental Indenture

EIGHTY-SIXTH SUPPLEMENTAL INDENTURE FOR
ADDITIONAL SUBSIDIARY GUARANTEES

EIGHTY-SIXTH SUPPLEMENTAL INDENTURE (this “*Supplemental Indenture for Additional Guarantees*”), dated as of March 13, 2013, among Allied Warranty LLC and Lone Star A/C & Appliance Repair, LLC (each a “*Guaranteeing Subsidiary*” and collectively the “*Guaranteeing Subsidiaries*”), each a subsidiary of NRG Energy, Inc., a Delaware corporation (the “*Company*”), the Company, the Existing Guarantors set forth on the signature pages hereto (the “*Existing Guarantors*”) and Law Debenture Trust Company of New York, as trustee under the Indenture referred to below (the “*Trustee*”).

WITNESSETH

WHEREAS, the Company has heretofore executed and delivered to the Trustee an indenture (the “*Base Indenture*”), dated as of February 2, 2006, between the Company and the Trustee, as amended by a fiftieth supplemental indenture (the “*Fiftieth Supplemental Indenture*”), dated as of May 24, 2011, among the Company, the Guarantors party thereto and the Trustee, providing for the original issuance of an aggregate principal amount of \$800 million of 7.625% Senior Notes due 2019 (the “*Initial Notes*”), and, subject to the terms of the Fiftieth Supplemental Indenture, future unlimited issuances of 7.625% Senior Notes due 2019 (the “*Additional Notes*,” and together with the Initial Notes, the “*Notes*”), as amended by a fifty-sixth supplemental indenture, dated as of November 8, 2011, among the Company, the Guarantors party thereto and the Trustee (the “*Fifty-Sixth Supplemental Indenture*”), a sixty-second supplemental indenture, dated as of April 5, 2012, among the Company, the Guarantors party thereto and the Trustee (the “*Sixty-Second Supplemental Indenture*”), a sixty-eighth supplemental indenture, dated as of May 9, 2012, among the Company, the Guarantors party thereto and the Trustee (the “*Sixty-Eighth Supplemental Indenture*”), a seventy-fourth supplemental indenture, dated as of October 9, 2012, among the Company, the Guarantors party thereto and the Trustee (the “*Seventy-Fourth Supplemental Indenture*”), and an eightieth supplemental indenture, dated as of January 3, 2013, among the Company, the Existing Guarantors and the Trustee (the “*Eightieth Supplemental Indenture*” and together with the Base Indenture, the Fiftieth Supplemental Indenture, the Fifty-Sixth Supplemental Indenture, the Sixty-Second Supplemental Indenture, the Sixty-Eighth Supplemental Indenture and the Seventy-Fourth Supplemental Indenture, the “*Indenture*”);

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

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

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

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

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

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

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

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

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

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

[Signatures on following pages]

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

GUARANTEEING SUBSIDIARIES:

ALLIED WARRANTY LLC

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

LONE STAR A/C & APPLIANCE REPAIR, LLC

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

Signature Page to Eighty-Sixth Supplemental Indenture

ISSUER:

NRG ENERGY, INC.

By: /s/ Brian Curci

Name: Brian Curci
Title: Corporate Secretary

EXISTING GUARANTORS:

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

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

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

Signature Page to Eighty-Sixth Supplemental Indenture

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

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

COTTONWOOD ENERGY COMPANY LP

By: Cottonwood Generating Partners I LLC, its General Partner

By: /s/ Lynne Przychodzki

Name: Lynne Przychodzki

Title: Assistant Secretary

COTTONWOOD TECHNOLOGY PARTNERS LP

By: Cottonwood Generating Partners I LLC, its General Partner

By: /s/ Lynne Przychodzki

Name: Lynne Przychodzki

Title: Assistant Secretary

ELBOW CREEK WIND PROJECT LLC

By: /s/ Lynne Przychodzki

Name: Lynne Przychodzki

Title: Assistant Secretary

GCP FUNDING COMPANY, LLC

By: /s/ G. Gary Garcia

Name: G. Gary Garcia

Title: Manager

GREEN MOUNTAIN ENERGY COMPANY

By: /s/ G. Gary Garcia

Name: G. Gary Garcia

Title: Vice President, Treasury

NRG CONSTRUCTION LLC

By: /s/ Gaetan Frotte

Name: Gaetan Frotte

Title: Vice President and Treasurer

ALLIED HOME WARRANTY GP LLC
NRG BACKUP GENERATION SERVICES LLC
NRG ENERGY LABOR SERVICES LLC
NRG ENERGY SERVICES LLC
NRG HOMER CITY SERVICES LLC
NRG HOME SOLUTIONS LLC
NRG MAINTENANCE SERVICES LLC

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

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

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

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

By: /s/ G. Gary Garcia
Name: G. Gary Garcia
Title: Vice President and Treasurer

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

By: /s/ G. Gary Garcia
Name: G. Gary Garcia
Title: Vice President and Treasurer

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

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

ENERGY ALTERNATIVES WHOLESale, LLC
NEW GENCO GP, LLC
NRG TEXAS LLC
NRG TEXAS POWER LLC
TEXAS GENCO FINANCING CORP.
TEXAS GENCO HOLDINGS, INC.
TEXAS GENCO OPERATING SERVICES, LLC
TEXAS GENCO GP, LLC

By: /s/ G. Gary Garcia
Name: G. Gary Garcia
Title: Vice President and Treasurer

LOUISIANA GENERATING LLC
NRG NEW ROADS HOLDINGS LLC
NRG TEXAS HOLDING INC.

By: /s/ G. Gary Garcia
Name: G. Gary Garcia
Title: Treasurer

TEXAS GENCO LP, LLC

By: /s/ G. Gary Garcia
Name: G. Gary Garcia
Title: Manager

LAW DEBENTURE TRUST COMPANY OF NEW YORK,
as Trustee

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

Signature Page to Eighty-Sixth Supplemental Indenture

EIGHTY-SEVENTH SUPPLEMENTAL INDENTURE FOR
ADDITIONAL SUBSIDIARY GUARANTEES

EIGHTY-SEVENTH SUPPLEMENTAL INDENTURE (this "*Supplemental Indenture for Additional Guarantees*"), dated as of March 13, 2013, among Allied Warranty LLC and Lone Star A/C & Appliance Repair, LLC (each a "*Guaranteeing Subsidiary*" and collectively the "*Guaranteeing Subsidiaries*"), each a subsidiary of NRG Energy, Inc., a Delaware corporation (the "*Company*"), the Company, the Existing Guarantors set forth on the signature pages hereto (the "*Existing Guarantors*") and Law Debenture Trust Company of New York, as trustee under the Indenture referred to below (the "*Trustee*").

WITNESSETH

WHEREAS, the Company has heretofore executed and delivered to the Trustee an indenture (the "*Base Indenture*"), dated as of February 2, 2006, between the Company and the Trustee, as amended by a fifty-first supplemental indenture (the "*Fifty-First Supplemental Indenture*"), dated as of May 24, 2011, among the Company, the Guarantors party thereto and the Trustee, providing for the original issuance of an aggregate principal amount of \$1,200 million of 7.875% Senior Notes due 2021 (the "*Initial Notes*"), and, subject to the terms of the Fifty-First Supplemental Indenture, future unlimited issuances of 7.875% Senior Notes due 2021 (the "*Additional Notes*," and together with the Initial Notes, the "*Notes*"), as amended by a fifty-seventh supplemental indenture, dated as of November 8, 2011, among the Company, the Guarantors party thereto and the Trustee (the "*Fifty-Seventh Supplemental Indenture*"), a sixty-third supplemental indenture, dated as of April 5, 2012, among the Company, the Guarantors party thereto and the Trustee (the "*Sixty-Third Supplemental Indenture*"), a sixty-ninth supplemental indenture, dated as of May 9, 2012, among the Company, the Guarantors party thereto and the Trustee (the "*Sixty-Ninth Supplemental Indenture*"), a seventy-fifth supplemental indenture, dated as of October 9, 2012, among the Company, the Guarantors party thereto and the Trustee (the "*Seventy-Fifth Supplemental Indenture*"), and an eighty-first supplemental indenture, dated as of January 3, 2013, among the Company, the Existing Guarantors and the Trustee (the "*Eighty-First Supplemental Indenture*" and together with the Base Indenture, the Fifty-First Supplemental Indenture, the Fifty-Seventh Supplemental Indenture, the Sixty-Third Supplemental Indenture, the Sixty-Ninth Supplemental Indenture and the Seventy-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 Fifty-First Supplemental Indenture, the Trustee, the Company and the Existing Guarantors are authorized and required to execute and deliver this Supplemental Indenture for Additional Guarantees.

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

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

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

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

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

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

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

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

[Signatures on following pages]

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

GUARANTEEING SUBSIDIARIES:

ALLIED WARRANTY LLC

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

LONE STAR A/C & APPLIANCE REPAIR, LLC

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

Signature Page to Eighty-Seventh Supplemental Indenture

ISSUER:

NRG ENERGY, INC.

By: /s/ Brian Curci

Name: Brian Curci
Title: Corporate Secretary

EXISTING GUARANTORS:

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

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

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

Signature Page to Eighty-Seventh Supplemental Indenture

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

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

Signature Page to Eighty-Seventh Supplemental Indenture

COTTONWOOD ENERGY COMPANY LP

By: Cottonwood Generating Partners I LLC, its General Partner

By: /s/ Lynne Przychodzki

Name: Lynne Przychodzki

Title: Assistant Secretary

COTTONWOOD TECHNOLOGY PARTNERS LP

By: Cottonwood Generating Partners I LLC, its General Partner

By: /s/ Lynne Przychodzki

Name: Lynne Przychodzki

Title: Assistant Secretary

ELBOW CREEK WIND PROJECT LLC

By: /s/ Lynne Przychodzki

Name: Lynne Przychodzki

Title: Assistant Secretary

GCP FUNDING COMPANY, LLC

By: /s/ G. Gary Garcia

Name: G. Gary Garcia

Title: Manager

GREEN MOUNTAIN ENERGY COMPANY

By: /s/ G. Gary Garcia

Name: G. Gary Garcia

Title: Vice President, Treasury

NRG CONSTRUCTION LLC

By: /s/ Gaetan Frotte

Name: Gaetan Frotte

Title: Vice President and Treasurer

ALLIED HOME WARRANTY GP LLC
NRG BACKUP GENERATION SERVICES LLC
NRG ENERGY LABOR SERVICES LLC
NRG ENERGY SERVICES LLC
NRG HOMER CITY SERVICES LLC
NRG HOME SOLUTIONS LLC
NRG MAINTENANCE SERVICES LLC

By: /s/ Gaetan Frotte

Name: Gaetan Frotte

Title: Vice President and Treasurer

NRG ILION LIMITED PARTNERSHIP

By: NRG Rockford Acquisition LLC, its General Partner

By: /s/ Lynne Przychodzki

Name: Lynne Przychodzki

Title: Assistant Secretary

NRG SOUTH TEXAS LP

By: Texas Genco GP, LLC, its General Partner

By: /s/ G. Gary Garcia

Name: G. Gary Garcia

Title: Vice President and Treasurer

TEXAS GENCO SERVICES, LP

By: New Genco GP, LLC, its General Partner

By: /s/ G. Gary Garcia

Name: G. Gary Garcia

Title: Vice President and Treasurer

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

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

ENERGY ALTERNATIVES WHOLESale, LLC
NEW GENCO GP, LLC
NRG TEXAS LLC
NRG TEXAS POWER LLC
TEXAS GENCO FINANCING CORP.
TEXAS GENCO HOLDINGS, INC.
TEXAS GENCO OPERATING SERVICES, LLC
TEXAS GENCO GP, LLC

By: /s/ G. Gary Garcia
Name: G. Gary Garcia
Title: Vice President and Treasurer

LOUISIANA GENERATING LLC
NRG NEW ROADS HOLDINGS LLC
NRG TEXAS HOLDING INC.

By: /s/ G. Gary Garcia
Name: G. Gary Garcia
Title: Treasurer

TEXAS GENCO LP, LLC

By: /s/ G. Gary Garcia
Name: G. Gary Garcia
Title: Manager

LAW DEBENTURE TRUST COMPANY OF NEW YORK,
as Trustee

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

Signature Page to Eighty-Seventh Supplemental Indenture

EIGHTY-EIGHTH SUPPLEMENTAL INDENTURE FOR
ADDITIONAL SUBSIDIARY GUARANTEES

EIGHTY-EIGHTH SUPPLEMENTAL INDENTURE (this "*Supplemental Indenture for Additional Guarantees*"), dated as of March 13, 2013, among Allied Warranty LLC and Lone Star A/C & Appliance Repair, LLC (each a "*Guaranteeing Subsidiary*" and collectively the "*Guaranteeing Subsidiaries*"), each a subsidiary of NRG Energy, Inc., a Delaware corporation (the "*Company*"), the Company, the Existing Guarantors set forth on the signature pages hereto (the "*Existing Guarantors*") and Law Debenture Trust Company of New York, as trustee under the Indenture referred to below (the "*Trustee*").

WITNESSETH

WHEREAS, the Company has heretofore executed and delivered to the Trustee an indenture (the "*Base Indenture*"), dated as of February 2, 2006, between the Company and the Trustee, as amended by a seventieth supplemental indenture (the "*Seventieth Supplemental Indenture*"), dated as of September 24, 2012, among the Company, the Guarantors party thereto and the Trustee, providing for the original issuance of an aggregate principal amount of \$990 million of 6.625% Senior Notes due 2023 (the "*Initial Notes*"), and, subject to the terms of the Seventieth Supplemental Indenture, future unlimited issuances of 6.625% Senior Notes due 2023 (the "*Additional Notes*," and together with the Initial Notes, the "*Notes*"), as amended by a seventy-sixth supplemental indenture, dated as of October 9, 2012, among the Company, the Guarantors party thereto and the Trustee (the "*Seventy-Sixth Supplemental Indenture*"), and an eighty-second supplemental indenture, dated as of January 3, 2013, among the Company, the Existing Guarantors and the Trustee (the "*Eighty-Second Supplemental Indenture*" and together with the Base Indenture, the Seventieth Supplemental Indenture and the Seventy-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 Seventieth Supplemental Indenture, the Trustee, the Company and the Existing Guarantors are authorized and required to execute and deliver this Supplemental Indenture for Additional Guarantees.

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

1. *Capitalized Terms.* Unless otherwise defined in this Supplemental Indenture for Additional Guarantees, capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.
 2. *Agreement to Be Bound; Guarantee.* Each Guaranteeing Subsidiary hereby becomes party to the Indenture as a Guarantor and as such will have all of the rights and be subject to all of the Obligations and agreements of a Guarantor under the Indenture. Each Guaranteeing Subsidiary hereby agrees to be bound by all of the provisions of the Indenture applicable to a Guarantor and to perform all of the Obligations and agreements of a Guarantor under the Indenture. In furtherance of the foregoing, each
-

Guaranteeing Subsidiary shall be deemed a Guarantor for purposes of Article 10 of the Seventieth Supplemental Indenture, including, without limitation, Section 10.02 thereof.

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

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

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

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

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

[Signatures on following pages]

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

GUARANTEEING SUBSIDIARIES:

ALLIED WARRANTY LLC

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

LONE STAR A/C & APPLIANCE REPAIR, LLC

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

Signature Page to Eighty-Eighth Supplemental Indenture

ISSUER:

NRG ENERGY, INC.

By: /s/ Brian Curci

Name: Brian Curci
Title: Corporate Secretary

EXISTING GUARANTORS:

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

Signature Page to Eighty-Eighth Supplemental Indenture

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

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

Signature Page to Eighty-Eighth Supplemental Indenture

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

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

Signature Page to Eighty-Eighth Supplemental Indenture

COTTONWOOD ENERGY COMPANY LP

By: Cottonwood Generating Partners I LLC, its General Partner

By: /s/ Lynne Przychodzki

Name: Lynne Przychodzki

Title: Assistant Secretary

COTTONWOOD TECHNOLOGY PARTNERS LP

By: Cottonwood Generating Partners I LLC, its General Partner

By: /s/ Lynne Przychodzki

Name: Lynne Przychodzki

Title: Assistant Secretary

ELBOW CREEK WIND PROJECT LLC

By: /s/ Lynne Przychodzki

Name: Lynne Przychodzki

Title: Assistant Secretary

GCP FUNDING COMPANY, LLC

By: /s/ G. Gary Garcia

Name: G. Gary Garcia

Title: Manager

GREEN MOUNTAIN ENERGY COMPANY

By: /s/ G. Gary Garcia

Name: G. Gary Garcia

Title: Vice President, Treasury

NRG CONSTRUCTION LLC

By: /s/ Gaetan Frotte

Name: Gaetan Frotte

Title: Vice President and Treasurer

ALLIED HOME WARRANTY GP LLC
NRG BACKUP GENERATION SERVICES LLC
NRG ENERGY LABOR SERVICES LLC
NRG ENERGY SERVICES LLC
NRG HOMER CITY SERVICES LLC
NRG HOME SOLUTIONS LLC
NRG MAINTENANCE SERVICES LLC

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

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

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

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

By: /s/ G. Gary Garcia
Name: G. Gary Garcia
Title: Vice President and Treasurer

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

By: /s/ G. Gary Garcia
Name: G. Gary Garcia
Title: Vice President and Treasurer

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

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

ENERGY ALTERNATIVES WHOLESale, LLC
NEW GENCO GP, LLC
NRG TEXAS LLC
NRG TEXAS POWER LLC
TEXAS GENCO FINANCING CORP.
TEXAS GENCO HOLDINGS, INC.
TEXAS GENCO OPERATING SERVICES, LLC
TEXAS GENCO GP, LLC

By: /s/ G. Gary Garcia
Name: G. Gary Garcia
Title: Vice President and Treasurer

LOUISIANA GENERATING LLC
NRG NEW ROADS HOLDINGS LLC
NRG TEXAS HOLDING INC.

By: /s/ G. Gary Garcia
Name: G. Gary Garcia
Title: Treasurer

TEXAS GENCO LP, LLC

By: /s/ G. Gary Garcia
Name: G. Gary Garcia
Title: Manager

LAW DEBENTURE TRUST COMPANY OF NEW YORK,
as Trustee

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

Signature Page to Eighty-Eighth Supplemental Indenture

EIGHTY-NINTH SUPPLEMENTAL INDENTURE

EIGHTY-NINTH SUPPLEMENTAL INDENTURE (this “*Supplemental Indenture*”), dated as of March 13, 2013, between NRG Energy, Inc., a Delaware corporation (the “*Company*”), the Guarantors set forth on the signature pages hereto, and Law Debenture Trust Company of New York, as trustee under the Indenture referred to below (the “*Trustee*”).

WITNESSETH

WHEREAS, the Company has heretofore executed and delivered to the Trustee an indenture, dated as of February 2, 2006, between the Company and the Trustee (the “*Base Indenture*”), as supplemented by the Twenty-Second Supplemental Indenture, dated as of June 5, 2009, the Thirty-Sixth Supplemental Indenture, dated as of August 20, 2010, the Forty-Second Supplemental Indenture, dated as of January 26, 2011, the Fiftieth Supplemental Indenture, dated as of May 24, 2011, the Fifty-First Supplemental Indenture, dated as of May 24, 2011, and the Seventieth Supplemental Indenture, dated as of September 24, 2012, each among the Company, the guarantors party thereto and the Trustee, governing the Company’s outstanding series of Notes (collectively, the “*Notes Supplemental Indentures*” and, together with the Base Indenture, as further amended or supplemented from time to time, the “*Indenture*”).

WHEREAS, the Base Indenture and the Notes Supplemental Indentures provide that under certain circumstances the Company and the Trustee may amend or supplement the Indenture without the consent of any Holder;

WHEREAS, pursuant to Section 9.1(d) of the Base Indenture, the Trustee and the Company are authorized to amend or supplement the Indenture to make any change that does not adversely affect the legal rights under the Indenture of any Holder; and

WHEREAS, pursuant to Section 9.01(4) of each of the Notes Supplemental Indentures, the Trustee, the Company and the Guarantors are authorized to amend or supplement the Notes Supplemental Indentures to make any change that does not adversely affect the legal rights under the Notes Supplemental Indenture of any Holder.

NOW THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt of which is hereby acknowledged, the Trustee, the Company and the Guarantors mutually covenant and agree as follows:

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

2. *Amendment to the Base Indenture.* Effective upon the date first above written, the second sentence of Section 7.10 of the Base Indenture shall be amended by inserting “and Law Debenture Guarantee Limited collectively” directly after “The Trustee” and by replacing “\$25,000,000 as set forth in its most recent published annual report of condition” with “\$50,000,000”.

3. *Acceptance by the Trustee.* The Trustee accepts the amendments to the Base Indenture and the Notes Supplemental Indentures effected by this Supplemental Indenture.

4. **NEW YORK LAW TO GOVERN. THE INTERNAL LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS SUPPLEMENTAL INDENTURE BUT WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF**

CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

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

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

7. *Ratification of Indenture; Supplemental Indenture 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 shall form a part of the Indenture for all purposes, and every Holder of Securities heretofore or hereafter authenticated and delivered shall be bound hereby.

[Signatures on following pages]

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

ISSUER:
NRG ENERGY, INC.

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

Signature Page to Eighty-Ninth Supplemental Indenture

GUARANTORS:

ARTHUR KILL POWER LLC
ASTORIA GAS TURBINE POWER LLC
CABRILLO POWER I LLC
CABRILLO POWER II LLC
CONEMAUGH POWER LLC
CONNECTICUT JET POWER LLC
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OSWEGO HARBOR POWER LLC
RERH HOLDINGS, LLC
SAGUARO POWER LLC
SOMERSET OPERATIONS INC.

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

Signature Page to Eighty-Ninth Supplemental Indenture

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NRG RENTER'S PROTECTION LLC
NRG SECURITY LLC
NRG UNEMPLOYMENT PROTECTION LLC
NRG WARRANTY SERVICES LLC

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

COTTONWOOD ENERGY COMPANY LP

By: Cottonwood Generating Partners I LLC, its General Partner

By: /s/ Lynne Przychodzki

Name: Lynne Przychodzki

Title: Assistant Secretary

COTTONWOOD TECHNOLOGY PARTNERS LP

By: Cottonwood Generating Partners I LLC, its General Partner

By: /s/ Lynne Przychodzki

Name: Lynne Przychodzki

Title: Assistant Secretary

ELBOW CREEK WIND PROJECT LLC

By: /s/ Lynne Przychodzki

Name: Lynne Przychodzki

Title: Assistant Secretary

GCP FUNDING COMPANY, LLC

By: /s/ G. Gary Garcia

Name: G. Gary Garcia

Title: Manager

GREEN MOUNTAIN ENERGY COMPANY

By: /s/ G. Gary Garcia

Name: G. Gary Garcia

Title: Vice President, Treasury

NRG CONSTRUCTION LLC

By: /s/ Gaetan Frotte

Name: Gaetan Frotte

Title: Vice President and Treasurer

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ALLIED HOME WARRANTY GP LLC
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NRG ENERGY SERVICES LLC
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By: NRG Rockford Acquisition LLC, its General Partner

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Name: Lynne Przychodzki
Title: Assistant Secretary

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By: Texas Genco GP, LLC, its General Partner

By: /s/ G. Gary Garcia
Name: G. Gary Garcia
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INDEPENDENCE ENERGY GROUP LLC

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

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TEXAS GENCO GP, LLC

By: /s/ G. Gary Garcia
Name: G. Gary Garcia
Title: Vice President and Treasurer

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NRG TEXAS HOLDING INC.

By: /s/ G. Gary Garcia
Name: G. Gary Garcia
Title: Treasurer

TEXAS GENCO LP, LLC

By: /s/ G. Gary Garcia
Name: G. Gary Garcia
Title: Manager

LAW DEBENTURE TRUST COMPANY OF NEW YORK,
as Trustee

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

Signature Page to Eighty-Ninth Supplemental Indenture
