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**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**  
WASHINGTON, DC 20549

**FORM 8-K**

**CURRENT REPORT**

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

Date of Report (Date of earliest event reported): **October 7, 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.**

On October 7, 2013, NRG Energy, Inc. (“NRG”), the subsidiaries of NRG named in the ninety-sixth supplemental indenture (as described below) (collectively, the “Existing Guarantors”), NRG Energy Services International Inc. (the “Guaranteeing Subsidiary”), and Law Debenture Trust Company of New York, as trustee (the “Trustee”), entered into the one hundred-second supplemental indenture (the “One Hundred-Second 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, 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, the seventy-seventh supplemental indenture, dated as of January 3, 2013, among NRG, the guarantors party thereto and the Trustee, the eighty-third supplemental indenture, dated as of March 13, 2013, among NRG, the guarantors party thereto and the Trustee, the eighty-ninth supplemental indenture, dated as of March 13, 2013, among NRG, the guarantors party thereto and the Trustee, the ninetieth supplemental indenture, dated as of May 2, 2013, among NRG, the guarantors party thereto and the Trustee, and the ninety-sixth supplemental indenture, dated as of September 4, 2013, among NRG, the Existing Guarantors and the Trustee. Pursuant to the One Hundred-Second Supplemental Indenture, the Guaranteeing Subsidiary became a guarantor of NRG’s obligations under its 8.50% 2019 Notes.

On October 7, 2013, NRG, the Existing Guarantors, the Guaranteeing Subsidiary and the Trustee entered into the one hundred-third supplemental indenture (the “One Hundred-Third Supplemental Indenture”), supplementing the Base Indenture, as supplemented by the thirty-sixth supplemental indenture, dated as of August 20, 2010, among NRG, the guarantors party thereto and the Trustee, pursuant to which NRG issued \$1,100,000,000 aggregate principal amount of 8.25% senior notes due 2020 (the “2020 Notes”), the forty-first supplemental indenture, dated as of December 15, 2010, among NRG, the guarantors party thereto and the Trustee, the forty-third supplemental indenture, dated as of April 22, 2011, among NRG, the guarantors party thereto and the Trustee, 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, the seventy-eighth supplemental indenture, dated as of January 3, 2013, among NRG, the guarantors party thereto and the Trustee, the eighty-fourth supplemental indenture, dated as of March 13, 2013, among NRG, the guarantors party thereto and the Trustee, the eighty-ninth supplemental indenture, dated as of March 13, 2013, among NRG, the guarantors party thereto and the Trustee, the ninety-first supplemental indenture, dated as of May 2, 2013, among NRG, the guarantors party thereto and the Trustee, and the ninety-seventh supplemental indenture, dated as of September 4, 2013, among NRG, the Existing Guarantors and the Trustee. Pursuant to the One Hundred-Third Supplemental Indenture, the Guaranteeing Subsidiary became a guarantor of NRG’s obligations under its 2020 Notes.

On October 7, 2013, NRG, the Existing Guarantors, the Guaranteeing Subsidiary and the Trustee entered into the one-hundred fourth supplemental indenture (the “One Hundred-Fourth Supplemental Indenture”), supplementing the Base Indenture, as supplemented by the forty-second supplemental indenture, dated as of January 26, 2011, among NRG, the guarantors party thereto and the Trustee, pursuant to which NRG issued \$1,200,000,000 aggregate principal amount of 7.625% senior notes due 2018 (the “2018 Notes”), the forty-ninth supplemental indenture, dated as of May 20, 2011, among NRG, the guarantors party thereto and the Trustee, the

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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, the seventy-ninth supplemental indenture, dated as of January 3, 2013, among NRG, the guarantors party thereto and the Trustee, the eighty-fifth supplemental indenture, dated as of March 13, 2013, among NRG, the guarantors party thereto and the Trustee, the eighty-ninth supplemental indenture, dated as of March 13, 2013, among NRG, the guarantors party thereto and the Trustee, the ninety-second supplemental indenture, dated as of May 2, 2013, among NRG, the guarantors party thereto and the Trustee, and the ninety-eighth supplemental indenture, dated as of September 4, 2013, among NRG, the Existing Guarantors and the Trustee. Pursuant to the One Hundred-Fourth Supplemental Indenture, the Guaranteeing Subsidiary became a guarantor of NRG's obligations under its 2018 Notes.

On October 7, 2013, NRG, the Existing Guarantors, the Guaranteeing Subsidiary and the Trustee entered into the one hundred-fifth supplemental indenture (the "One Hundred-Fifth Supplemental Indenture"), supplementing the Base Indenture, as supplemented by the fiftieth supplemental indenture, dated as of May 24, 2011, 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, the eightieth supplemental indenture, dated as of January 3, 2013, among NRG, the guarantors party thereto and the Trustee, the eighty-sixth supplemental indenture, dated as of March 13, 2013, among NRG, the guarantors party thereto and the Trustee, the eighty-ninth supplemental indenture, dated as of March 13, 2013, among NRG, the guarantors party thereto and the Trustee, the ninety-third supplemental indenture, dated as of May 2, 2013, among NRG, the guarantors party thereto and the Trustee, and the ninety-ninth supplemental indenture, dated as of September 4, 2013, among NRG, the Existing Guarantors and the Trustee. Pursuant to the One Hundred-Fifth Supplemental Indenture, the Guaranteeing Subsidiary became a guarantor of NRG's obligations under its 7.625% 2019 Notes.

On October 7, 2013, NRG, the Existing Guarantors, the Guaranteeing Subsidiary and the Trustee entered into the one hundred-sixth supplemental indenture (the "One Hundred-Sixth Supplemental Indenture"), supplementing the Base Indenture, as supplemented by the fifty-first supplemental indenture, dated as of May 24, 2011, 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, the eighty-first supplemental indenture, dated as of January 3, 2013, among NRG, the guarantors party thereto and the Trustee, the eighty-seventh supplemental indenture, dated as of March 13, 2013, among NRG, the guarantors party thereto and the Trustee, the eighty-ninth supplemental indenture, dated as of March 13, 2013, among NRG, the guarantors party thereto and the Trustee, the ninety-fourth supplemental indenture, dated as of May 2, 2013, among NRG, the guarantors party thereto and the Trustee, and the one hundredth supplemental indenture, dated as of September 4, 2013, among NRG, the Existing Guarantors and the Trustee. Pursuant to the One Hundred-Sixth Supplemental Indenture, the Guaranteeing Subsidiary became a guarantor of NRG's obligations under its 2021 Notes.

On October 7, 2013, NRG, the Existing Guarantors, the Guaranteeing Subsidiary and the Trustee entered into the one hundred-seventh supplemental indenture (the "One Hundred-Seventh Supplemental Indenture"), supplementing the Base Indenture, as supplemented by the seventieth supplemental indenture, dated as of September 24, 2012, 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, the eighty-second supplemental indenture, dated as of January 3, 2013, among NRG, the guarantors party thereto and

the Trustee, the eighty-eighth supplemental indenture, dated as of March 13, 2013, among NRG, the guarantors party thereto and the Trustee, the eighty-ninth supplemental indenture, dated as of March 13, 2013, among NRG, the guarantors party thereto and the Trustee, the ninety-fifth supplemental indenture, dated as of May 2, 2013, among NRG, the guarantors party thereto and the Trustee, and the one hundred-first supplemental indenture, dated as of September 4, 2013, among NRG, the Existing Guarantors and the Trustee. Pursuant to the One Hundred-Seventh Supplemental Indenture, the Guaranteeing Subsidiary became a guarantor of NRG's obligations under its 2023 Notes.

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

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

(d) Exhibits

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

**SIGNATURES**

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

**NRG Energy, Inc.**

By: /s/ David R. Hill

David R. Hill

Executive Vice President & General Counsel

October 8, 2013

## EXHIBIT INDEX

<b>Exhibit No.</b>	<b>Document</b>
4.1	One Hundred-Second Supplemental Indenture, dated as of October 7, 2013, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York.
4.2	One Hundred-Third Supplemental Indenture, dated as of October 7, 2013, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York.
4.3	One Hundred-Fourth Supplemental Indenture, dated as of October 7, 2013, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York.
4.4	One Hundred-Fifth Supplemental Indenture, dated as of October 7, 2013, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York.
4.5	One Hundred-Sixth Supplemental Indenture, dated as of October 7, 2013, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York.
4.6	One Hundred-Seventh Supplemental Indenture, dated as of October 7, 2013, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York.

ONE HUNDRED-SECOND SUPPLEMENTAL INDENTURE FOR  
ADDITIONAL SUBSIDIARY GUARANTEE

ONE-HUNDRED SECOND SUPPLEMENTAL INDENTURE (this “*Supplemental Indenture for Additional Guarantee*”), dated as of October 7, 2013, among NRG Energy Services International Inc., a Delaware corporation (the “*Guaranteeing Subsidiary*”), a subsidiary of NRG Energy, Inc., a Delaware corporation (the “*Company*”), the Company, the Existing Guarantors set forth on the signature pages hereto (the “*Existing Guarantors*”) and Law Debenture Trust Company of New York, as trustee under the Indenture referred to below (the “*Trustee*”).

## WITNESSETH

WHEREAS, the Company has heretofore executed and delivered to the Trustee an indenture (the “*Base Indenture*”), dated as of February 2, 2006, between the Company and the Trustee, as amended by 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*”), a seventy-seventh supplemental indenture, dated as of January 3, 2013, among the Company, the Guarantors party thereto and the Trustee (the “*Seventy-Seventh Supplemental Indenture*”), an eighty-third supplemental indenture, dated as of March 13, 2013, among the Company, the Guarantors party thereto and the Trustee (the “*Eighty-Third Supplemental Indenture*”), an eighty-ninth supplemental indenture, dated as of March 13, 2013, among the Company, the Guarantors party thereto and the Trustee (the “*Eighty-Ninth Supplemental Indenture*”), a ninetieth supplemental indenture, dated as of May 2, 2013, among the Company, the Guarantors party thereto and the Trustee (the “*Ninetieth Supplemental Indenture*”), and a ninety-sixth supplemental indenture, dated as of September 4, 2013, among the Company, the Existing Guarantors and the Trustee (the “*Ninety-Sixth 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, the Seventy-First Supplemental Indenture, the Seventy-Seventh Supplemental Indenture, the Eighty-Third Supplemental Indenture, the Eighty-Ninth Supplemental Indenture and the Ninetieth Supplemental Indenture, the “*Indenture*”);

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WHEREAS, the Indenture provides that under certain circumstances the Guaranteeing Subsidiary shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteeing Subsidiary shall unconditionally guarantee all of the Company's Obligations under the Notes and the Indenture (the "Additional Guarantee"); 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 Guarantee.

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

1. *Capitalized Terms.* Unless otherwise defined in this Supplemental Indenture for Additional Guarantee, capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.
2. *Agreement to Be Bound; Guarantee.* The 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. The Guaranteeing Subsidiary hereby agrees to be bound by all of the provisions of the Indenture applicable to a Guarantor and to perform all of the Obligations and agreements of a Guarantor under the Indenture. In furtherance of the foregoing, the Guaranteeing Subsidiary shall be deemed 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 GUARANTEE 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 Guarantee. 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 Guarantee or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiary and the Company.
7. *Ratification of Indenture; Supplemental Indenture for Additional Guarantee 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 Guarantee 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 Guarantee to be duly executed and attested, all as of the date first above written.

GUARANTEEING SUBSIDIARY:

NRG ENERGY SERVICES INTERNATIONAL INC.

By: /s/ Elizabeth McCormack

Name: Elizabeth McCormack

Title: Assistant Secretary

Signature Page to One Hundred-Second Supplemental Indenture

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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  
CARBON MANAGEMENT SOLUTIONS LLC  
CLEAN EDGE ENERGY LLC  
CONEMAUGH POWER LLC  
CONNECTICUT JET POWER LLC  
COTTONWOOD DEVELOPMENT LLC  
COTTONWOOD GENERATING PARTNERS I LLC  
COTTONWOOD GENERATING PARTNERS II LLC  
COTTONWOOD GENERATING PARTNERS III LLC  
DEVON POWER LLC  
DUNKIRK POWER LLC  
EASTERN SIERRA ENERGY COMPANY LLC  
EL SEGUNDO POWER, LLC  
EL SEGUNDO POWER II LLC  
ENERGY PLUS HOLDINGS LLC  
ENERGY PLUS NATURAL GAS LLC  
ENERGY PROTECTION INSURANCE COMPANY  
GREEN MOUNTAIN ENERGY COMPANY (NY COM) LLC  
GREEN MOUNTAIN ENERGY COMPANY (NY RES) LLC  
HUNTLEY POWER LLC  
INDEPENDENCE ENERGY ALLIANCE LLC  
INDEPENDENCE ENERGY NATURAL GAS LLC  
INDIAN RIVER OPERATIONS INC.  
INDIAN RIVER POWER LLC  
KEYSTONE POWER LLC  
LANGFORD WIND 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 ARTESIAN ENERGY LLC  
NRG ARTHUR KILL OPERATIONS INC.  
NRG ASTORIA GAS TURBINE OPERATIONS INC.  
NRG BAYOU COVE LLC  
NRG CABRILLO POWER OPERATIONS INC.  
NRG CALIFORNIA PEAKER OPERATIONS LLC  
NRG CEDAR BAYOU DEVELOPMENT COMPANY, LLC  
NRG CONNECTICUT AFFILIATE SERVICES INC.  
NRG DEVELOPMENT COMPANY INC.  
NRG DEVON OPERATIONS INC.  
NRG DISPATCH SERVICES LLC  
NRG DUNKIRK OPERATIONS INC.  
NRG EL SEGUNDO OPERATIONS INC.  
NRG ENERGY SERVICES GROUP LLC  
NRG GENERATION HOLDINGS, INC.  
NRG HOME & BUSINESS SOLUTIONS LLC  
NRG HOME SOLUTIONS PRODUCT LLC  
NRG HUNTLEY OPERATIONS INC.  
NRG IDENTITY PROTECT LLC  
NRG ILION LP LLC  
NRG INTERNATIONAL LLC  
NRG MEXTRANS INC.  
NRG MIDATLANTIC AFFILIATE SERVICES INC.  
NRG MIDDLETOWN OPERATIONS INC.  
NRG MONTVILLE OPERATIONS INC.  
NRG NEW JERSEY ENERGY SALES LLC  
NRG NORTH CENTRAL OPERATIONS INC.  
NRG NORTHEAST AFFILIATE SERVICES INC.  
NRG NORWALK HARBOR OPERATIONS INC.  
NRG OPERATING SERVICES, INC.  
NRG OSWEGO HARBOR POWER OPERATIONS INC.  
NRG PACGEN INC.  
NRG POWER MARKETING LLC

Signature Page to One Hundred-Second Supplemental Indenture

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NRG RENTER'S PROTECTION LLC  
NRG RETAIL LLC  
NRG ROCKFORD ACQUISITION LLC  
NRG SAGUARO OPERATIONS INC.  
NRG SECURITY LLC  
NRG SERVICES CORPORATION  
NRG SIMPLYSMART SOLUTIONS LLC  
NRG SOUTH CENTRAL AFFILIATE SERVICES INC.  
NRG SOUTH CENTRAL GENERATING LLC  
NRG SOUTH CENTRAL OPERATIONS INC.  
NRG TEXAS C&I SUPPLY LLC  
NRG UNEMPLOYMENT PROTECTION LLC  
NRG WARRANTY SERVICES LLC  
NRG WEST COAST LLC  
NRG WESTERN AFFILIATE SERVICES INC.  
O'BRIEN COGENERATION, INC. II  
ONSITE ENERGY, INC.  
OSWEGO HARBOR POWER LLC  
RERH HOLDINGS, LLC  
SAGUARO POWER LLC  
SOMERSET OPERATIONS INC.  
SOMERSET POWER LLC  
US RETAILERS LLC  
VIENNA OPERATIONS INC.  
VIENNA POWER LLC  
WCP (GENERATION) HOLDINGS LLC  
WEST COAST POWER LLC

By: Lynne Wittkamp  
Assistant Secretary

By: /s/ Elizabeth McCormack  
Elizabeth McCormack, her Attorney-in-Fact

Signature Page to One Hundred-Second Supplemental Indenture

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COTTONWOOD ENERGY COMPANY LP

By: Cottonwood Generating Partners I LLC, its General Partner

By: Lynne Wittkamp  
Assistant Secretary

By: /s/ Elizabeth McCormack  
Elizabeth McCormack, her Attorney-in-Fact

COTTONWOOD TECHNOLOGY PARTNERS LP

By: Cottonwood Generating Partners I LLC, its General Partner

By: Lynne Wittkamp  
Assistant Secretary

By: /s/ Elizabeth McCormack  
Elizabeth McCormack, her Attorney-in-Fact

ELBOW CREEK WIND PROJECT LLC

By: Lynne Wittkamp  
Assistant Secretary

By: /s/ Elizabeth McCormack  
Elizabeth McCormack, her Attorney-in-Fact

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

ACE ENERGY, INC.

ALLIED WARRANTY LLC

BIDURENERGY, INC.

ENERGY CURTAILMENT SPECIALISTS, INC.

LONE STAR A/C & APPLIANCE REPAIR, LLC

NRG CURTAILMENT SOLUTIONS LLC

NRG ENERGY LABOR SERVICES LLC

NRG ENERGY SERVICES LLC

NRG HOME SOLUTIONS LLC

NRG HOMER CITY SERVICES LLC

NRG MAINTENANCE SERVICES LLC

NRG RELIABILITY SOLUTIONS 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: Lynne Wittkamp  
Assistant Secretary

By: /s/ Elizabeth McCormack

Elizabeth McCormack, her Attorney-in-Fact

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

Signature Page to One Hundred-Second Supplemental Indenture

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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: Lynne Wittkamp  
Assistant Secretary

By: /s/ Elizabeth McCormack

Elizabeth McCormack, her Attorney-in-Fact

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

Signature Page to One Hundred-Second Supplemental Indenture

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LAW DEBENTURE TRUST COMPANY OF NEW YORK,  
as Trustee

By: /s/ James D. Heaney

Name: James D. Heaney  
Title: Managing Director

Signature Page to One Hundred-Second Supplemental Indenture

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ONE HUNDRED-THIRD SUPPLEMENTAL INDENTURE FOR  
ADDITIONAL SUBSIDIARY GUARANTEE

ONE-HUNDRED THIRD SUPPLEMENTAL INDENTURE (this “*Supplemental Indenture for Additional Guarantee*”), dated as of October 7, 2013, among NRG Energy Services International Inc., a Delaware corporation (the “*Guaranteeing Subsidiary*”), a subsidiary of NRG Energy, Inc., a Delaware corporation (the “*Company*”), the Company, the Existing Guarantors set forth on the signature pages hereto (the “*Existing Guarantors*”) and Law Debenture Trust Company of New York, as trustee under the Indenture referred to below (the “*Trustee*”).

## WITNESSETH

WHEREAS, the Company has heretofore executed and delivered to the Trustee an indenture (the “*Base Indenture*”), dated as of February 2, 2006, between the Company and the Trustee, as amended by 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*”), a seventy-eighth supplemental indenture, dated as of January 3, 2013, among the Company, the Guarantors party thereto and the Trustee (the “*Seventy-Eighth Supplemental Indenture*”), an eighty-fourth supplemental indenture, dated as of March 13, 2013, among the Company, the Guarantors party thereto and the Trustee (the “*Eighty-Fourth Supplemental Indenture*”), an eighty-ninth supplemental indenture, dated as of March 13, 2013, among the Company, the Guarantors party thereto and the Trustee (the “*Eighty-Ninth Supplemental Indenture*”), a ninety-first supplemental indenture, dated as of May 2, 2013, among the Company, the Guarantors party thereto and the Trustee (the “*Ninety-First Supplemental Indenture*”), and a ninety-seventh supplemental indenture, dated as of September 4, 2013, among the Company, the Existing Guarantors and the Trustee (the “*Ninety-Seventh 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, the Seventy-Second Supplemental Indenture, the Seventy-Eighth Supplemental Indenture, the Eighty-Fourth Supplemental Indenture, the Eighty-Ninth Supplemental Indenture and the Ninety-First Supplemental Indenture, the “*Indenture*”);

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

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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 Guarantee.

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

1. *Capitalized Terms.* Unless otherwise defined in this Supplemental Indenture for Additional Guarantee, capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.
2. *Agreement to Be Bound; Guarantee.* The 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. The Guaranteeing Subsidiary hereby agrees to be bound by all of the provisions of the Indenture applicable to a Guarantor and to perform all of the Obligations and agreements of a Guarantor under the Indenture. In furtherance of the foregoing, the Guaranteeing Subsidiary shall be deemed 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 GUARANTEE 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 Guarantee. 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 Guarantee or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiary and the Company.
7. *Ratification of Indenture; Supplemental Indenture for Additional Guarantee 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 Guarantee 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]

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

GUARANTEEING SUBSIDIARY:

NRG ENERGY SERVICES INTERNATIONAL INC.

By: /s/ Elizabeth McCormack

Name: Elizabeth McCormack

Title: Assistant Secretary

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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  
CARBON MANAGEMENT SOLUTIONS LLC  
CLEAN EDGE ENERGY LLC  
CONEMAUGH POWER LLC  
CONNECTICUT JET POWER LLC  
COTTONWOOD DEVELOPMENT LLC  
COTTONWOOD GENERATING PARTNERS I LLC  
COTTONWOOD GENERATING PARTNERS II LLC  
COTTONWOOD GENERATING PARTNERS III LLC  
DEVON POWER LLC  
DUNKIRK POWER LLC  
EASTERN SIERRA ENERGY COMPANY LLC  
EL SEGUNDO POWER, LLC  
EL SEGUNDO POWER II LLC  
ENERGY PLUS HOLDINGS LLC  
ENERGY PLUS NATURAL GAS LLC  
ENERGY PROTECTION INSURANCE COMPANY  
GREEN MOUNTAIN ENERGY COMPANY (NY COM) LLC  
GREEN MOUNTAIN ENERGY COMPANY (NY RES) LLC  
HUNTLEY POWER LLC  
INDEPENDENCE ENERGY ALLIANCE LLC  
INDEPENDENCE ENERGY NATURAL GAS LLC  
INDIAN RIVER OPERATIONS INC.  
INDIAN RIVER POWER LLC  
KEYSTONE POWER LLC  
LANGFORD WIND 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 ARTESIAN ENERGY LLC  
NRG ARTHUR KILL OPERATIONS INC.  
NRG ASTORIA GAS TURBINE OPERATIONS INC.  
NRG BAYOU COVE LLC  
NRG CABRILLO POWER OPERATIONS INC.  
NRG CALIFORNIA PEAKER OPERATIONS LLC  
NRG CEDAR BAYOU DEVELOPMENT COMPANY, LLC  
NRG CONNECTICUT AFFILIATE SERVICES INC.  
NRG DEVELOPMENT COMPANY INC.  
NRG DEVON OPERATIONS INC.  
NRG DISPATCH SERVICES LLC  
NRG DUNKIRK OPERATIONS INC.  
NRG EL SEGUNDO OPERATIONS INC.  
NRG ENERGY SERVICES GROUP LLC  
NRG GENERATION HOLDINGS, INC.  
NRG HOME & BUSINESS SOLUTIONS LLC  
NRG HOME SOLUTIONS PRODUCT LLC  
NRG HUNTLEY OPERATIONS INC.  
NRG IDENTITY PROTECT LLC  
NRG ILION LP LLC  
NRG INTERNATIONAL LLC  
NRG MEXTRANS INC.  
NRG MIDATLANTIC AFFILIATE SERVICES INC.  
NRG MIDDLETOWN OPERATIONS INC.  
NRG MONTVILLE OPERATIONS INC.  
NRG NEW JERSEY ENERGY SALES LLC  
NRG NORTH CENTRAL OPERATIONS INC.  
NRG NORTHEAST AFFILIATE SERVICES INC.  
NRG NORWALK HARBOR OPERATIONS INC.  
NRG OPERATING SERVICES, INC.  
NRG OSWEGO HARBOR POWER OPERATIONS INC.  
NRG PACGEN INC.  
NRG POWER MARKETING LLC

Signature Page to One Hundred-Third Supplemental Indenture

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NRG RENTER'S PROTECTION LLC  
NRG RETAIL LLC  
NRG ROCKFORD ACQUISITION LLC  
NRG SAGUARO OPERATIONS INC.  
NRG SECURITY LLC  
NRG SERVICES CORPORATION  
NRG SIMPLYSMART SOLUTIONS LLC  
NRG SOUTH CENTRAL AFFILIATE SERVICES INC.  
NRG SOUTH CENTRAL GENERATING LLC  
NRG SOUTH CENTRAL OPERATIONS INC.  
NRG TEXAS C&I SUPPLY LLC  
NRG UNEMPLOYMENT PROTECTION LLC  
NRG WARRANTY SERVICES LLC  
NRG WEST COAST LLC  
NRG WESTERN AFFILIATE SERVICES INC.  
O'BRIEN COGENERATION, INC. II  
ONSITE ENERGY, INC.  
OSWEGO HARBOR POWER LLC  
RERH HOLDINGS, LLC  
SAGUARO POWER LLC  
SOMERSET OPERATIONS INC.  
SOMERSET POWER LLC  
US RETAILERS LLC  
VIENNA OPERATIONS INC.  
VIENNA POWER LLC  
WCP (GENERATION) HOLDINGS LLC  
WEST COAST POWER LLC

By: Lynne Wittkamp  
Assistant Secretary

By: /s/ Elizabeth McCormack  
Elizabeth McCormack, her Attorney-in-Fact

Signature Page to One Hundred-Third Supplemental Indenture

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COTTONWOOD ENERGY COMPANY LP

By: Cottonwood Generating Partners I LLC, its General Partner

By: Lynne Wittkamp  
Assistant Secretary

By: /s/ Elizabeth McCormack  
Elizabeth McCormack, her Attorney-in-Fact

COTTONWOOD TECHNOLOGY PARTNERS LP

By: Cottonwood Generating Partners I LLC, its General Partner

By: Lynne Wittkamp  
Assistant Secretary

By: /s/ Elizabeth McCormack  
Elizabeth McCormack, her Attorney-in-Fact

ELBOW CREEK WIND PROJECT LLC

By: Lynne Wittkamp  
Assistant Secretary

By: /s/ Elizabeth McCormack  
Elizabeth McCormack, her Attorney-in-Fact

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

ACE ENERGY, INC.  
ALLIED WARRANTY LLC  
BIDURENERGY, INC.  
ENERGY CURTAILMENT SPECIALISTS, INC.  
LONE STAR A/C & APPLIANCE REPAIR, LLC  
NRG CURTAILMENT SOLUTIONS LLC  
NRG ENERGY LABOR SERVICES LLC  
NRG ENERGY SERVICES LLC  
NRG HOME SOLUTIONS LLC  
NRG HOMER CITY SERVICES LLC  
NRG MAINTENANCE SERVICES LLC  
NRG RELIABILITY SOLUTIONS 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: Lynne Wittkamp  
Assistant Secretary

By: /s/ Elizabeth McCormack

Elizabeth McCormack, her Attorney-in-Fact

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

Signature Page to One Hundred-Third Supplemental Indenture

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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: Lynne Wittkamp  
Assistant Secretary

By: /s/ Elizabeth McCormack  
Elizabeth McCormack, her Attorney-in-Fact

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

Signature Page to One Hundred-Third Supplemental Indenture

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LAW DEBENTURE TRUST COMPANY OF NEW YORK, as  
Trustee

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

Signature Page to One Hundred-Third Supplemental Indenture

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ONE HUNDRED-FOURTH SUPPLEMENTAL INDENTURE FOR  
ADDITIONAL SUBSIDIARY GUARANTEE

ONE-HUNDRED FOURTH SUPPLEMENTAL INDENTURE (this “*Supplemental Indenture for Additional Guarantee*”), dated as of October 7, 2013, among NRG Energy Services International Inc., a Delaware corporation (the “*Guaranteeing Subsidiary*”), a subsidiary of NRG Energy, Inc., a Delaware corporation (the “*Company*”), the Company, the Existing Guarantors set forth on the signature pages hereto (the “*Existing Guarantors*”) and Law Debenture Trust Company of New York, as trustee under the Indenture referred to below (the “*Trustee*”).

## WITNESSETH

WHEREAS, the Company has heretofore executed and delivered to the Trustee an indenture (the “*Base Indenture*”), dated as of February 2, 2006, between the Company and the Trustee, as amended by 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*”), a seventy-ninth supplemental indenture, dated as of January 3, 2013, among the Company, the Guarantors party thereto and the Trustee (the “*Seventy-Ninth Supplemental Indenture*”), an eighty-fifth supplemental indenture, dated as of March 13, 2013, among the Company, the Guarantors party thereto and the Trustee (the “*Eighty-Fifth Supplemental Indenture*”), an eighty-ninth supplemental indenture, dated as of March 13, 2013, among the Company, the Guarantors party thereto and the Trustee (the “*Eighty-Ninth Supplemental Indenture*”), a ninety-second supplemental indenture, dated as of May 2, 2013, among the Company, the Guarantors party thereto and the Trustee (the “*Ninety-Second Supplemental Indenture*”), and a ninety-eighth supplemental indenture, dated as of September 4, 2013, among the Company, the Existing Guarantors and the Trustee (the “*Ninety-Eighth 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, the Seventy-Third Supplemental Indenture, the Seventy-Ninth Supplemental Indenture, the Eighty-Fifth Supplemental Indenture, the Eighty-Ninth Supplemental Indenture and the Ninety-Second Supplemental Indenture, the “*Indenture*”);

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

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

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

2. *Agreement to Be Bound; Guarantee.* The 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. The Guaranteeing Subsidiary hereby agrees to be bound by all of the provisions of the Indenture applicable to a Guarantor and to perform all of the Obligations and agreements of a Guarantor under the Indenture. In furtherance of the foregoing, the Guaranteeing Subsidiary shall be deemed 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 GUARANTEE 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 Guarantee. 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 Guarantee or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiary and the Company.

7. *Ratification of Indenture; Supplemental Indenture for Additional Guarantee 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 Guarantee 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 Guarantee to be duly executed and attested, all as of the date first above written.

GUARANTEEING SUBSIDIARY:

NRG ENERGY SERVICES INTERNATIONAL INC.

By: /s/ Elizabeth McCormack

Name: Elizabeth McCormack

Title: Assistant Secretary

Signature Page to One Hundred-Fourth Supplemental Indenture

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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  
CARBON MANAGEMENT SOLUTIONS LLC  
CLEAN EDGE ENERGY LLC  
CONEMAUGH POWER LLC  
CONNECTICUT JET POWER LLC  
COTTONWOOD DEVELOPMENT LLC  
COTTONWOOD GENERATING PARTNERS I LLC  
COTTONWOOD GENERATING PARTNERS II LLC  
COTTONWOOD GENERATING PARTNERS III LLC  
DEVON POWER LLC  
DUNKIRK POWER LLC  
EASTERN SIERRA ENERGY COMPANY LLC  
EL SEGUNDO POWER, LLC  
EL SEGUNDO POWER II LLC  
ENERGY PLUS HOLDINGS LLC  
ENERGY PLUS NATURAL GAS LLC  
ENERGY PROTECTION INSURANCE COMPANY  
GREEN MOUNTAIN ENERGY COMPANY (NY COM) LLC  
GREEN MOUNTAIN ENERGY COMPANY (NY RES) LLC  
HUNTLEY POWER LLC  
INDEPENDENCE ENERGY ALLIANCE LLC  
INDEPENDENCE ENERGY NATURAL GAS LLC  
INDIAN RIVER OPERATIONS INC.  
INDIAN RIVER POWER LLC  
KEYSTONE POWER LLC  
LANGFORD WIND 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 ARTESIAN ENERGY LLC  
NRG ARTHUR KILL OPERATIONS INC.  
NRG ASTORIA GAS TURBINE OPERATIONS INC.  
NRG BAYOU COVE LLC  
NRG CABRILLO POWER OPERATIONS INC.  
NRG CALIFORNIA PEAKER OPERATIONS LLC  
NRG CEDAR BAYOU DEVELOPMENT COMPANY, LLC  
NRG CONNECTICUT AFFILIATE SERVICES INC.  
NRG DEVELOPMENT COMPANY INC.  
NRG DEVON OPERATIONS INC.  
NRG DISPATCH SERVICES LLC  
NRG DUNKIRK OPERATIONS INC.  
NRG EL SEGUNDO OPERATIONS INC.  
NRG ENERGY SERVICES GROUP LLC  
NRG GENERATION HOLDINGS, INC.  
NRG HOME & BUSINESS SOLUTIONS LLC  
NRG HOME SOLUTIONS PRODUCT LLC  
NRG HUNTLEY OPERATIONS INC.  
NRG IDENTITY PROTECT LLC  
NRG ILION LP LLC  
NRG INTERNATIONAL LLC  
NRG MEXTRANS INC.  
NRG MIDATLANTIC AFFILIATE SERVICES INC.  
NRG MIDDLETOWN OPERATIONS INC.  
NRG MONTVILLE OPERATIONS INC.  
NRG NEW JERSEY ENERGY SALES LLC  
NRG NORTH CENTRAL OPERATIONS INC.  
NRG NORTHEAST AFFILIATE SERVICES INC.  
NRG NORWALK HARBOR OPERATIONS INC.  
NRG OPERATING SERVICES, INC.  
NRG OSWEGO HARBOR POWER OPERATIONS INC.  
NRG PACGEN INC.  
NRG POWER MARKETING LLC

NRG RENTER'S PROTECTION LLC  
NRG RETAIL LLC  
NRG ROCKFORD ACQUISITION LLC  
NRG SAGUARO OPERATIONS INC.  
NRG SECURITY LLC  
NRG SERVICES CORPORATION  
NRG SIMPLYSMART SOLUTIONS LLC  
NRG SOUTH CENTRAL AFFILIATE SERVICES INC.  
NRG SOUTH CENTRAL GENERATING LLC  
NRG SOUTH CENTRAL OPERATIONS INC.  
NRG TEXAS C&I SUPPLY LLC  
NRG UNEMPLOYMENT PROTECTION LLC  
NRG WARRANTY SERVICES LLC  
NRG WEST COAST LLC  
NRG WESTERN AFFILIATE SERVICES INC.  
O'BRIEN COGENERATION, INC. II  
ONSITE ENERGY, INC.  
OSWEGO HARBOR POWER LLC  
RERH HOLDINGS, LLC  
SAGUARO POWER LLC  
SOMERSET OPERATIONS INC.  
SOMERSET POWER LLC  
US RETAILERS LLC  
VIENNA OPERATIONS INC.  
VIENNA POWER LLC  
WCP (GENERATION) HOLDINGS LLC  
WEST COAST POWER LLC

By: Lynne Wittkamp  
Assistant Secretary

By: /s/ Elizabeth McCormack  
Elizabeth McCormack, her Attorney-in-Fact

Signature Page to One Hundred-Fourth Supplemental Indenture

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COTTONWOOD ENERGY COMPANY LP

By: Cottonwood Generating Partners I LLC, its General Partner

By: Lynne Wittkamp  
Assistant Secretary

By: /s/ Elizabeth McCormack  
Elizabeth McCormack, her Attorney-in-Fact

COTTONWOOD TECHNOLOGY PARTNERS LP

By: Cottonwood Generating Partners I LLC, its General Partner

By: Lynne Wittkamp  
Assistant Secretary

By: /s/ Elizabeth McCormack  
Elizabeth McCormack, her Attorney-in-Fact

ELBOW CREEK WIND PROJECT LLC

By: Lynne Wittkamp  
Assistant Secretary

By: /s/ Elizabeth McCormack  
Elizabeth McCormack, her Attorney-in-Fact

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

ACE ENERGY, INC.  
ALLIED WARRANTY LLC  
BIDUREENERGY, INC.  
ENERGY CURTAILMENT SPECIALISTS, INC.  
LONE STAR A/C & APPLIANCE REPAIR, LLC  
NRG CURTAILMENT SOLUTIONS LLC  
NRG ENERGY LABOR SERVICES LLC  
NRG ENERGY SERVICES LLC  
NRG HOME SOLUTIONS LLC  
NRG HOMER CITY SERVICES LLC  
NRG MAINTENANCE SERVICES LLC  
NRG RELIABILITY SOLUTIONS 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: Lynne Wittkamp  
Assistant Secretary

By: /s/ Elizabeth McCormack

Elizabeth McCormack, her Attorney-in-Fact

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: Lynne Wittkamp  
Assistant Secretary

By: /s/ Elizabeth McCormack

Elizabeth McCormack, her Attorney-in-Fact

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

Signature Page to One Hundred-Fourth Supplemental Indenture

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LAW DEBENTURE TRUST COMPANY OF NEW YORK, as Trustee

By: /s/ James D. Heaney

Name: James D. Heaney

Title: Managing Director

Signature Page to One Hundred-Fourth Supplemental Indenture

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ONE HUNDRED-FIFTH SUPPLEMENTAL INDENTURE FOR  
ADDITIONAL SUBSIDIARY GUARANTEE

ONE-HUNDRED FIFTH SUPPLEMENTAL INDENTURE (this “*Supplemental Indenture for Additional Guarantee*”), dated as of October 7, 2013, among NRG Energy Services International Inc., a Delaware corporation (the “*Guaranteeing Subsidiary*”), a subsidiary of NRG Energy, Inc., a Delaware corporation (the “*Company*”), the Company, the Existing Guarantors set forth on the signature pages hereto (the “*Existing Guarantors*”) and Law Debenture Trust Company of New York, as trustee under the Indenture referred to below (the “*Trustee*”).

## WITNESSETH

WHEREAS, the Company has heretofore executed and delivered to the Trustee an indenture (the “*Base Indenture*”), dated as of February 2, 2006, between the Company and the Trustee, as amended by 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*”), an eightieth supplemental indenture, dated as of January 3, 2013, among the Company, the Guarantors party thereto and the Trustee (the “*Eightieth Supplemental Indenture*”), an eighty-sixth supplemental indenture, dated as of March 13, 2013, among the Company, the Guarantors party thereto and the Trustee (the “*Eighty-Sixth Supplemental Indenture*”), an eighty-ninth supplemental indenture, dated as of March 13, 2013, among the Company, the Guarantors party thereto and the Trustee (the “*Eighty-Ninth Supplemental Indenture*”), a ninety-third supplemental indenture, dated as of May 2, 2013, among the Company, the Guarantors party thereto and the Trustee (the “*Ninety-Third Supplemental Indenture*”), and a ninety-ninth supplemental indenture, dated as of September 4, 2013, among the Company, the Existing Guarantors and the Trustee (the “*Ninety-Ninth 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, the Seventy-Fourth Supplemental Indenture, the Eightieth Supplemental Indenture, the Eighty-Sixth Supplemental Indenture, the Eighty-Ninth Supplemental Indenture and the Ninety-Third Supplemental Indenture, the “*Indenture*”);

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

NOW THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt of which is hereby acknowledged, the Guaranteeing Subsidiary, the Trustee, the Company and

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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 Guarantee, capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.
2. *Agreement to Be Bound; Guarantee.* The 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. The Guaranteeing Subsidiary hereby agrees to be bound by all of the provisions of the Indenture applicable to a Guarantor and to perform all of the Obligations and agreements of a Guarantor under the Indenture. In furtherance of the foregoing, the Guaranteeing Subsidiary shall be deemed 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 GUARANTEE 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 Guarantee. 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 Guarantee or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiary and the Company.
7. *Ratification of Indenture; Supplemental Indenture for Additional Guarantee 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 Guarantee 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 Guarantee to be duly executed and attested, all as of the date first above written.

GUARANTEEING SUBSIDIARY:

NRG ENERGY SERVICES INTERNATIONAL INC.

By: /s/ Elizabeth McCormack

Name: Elizabeth McCormack

Title: Assistant Secretary

Signature Page to One Hundred-Fifth Supplemental Indenture

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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  
CARBON MANAGEMENT SOLUTIONS LLC  
CLEAN EDGE ENERGY LLC  
CONEMAUGH POWER LLC  
CONNECTICUT JET POWER LLC  
COTTONWOOD DEVELOPMENT LLC  
COTTONWOOD GENERATING PARTNERS I LLC  
COTTONWOOD GENERATING PARTNERS II LLC  
COTTONWOOD GENERATING PARTNERS III LLC  
DEVON POWER LLC  
DUNKIRK POWER LLC  
EASTERN SIERRA ENERGY COMPANY LLC  
EL SEGUNDO POWER, LLC  
EL SEGUNDO POWER II LLC  
ENERGY PLUS HOLDINGS LLC  
ENERGY PLUS NATURAL GAS LLC  
ENERGY PROTECTION INSURANCE COMPANY  
GREEN MOUNTAIN ENERGY COMPANY (NY COM) LLC  
GREEN MOUNTAIN ENERGY COMPANY (NY RES) LLC  
HUNTLEY POWER LLC  
INDEPENDENCE ENERGY ALLIANCE LLC  
INDEPENDENCE ENERGY NATURAL GAS LLC  
INDIAN RIVER OPERATIONS INC.  
INDIAN RIVER POWER LLC  
KEYSTONE POWER LLC  
LANGFORD WIND POWER, LLC  
MERIDEN GAS TURBINES LLC

Signature Page to One Hundred-Fifth Supplemental Indenture

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MIDDLETOWN POWER LLC  
MONTVILLE POWER LLC  
NEO CORPORATION  
NEO FREEHOLD-GEN LLC  
NEO POWER SERVICES INC.  
NORWALK POWER LLC  
NRG AFFILIATE SERVICES INC.  
NRG ARTESIAN ENERGY LLC  
NRG ARTHUR KILL OPERATIONS INC.  
NRG ASTORIA GAS TURBINE OPERATIONS INC.  
NRG BAYOU COVE LLC  
NRG CABRILLO POWER OPERATIONS INC.  
NRG CALIFORNIA PEAKER OPERATIONS LLC  
NRG CEDAR BAYOU DEVELOPMENT COMPANY, LLC  
NRG CONNECTICUT AFFILIATE SERVICES INC.  
NRG DEVELOPMENT COMPANY INC.  
NRG DEVON OPERATIONS INC.  
NRG DISPATCH SERVICES LLC  
NRG DUNKIRK OPERATIONS INC.  
NRG EL SEGUNDO OPERATIONS INC.  
NRG ENERGY SERVICES GROUP LLC  
NRG GENERATION HOLDINGS, INC.  
NRG HOME & BUSINESS SOLUTIONS LLC  
NRG HOME SOLUTIONS PRODUCT LLC  
NRG HUNTLEY OPERATIONS INC.  
NRG IDENTITY PROTECT LLC  
NRG ILION LP LLC  
NRG INTERNATIONAL LLC  
NRG MEXTRANS INC.  
NRG MIDATLANTIC AFFILIATE SERVICES INC.  
NRG MIDDLETOWN OPERATIONS INC.  
NRG MONTVILLE OPERATIONS INC.  
NRG NEW JERSEY ENERGY SALES LLC  
NRG NORTH CENTRAL OPERATIONS INC.  
NRG NORTHEAST AFFILIATE SERVICES INC.  
NRG NORWALK HARBOR OPERATIONS INC.  
NRG OPERATING SERVICES, INC.  
NRG OSWEGO HARBOR POWER OPERATIONS INC.  
NRG PACGEN INC.  
NRG POWER MARKETING LLC

Signature Page to One Hundred-Fifth Supplemental Indenture

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NRG RENTER'S PROTECTION LLC  
NRG RETAIL LLC  
NRG ROCKFORD ACQUISITION LLC  
NRG SAGUARO OPERATIONS INC.  
NRG SECURITY LLC  
NRG SERVICES CORPORATION  
NRG SIMPLYSMART SOLUTIONS LLC  
NRG SOUTH CENTRAL AFFILIATE SERVICES INC.  
NRG SOUTH CENTRAL GENERATING LLC  
NRG SOUTH CENTRAL OPERATIONS INC.  
NRG TEXAS C&I SUPPLY LLC  
NRG UNEMPLOYMENT PROTECTION LLC  
NRG WARRANTY SERVICES LLC  
NRG WEST COAST LLC  
NRG WESTERN AFFILIATE SERVICES INC.  
O'BRIEN COGENERATION, INC. II  
ONSITE ENERGY, INC.  
OSWEGO HARBOR POWER LLC  
RERH HOLDINGS, LLC  
SAGUARO POWER LLC  
SOMERSET OPERATIONS INC.  
SOMERSET POWER LLC  
US RETAILERS LLC  
VIENNA OPERATIONS INC.  
VIENNA POWER LLC  
WCP (GENERATION) HOLDINGS LLC  
WEST COAST POWER LLC

By: Lynne Wittkamp  
Assistant Secretary

By: /s/ Elizabeth McCormack  
Elizabeth McCormack, her Attorney-in-Fact

Signature Page to One Hundred-Fifth Supplemental Indenture

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COTTONWOOD ENERGY COMPANY LP

By: Cottonwood Generating Partners I LLC, its General Partner

By: Lynne Wittkamp  
Assistant Secretary

By: /s/ Elizabeth McCormack  
Elizabeth McCormack, her Attorney-in-Fact

COTTONWOOD TECHNOLOGY PARTNERS LP

By: Cottonwood Generating Partners I LLC, its General Partner

By: Lynne Wittkamp  
Assistant Secretary

By: /s/ Elizabeth McCormack  
Elizabeth McCormack, her Attorney-in-Fact

ELBOW CREEK WIND PROJECT LLC

By: Lynne Wittkamp  
Assistant Secretary

By: /s/ Elizabeth McCormack  
Elizabeth McCormack, her Attorney-in-Fact

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

ACE ENERGY, INC.  
ALLIED WARRANTY LLC  
BIDURENERGY, INC.  
ENERGY CURTAILMENT SPECIALISTS, INC.  
LONE STAR A/C & APPLIANCE REPAIR, LLC  
NRG CURTAILMENT SOLUTIONS LLC  
NRG ENERGY LABOR SERVICES LLC  
NRG ENERGY SERVICES LLC  
NRG HOME SOLUTIONS LLC  
NRG HOMER CITY SERVICES LLC  
NRG MAINTENANCE SERVICES LLC  
NRG RELIABILITY SOLUTIONS 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: Lynne Wittkamp  
Assistant Secretary

By: /s/ Elizabeth McCormack

Elizabeth McCormack, her Attorney-in-Fact

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

Signature Page to One Hundred-Fifth Supplemental Indenture

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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: Lynne Wittkamp  
Assistant Secretary

By: /s/ Elizabeth McCormack

Elizabeth McCormack, her Attorney-in-Fact

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

Signature Page to One Hundred-Fifth Supplemental Indenture

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LAW DEBENTURE TRUST COMPANY OF NEW YORK, as Trustee

By: /s/ James D. Heaney

Name: James D. Heaney

Title: Managing Director

Signature Page to One Hundred-Fifth Supplemental Indenture

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ONE HUNDRED-SIXTH SUPPLEMENTAL INDENTURE FOR  
ADDITIONAL SUBSIDIARY GUARANTEE

ONE-HUNDRED SIXTH SUPPLEMENTAL INDENTURE (this “*Supplemental Indenture for Additional Guarantee*”), dated as of October 7, 2013, among NRG Energy Services International Inc., a Delaware corporation (the “*Guaranteeing Subsidiary*”), a subsidiary of NRG Energy, Inc., a Delaware corporation (the “*Company*”), the Company, the Existing Guarantors set forth on the signature pages hereto (the “*Existing Guarantors*”) and Law Debenture Trust Company of New York, as trustee under the Indenture referred to below (the “*Trustee*”).

## WITNESSETH

WHEREAS, the Company has heretofore executed and delivered to the Trustee an indenture (the “*Base Indenture*”), dated as of February 2, 2006, between the Company and the Trustee, as amended by 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*”), an eighty-first supplemental indenture, dated as of January 3, 2013, among the Company, the Guarantors party thereto and the Trustee (the “*Eighty-First Supplemental Indenture*”), an eighty-seventh supplemental indenture, dated as of March 13, 2013, among the Company, the Guarantors party thereto and the Trustee (the “*Eighty-Seventh Supplemental Indenture*”), an eighty-ninth supplemental indenture, dated as of March 13, 2013, among the Company, the Guarantors party thereto and the Trustee (the “*Eighty-Ninth Supplemental Indenture*”), a ninety-fourth supplemental indenture, dated as of May 2, 2013, among the Company, the Guarantors party thereto and the Trustee (the “*Ninety-Fourth Supplemental Indenture*”), and a one hundredth supplemental indenture, dated as of September 4, 2013, among the Company, the Existing Guarantors and the Trustee (the “*One Hundredth 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, the Seventy-Fifth Supplemental Indenture, the Eighty-First Supplemental Indenture, the Eighty-Seventh Supplemental Indenture, the Eighty-Ninth Supplemental Indenture and the Ninety-Fourth Supplemental Indenture, the “*Indenture*”);

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

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

1. *Capitalized Terms.* Unless otherwise defined in this Supplemental Indenture for Additional Guarantee, capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.
2. *Agreement to Be Bound; Guarantee.* The 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. The Guaranteeing Subsidiary hereby agrees to be bound by all of the provisions of the Indenture applicable to a Guarantor and to perform all of the Obligations and agreements of a Guarantor under the Indenture. In furtherance of the foregoing, the Guaranteeing Subsidiary shall be deemed 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 GUARANTEE 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 Guarantee. 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 Guarantee or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiary and the Company.
7. *Ratification of Indenture; Supplemental Indenture for Additional Guarantee 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 Guarantee 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 Guarantee to be duly executed and attested, all as of the date first above written.

GUARANTEEING SUBSIDIARY:

NRG ENERGY SERVICES INTERNATIONAL INC.

By: /s/ Elizabeth McCormack

Name: Elizabeth McCormack

Title: Assistant Secretary

Signature Page to One Hundred-Sixth Supplemental Indenture

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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  
CARBON MANAGEMENT SOLUTIONS LLC  
CLEAN EDGE ENERGY LLC  
CONEMAUGH POWER LLC  
CONNECTICUT JET POWER LLC  
COTTONWOOD DEVELOPMENT LLC  
COTTONWOOD GENERATING PARTNERS I LLC  
COTTONWOOD GENERATING PARTNERS II LLC  
COTTONWOOD GENERATING PARTNERS III LLC  
DEVON POWER LLC  
DUNKIRK POWER LLC  
EASTERN SIERRA ENERGY COMPANY LLC  
EL SEGUNDO POWER, LLC  
EL SEGUNDO POWER II LLC  
ENERGY PLUS HOLDINGS LLC  
ENERGY PLUS NATURAL GAS LLC  
ENERGY PROTECTION INSURANCE COMPANY  
GREEN MOUNTAIN ENERGY COMPANY (NY COM) LLC  
GREEN MOUNTAIN ENERGY COMPANY (NY RES) LLC  
HUNTLEY POWER LLC  
INDEPENDENCE ENERGY ALLIANCE LLC  
INDEPENDENCE ENERGY NATURAL GAS LLC  
INDIAN RIVER OPERATIONS INC.  
INDIAN RIVER POWER LLC  
KEYSTONE POWER LLC  
LANGFORD WIND 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 ARTESIAN ENERGY LLC  
NRG ARTHUR KILL OPERATIONS INC.  
NRG ASTORIA GAS TURBINE OPERATIONS INC.  
NRG BAYOU COVE LLC  
NRG CABRILLO POWER OPERATIONS INC.  
NRG CALIFORNIA PEAKER OPERATIONS LLC  
NRG CEDAR BAYOU DEVELOPMENT COMPANY, LLC  
NRG CONNECTICUT AFFILIATE SERVICES INC.  
NRG DEVELOPMENT COMPANY INC.  
NRG DEVON OPERATIONS INC.  
NRG DISPATCH SERVICES LLC  
NRG DUNKIRK OPERATIONS INC.  
NRG EL SEGUNDO OPERATIONS INC.  
NRG ENERGY SERVICES GROUP LLC  
NRG GENERATION HOLDINGS, INC.  
NRG HOME & BUSINESS SOLUTIONS LLC  
NRG HOME SOLUTIONS PRODUCT LLC  
NRG HUNTLEY OPERATIONS INC.  
NRG IDENTITY PROTECT LLC  
NRG ILION LP LLC  
NRG INTERNATIONAL LLC  
NRG MEXTRANS INC.  
NRG MIDATLANTIC AFFILIATE SERVICES INC.  
NRG MIDDLETOWN OPERATIONS INC.  
NRG MONTVILLE OPERATIONS INC.  
NRG NEW JERSEY ENERGY SALES LLC  
NRG NORTH CENTRAL OPERATIONS INC.  
NRG NORTHEAST AFFILIATE SERVICES INC.  
NRG NORWALK HARBOR OPERATIONS INC.  
NRG OPERATING SERVICES, INC.  
NRG OSWEGO HARBOR POWER OPERATIONS INC.  
NRG PACGEN INC.  
NRG POWER MARKETING LLC

NRG RENTER'S PROTECTION LLC  
NRG RETAIL LLC  
NRG ROCKFORD ACQUISITION LLC  
NRG SAGUARO OPERATIONS INC.  
NRG SECURITY LLC  
NRG SERVICES CORPORATION  
NRG SIMPLYSMART SOLUTIONS LLC  
NRG SOUTH CENTRAL AFFILIATE SERVICES INC.  
NRG SOUTH CENTRAL GENERATING LLC  
NRG SOUTH CENTRAL OPERATIONS INC.  
NRG TEXAS C&I SUPPLY LLC  
NRG UNEMPLOYMENT PROTECTION LLC  
NRG WARRANTY SERVICES LLC  
NRG WEST COAST LLC  
NRG WESTERN AFFILIATE SERVICES INC.  
O'BRIEN COGENERATION, INC. II  
ONSITE ENERGY, INC.  
OSWEGO HARBOR POWER LLC  
RERH HOLDINGS, LLC  
SAGUARO POWER LLC  
SOMERSET OPERATIONS INC.  
SOMERSET POWER LLC  
US RETAILERS LLC  
VIENNA OPERATIONS INC.  
VIENNA POWER LLC  
WCP (GENERATION) HOLDINGS LLC  
WEST COAST POWER LLC

By: Lynne Wittkamp  
Assistant Secretary

By: /s/ Elizabeth McCormack  
Elizabeth McCormack, her Attorney-in-Fact

Signature Page to One Hundred-Sixth Supplemental Indenture

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COTTONWOOD ENERGY COMPANY LP

By: Cottonwood Generating Partners I LLC, its General Partner

By: Lynne Wittkamp  
Assistant Secretary

By: /s/ Elizabeth McCormack  
Elizabeth McCormack, her Attorney-in-Fact

COTTONWOOD TECHNOLOGY PARTNERS LP

By: Cottonwood Generating Partners I LLC, its General Partner

By: Lynne Wittkamp  
Assistant Secretary

By: /s/ Elizabeth McCormack  
Elizabeth McCormack, her Attorney-in-Fact

ELBOW CREEK WIND PROJECT LLC

By: Lynne Wittkamp  
Assistant Secretary

By: /s/ Elizabeth McCormack  
Elizabeth McCormack, her Attorney-in-Fact

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

ACE ENERGY, INC.  
ALLIED WARRANTY LLC  
BIDURENERGY, INC.  
ENERGY CURTAILMENT SPECIALISTS, INC.  
LONE STAR A/C & APPLIANCE REPAIR, LLC  
NRG CURTAILMENT SOLUTIONS LLC  
NRG ENERGY LABOR SERVICES LLC  
NRG ENERGY SERVICES LLC  
NRG HOME SOLUTIONS LLC  
NRG HOMER CITY SERVICES LLC  
NRG MAINTENANCE SERVICES LLC  
NRG RELIABILITY SOLUTIONS 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: Lynne Wittkamp  
Assistant Secretary

By: /s/ Elizabeth McCormack

Elizabeth McCormack, her Attorney-in-Fact

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

Signature Page to One Hundred-Sixth Supplemental Indenture

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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: Lynne Wittkamp  
Assistant Secretary

By: /s/ Elizabeth McCormack  
Elizabeth McCormack, her Attorney-in-Fact

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

Signature Page to One Hundred-Sixth Supplemental Indenture

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LAW DEBENTURE TRUST COMPANY OF NEW YORK,  
as Trustee

By: /s/ James D. Heaney

Name: James D. Heaney

Title: Managing Director

Signature Page to One Hundred-Sixth Supplemental Indenture

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ONE HUNDRED-SEVENTH SUPPLEMENTAL INDENTURE FOR  
ADDITIONAL SUBSIDIARY GUARANTEE

ONE-HUNDRED SEVENTH SUPPLEMENTAL INDENTURE (this “*Supplemental Indenture for Additional Guarantee*”), dated as of October 7, 2013, among NRG Energy Services International Inc., a Delaware corporation (the “*Guaranteeing Subsidiary*”), a subsidiary of NRG Energy, Inc., a Delaware corporation (the “*Company*”), the Company, the Existing Guarantors set forth on the signature pages hereto (the “*Existing Guarantors*”) and Law Debenture Trust Company of New York, as trustee under the Indenture referred to below (the “*Trustee*”).

## WITNESSETH

WHEREAS, the Company has heretofore executed and delivered to the Trustee an indenture (the “*Base Indenture*”), dated as of February 2, 2006, between the Company and the Trustee, as amended by 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*”), an eighty-second supplemental indenture, dated as of January 3, 2013, among the Company, the Guarantors party thereto and the Trustee (the “*Eighty-Second Supplemental Indenture*”), an eighty-eighth supplemental indenture, dated as of March 13, 2013, among the Company, the Guarantors party thereto and the Trustee (the “*Eighty-Eighth Supplemental Indenture*”), an eighty-ninth supplemental indenture, dated as of March 13, 2013, among the Company, the Guarantors party thereto and the Trustee (the “*Eighty-Ninth Supplemental Indenture*”), a ninety-fifth supplemental indenture, dated as of May 2, 2013, among the Company, the Guarantors party thereto and the Trustee (the “*Ninety-Fifth Supplemental Indenture*”), and a one hundred-first supplemental indenture, dated as of September 4, 2013, among the Company, the Existing Guarantors and the Trustee (the “*One Hundred-First Supplemental Indenture*” and together with the Base Indenture, the Seventieth Supplemental Indenture, the Seventy-Sixth Supplemental Indenture, the Eighty-Second Supplemental Indenture, the Eighty-Eighth Supplemental Indenture, the Eighty-Ninth Supplemental Indenture and the Ninety-Fifth Supplemental Indenture, the “*Indenture*”).

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

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

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

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2. *Agreement to Be Bound; Guarantee.* The 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. The Guaranteeing Subsidiary hereby agrees to be bound by all of the provisions of the Indenture applicable to a Guarantor and to perform all of the Obligations and agreements of a Guarantor under the Indenture. In furtherance of the foregoing, the Guaranteeing Subsidiary shall be deemed 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 GUARANTEE 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 Guarantee. 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 Guarantee or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiary and the Company.

7. *Ratification of Indenture; Supplemental Indenture for Additional Guarantee 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 Guarantee 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 Guarantee to be duly executed and attested, all as of the date first above written.

GUARANTEEING SUBSIDIARY:

NRG ENERGY SERVICES INTERNATIONAL INC.

By: /s/ Elizabeth McCormack

Name: Elizabeth McCormack

Title: Assistant Secretary

Signature Page to One Hundred-Seventh Supplemental Indenture

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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  
CARBON MANAGEMENT SOLUTIONS LLC  
CLEAN EDGE ENERGY LLC  
CONEMAUGH POWER LLC  
CONNECTICUT JET POWER LLC  
COTTONWOOD DEVELOPMENT LLC  
COTTONWOOD GENERATING PARTNERS I LLC  
COTTONWOOD GENERATING PARTNERS II LLC  
COTTONWOOD GENERATING PARTNERS III LLC  
DEVON POWER LLC  
DUNKIRK POWER LLC  
EASTERN SIERRA ENERGY COMPANY LLC  
EL SEGUNDO POWER, LLC  
EL SEGUNDO POWER II LLC  
ENERGY PLUS HOLDINGS LLC  
ENERGY PLUS NATURAL GAS LLC  
ENERGY PROTECTION INSURANCE COMPANY  
GREEN MOUNTAIN ENERGY COMPANY (NY COM) LLC  
GREEN MOUNTAIN ENERGY COMPANY (NY RES) LLC  
HUNTLEY POWER LLC  
INDEPENDENCE ENERGY ALLIANCE LLC  
INDEPENDENCE ENERGY NATURAL GAS LLC  
INDIAN RIVER OPERATIONS INC.  
INDIAN RIVER POWER LLC  
KEYSTONE POWER LLC  
LANGFORD WIND 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 ARTESIAN ENERGY LLC  
NRG ARTHUR KILL OPERATIONS INC.  
NRG ASTORIA GAS TURBINE OPERATIONS INC.  
NRG BAYOU COVE LLC  
NRG CABRILLO POWER OPERATIONS INC.  
NRG CALIFORNIA PEAKER OPERATIONS LLC  
NRG CEDAR BAYOU DEVELOPMENT COMPANY, LLC  
NRG CONNECTICUT AFFILIATE SERVICES INC.  
NRG DEVELOPMENT COMPANY INC.  
NRG DEVON OPERATIONS INC.  
NRG DISPATCH SERVICES LLC  
NRG DUNKIRK OPERATIONS INC.  
NRG EL SEGUNDO OPERATIONS INC.  
NRG ENERGY SERVICES GROUP LLC  
NRG GENERATION HOLDINGS, INC.  
NRG HOME & BUSINESS SOLUTIONS LLC  
NRG HOME SOLUTIONS PRODUCT LLC  
NRG HUNTLEY OPERATIONS INC.  
NRG IDENTITY PROTECT LLC  
NRG ILION LP LLC  
NRG INTERNATIONAL LLC  
NRG MEXTRANS INC.  
NRG MIDATLANTIC AFFILIATE SERVICES INC.  
NRG MIDDLETOWN OPERATIONS INC.  
NRG MONTVILLE OPERATIONS INC.  
NRG NEW JERSEY ENERGY SALES LLC  
NRG NORTH CENTRAL OPERATIONS INC.  
NRG NORTHEAST AFFILIATE SERVICES INC.  
NRG NORWALK HARBOR OPERATIONS INC.  
NRG OPERATING SERVICES, INC.  
NRG OSWEGO HARBOR POWER OPERATIONS INC.  
NRG PACGEN INC.  
NRG POWER MARKETING LLC

Signature Page to One Hundred-Seventh Supplemental Indenture

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NRG RENTER'S PROTECTION LLC  
NRG RETAIL LLC  
NRG ROCKFORD ACQUISITION LLC  
NRG SAGUARO OPERATIONS INC.  
NRG SECURITY LLC  
NRG SERVICES CORPORATION  
NRG SIMPLYSMART SOLUTIONS LLC  
NRG SOUTH CENTRAL AFFILIATE SERVICES INC.  
NRG SOUTH CENTRAL GENERATING LLC  
NRG SOUTH CENTRAL OPERATIONS INC.  
NRG TEXAS C&I SUPPLY LLC  
NRG UNEMPLOYMENT PROTECTION LLC  
NRG WARRANTY SERVICES LLC  
NRG WEST COAST LLC  
NRG WESTERN AFFILIATE SERVICES INC.  
O'BRIEN COGENERATION, INC. II  
ONSITE ENERGY, INC.  
OSWEGO HARBOR POWER LLC  
RERH HOLDINGS, LLC  
SAGUARO POWER LLC  
SOMERSET OPERATIONS INC.  
SOMERSET POWER LLC  
US RETAILERS LLC  
VIENNA OPERATIONS INC.  
VIENNA POWER LLC  
WCP (GENERATION) HOLDINGS LLC  
WEST COAST POWER LLC

By: Lynne Wittkamp  
Assistant Secretary

By: /s/ Elizabeth McCormack  
Elizabeth McCormack, her Attorney-in-Fact

Signature Page to One Hundred-Seventh Supplemental Indenture

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COTTONWOOD ENERGY COMPANY LP

By: Cottonwood Generating Partners I LLC, its General Partner

By: Lynne Wittkamp  
Assistant Secretary

By: /s/ Elizabeth McCormack  
Elizabeth McCormack, her Attorney-in-Fact

COTTONWOOD TECHNOLOGY PARTNERS LP

By: Cottonwood Generating Partners I LLC, its General Partner

By: Lynne Wittkamp  
Assistant Secretary

By: /s/ Elizabeth McCormack  
Elizabeth McCormack, her Attorney-in-Fact

ELBOW CREEK WIND PROJECT LLC

By: Lynne Wittkamp  
Assistant Secretary

By: /s/ Elizabeth McCormack  
Elizabeth McCormack, her Attorney-in-Fact

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

ACE ENERGY, INC.  
ALLIED WARRANTY LLC  
BIDUREENERGY, INC.  
ENERGY CURTAILMENT SPECIALISTS, INC.  
LONE STAR A/C & APPLIANCE REPAIR, LLC  
NRG CURTAILMENT SOLUTIONS LLC  
NRG ENERGY LABOR SERVICES LLC  
NRG ENERGY SERVICES LLC  
NRG HOME SOLUTIONS LLC  
NRG HOMER CITY SERVICES LLC  
NRG MAINTENANCE SERVICES LLC  
NRG RELIABILITY SOLUTIONS 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: Lynne Wittkamp  
Assistant Secretary

By: /s/ Elizabeth McCormack

Elizabeth McCormack, her Attorney-in-Fact

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

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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: Lynne Wittkamp  
Assistant Secretary

By: /s/ Elizabeth McCormack

Elizabeth McCormack, her Attorney-in-Fact

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GREGORY PARTNERS, LLC  
GREGORY POWER PARTNERS LLC  
NEW GENCO GP, LLC  
NRG TEXAS GREGORY LLC  
NRG TEXAS LLC  
NRG TEXAS POWER LLC  
TEXAS GENCO FINANCING CORP.  
TEXAS GENCO HOLDINGS, INC.  
TEXAS GENCO GP, LLC  
TEXAS GENCO OPERATING SERVICES, LLC

By: /s/ G. Gary Garcia

Name: G. Gary Garcia

Title: Vice President and Treasurer

Signature Page to One Hundred-Seventh Supplemental Indenture

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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

Signature Page to One Hundred-Seventh Supplemental Indenture

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LAW DEBENTURE TRUST COMPANY OF NEW YORK, as Trustee

By: /s/ James D. Heaney

Name: James D. Heaney

Title: Managing Director

Signature Page to One Hundred-Seventh Supplemental Indenture

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