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As filed with the Securities and Exchange Commission on December 14, 2016

No. 333-

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-4
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

NRG Energy, Inc.*

(Exact name of registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation or organization)	4911 (Primary Standard Industrial Classification Code Number)	41 1724239 (I.R.S. Employer Identification No.)
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804 Carnegie Center, Princeton, NJ 08540
Telephone: (609) 524 4500

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

David R. Hill
Executive Vice President and General Counsel
804 Carnegie Center
Princeton, NJ 08540
Telephone: (609) 524 4500:

(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies of all communications, including communications sent to agent for service, should be sent to:

Gerald T. Nowak, P.C.
Paul D. Zier
Kirkland & Ellis LLP
300 North LaSalle Street
Chicago, Illinois 60654
(312) 862 2000

Approximate date of commencement of proposed sale to the public:
As soon as practicable after this Registration Statement becomes effective.

If the securities being registered on this Form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Unit(1)	Amount of Registration Fee
7.250% Senior Notes due 2026	\$1,000,000,000	100%	\$115,900
Guarantees related to the 7.250% Senior Notes due 2026(2)	—	—	—(3)

- (1) Calculated in accordance with Rule 457 under the Securities Act of 1933, as amended..
- (2) No separate consideration was received for the issuance of the guarantees.
- (3) Pursuant to Rule 457(n), no separate fee is payable with respect to the guarantees being registered hereby.

The registrant hereby amends this Registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities act of 1933 or until this Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

* The Co-Registrants listed on the next page are also included in this Form S-4 Registration Statement as additional Registrants.

Table of Additional Registrants

Exact Name of Additional Registrants*	Jurisdiction of Formation	I.R.S. Employer Identification No.
Ace Energy, Inc.	New York	20-1614426
Allied Warranty LLC	Texas	20-1813150
Allied Home Warranty GP LLC	Delaware	46-1559047
Arthur Kill Power LLC	Delaware	41-1937649
Astoria Gas Turbine Power LLC	Delaware	41-1937470
Bayou Cove Peaking Power, LLC	Delaware	36-4498942
BidURenergy, Inc.	New York	20-3980208
Cabrillo Power I LLC	Delaware	76-0595964
Cabrillo Power II LLC	Delaware	76-0595963
Carbon Management Solutions LLC	Delaware	27-2238021
Cirro Energy Services, Inc.	Texas	20-2579156
Cirro Group, Inc.	Texas	75-2941421
Clean Edge Energy LLC	Delaware	27-2244275
Conemaugh Power LLC	Delaware	41-1973743
Connecticut Jet Power LLC	Delaware	41-1949386
Cottonwood Development LLC	Delaware	52-2220177
Cottonwood Energy Company LP	Delaware	76-0635621
Cottonwood Generating Partners I LLC	Delaware	76-0635620
Cottonwood Generating Partners II LLC	Delaware	52-2236732
Cottonwood Generating Partners III LLC	Delaware	52-2236738
Cottonwood Technology Partners LP	Delaware	76-0669423
Devon Power LLC	Delaware	41-1949385
Dunkirk Power LLC	Delaware	41-1937466
Eastern Sierra Energy Company LLC	California	33-0299028
El Segundo Power, LLC	Delaware	41-1893999
El Segundo Power II LLC	Delaware	76-0663675
Energy Alternatives Wholesale, LLC	Delaware	45-5420194
Energy Choice Solutions LLC	Texas	46-0908779
Energy Plus Holdings LLC	Delaware	74-3216390
Energy Plus Natural Gas LLC	Delaware	27-3309340
Energy Protection Insurance Company	Vermont	27-3660148
Everything Energy LLC	Delaware	26-3576595
Forward Home Security, LLC	Texas	46-0837518
GCP Funding Company, LLC	Delaware	33-0334380
Green Mountain Energy Company	Delaware	03-0360441
Gregory Partners, LLC	Delaware	51-0382110
Gregory Power Partners LLC	Delaware	54-1910630
Huntley Power LLC	Delaware	41-1937468
Independence Energy Alliance LLC	Delaware	45-1139369
Independence Energy Group LLC	Delaware	27-4408520
Independence Energy Natural Gas LLC	Delaware	35-2433954
Indian River Operations Inc.	Delaware	41-1973349
Indian River Power LLC	Delaware	41-1973747
Keystone Power LLC	Delaware	41-1973744
Langford Wind Power, LLC	Texas	26-4418527
Louisiana Generating LLC	Delaware	41-1870498
Meriden Gas Turbines LLC	Delaware	41-1991989
Middletown Power LLC	Delaware	41-1949384
Montville Power LLC	Delaware	41-1949383
NEO Corporation	Minnesota	41-1753235

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<u>Exact Name of Additional Registrants*</u>	<u>Jurisdiction of Formation</u>	<u>I.R.S. Employer Identification No.</u>
NEO Freehold-Gen LLC	Delaware	41-1980237
NEO Power Services Inc.	Delaware	23-3043507
New Genco GP, LLC	Delaware	02-0732611
Norwalk Power LLC	Delaware	41-1949381
NRG Advisory Services LLC	Delaware	47-3911919
NRG Affiliate Services Inc.	Delaware	41-1960764
NRG Artesian Energy LLC	Delaware	27-2243660
NRG Arthur Kill Operations Inc.	Delaware	41-1939116
NRG Astoria Gas Turbine Operations Inc.	Delaware	41-1939115
NRG Bayou Cove LLC	Delaware	41-2016940
NRG Business Services LLC	Delaware	47-3453008
NRG Business Solutions LLC	Delaware	45-5124984
NRG Cabrillo Power Operations Inc.	Delaware	41-1938132
NRG California Peaker Operations LLC	Delaware	20-0088453
NRG Cedar Bayou Development Company, LLC	Delaware	26-0601018
NRG Connected Home LLC	Delaware	38-3934333
NRG Connecticut Affiliate Services Inc.	Delaware	41-1952333
NRG Construction LLC	Delaware	26-0496159
NRG Curtailment Solutions Holdings LLC f/k/a NRG Curtailment Solutions LLC	Delaware	46-3377471
NRG Curtailment Solutions, Inc. f/k/a Energy Curtailment Specialists, Inc.	New York	20-0462805
NRG Development Company Inc.	Delaware	41-1959656
NRG Devon Operations Inc.	Delaware	41-1950239
NRG Dispatch Services LLC	Delaware	45-5214920
NRG Distributed Generation PR LLC	Delaware	30-0834381
NRG Dunkirk Operations Inc.	Delaware	41-1939114
NRG ECOKAP Holdings LLC	Delaware	81-1002926
NRG El Segundo Operations Inc.	Delaware	41-1929997
NRG Energy Efficiency-L LLC	Delaware	38-3935079
NRG Energy Efficiency-P LLC	Delaware	35-2511047
NRG Energy Labor Services LLC	Delaware	27-5345464
NRG Energy Services Group LLC	Delaware	27-3915519
NRG Energy Services International Inc.	Delaware	61-1721905
NRG Energy Services LLC	Delaware	41-1978725
NRG Generation Holdings, Inc.	Delaware	20-1911335
NRG Greenco LLC	Delaware	38-3982416
NRG Home & Business Solutions LLC	Delaware	90-0835027
NRG Home Services LLC (f/k/a Lone Star A/C & Appliance Repair, LLC)	Texas	20-4278795
NRG Home Solutions LLC	Delaware	46-1569642
NRG Home Solutions Product LLC	Delaware	45-5215213
NRG Homer City Services LLC	Delaware	30-0749587
NRG HQ DG LLC	Delaware	47-1799823
NRG Huntley Operations Inc.	Delaware	41-1939118
NRG Identity Protect LLC	Delaware	45-5224616
NRG Ilion Limited Partnership	Delaware	36-3783670
NRG Ilion LP LLC	Delaware	41-2016939
NRG International LLC	Delaware	41-1744096
NRG Maintenance Services LLC	Delaware	20-8088165
NRG Mextrans Inc.	Delaware	41-1951078
NRG MidAtlantic Affiliate Services Inc.	Delaware	41-1996587

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<u>Exact Name of Additional Registrants*</u>	<u>Jurisdiction of Formation</u>	<u>I.R.S. Employer Identification No.</u>
NRG Middletown Operations Inc.	Delaware	41-1950236
NRG Montville Operations Inc.	Delaware	41-1950237
NRG New Roads Holdings LLC	Delaware	41-1968966
NRG North Central Operations Inc.	Delaware	41-2004025
NRG Northeast Affiliate Services Inc.	Delaware	41-1940300
NRG Norwalk Harbor Operations Inc.	Delaware	41-1950238
NRG Operating Services, Inc.	Delaware	41-1744095
NRG Oswego Harbor Power Operations Inc.	Delaware	41-1939117
NRG PacGen Inc.	Delaware	41-1889830
NRG Portable Power LLC	Delaware	45-5224676
NRG Power Marketing LLC	Delaware	41-1910737
NRG Reliability Solutions LLC	Delaware	45-5411416
NRG Renter's Protection LLC	Delaware	45-5224780
NRG Retail LLC	Delaware	26-4341161
NRG Retail Northeast LLC	Delaware	46-4014866
NRG Rockford Acquisition LLC.	Delaware	41-2011003
NRG Saguario Operations Inc.	Delaware	41-2013262
NRG Security LLC	Delaware	45-5215086
NRG Services Corporation	Delaware	41-1841627
NRG SimplySmart Solutions LLC	Delaware	27-4204481
NRG South Central Affiliate Services Inc.	Delaware	41-1996193
NRG South Central Generating LLC	Delaware	41-1963217
NRG South Central Operations Inc.	Delaware	41-2002465
NRG South Texas LP	Texas	30-0083668
NRG SPV #1 LLC	Delaware	46-5516758
NRG Texas C&I Supply LLC	Delaware	26-4555466
NRG Texas Gregory LLC	Delaware	32-0405690
NRG Texas Holding Inc.	Delaware	26-4775586
NRG Texas LLC	Delaware	20-1504355
NRG Texas Power LLC	Delaware	34-2019301
NRG Warranty Services LLC	Delaware	45-5224719
NRG West Coast LLC	Delaware	41-1942517
NRG Western Affiliate Services Inc.	Delaware	41-1949168
O'Brien Cogeneration, Inc. II	Delaware	23-2414656
ONSITE Energy, Inc.	Oregon	93-0910742
Oswego Harbor Power LLC	Delaware	41-1937465
RE Retail Receivables, LLC	Delaware	41-2046596
Reliant Energy Northeast LLC	Delaware	32-0314140
Reliant Energy Power Supply, LLC	Delaware	204823108
Reliant Energy Retail Holdings, LLC	Delaware	76-0655580
Reliant Energy Retail Services, LLC	Delaware	76-0655567
RERH Holdings, LLC	Delaware	20-5222227
Saguaro Power LLC	Delaware	41-2013654
Somerset Operations Inc.	Delaware	41-1923722
Somerset Power LLC	Delaware	41-1924606
Texas Genco Financing Corp.	Delaware	27-0110393
Texas Genco GP, LLC	Texas	75-3013803
Texas Genco Holdings, Inc.	Texas	76-0695920
Texas Genco LP, LLC	Delaware	30-0381697
Texas Genco Operating Services LLC	Delaware	75-3172707
Texas Genco Services, LP	Texas	38-3694336
US Retailers LLC	Delaware	26-3576629

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<u>Exact Name of Additional Registrants*</u>	<u>Jurisdiction of Formation</u>	<u>I.R.S. Employer Identification No.</u>
Vienna Operations Inc.	Delaware	41-1973351
Vienna Power LLC	Delaware	41-1973745
WCP (Generation) Holdings LLC	Delaware	74-2922374
West Coast Power LLC	Delaware	36-4301246

* The address for each of the additional Registrants is c/o NRG Energy, Inc., 804 Carnegie Center, Princeton, NJ 08540, telephone: (609) 524-4500. The primary standard industrial classification number for each of the additional Registrants is 4911. The name, address, including zip code of the agent for service for each of the additional Registrants is David R. Hill, Executive Vice President and General Counsel of NRG Energy, Inc., 804 Carnegie Center, Princeton, NJ 08540, Telephone: (609) 524-4500.

The information in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. The prospectus is not an offer to sell these securities nor a solicitation of an offer to buy these securities in any jurisdiction where the offer and sale is not permitted.

Subject to Completion Dated December 14, 2016

PRELIMINARY PROSPECTUS



NRG Energy, Inc.

Exchange Offer for \$1,000,000,000 7.250% Senior Notes due 2026

**We are offering to exchange:
up to \$1,000,000,000 of our new 7.250% Senior Notes due 2026
(which we refer to as the "Exchange Notes")
for
a like amount of our outstanding 7.250% Senior Notes due 2026
(which we refer to as the "Old Notes")**

We refer to the Exchange Notes and Old Notes collectively as the "notes."

Material Terms of Exchange Offer:

- The terms of the Exchange Notes to be issued in the exchange offer are substantially identical to the Old Notes, except that the transfer restrictions and registration rights relating to the Old Notes will not apply to the Exchange Notes.
 - The Exchange Notes will be guaranteed on a full and unconditional and joint and several basis by each of our current and future subsidiaries that guarantees indebtedness under our Senior Credit Facility (as defined herein).
 - There is no existing public market for the Old Notes or the Exchange Notes. We do not intend to list the Exchange Notes on any securities exchange or seek approval for quotation through any automated trading system.
 - You may withdraw your tender of Old Notes at any time before the expiration of the exchange offer. We will exchange all of the Old Notes that are validly tendered and not withdrawn.
 - The exchange offer expires at 12:00 midnight, New York City time, on _____, 2017, unless extended.
 - The exchange of Old Notes will not be a taxable event for U.S. federal income tax purposes.
 - The exchange offer is subject to certain customary conditions, including that it not violate applicable law or any applicable interpretation of the Staff of the Securities and Exchange Commission (the "SEC").
 - We will not receive any proceeds from the exchange offer.
-

For a discussion of certain factors that you should consider before participating in this exchange offer, see "Risk Factors" beginning on page 11 of this prospectus.

Neither the SEC nor any state securities commission has approved the notes to be distributed in the exchange offer, nor have any of these organizations determined that this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

Each broker-dealer that receives Exchange Notes for its own account pursuant to this exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of such Exchange Notes. The letter of transmittal accompanying this prospectus states that by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act of 1933, as amended (the "Securities Act"). This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of Exchange Notes where the Old Notes were acquired by such broker-dealer as a result of market-making activities or other trading activities. We have agreed that, starting on the expiration date and ending on the close of business one year after the expiration date, we will make this prospectus available, as amended

or supplemented, to any broker-dealer for use in connection with any such resale. See "Plan of Distribution."

, 2016

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WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and special reports, proxy statements and other information with the SEC. You can inspect and copy these reports, proxy statements and other information at the Public Reference Room of the SEC, 100 F Street, N.E., Room 1580, Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the operation of the Public Reference Room. Our SEC filings will also be available to you on the SEC's website. The address of this site is <http://www.sec.gov>.

INCORPORATION BY REFERENCE

The SEC allows us to "incorporate by reference" the information we file with them into this prospectus, which means that we can disclose important information to you by referring you to those documents and those documents will be considered part of this prospectus. Information that we file later with the SEC will automatically update and supersede the previously filed information. We incorporate by reference the documents listed below and any future filings we make with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), until the completion of the exchange offer (other than portions of these documents deemed to be "furnished" or not deemed to be "filed," including the portions of these documents that are either (1) described in paragraphs (d)(1), (d)(2), (d)(3) or (e)(5) of Item 407 of Regulation S-K promulgated by the SEC or (2) furnished under Item 2.02 or Item 7.01 of a current report on Form 8-K, including any exhibits included with such Items):

- Our annual report on Form 10-K for the year ended December 31, 2015 filed on February 29, 2016, which we refer to as our "2015 Form 10-K";
- Our quarterly reports on Form 10-Q for the quarters ended March 31, 2016, June 30, 2016, and September 30, 2016 filed on May 5, 2016, August 9, 2016, November 4, 2016, respectively; and
- Our current reports on Form 8-K filed on January 8, 2016, March 22, 2016, May 2, 2016, May 9, 2016 and May 23, 2016, June 13, 2016, July 7, 2016, July 19, 2016, July 25, 2016, August 3, 2016, December 7, 2016 and December 13, 2016.

Furthermore, all filings we make with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of the initial filing of this registration statement and prior to effectiveness of the registration statement (other than portions of these documents deemed to be "furnished" or not deemed to be "filed," including the portions of these documents that are either (1) described in paragraphs (d)(1), (d)(2), (d)(3) or (e)(5) of Item 407 of Regulation S-K promulgated by the SEC or (2) furnished under Item 2.02 or Item 7.01 of a current report on Form 8-K, including any exhibits included with such Items) shall be deemed to be incorporated by reference into this prospectus.

If you make a request for such information in writing or by telephone, we will provide you, without charge, a copy of any or all of the information incorporated by reference in this prospectus. Any such request should be directed to:

NRG Energy, Inc.
804 Carnegie Center
Princeton, NJ 08540
(609) 524-4500
Attention: General Counsel

You should rely only on the information contained in, or incorporated by reference in, this prospectus. We have not authorized anyone else to provide you with different or additional information. This prospectus does not offer to sell or solicit any offer to buy any notes in any jurisdiction where the offer or sale is unlawful. You should not assume that the information in this prospectus or in any document incorporated by reference is accurate as of any date other than the date on the front cover of the applicable document.

SUMMARY

This summary highlights selected information appearing elsewhere in this prospectus. This summary is not complete and does not contain all of the information that you should consider before deciding whether to participate in this exchange offer. You should carefully read this summary together with the entire prospectus, including the information set forth in the section entitled "Risk Factors" and the information that is incorporated by reference into this prospectus. See the section entitled "Incorporation by Reference" for a further discussion on incorporation by reference.

Unless the context otherwise requires or as otherwise indicated, references in this prospectus to "NRG Energy," "NRG," the "Company," "we," "our" and "us" refer to NRG Energy, Inc. and its consolidated subsidiaries and references to "Issuer" refer to NRG Energy, Inc., exclusive of its subsidiaries.

Our Businesses

We are an integrated competitive power company that aims to create a sustainable energy future by producing, selling and delivering energy and energy products and services in major competitive power markets in the U.S. in a manner that delivers value to all of our stakeholders. We have one of the nation's largest and most diverse competitive generation portfolios balanced with a leading retail electricity platform. We own and operate approximately 46,000 MW of generation; engage in the trading of wholesale energy, capacity and related products; transact in and trade fuel and transportation services; and directly sell energy, services, and innovative, sustainable products and services to retail customers under the names "NRG", "Reliant" and other retail brand names owned by us.

The following table summarizes our global generation portfolio as of September 30, 2016, by operating segment:

Generation Type	Global Generation Portfolio(a) (In MW)							Total Global
	Generation				Renewables(b)	NRG Yield(c)	Other(d)	
	Gulf Coast	East	West	International				
Natural gas(e)	8,651	7,847	6,085	144	—	1,878	—	24,605
Coal(f)	5,114	7,465	—	605	—	—	—	13,184
Oil(g)	—	5,477	—	—	—	190	—	5,667
Nuclear	1,176	—	—	—	—	—	—	1,176
Wind	—	—	—	—	961	2,005	—	2,966
Utility Scale Solar	—	—	—	—	722	610	—	1,332
Distributed Solar	—	—	—	—	85	9	114	208
Total generation capacity	14,941	20,789	6,085	749	1,768	4,692	114	49,138
Capacity attributable to noncontrolling interest	—	—	—	—	(638)	(2,110)	—	(2,748)
Total net generation capacity	<u>14,941</u>	<u>20,789</u>	<u>6,085</u>	<u>749</u>	<u>1,130</u>	<u>2,582</u>	<u>114</u>	<u>46,390</u>

- (a) All Utility Scale Solar and Distributed Solar facilities are described in MW on an alternating current basis. MW figures provided represent nominal summer net MW capacity of power generated as adjusted for our owned or leased interest excluding capacity from inactive/mothballed units.
- (b) Includes Distributed Solar capacity from assets held by DGPV Holdco 1 and DGPV Holdco 2. Excludes 100 MW related to the High Lonesome Mesa facility, which was transferred to lien holders on March 31, 2016.

- (c) Does not include NRG Yield, Inc.'s thermal converted (MWt) capacity, which is part of the NRG Yield operating segment.
- (d) The Distributed Solar figure within "Other" includes the aggregate production capacity of installed and activated residential solar energy systems. Also includes capacity from operating portfolios of residential solar assets held by RPV Holdco.
- (e) New Castle Units 3, 4, and 5 and Joliet Units 6, 7, and 8, totaling 1,651 MW, were moved to natural gas from coal following completion of natural gas conversion projects in the second quarter of 2016. The balance of plant work is being completed for full load operation of Joliet Unit 6. Natural gas generation portfolio does not include 878 MW related to Aurora and 450 MW related to Rockford, which were both sold on July 12, 2016. Natural gas generation includes 275 MW related to Choctaw Unit 1 which is in forced outage.
- (f) Coal generation portfolio does not include 94 MW related to Avon Lake 7, which retired in April 2016. New Castle Units 3, 4, and 5 and Joliet Units 6, 7, and 8, totaling 1,651 MW were moved from coal to natural gas following completion of natural gas conversion projects in the second quarter of 2016.
- (g) Oil generation portfolio does not include 104 MW related to the Astoria Oil Turbines which were deactivated in the first quarter of 2016.

We believe our portfolio diversification and commercial operations hedging strategy will provide us with reliable future cash flows. We have hedged a portion of our coal and nuclear capacity with decreasing hedge levels through 2020. Over a third of our generation is in markets with forward capacity markets that extend three years into the future. These capacity revenues not only enhance the reliability of future cash flows but are not correlated to natural gas prices. We also have cooperative load contract obligations in the Gulf Coast region expiring at various dates through 2025, which largely hedges a portion of our generation in this region. We enter into additional hedges when we deem market conditions to be favorable.

We also have the advantage of being able to supply our retail businesses with our own generation, which can reduce the need to sell and buy power from other institutions and intermediaries, resulting in lower transaction costs and credit exposures. This combination of generation and retail allows for a reduction in actual and contingent collateral, through offsetting transactions and by reducing the need to hedge the retail power supply through third parties.

The generation and retail combination also provides stability in cash flows, as changes in commodity prices generally have offsetting impacts between the two businesses. The offsetting nature of generation and retail, in relation to changes in market prices, is an integral part of our goal of providing a reliable source of future cash flow for us.

When developing new renewable and conventional power generation facilities, we typically secure long-term Power Purchase Agreements ("PPAs"), which insulate us from commodity market volatility and provide future cash flow stability. These PPAs are typically contracted with high credit quality local utilities and have durations from 10 years to as much as 25 years.

Our Business Strategy

Our business strategy is to maximize stockholder value through the safe production and sale of, reliable and affordable power to our customers in the markets served by us, while positioning us to meet the market's increasing demand for sustainable, low carbon and customized energy solutions for the benefit of the end use energy consumer. This strategy is intended to enable us to achieve sustainable growth at reasonable margins while de-risking us in terms of reduced and mitigated

exposure both to environmental risk and cyclical commodity price risk. At the same time, our relentless commitment to safety for our employees, customers and partners continues unabated.

To effectuate our strategy, we are focused on: (i) excellence in operating performance of our existing assets including repowering our power generation assets at premium sites and optimal hedging of generation assets and retail load operations; (ii) serving the energy needs of end-use residential, commercial and industrial customers in competitive markets through multiple brands and channels with a variety of retail energy products and services differentiated by innovative features, premium service, sustainability and loyalty/affinity programs; (iii) investing in, and deploying, alternative energy technologies both in our wholesale portfolio through our wind and solar portfolio and, particularly, in and around our retail businesses; and (iv) engaging in a proactive capital allocation plan focused on achieving the regular return of and on stockholder capital within the dictates of prudent balance sheet management; including pursuing selective acquisitions, joint ventures, divestitures and investments.

Summary of Risk Factors

We and our peer group, along with the broader energy sector, have recently experienced volatile conditions in the capital markets, including debt and equity markets, due to continued depressed commodity markets. Certain senior unsecured notes of our wholly owned subsidiary, GenOn Energy, Inc. ("GenOn") mature in June 2017 and in 2018. As previously disclosed, if GenOn is not able to refinance these notes prior to their maturities, it may have an adverse impact on GenOn's and our financial position and results of operations.

Additionally, we are subject to a variety of risks related to our competitive position and business strategies. Some of the more significant challenges and risks include those associated with the operation of our power generation plants, volatility in power prices and fuel costs, our leveraged capital structure and extensive governmental regulation. See "Risk Factors" contained elsewhere in this prospectus, the "Risk Factors Related to NRG Energy, Inc." section of our 2015 Form 10-K and the "Risk Factors" section of our quarterly report on Form 10-Q for the quarter ended September 30, 2016 for a discussion of the factors you should consider before deciding to participate in this exchange offer.

Corporate Information

We were incorporated as a Delaware corporation on May 29, 1992. Our common stock is listed on the New York Stock Exchange under the symbol "NRG." Our headquarters and principal executive offices are located at 804 Carnegie Center, Princeton, New Jersey 08540. Our telephone number is (609) 524-4500. Our website is located at www.nrg.com. The information on, or linked to, our website is not a part of this prospectus and is not incorporated in this prospectus by reference.

You can get more information regarding our business by reading our 2015 Form 10-K, our quarterly report on Form 10-Q for the quarter ended September 30, 2016 and the other reports we file with the SEC. See "Incorporation by Reference."

SUMMARY OF THE EXCHANGE OFFER

On May 23, 2016, we sold, through a private placement exempt from the registration requirements of the Securities Act, \$1,000,000,000 of our 7.250% Senior Notes due 2026, which are eligible to be exchanged for Exchange Notes. We refer to these notes as "Old Notes" in this prospectus.

Simultaneously with the private placement, we entered into a registration rights agreement with the initial purchasers of the Old Notes (the "Registration Rights Agreement"). Under the Registration Rights Agreement, we are required to use commercially reasonable efforts to register with the SEC Exchange Notes having substantially identical terms as the Old Notes (except for the provisions relating to the transfer restrictions and payment of additional interest) as part of an offer to exchange freely tradable exchange notes for the notes, and use commercially reasonable efforts to consummate the exchange offer within 300 days after the issue date of the Old Notes. If required under certain circumstances, NRG and the guarantors will file a shelf registration statement with the SEC covering resales of the notes.

We refer to the notes to be registered under this exchange offer registration statement as "Exchange Notes" and collectively with the Old Notes, we refer to them as the "notes" in this prospectus. You may exchange your Old Notes for the applicable Exchange Notes in this exchange offer. You should read the discussion under the headings "—Summary of Terms of Exchange Notes," "Exchange Offer" and "Description of the Notes" for further information regarding the Exchange Notes.

Exchange Notes offered \$1,000,000,000 aggregate principal amount of 7.250% Senior Notes due 2026.

Exchange offer We are offering to exchange the Old Notes for a like principal amount at maturity of the Exchange Notes. Old Notes may be exchanged only in minimum principal amounts of \$2,000 and integral multiples of \$1,000 in excess thereof. The exchange offer is being made pursuant to the Registration Rights Agreement which grants the initial purchasers and any subsequent holders of the Old Notes certain exchange and registration rights. This exchange offer is intended to satisfy those exchange and registration rights with respect to the Old Notes. After the exchange offer is complete, you will no longer be entitled to any exchange or registration rights with respect to your Old Notes.

Expiration date; Withdrawal of tender The exchange offer will expire at 12:00 midnight, New York City time, on _____, 2017, or a later time if we choose to extend this exchange offer in our sole and absolute discretion. You may withdraw your tender of Old Notes at any time prior to 12:00 midnight, New York City time, on the expiration date. All outstanding Old Notes that are validly tendered and not validly withdrawn will be exchanged. We will issue the Exchange Notes promptly after the expiration of the exchange offer. Any Old Notes not accepted by us for exchange for any reason will be returned to you at our expense promptly after the expiration or termination of the exchange offer.

Resales	<p>We believe that you can offer for resale, resell and otherwise transfer the Exchange Notes without complying with the registration and prospectus delivery requirements of the Securities Act so long as:</p> <ul style="list-style-type: none">• you acquire the Exchange Notes in the ordinary course of business;• you are not participating, do not intend to participate, and have no arrangement or understanding with any person to participate, in the distribution of the Exchange Notes;• you are not an affiliate of ours; and• you are not a broker-dealer.
Broker-Dealer	<p>If any of these conditions is not satisfied and you transfer any Exchange Notes without delivering a proper prospectus or without qualifying for a registration exemption, you may incur liability under the Securities Act. We do not assume, or indemnify you against, any such liability.</p>
Conditions to the exchange offer	<p>Each broker-dealer acquiring Exchange Notes issued for its own account in exchange for Old Notes, which it acquired through market-making activities or other trading activities, must acknowledge that it will deliver a proper prospectus when any Exchange Notes issued in the exchange offer are transferred. A broker-dealer may use this prospectus for an offer to resell, a resale or other retransfer of the Exchange Notes issued in the exchange offer. See "Plan of Distribution."</p>
Procedures for tendering Old Notes Held in the Form of Book-Entry interests	<p>Our obligation to accept for exchange, or to issue the Exchange Notes in exchange for, any Old Notes is subject to certain customary conditions, including our determination that the exchange offer does not violate any law, statute, rule, regulation or interpretation by the Staff of the SEC or any regulatory authority or other foreign, federal, state or local government agency or court of competent jurisdiction, some of which may be waived by us. We currently expect that each of the conditions will be satisfied and that no waivers will be necessary. See "Exchange Offer—Conditions to the exchange offer."</p> <p>The Old Notes were issued as global securities and were deposited upon issuance with Delaware Trust Company, which issued uncertificated depository interests in those outstanding Old Notes, which represent a 100% interest in those Old Notes, to The Depository Trust Company ("DTC").</p> <p>Beneficial interests in the outstanding Old Notes, which are held by direct or indirect participants in DTC, are shown on, and transfers of the Old Notes can only be made through, records maintained in book-entry form by DTC.</p>

	<p>You may tender your outstanding Old Notes by instructing your broker or bank where you keep the Old Notes to tender them for you. In some cases you may be asked to submit the letter of transmittal that may accompany this prospectus. By tendering your Old Notes you will be deemed to have acknowledged and agreed to be bound by the terms set forth under "Exchange Offer." Your outstanding Old Notes must be tendered in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof.</p> <p>In order for your tender to be considered valid, the exchange agent must receive a confirmation of book-entry transfer of your outstanding Old Notes into the exchange agent's account at DTC, under the procedure described in this prospectus under the heading "Exchange Offer," on or before 12:00 midnight, New York City time, on the expiration date of the exchange offer.</p>
Special procedures for beneficial owners	<p>If you are the beneficial owner of book-entry interests and your name does not appear on a security position listing of DTC as the holder of the book-entry interests or if you are a beneficial owner of Old Notes that are registered in the name of a broker, dealer, commercial bank, trust company or other nominee and you wish to tender the book-entry interest or Old Notes in the exchange offer, you should contact the person in whose name your book-entry interests or Old Notes are registered promptly and instruct that person to tender on your behalf.</p>
United States federal income tax considerations	<p>The exchange offer should not result in any income, gain or loss to the holders of Old Notes or to us for United States federal income tax purposes. See "Certain Federal Income Tax Consequences."</p>
Use of proceeds	<p>We will not receive any proceeds from the issuance of the Exchange Notes in the exchange offer.</p>
Exchange agent	<p>Delaware Trust Company is serving as the exchange agent for the exchange offer.</p>
Shelf registration statement	<p>In limited circumstances, holders of Old Notes may require us to register their Old Notes under a shelf registration statement.</p>

CONSEQUENCES OF NOT EXCHANGING OLD NOTES

If you do not exchange your Old Notes in the exchange offer, your Old Notes will continue to be subject to the restrictions on transfer currently applicable to the Old Notes. In general, you may offer or sell your Old Notes only:

- if they are registered under the Securities Act and applicable state securities laws;
- if they are offered or sold under an exemption from registration under the Securities Act and applicable state securities laws; or
- if they are offered or sold in a transaction not subject to the Securities Act and applicable state securities laws.

We do not currently intend to register the Old Notes under the Securities Act. Under some circumstances, however, holders of the Old Notes, including holders who are not permitted to participate in the exchange offer or who may not freely resell Exchange Notes received in the exchange offer, may require us to file, and to cause to become effective, a shelf registration statement covering resales of notes by these holders. For more information regarding the consequences of not tendering your Old Notes and our obligation to file a shelf registration statement, see "Exchange Offer —Consequences of failure to exchange."

SUMMARY OF TERMS OF EXCHANGE NOTES

The summary below describes the principal terms of the Exchange Notes, the guarantees and the related indenture. Certain of the terms and conditions described below are subject to important limitations and exceptions. The "Description of the Notes" section of this prospectus contains more detailed descriptions of the terms and conditions of the Exchange Notes and the related indenture.

Issuer	NRG Energy, Inc.
Securities offered	\$1,000,000,000 in aggregate principal amount of 7.250% Senior Notes due 2026, which will be registered under the Securities Act. The Exchange Notes will evidence the same debt as the Old Notes.
Maturity date	The Exchange Notes will mature on May 15, 2026.
Interest rate	The Exchange Notes will accrue interest at the rate of 7.250% per annum.
Interest payment dates	<p>Interest on the Exchange Notes will be payable on May 15 and November 15. The Exchange Notes will accrue interest from and including the last interest payment date on which interest has been paid on the Old Notes and, if no interest has been paid, the Exchange Notes will accrue interest from the issue date of the Old Notes.</p> <p>No interest will be paid on either the Exchange Notes or the Old Notes at the time of exchange. Accordingly, the holders of Old Notes that are accepted for exchange will not receive accrued but unpaid interest on such Old Notes at the time of tender. Rather, that interest will be payable on the Exchange Notes delivered in exchange for the Old Notes on the first interest payment date following the expiration date of the exchange offer.</p>
Ranking	<p>The Exchange Notes will:</p> <ul style="list-style-type: none">• be senior obligations of NRG and will rank equally in right of payment with all existing and future senior indebtedness of NRG;• be senior in right of payment to any future subordinated indebtedness of NRG;• be effectively subordinated to any indebtedness of NRG secured by assets of NRG to the extent of the value of the assets securing such indebtedness;• be structurally subordinated to all indebtedness and other liabilities of NRG's subsidiaries that do not guarantee the notes; and• be guaranteed as described under "—Guarantees."

Guarantees

The Exchange Notes will be guaranteed on a full and unconditional and joint and several basis by each of our current and future subsidiaries that guarantees indebtedness under our Senior Credit Facility (as defined herein). Each guarantee will:

- be a senior obligation of that guarantor and rank equally in right of payment with all existing and future senior indebtedness of that guarantor;
- be senior in right of payment to all existing and future subordinated indebtedness of that guarantor; and
- be effectively subordinated to any secured indebtedness of that guarantor to the extent of the value of the assets of the guarantor that secures such indebtedness.

Our operations are largely conducted through our subsidiaries and, therefore, we will depend on the cash flow of our subsidiaries to meet our obligations under the Exchange Notes. Not all of our subsidiaries will guarantee the notes.

The Exchange Notes will be structurally subordinated in right of payment to all indebtedness and other liabilities and commitments of our non-guarantor subsidiaries. For the nine months ended September 30, 2016, the guarantors accounted for approximately 62% of our revenues from wholly owned operations. The guarantors held approximately 32% of our subsidiaries' consolidated assets as of September 30, 2016. As of September 30, 2016, our non-guarantor subsidiaries had approximately \$11,970 million in aggregate principal amount of non-current liabilities and outstanding trade payables of approximately \$330 million. See "Risk Factors—Risks related to the notes—We may not have access to the cash flow and other assets of our subsidiaries that may be needed to make payment on the notes."

Optional redemption

We may redeem some or all of the Exchange Notes at any time prior to May 15, 2021 at a price equal to 100% of the principal amount of the notes redeemed plus a "make-whole" premium and accrued and unpaid interest.

Prior to May 15, 2019, we may redeem up to 35% of the notes with an amount equal to the net cash proceeds of certain equity offerings at the redemption price listed in the "Description of the Notes—Optional redemption" section of this prospectus, plus accrued and unpaid interest; *provided* at least 65% of the aggregate principal amount of the notes remain outstanding after the redemption.

On or after May 15, 2021, we may redeem some or all of the notes at the redemption prices listed in the "Description of the Notes—Optional redemption" section of this prospectus, plus accrued and unpaid interest.

Change of control offer	If a change of control triggering event occurs, subject to certain conditions, we must offer to repurchase the notes at a price equal to 101% of the principal amount of the notes, plus accrued and unpaid interest to the date of repurchase. See "Description of the Notes—Repurchase at the option of holders—Change of control triggering event."
Covenants	We have agreed to certain restrictions on incurring secured debt. See "Description of the Notes—Certain covenants."
Events of default	For a discussion of events that will permit acceleration of the payment of the principal of and accrued interest on the Exchange Notes, see "Description of the Notes—Events of default and remedies."
No prior market	The Exchange Notes will be new securities for which there is currently no market. We cannot assure you as to the liquidity of markets that may develop for the Exchange Notes, your ability to sell the Exchange Notes or the price at which you would be able to sell the Exchange Notes. See "Risk Factors—Risks related to the notes—Your ability to transfer the notes may be limited by the absence of an active trading market, and there is no assurance that any active market will develop for the notes."
Listing	We do not intend to list the Exchange Notes on any securities exchange.
Use of proceeds	We will not receive any proceeds from the issuance of the Exchange Notes.
Form and denomination	The Exchange Notes will be delivered in fully-registered form. The Exchange Notes will be represented by one or more global notes, deposited with the trustee as a custodian for DTC and registered in the name of Cede & Co., DTC's nominee. Beneficial interests in the global notes will be shown on, and any transfers will be effective only through, records maintained by DTC and its participants. The Exchange Notes will be issued in denominations of \$2,000 and integral multiples of \$1,000.
Governing law	The Exchange Notes and the indenture governing the Exchange Notes will be governed by, and construed in accordance with, the laws of the State of New York.
Trustee	Delaware Trust Company (successor in interest to Law Debenture Trust Company of New York), as trustee.

RISK FACTORS

You should carefully consider the risk factors set forth below and the risk factors incorporated into this prospectus by reference to our 2015 Form 10-K, our Form 10-Q for the quarter ended September 30, 2016, which we refer to as our "2016 Third Quarter 10-Q," as well as the other information contained in and incorporated by reference into this prospectus before deciding to participate in this exchange offer. The selected risks described below and the risks that are incorporated into this prospectus by reference to our 2015 Form 10-K and 2016 Third Quarter 10-Q are not our only risks. Additional risks and uncertainties not currently known to us or those we currently view to be immaterial also may materially and adversely affect our business, financial condition or results of operations. Any of the following risks or any of the risks described in our 2015 Form 10-K and 2016 Third Quarter 10-Q could materially and adversely affect our business, financial condition, operating results or cash flow. In such a case, the trading price of the notes could decline, or we may not be able to make payments of interest and principal on the notes, and you may lose all or part of your original investment.

Risks related to the notes

Credit rating downgrades could adversely affect the trading price of the notes.

The trading price for the notes may be affected by our credit rating. Credit ratings are continually revised. Any downgrade in our credit rating could adversely affect the trading prices of the notes or the trading markets for the notes to the extent the trading markets for the notes develop.

Despite current indebtedness levels, we may still be able to incur substantially more debt. This could increase the risks associated with our already substantial leverage.

We may be able to incur substantial additional indebtedness in the future. The terms of the indenture governing the notes and other indentures relating to outstanding indebtedness restrict our ability to do so, but we retain the ability to incur material amounts of additional indebtedness. If new indebtedness is added to our current indebtedness levels, the related risks that we now face could increase. See "Description of Certain Other Indebtedness and Preferred Stock."

To service our indebtedness, we will require a significant amount of cash. Our ability to generate cash depends on many factors beyond our control.

Our ability to make payments on and to refinance our indebtedness, including these notes, and to fund planned capital expenditures depends on our ability to generate cash in the future. This, to a significant extent, is subject to general economic, financial, competitive, legislative, tax, regulatory, environmental and other factors that are beyond our control.

Based on our current level of operations and anticipated cost savings and operating improvements, we believe our liquidity position and cash flows from operations will be adequate to finance operating and maintenance capital expenditures, to fund dividends to our common stockholders, and to fund other liquidity commitments (other than commitments of Genon and its subsidiaries). See "—GenOn may not be able to satisfy its cash commitments as they become due, which may adversely impact GenOn's and our financial condition and results of operations."

We cannot assure you, however, that our business will generate sufficient cash flow from operations, that currently anticipated cost savings and operating improvements will be realized on schedule or at all or that future borrowings will be available to us under our Senior Credit Facility in an amount sufficient to enable us to pay our indebtedness, including the notes, or to fund our other liquidity needs. We may need to refinance all or a portion of our indebtedness, including the notes on or before maturity. We cannot assure you that we will be able to refinance any of our indebtedness on commercially reasonable terms or at all.

In the event of a bankruptcy or insolvency, holders of our secured indebtedness and other secured obligations will have a prior secured claim to any collateral securing such indebtedness or other obligations.

Holders of our secured indebtedness and other secured obligations will have a prior secured claim to any collateral securing such indebtedness or other obligations. Holders of our secured indebtedness and the secured indebtedness of the guarantors will have claims that are prior to your claims as holders of the notes to the extent of the value of the assets securing that other indebtedness. Our Senior Credit Facility is secured by first priority liens on certain of our assets and the assets of our subsidiary guarantors. We have granted first and second priority liens to secure our obligations under certain long-term power and gas hedges as well as interest rate hedges. In the event of any distribution or payment of our assets in any foreclosure, dissolution, winding-up, liquidation, reorganization, or other bankruptcy proceeding, holders of secured indebtedness will have prior claim to those of our assets that constitute their collateral. Holders of the notes will participate ratably with all holders of our unsecured indebtedness that is deemed to be of the same class as the notes, and potentially with all our other general creditors, based upon the respective amounts owed to each holder or creditor, in our remaining assets. In any of the foregoing events, we cannot assure you that there will be sufficient assets to pay amounts due on the notes. As a result, holders of notes may receive less, ratably, than holders of secured indebtedness.

Your right to receive payments on these notes could be adversely affected if any of our non-guarantor subsidiaries declare bankruptcy, liquidate or reorganize.

Some, but not all, of our subsidiaries will guarantee the notes. In the event of a bankruptcy, liquidation or reorganization of any of our non-guarantor subsidiaries, holders of their indebtedness and their trade creditors will generally be entitled to payment of their claims from the assets of those subsidiaries before any assets are made available for distribution to us. As of September 30, 2016, our non-guarantor subsidiaries had approximately \$11,970 million in aggregate principal amount of non-current liabilities and outstanding trade payables of approximately \$330 million. In addition, the indenture governing the notes permits us, subject to certain covenant limitations, to provide credit support for the obligations of the non-guarantor subsidiaries and such credit support may be effectively senior to our obligations under the notes. Further, the indenture governing the notes allows us to transfer assets, including certain specified facilities, to the non-guarantor subsidiaries.

GenOn may not be able to satisfy its cash commitments as they become due, which may adversely impact GenOn's and our financial condition and results of operations.

GenOn's financial position continues to be adversely affected by a sustained decline in natural gas prices and its resulting effect on wholesale power prices. If these conditions persist, GenOn may not be able to satisfy its obligations under its senior unsecured notes maturing in June 2017 and in 2018 and its other long-term liquidity requirements, including operating, maintenance and capital expenditures.

As of September 30, 2016, \$703 million of GenOn's senior notes outstanding are current within the GenOn consolidated balance sheet and are due on June 15, 2017. Based on current projections, GenOn is not expected to have sufficient liquidity exclusive of cash subject to the restrictions under certain of its subsidiaries' operating leases to repay the senior notes due in June 2017. As a result of these factors, there is no assurance GenOn will continue as a going concern.

Neither NRG nor any of its subsidiaries (other than Genon and its subsidiaries) has an obligation to provide any financial support to GenOn other than under the secured intercompany revolving credit agreement between NRG and GenOn and NRG Americas, Inc.

If GenOn is unable to refinance these notes prior to their maturities and otherwise meet its liquidity requirements, there would be an adverse impact on GenOn's and our financial position. Given current economic and market conditions, including the depressed commodity markets and volatile debt

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and equity capital markets, GenOn may be unable to complete these refinancings on a timely basis or on satisfactory terms or at all. GenOn's failure to refinance its maturing senior notes or otherwise meet its liquidity commitments may adversely impact GenOn's and our financial condition and results of operations.

We may not have access to the cash flow and other assets of our subsidiaries that may be needed to make payment on the notes.

Much of our business is conducted through our subsidiaries. Although certain of our subsidiaries will guarantee the notes, some of our subsidiaries will not become guarantors and thus will not be obligated to make funds available to us for payment on the notes. Our ability to make payments on the notes will be dependent on the earnings and the distribution of funds from subsidiaries, some of which are non-guarantors. Our subsidiaries are permitted under the terms of the indenture to incur additional indebtedness that may restrict or prohibit the making of distributions, the payment of dividends or the making of loans by such subsidiaries to us. In addition, certain debt instruments of certain of the subsidiaries, which are non-guarantor subsidiaries restrict their ability to pay dividends, which limit their ability to make funds available to us. We cannot assure you that the agreements governing the current and future indebtedness of our subsidiaries will permit our subsidiaries to provide us with sufficient dividends, distributions or loans to fund payments on the notes when due. Furthermore, certain of our subsidiaries and affiliates are already subject to project financing. Such entities will not guarantee our obligations on the notes. The debt agreements of these subsidiaries and project affiliates generally restrict their ability to pay dividends, make distributions or otherwise transfer funds to us.

We may not have the ability to raise the funds necessary to finance the change of control offer required by the indenture governing the notes.

Upon the occurrence of certain specific kinds of change of control events, we will be required to offer to repurchase all outstanding notes at 101% of the principal amount thereof plus accrued and unpaid interest, if any, to the date of repurchase. However, it is possible that we will not have sufficient funds at the time of a change of control to make the required repurchase of notes and/or that restrictions in our Senior Credit Facility or other senior indebtedness will not allow such repurchases. In addition, certain important corporate events, such as leveraged recapitalizations that would increase the level of our indebtedness, would not constitute a "Change of Control" under the indenture. See "Description of the Notes—Repurchase at the option of holders—Change of control triggering event."

Federal and state statutes allow courts, under specific circumstances, to void guarantees and require note holders to return payments received from guarantors.

Under the federal bankruptcy law and comparable provisions of state fraudulent transfer laws, a guarantee can be voided, or claims in respect of a guarantee can be subordinated to all other debts of that guarantor if, among other things, the guarantor, at the time it incurred the indebtedness evidenced by its guarantee:

- received less than reasonably equivalent value or fair consideration for the incurrence of such guarantee; and
- was insolvent or rendered insolvent by reason of such incurrence; or
- was engaged in a business or transaction for which the guarantor's remaining assets constituted unreasonably small capital; or
- intended to incur, or believed that it would incur, debts beyond its ability to pay such debts as they mature.

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In addition, any payment by that guarantor pursuant to its guarantee can be voided and required to be returned to the guarantor, or to a fund for the benefit of the creditors of the guarantor.

The measures of insolvency for purposes of these fraudulent transfer laws will vary depending upon the law applied in any proceeding to determine whether a fraudulent transfer has occurred. Generally, however, a guarantor will be considered insolvent if:

- the sum of its debts, including contingent liabilities, are greater than the fair saleable value of all of its assets; or
- if the present fair saleable value of its assets are less than the amount that would be required to pay its probable liability on its existing debts, including contingent liabilities, as they become absolute and mature; or
- it cannot pay its debts as they become due.

On the basis of historical financial information, recent operating history and other factors, we believe that each guarantor, after giving effect to its guarantee of the notes, will not be insolvent, will not have unreasonably small capital for the business in which it is engaged and will not have incurred debts beyond its ability to pay such debts as they mature. We cannot assure you, however, as to what standard a court would apply in making these determinations or that a court would agree with our conclusions in this regard.

Your ability to transfer the notes may be limited by the absence of an active trading market, and there is no assurance that any active trading market will develop for the notes.

The Exchange Notes will be registered under the Securities Act, but will constitute a new issue of securities for which there is no established trading market. We do not intend to have the notes listed on a national securities exchange or included in any automated quotation system.

The liquidity of any market for the notes will depend upon the number of holders of the notes, our performance, the market for similar securities, the interest in securities dealers making a market in the notes and other factors. Therefore, we cannot assure you that an active market for the notes or exchange notes will develop or, if developed, that it will continue. If an active market does not develop or is not maintained, the price and liquidity of the notes will be adversely affected.

Historically, the market for non investment-grade debt has been subject to disruptions that have caused substantial volatility in the prices of securities similar to the notes. We cannot assure you that the market, if any, for the notes will be free from similar disruptions or that any such disruptions may not adversely affect the prices at which you may sell your notes.

We offered the Old Notes in reliance upon an exemption from registration under the Securities Act and applicable state securities laws. Therefore, the Old Notes may be transferred or resold only in a transaction registered under or exempt from the Securities Act and applicable state securities laws. We are conducting the exchange offer pursuant to an effective registration statement, whereby we are offering to exchange the Old Notes for nearly identical notes that you will be able to trade without registration under the Securities Act provided you are not one of our affiliates. We cannot assure you that this exchange offer will be conducted in a timely fashion. Moreover, we cannot assure you that an active or liquid trading market for the Exchange Notes will develop. See "Exchange Offer."

Risks related to the exchange offer

Holders of Old Notes who fail to exchange their Old Notes in the exchange offer will continue to be subject to restrictions on transfer.

If you do not exchange your Old Notes for Exchange Notes in the exchange offer, you will continue to be subject to the restrictions on transfer applicable to the Old Notes. The restrictions on transfer of your Old Notes arise because we issued the Old Notes under exemptions from, or in transactions not subject to, the registration requirements of the Securities Act and applicable state securities laws. In general, you may only offer or sell the Old Notes if they are registered under the Securities Act and applicable state securities laws, or offered and sold under an exemption from these requirements. We do not plan to register the Old Notes under the Securities Act. For further information regarding the consequences of tendering your Old Notes in the exchange offer, see the discussion under the caption "Exchange Offer—Consequences of failure to exchange."

You must comply with the exchange offer procedures to receive Exchange Notes.

Delivery of Exchange Notes in exchange for Old Notes tendered and accepted for exchange pursuant to the exchange offer will be made only after timely receipt by the exchange agent of the following:

- certificates for outstanding notes or a book-entry confirmation of a book-entry transfer of outstanding notes into the exchange agent's account at DTC, New York, New York as a depository, including an agent's message, as defined in this prospectus, if the tendering holder does not deliver a letter of transmittal;
- a complete and signed letter of transmittal, or facsimile copy, with any required signature guarantees, or, in the case of a book-entry transfer, an agent's message in place of the letter of transmittal; and
- any other documents required by the letter of transmittal.

Therefore, holders of Old Notes who would like to tender Old Notes in exchange for Exchange Notes should allow enough time for the necessary documents to be timely received by the exchange agent. We are not required to notify you of defects or irregularities in tenders of Old Notes for exchange. Exchange Notes that are not tendered or that are tendered but we do not accept for exchange will, following consummation of the exchange offer, continue to be subject to the existing transfer restrictions under the Securities Act and, upon consummation of the exchange offer, certain registration and other rights under the Registration Rights Agreement will terminate. See "Exchange Offer—Procedures for tendering Old Notes through brokers and banks" and "Exchange Offer—Consequences of failure to exchange."

Some holders who exchange their Old Notes may be deemed to be underwriters, and these holders will be required to comply with the registration and prospectus delivery requirements in connection with any resale transaction.

If you exchange your Old Notes in the exchange offer for the purpose of participating in a distribution of the Exchange Notes, you may be deemed to have received restricted securities and, if so will be required to comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction.

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An active trading market may not develop for the Exchange Notes.

The Exchange Notes have no established trading market and will not be listed on any securities exchange. The initial purchasers are not obligated to make a market in the Exchange Notes. The liquidity of any market for the exchange notes will depend upon various factors, including:

- the number of holders of the exchange notes;
- the interest of securities dealers in making a market for the Exchange Notes;
- the overall market for high yield securities;
- our financial performance or prospects; and
- the prospects for companies in our industry generally.

Accordingly, we cannot assure you that a market or liquidity will develop for the Exchange Notes.

FORWARD-LOOKING STATEMENTS

This prospectus, including the information incorporated into this prospectus by reference, contains "forward-looking statements," which involve risks and uncertainties. All statements, other than statements of historical facts, that are included in or incorporated by reference into this prospectus, or made in presentations, in response to questions or otherwise, that address activities, events or developments that we expect or anticipate to occur in the future, including such matters as projections, capital allocation, future capital expenditures, business strategy, competitive strengths, goals, future acquisitions or dispositions, development or operation of power generation assets, market and industry developments and the growth of our business and operations (often, but not always, through the use of words or phrases such as "will likely result," "are expected to," "will continue," "is anticipated," "estimated," "projection," "target," "goal," "objective" and "outlook"), are forward-looking statements. Although we believe that in making any such forward-looking statement our expectations are based on reasonable assumptions, any such forward-looking statement involves uncertainties and is qualified in its entirety by reference to the discussion of risk factors under "Risk Factors" contained elsewhere in this prospectus and in the section captioned "Risk Factors Related to NRG Energy, Inc." of our 2015 Form 10-K and 2016 Third Quarter 10-Q, which is incorporated in this prospectus by reference and the following important factors, among others, that could cause our actual results to differ materially from those projected in such forward-looking statements:

- General economic conditions, changes in the wholesale power markets and fluctuations in the cost of fuel;
- Volatile power supply costs and demand for power;
- Hazards customary to the power production industry and power generation operations such as fuel and electricity price volatility, unusual weather conditions, catastrophic weather-related or other damage to facilities, unscheduled generation outages, maintenance or repairs, unanticipated changes to fuel supply costs or availability due to higher demand, shortages, transportation problems or other developments, environmental incidents, or electric transmission or gas pipeline system constraints and the possibility that we may not have adequate insurance to cover losses as a result of such hazards;
- The effectiveness of our risk management policies and procedures, and the ability of our counterparties to satisfy their financial commitments;
- Counterparties' collateral demands and other factors affecting our liquidity position and financial condition;
- Our ability to operate our businesses efficiently, manage capital expenditures and costs tightly, and generate earnings and cash flows from our asset-based businesses in relation to our debt and other obligations;
- Our ability to enter into contracts to sell power and procure fuel on acceptable terms and prices;
- The liquidity and competitiveness of wholesale markets for energy commodities;
- Government regulation, including compliance with regulatory requirements and changes in market rules, rates, tariffs and environmental laws and increased regulation of carbon dioxide and other greenhouse gas emissions;
- Price mitigation strategies and other market structures employed by independent system operators or regional transmission organizations that result in a failure to adequately and fairly compensate our generation units for all of their costs;
- Our ability to mitigate forced outage risk for units subject to performance capacity requirements in PJM, performance incentives in ISO-NE, and scarcity pricing in ERCOG;

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- Our ability to borrow additional funds and access capital markets, as well as our substantial indebtedness and the possibility that we may incur additional indebtedness going forward;
- Our ability to receive federal loan guarantees or cash grants to support development projects;
- Operating and financial restrictions placed on us and our subsidiaries that are contained in the indentures governing our outstanding notes, in our Senior Credit Facility, and in debt and other agreements of certain of our subsidiaries and project affiliates generally;
- GenOn's ability to continue as a going concern;
- Cyber terrorism and inadequate cybersecurity, or the occurrence of a catastrophic loss and the possibility that we may not have adequate insurance to cover losses resulting from such hazards or the inability of our insurers to provide agreed upon coverage;
- Our ability to implement our strategy of developing and building new power generation facilities, including new solar projects;
- Our ability to implement our econrg strategy of finding ways to address environmental challenges while taking advantage of business opportunities;
- Our ability to develop and innovate new products as retail and wholesale markets continue to change and evolve;
- Our ability to sell assets to NRG Yield, Inc.;
- Our ability to implement our strategy of finding ways to meet the challenges of climate change, clean air and protecting natural resources while taking advantage of business opportunities;
- Our ability to implement our strategy to increase cash from operations through operational and commercial initiatives, corporate efficiencies, asset strategy, and a range of other programs throughout our company to reduce costs or generate revenues;
- Our ability to achieve our strategy of regularly returning capital to stockholders;
- Our ability to obtain and maintain retail market share;
- Our ability to successfully evaluate investments and achieve intended financial results in new business and growth initiatives;
- Our ability to engage in successful merfers and acquisitions activity;
- Our ability to successfully integrate, realize cost savings and manage any acquired businesses; and
- Our ability to develop and maintain successful partnering relationships.

Forward-looking statements speak only as of the date on which they were made, and except as may be required by applicable law, we undertake no obligation to update any forward-looking statement to reflect events or circumstances after the date on which it is made or to reflect the occurrence of unanticipated events. New factors emerge from time to time, and it is not possible for us to predict all of them; nor can we assess the impact of each such factor or the extent to which any factor, or combination of factors, may cause results to differ materially from those contained in any forward-looking statement. You should not unduly rely on such forward-looking statements.

EXCHANGE OFFER

Purpose of the exchange offer

The exchange offer is designed to provide holders of Old Notes with an opportunity to acquire Exchange Notes which, unlike the Old Notes, will be freely transferable at all times, subject to any restrictions on transfer imposed by state "blue sky" laws and provided that the holder is not our affiliate within the meaning of the Securities Act and represents that the Exchange Notes are being acquired in the ordinary course of the holder's business and the holder is not engaged in, and does not intend to engage in, a distribution of the Exchange Notes.

The Old Notes were originally issued and sold on May 23, 2016, to the initial purchasers, pursuant to the purchase agreement dated May 23, 2016. The Old Notes were issued and sold in a transaction not registered under the Securities Act in reliance upon the exemption provided by Section 4(2) of the Securities Act. The concurrent resale of the Old Notes by the initial purchasers to investors was done in reliance upon the exemptions provided by Rule 144A and Regulation S promulgated under the Securities Act. The Old Notes may not be reoffered, resold or transferred other than (i) to us or our subsidiaries, (ii) to a qualified institutional buyer in compliance with Rule 144A promulgated under the Securities Act, (iii) outside the United States to a non-U.S. person in a transaction complying with Rule 903 or Rule 904 of Regulation S under the Securities Act, (iv) pursuant to the exemption from registration provided by Rule 144 promulgated under the Securities Act (if available), (v) in accordance with another exemption from the registration requirements of the Securities Act or (vi) pursuant to an effective registration statement under the Securities Act.

In connection with the original issuance and sale of the Old Notes, we entered into the Registration Rights Agreement, pursuant to which we agreed to file with the SEC a registration statement covering the exchange by us of the Exchange Notes for the Old Notes, pursuant to the exchange offer. The Registration Rights Agreement provides that we will file with the SEC an exchange offer registration statement on an appropriate form under the Securities Act and offer to holders of Old Notes who are able to make certain representations the opportunity to exchange their Old Notes for Exchange Notes. Under some circumstances, holders of the Old Notes, including holders who are not permitted to participate in the exchange offer, may require us to file, and to cause to become effective, a shelf registration statement covering resales of Old Notes to these holders.

Under existing interpretations by the Staff of the SEC as set forth in no-action letters issued to third parties in other transactions, the Exchange Notes would, in general, be freely transferable after the exchange offer without further registration under the Securities Act; provided, however, that in the case of broker-dealers participating in the exchange offer, a prospectus meeting the requirements of the Securities Act must be delivered by such broker-dealers in connection with resales of the Exchange Notes. We have agreed to furnish a prospectus meeting the requirements of the Securities Act to any such broker-dealer for use in connection with any resale of any Exchange Notes acquired in the exchange offer. A broker-dealer that delivers such a prospectus to purchasers in connection with such resales will be subject to certain of the civil liability provisions under the Securities Act and will be bound by the provisions of the Registration Rights Agreement (including certain indemnification rights and obligations).

We do not intend to seek our own interpretation regarding the exchange offer, and we cannot assure you that the Staff of the SEC would make a similar determination with respect to the Exchange Notes as it has in other interpretations to third parties.

Terms of the exchange offer; period for tendering outstanding Old Notes

Upon the terms and subject to the conditions set forth in this prospectus, we will accept any and all Old Notes that were acquired pursuant to Rule 144A or Regulation S validly tendered and not

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withdrawn prior to 12:00 midnight, New York City time, on the expiration date of the exchange offer. We will issue \$1,000 principal amount of Exchange Notes in exchange for each \$1,000 principal amount of Old Notes accepted in the exchange offer. We will issue the Exchange Notes promptly after expiration of the exchange offer.

Holders may tender some or all of their Old Notes pursuant to the exchange offer. However, Old Notes may be tendered only in minimum principal amounts of \$2,000 and integral multiples of \$1,000 in excess thereof.

The form and terms of the Exchange Notes are the same as the form and terms of the outstanding Old Notes except that:

- the Exchange Notes will be registered under the Securities Act and will not have legends restricting their transfer; and
- the Exchange Notes will not contain the registration rights and liquidated damages provisions contained in the outstanding Old Notes.

The Exchange Notes will evidence the same debt as the Old Notes and will be entitled to the benefits of the indenture governing the Old Notes.

We intend to conduct the exchange offer in accordance with the applicable requirements of the Exchange Act, and the rules and regulations of the SEC.

We will be deemed to have accepted validly tendered Old Notes when, as and if we have given oral (promptly confirmed in writing) or written notice of our acceptance to the exchange agent. The exchange agent will act as agent for the tendering holders for the purpose of receiving the Exchange Notes from us.

If any tendered Old Notes are not accepted for exchange because of an invalid tender or the occurrence of certain specified events set forth in this prospectus, the certificates for any unaccepted Old Notes will be promptly returned, without expense, to the tendering holder.

Holders who tender Old Notes in the exchange offer will not be required to pay brokerage commissions or fees or transfer taxes with respect to the exchange of Old Notes pursuant to the exchange offer. We will pay all charges and expenses, other than transfer taxes in certain circumstances, in connection with the exchange offer. See "—Fees and expenses" and "—Transfer taxes" below.

The exchange offer will remain open for at least 20 full business days. The term "expiration date" will mean 12:00 midnight, New York City time, on _____, 2017, unless we extend the exchange offer, in which case the term "expiration date" will mean the latest date and time to which the exchange offer is extended.

To extend the exchange offer, prior to 9:00 a.m., New York City time, on the next business day after the previously scheduled expiration date, we will:

- notify the exchange agent of any extension by oral notice (promptly confirmed in writing) or written notice, and
- mail to the registered holders an announcement of any extension, and issue a notice by press release or other public announcement before such expiration date.

We reserve the right:

- if any of the conditions below under the heading "Conditions to the Exchange Offer" shall have not been satisfied, to delay accepting any Old Notes in connection with the extension of the exchange offer, to extend the exchange offer, or to terminate the exchange offer, or

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- to amend the terms of the exchange offer in any manner, provided however, that if we amend the exchange offer to make a material change, including the waiver of a material condition, we will extend the exchange offer, if necessary, to keep the exchange offer open for at least five business days after such amendment or waiver; provided further, that if we amend the exchange offer to change the percentage of Notes being exchanged or the consideration being offered, we will extend the exchange offer, if necessary, to keep the exchange offer open for at least ten business days after such amendment or waiver.

Any delay in acceptance, extension, termination or amendment will be followed promptly by oral or written notice by us to the registered holders.

Required representations

To participate in the exchange offer, we require that you represent to us, among other things, that:

- you or any other person acquiring Exchange Notes in exchange for your Old Notes in the exchange offer is acquiring them in the ordinary course of business;
- neither you nor any other person acquiring Exchange Notes for your Old Notes in the exchange offer is engaging in or intends to engage in (or entered into any arrangement or understanding with any person to participate in) a distribution of the Exchange Notes within the meaning of the federal securities laws;
- neither you nor any other person acquiring Exchange Notes for your Old Notes in the exchange offer is our "affiliate" as defined under Rule 405 of the Securities Act;
- if you or another person acquiring Exchange Notes in exchange for Old Notes in the exchange offer is a broker dealer:
 - the Old Notes to be exchanged for Exchange Notes were acquired as a result of market-making activities or other trading activities;
 - neither you nor any other person acquiring Exchange Notes for your Old Notes in the exchange offer has entered into any arrangement or understanding with the Issuer or an affiliate of the Issuer to distribute the Exchange Notes; and
 - you or such other person acquiring Exchange Notes for your Old Notes in the exchange offer will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of such Exchange Notes (by so representing and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act); and
- you are not acting on behalf of any person or entity that could not truthfully make those representations.

BY TENDERING YOUR OLD NOTES YOU ARE DEEMED TO HAVE MADE THESE REPRESENTATIONS.

Broker-dealers who cannot make the representations above cannot use this exchange offer prospectus in connection with resales of the Exchange Notes issued in the exchange offer.

Resale of Exchange Notes

Based on interpretations of the SEC Staff set forth in no-action letters issued to unrelated third parties, we believe that Exchange Notes issued in the exchange offer in exchange for Old Notes may be

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offered for resale, resold and otherwise transferred by any Exchange Note holder without compliance with the registration and prospectus delivery provisions of the Securities Act, if:

- such holder is not an "affiliate" of ours within the meaning of Rule 405 under the Securities Act;
- such Exchange Notes are acquired in the ordinary course of the holder's business; and
- the holder does not intend to participate in the distribution of such Exchange Notes.

Any holder who tenders in the exchange offer with the intention of participating in any manner in a distribution of the Exchange Notes, who is an affiliate of ours or who is a broker or dealer who acquired Old Notes directly from us:

- cannot rely on the position of the Staff of the SEC set forth in "Exxon Capital Holdings Corporation" or similar interpretive letters; and
- must comply with the registration and prospectus delivery requirements of the Securities Act in connection with a secondary resale transaction.

If, as stated above, a holder cannot rely on the position of the Staff of the SEC set forth in "Exxon Capital Holdings Corporation" or similar interpretive letters, any effective registration statement used in connection with a secondary resale transaction must contain the selling security holder information required by Item 507 of Regulation S-K under the Securities Act.

With regard to broker-dealers, only broker-dealers that acquired the Old Notes as a result of market-making activities or other trading activities may participate in the exchange offer. Each broker-dealer that receives Exchange Notes for its own account in exchange for Old Notes, where such Old Notes were acquired by such broker-dealer as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of the Exchange Notes.

This prospectus may be used for an offer to resell, for the resale or for other retransfer of Exchange Notes only as specifically set forth in this prospectus.

Please read the section captioned "Plan of Distribution" for more details regarding these procedures for the transfer of Exchange Notes.

Procedures for tendering Old Notes through brokers and banks

Since the Old Notes are represented by global book-entry notes, DTC, as depositary, or its nominee is treated as the registered holder of the Old Notes and will be the only entity that can tender your Old Notes for Exchange Notes. Therefore, to tender Old Notes subject to this exchange offer and to obtain Exchange Notes, you must instruct the institution where you keep your Old Notes to tender your Old Notes on your behalf so that they are received on or prior to the expiration of this exchange offer.

YOU SHOULD CONSULT YOUR ACCOUNT REPRESENTATIVE AT THE BROKER OR BANK WHERE YOU KEEP YOUR OLD NOTES TO DETERMINE THE PREFERRED PROCEDURE.

IF YOU WISH TO ACCEPT THIS EXCHANGE OFFER, PLEASE INSTRUCT YOUR BROKER OR ACCOUNT REPRESENTATIVE IN TIME FOR YOUR OLD NOTES TO BE TENDERED BEFORE THE 12:00 MIDNIGHT (NEW YORK CITY TIME) DEADLINE ON _____, 2017.

When you tender your outstanding Old Notes and we accept them, the tender will be a binding agreement between you and us as described in this prospectus.

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The method of delivery of outstanding Old Notes and all other required documents to the exchange agent is at your election and risk.

We will decide all questions about the validity, form, eligibility, acceptance and withdrawal of tendered Old Notes. We reserve the absolute right to:

- reject any and all tenders of any particular Old Note not properly tendered;
- refuse to accept any Old Note if, in our reasonable judgment or the judgment of our counsel, the acceptance would be unlawful; and
- waive any defects or irregularities or conditions of the exchange offer as to any particular Old Notes before the expiration of the offer.

Our interpretation of the terms and conditions of the exchange offer will be final and binding on all parties. You must cure any defects or irregularities in connection with tenders of Old Notes as we will reasonably determine. Neither us, the exchange agent nor any other person will incur any liability for failure to notify you of any defect or irregularity with respect to your tender of Old Notes. If we waive any terms or conditions with respect to a noteholder, we will extend the same waiver to all noteholders with respect to that term or condition being waived.

Procedures for brokers and custodian banks; DTC ATOP accounts

In order to accept this exchange offer on behalf of a holder of Old Notes you must submit or cause your DTC participant to submit an Agent's Message as described below.

The exchange agent, on our behalf, will seek to establish separate Automated Tender Offer Program ("ATOP") accounts with respect to each series of outstanding Old Notes at DTC promptly after the delivery of this prospectus. Any financial institution that is a DTC participant, including your broker or bank, may make book-entry tender of outstanding Old Notes by causing the book-entry transfer of such Old Notes into the relevant ATOP account in accordance with DTC's procedures for such transfers. Although delivery of the Old Notes may be effected through book-entry transfer into the exchange agent's account at DTC, unless an Agent's Message is received by the exchange agent in compliance with ATOP procedures, an appropriate letter of transmittal properly completed and duly executed with any required signature guarantee and all other required documents must in each case be transmitted to and received or confirmed by the exchange agent at its address set forth in this prospectus prior to 12:00 midnight, New York City time on to the expiration date. The confirmation of a book entry transfer into the ATOP account as described above is referred to herein as a "Book-Entry Confirmation."

The term "Agent's Message" means a message transmitted by the DTC participants to DTC, and thereafter transmitted by DTC to the exchange agent, forming a part of the Book-Entry Confirmation which states that DTC has received an express acknowledgment from the participant in DTC described in such Agent's Message stating that such participant has received the letter of transmittal and this prospectus and agrees to be bound by the terms of the letter of transmittal and the exchange offer set forth in this prospectus and that we may enforce such agreement against the participant.

Each Agent's Message must include the following information:

- Name of the beneficial owner tendering such Old Notes;
- Account number of the beneficial owner tendering such Old Notes;
- Principal amount of Old Notes tendered by such beneficial owner; and
- A confirmation that the beneficial holder of the Old Notes tendered has made the representations for our benefit set forth under "—Deemed representations."

BY SENDING AN AGENT'S MESSAGE THE DTC PARTICIPANT IS DEEMED TO HAVE CERTIFIED THAT THE BENEFICIAL HOLDER FOR WHOM NOTES ARE BEING TENDERED HAS BEEN PROVIDED WITH A COPY OF THIS PROSPECTUS.

The delivery of Old Notes through DTC, delivery of a letter of transmittal, and any transmission of an Agent's Message through ATOP, is at the election and risk of the person tendering Old Notes. We will ask the exchange agent to instruct DTC to promptly return those Old Notes, if any, that were tendered through ATOP but were not accepted by us, to the DTC participant that tendered such Old Notes on behalf of holders of the Old Notes.

THE AGENT'S MESSAGE MUST BE TRANSMITTED TO THE EXCHANGE AGENT ON OR BEFORE 12:00 MIDNIGHT, NEW YORK CITY TIME, ON THE EXPIRATION DATE.

Acceptance of outstanding Old Notes for exchange; Delivery of Exchange Notes

We will accept validly tendered Old Notes when the conditions to the exchange offer have been satisfied or we have waived them. We will have accepted your validly tendered Old Notes when we have given oral (promptly confirmed in writing) or written notice to the exchange agent. The exchange agent will act as agent for the tendering holders for the purpose of receiving the Exchange Notes from us. We will issue the Exchange Notes promptly after termination of the exchange offer. If we do not accept any tendered Old Notes for exchange by book-entry transfer because of an invalid tender or other valid reason, we will credit the Old Notes to an account maintained with DTC promptly after the exchange offer terminates or expires.

Guaranteed delivery procedures

If you desire to tender Old Notes pursuant to the exchange offer and (1) time will not permit your letter of transmittal and all other required documents to reach the exchange agent on or prior to the expiration date, or (2) the procedures for book-entry transfer (including delivery of an agent's message) cannot be completed on or prior to the expiration date, you may nevertheless tender such Old Notes with the effect that such tender will be deemed to have been received on or prior to the expiration date if all the following conditions are satisfied:

- you must effect your tender through an "eligible guarantor institution";
- a properly completed and duly executed notice of guaranteed delivery, substantially in the form provided by us herewith, or an agent's message with respect to guaranteed delivery that is accepted by us, is received by the exchange agent on or prior to the expiration date as provided below; and
- a book-entry confirmation of the transfer of such notes into the exchange agent account at DTC as described above, together with a letter of transmittal (or a manually signed facsimile of the letter of transmittal) properly completed and duly executed, with any signature guarantees and any other documents required by the letter of transmittal or a properly transmitted agent's message, are received by the exchange agent within three business days after the date of execution of the notice of guaranteed delivery.

The notice of guaranteed delivery may be sent by hand delivery, facsimile transmission or mail to the exchange agent and must include a guarantee by an eligible guarantor institution in the form set forth in the notice of guaranteed delivery.

Withdrawal rights

You may withdraw your tender of Old Notes at any time before 12:00 midnight, New York City time, on the expiration date.

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For a withdrawal to be effective, you should contact your bank or broker where your Old Notes are held and have them send a telegram, telex, letter or facsimile transmission notice of withdrawal (or in the case of Old Notes transferred by book-entry transfer, an electronic ATOP transmission notice of withdrawal) so that it is received by the exchange agent before 12:00 midnight, New York City time, on the expiration date. Such notice of withdrawal must:

- specify the name of the person that tendered the Old Notes to be withdrawn;
- identify the Old Notes to be withdrawn, including the CUSIP number and principal amount at maturity of the Old Notes; specify the name and number of an account at the DTC to which your withdrawn Old Notes can be credited;
- if applicable, be signed by the holder in the same manner as the original signature on the letter of transmittal by which such Old Notes were tendered, with any required signature guarantees, or be accompanied by documents of transfer sufficient to have the trustee with respect to the Old Notes register the transfer of such Old Notes into the name of the person withdrawing the tender; and
- specify the name in which any such notes are to be registered, if different from that of the registered holder.

We will decide all questions as to the validity, form and eligibility of the notices and our determination will be final and binding on all parties. Any tendered Old Notes that you withdraw will not be considered to have been validly tendered. We will promptly return any outstanding Old Notes that have been tendered but not exchanged, or credit them to the DTC account. You may re-tender properly withdrawn Old Notes by following one of the procedures described above before the expiration date.

Conditions to the exchange offer

Notwithstanding any other provision of the exchange offer, or any extension of the exchange offer, we will not be required to accept for exchange, or to issue Exchange Notes in exchange for, any outstanding Old Notes and may terminate the exchange offer (whether or not any Old Notes have been accepted for exchange) or amend the exchange offer, if any of the following conditions has occurred or exists or has not been satisfied, or has not been waived by us, prior to the expiration date:

- there is threatened, instituted or pending any action or proceeding before, or any injunction, order or decree issued by, any court or governmental agency or other governmental regulatory or administrative agency or commission:
 - seeking to restrain or prohibit the making or completion of the exchange offer or any other transaction contemplated by the exchange offer, or assessing or seeking any damages as a result of this transaction;
 - resulting in a material delay in our ability to accept for exchange or exchange some or all of the Old Notes in the exchange offer;
 - any statute, rule, regulation, order or injunction has been sought, proposed, introduced, enacted, promulgated or deemed applicable to the exchange offer or any of the transactions contemplated by the exchange offer by any governmental authority, domestic or foreign; or
- any action has been taken, proposed or threatened, by any governmental authority, domestic or foreign, that would, directly or indirectly, result in any of the consequences referred to in the clauses above or would result in the holders of Exchange Notes having obligations with respect to resales and transfers of Exchange Notes which are greater than those described in the interpretation of the SEC referred to above;

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- any of the following has occurred:
 - any general suspension of or general limitation on prices for, or trading in, securities on any national securities exchange or in the over-the-counter market;
 - any limitation by a governmental authority which adversely affects our ability to complete the transactions contemplated by the exchange offer;
 - a declaration of a banking moratorium or any suspension of payments in respect of banks in the United States or any limitation by any governmental agency or authority which adversely affects the extension of credit;
 - a commencement of a war, armed hostilities or other similar international calamity directly or indirectly involving the United States, or, in the case of any of the preceding events existing at the time of the commencement of the exchange offer, a material acceleration or worsening of these calamities; or
- any change, or any development involving a prospective change, has occurred or been threatened in our business, financial condition, operations or prospects and those of our subsidiaries taken as a whole that is or may be adverse to us, or we have become aware of facts that have or may have an adverse impact on the value of the Old Notes or the Exchange Notes;
- there shall occur a change in the current interpretation by the Staff of the SEC which permits the Exchange Notes issued pursuant to the exchange offer in exchange for Old Notes to be offered for resale, resold and otherwise transferred by holders thereof (other than broker-dealers and any such holder which is our affiliate within the meaning of Rule 405 promulgated under the Securities Act) without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that such Exchange Notes are acquired in the ordinary course of such holders' business and such holders have no arrangement or understanding with any person to participate in the distribution of such Exchange Notes;
- any law, statute, rule or regulation shall have been adopted or enacted which would impair our ability to proceed with the exchange offer;
- a stop order shall have been issued by the SEC or any state securities authority suspending the effectiveness of the registration statement, or proceedings shall have been initiated or, to our knowledge, threatened for that purpose, or any governmental approval necessary for the consummation of the exchange offer as contemplated hereby has not been obtained; or
- we have received an opinion of counsel experienced in such matters to the effect that there exists any actual or threatened legal impediment (including a default or prospective default under an agreement, indenture or other instrument or obligation to which we are a party or by which we are bound) to the consummation of the transactions contemplated by the exchange offer.

If any of the foregoing events or conditions has occurred or exists or has not been satisfied, we may, subject to applicable law, terminate the exchange offer (whether or not any Old Notes have been accepted for exchange) or may waive any such condition or otherwise amend the terms of the exchange offer in any respect. If such waiver or amendment constitutes a material change to the exchange offer, we will promptly disclose such waiver or amendment by means of a prospectus supplement that will be distributed to the registered holders of the Old Notes and will extend the exchange offer to the extent required by Rule 14e-1 promulgated under the Exchange Act.

These conditions are for our sole benefit and we may assert them regardless of the circumstances giving rise to any of these conditions, or we may waive them, in whole or in part, provided that we will not waive any condition with respect to an individual holder of Old Notes unless we waive that

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condition for all such holders. Any reasonable determination made by us concerning an event, development or circumstance described or referred to above will be final and binding on all parties. Our failure at any time to exercise any of the foregoing rights will not be a waiver of our rights and each such right will be deemed an ongoing right which may be asserted at any time before the expiration of the exchange offer.

Exchange agent

We have appointed Delaware Trust Company as the exchange agent for the exchange offer. You should direct questions, requests for assistance, and requests for additional copies of this prospectus and the letter of transmittal that may accompany this prospectus to the exchange agent addressed as follows:

DELAWARE TRUST COMPANY, EXCHANGE AGENT

*By Registered or Certified Mail or
Overnight Carrier:*
Delaware Trust Company
103 Foulk Road
Wilmington, DE 19803
Attention: Trust
Administration

*Facsimile Transmission:
(for eligible institutions only)*
(302) 636-8666

By Hand Delivery:
Delaware Trust Company
103 Foulk Road
Wilmington, DE 19803
Attention: Trust
Administration

Confirm by Telephone:
(877) 374-6010

Delivery to an address other than set forth above will not constitute a valid delivery.

Fees and expenses

The principal solicitation is being made through DTC by Delaware Trust Company, as exchange agent on our behalf. We will pay the exchange agent customary fees for its services, reimburse the exchange agent for its reasonable costs and expenses (including reasonable fees, costs and expenses of its counsel) incurred in connection with the provisions of these services and pay other registration expenses, including registration and filing fees, fees and expenses of compliance with federal securities and state blue sky securities laws, printing expenses, messenger and delivery services and telephone, fees and disbursements to our counsel, application and filing fees and any fees and disbursements to our independent certified public accountants. We will not make any payment to brokers, dealers, or others soliciting acceptances of the exchange offer except for reimbursement of mailing expenses.

Additional solicitations may be made by telephone, facsimile or in person by our and our affiliates' officers employees and by persons so engaged by the exchange agent.

Accounting treatment

The Exchange Notes will be recorded at the same carrying value as the existing Old Notes, as reflected in our accounting records on the date of exchange. Accordingly, we will recognize no gain or loss for accounting purposes. The expenses of the exchange offer will be capitalized and expensed over the term of the Exchange Notes.

Transfer taxes

If you tender outstanding Old Notes for exchange you will not be obligated to pay any transfer taxes. However, if you instruct us to register Exchange Notes in the name of, or request that your Old

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Notes not tendered or not accepted in the exchange offer be returned to, a person other than the registered tendering holder, you will be responsible for paying any transfer tax owed.

YOU MAY SUFFER ADVERSE CONSEQUENCES IF YOU FAIL TO EXCHANGE OUTSTANDING OLD NOTES.

If you do not tender your outstanding Old Notes, you will not have any further registration rights, except for the rights described in the Registration Rights Agreement and described above, and your Old Notes will continue to be subject to the provisions of the respective indenture governing the Old Notes regarding transfer and exchange of the Old Notes and the restrictions on transfer of the Old Notes imposed by the Securities Act and states securities law when we complete the exchange offer. These transfer restrictions are required because the Old Notes were issued under an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws. Accordingly, if you do not tender your Old Notes in the exchange offer, your ability to sell your Old Notes could be adversely affected. Once we have completed the exchange offer, holders who have not tendered notes will not continue to be entitled to any increase in interest rate that the indenture governing the Old Note provides for if we do not complete the exchange offer.

Consequences of failure to exchange

The Old Notes that are not exchanged for Exchange Notes pursuant to the exchange offer will remain restricted securities. Accordingly, the Old Notes may be resold only:

- to us upon redemption thereof or otherwise;
- so long as the outstanding securities are eligible for resale pursuant to Rule 144A, to a person inside the United States who is a qualified institutional buyer within the meaning of Rule 144A under the Securities Act in a transaction meeting the requirements of Rule 144A, in accordance with Rule 144 under the Securities Act, or pursuant to another exemption from the registration requirements of the Securities Act, which other exemption is based upon an opinion of counsel reasonably acceptable to us;
- outside the United States to a foreign person in a transaction meeting the requirements of Rule 904 under the Securities Act; or
- pursuant to an effective registration statement under the Securities Act, in each case in accordance with any applicable securities laws of any state of the United States.

Under certain limited circumstances, the Registration Rights Agreement requires that we file a shelf registration statement if:

- we are not permitted by applicable law or SEC policy to file a registration statement covering the exchange offer or to consummate the exchange offer; or
- any holder of the Old Notes notifies the Issuer prior to the 20th calendar day following the consummation of the exchange offer that:
 - it is prohibited by law or SEC policy from participating in the exchange offer;
 - it may not resell the Exchange Notes acquired by it in the exchange offer to the public without delivering a prospectus and this prospectus is not appropriate or available for such resales; or
 - it is a broker-dealer and owns Old Notes acquired directly from the Issuer or an affiliate of the Issuer.

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We will also register the Exchange Notes under the securities laws of jurisdictions that holders may request before offering or selling notes in a public offering. We do not intend to register Exchange Notes in any jurisdiction unless a holder requests that we do so.

Old Notes may be subject to restrictions on transfer until:

- a person other than a broker-dealer has exchanged the Old Notes in the exchange offer;
- a broker-dealer has exchanged the Old Notes in the exchange offer and sells them to a purchaser that receives a prospectus from the broker, dealer on or before the sale;
- the Old Notes are sold under an effective shelf registration statement that we have filed; or
- the Old Notes are sold to the public under Rule 144 of the Securities Act.

USE OF PROCEEDS

This exchange offer is intended to satisfy our obligations under the Registration Rights Agreement. We will not receive any cash proceeds, or otherwise, from the issuance of the Exchange Notes. The Old Notes properly tendered and exchanged for Exchange Notes will be retired and cancelled. Accordingly, no additional debt will result from the exchange. We have agreed to bear the expense of the exchange offer.

RATIO OF EARNINGS TO FIXED CHARGES

The ratio of earnings to fixed charges for the periods indicated is stated below. For this purpose, "earnings" include pre-tax income (loss) before adjustments for noncontrolling interest in our consolidated subsidiaries and income or loss from equity investees, plus fixed charges and distributed income of equity investees, reduced by interest capitalized. "Fixed charges" include interest, whether expensed or capitalized, amortization of debt expense and the portion of rental expense that is representative of the interest factor in these rentals.

	Nine Months Ended September 30, 2016	Year Ended December 31,				
		2015	2014	2013	2012	2011
Ratio of earnings to fixed charges	1.49	(3.27)	1.14	0.45	0.84	0.77

CAPITALIZATION

The following table sets forth our cash and cash equivalents and capitalization as of September 30, 2016 on an actual historical basis. The table below should be read in conjunction with "Use of Proceeds," the "Management's Discussion and Analysis of Financial Condition and Results of Operations" contained in our quarterly report on Form 10-Q for the quarter ended September 30, 2016, the "Management's Discussion and Analysis of Financial Condition and Results of Operations" contained in our 2015 Form 10-K and the consolidated financial statements and the related notes thereto incorporated by reference into this prospectus.

	As of September 30, 2016 (in millions)
Cash and cash equivalents	\$ 2,435
Restricted cash	480
Total cash and cash equivalents	\$ 2,915
Recourse debt:	
Revolving credit facility(1)	—
Term loan facility	1,886
7.625% Senior Notes due 2018	584
7.875% Senior Notes due 2021	399
6.25% Senior Notes due 2022	992
6.625% Senior Notes due 2023	869
6.250% Senior Notes due 2024	733
7.250% Senior Notes due 2026	1,000
6.625% Senior Notes due 2027	1,250
Tax Exempt Bonds(2)	455
Total recourse debt	\$ 8,168
Non-recourse debt:	
GenOn	
GenOn senior notes	1,922
GenOn Americas Generation senior notes	747
GenOn other	52
Total GenOn debt	\$ 2,721
NYLD debt:	
NYLD revolving credit facility(3)	—
NYLD 5.375% notes due 2024	500
NYLD 5.000% notes due 2026	350
NYLD 3.500% convertible notes due 2019	334
NYLD 3.250% convertible notes due 2020	270
NYLD project debt	4,250
Total NYLD debt	\$ 5,704
NRG project debt	\$ 2,818
Total non-recourse debt	\$ 11,243
Capital leases	11
Total long-term debt and capital leases	\$ 19,422
Stockholders' equity, excluding non-controlling interest	\$ 3,042
Total capitalization	\$ 22,464

- (1) As of September 30, 2016, the total borrowing capacity under the revolving credit facility was \$2.5 billion, with \$1.2 billion in letters of credit outstanding thereunder.

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- (2) Includes (i) Indian River Power LLC, tax-exempt bonds, due 2040 and 2045; (ii) Dunkirk Power LLC, tax-exempt bonds, due 2042; (iii) Fort Bend County, tax-exempt bonds, due 2038 and 2042 and (iv) City of Texas City, tax-exempt bonds, due 2045.
- (3) As of September 30, 2016, the total borrowing capacity under the NYLD revolving credit facility was \$495 million, with \$63.5 million in letters of credit outstanding thereunder.

For more information on the various components of our debt, refer to Note 7, *Debt and Capital Leases*, contained in our quarterly report on Form 10-Q for the quarter ended September 30, 2016 and Note 12, *Debt and Capital Leases*, to our audited consolidated financial statements contained in our 2015 Form 10-K, which are incorporated herein by reference.

DESCRIPTION OF CERTAIN OTHER INDEBTEDNESS AND PREFERRED STOCK

Senior Secured Credit Facility

NRG's existing senior secured credit facility (the "Senior Credit Facility") consists of a senior first priority secured \$1,900 million term loan (the "Term Loan Facility") and a \$2,536 million senior first priority secured revolving credit facility, consisting of Tranche A commitments of \$289 million and Tranche B commitments of \$2,247 million (the "Revolving Credit Facility"). The Term Loan Facility will mature on June 30, 2023, Tranche A of the Revolving Credit Facility will mature on July 1, 2018, and Tranche B of the Revolving Credit Facility will mature on June 30, 2021, unless each is otherwise extended.

The Senior Credit Facility is guaranteed by NRG's existing and future direct and indirect subsidiaries, with customary or agreed-upon exceptions for unrestricted subsidiaries, foreign subsidiaries, project subsidiaries, and certain other subsidiaries, including NRG Yield, Inc. and its subsidiaries, that are not guarantors of the Senior Credit Facility. The Senior Credit Facility is also secured by first priority perfected security interests in a substantial portion of the property and assets owned by NRG and its subsidiaries that are guarantors under the Senior Credit Facility, subject to exceptions. The collateral pledged for the benefit of the Senior Credit Facility's lenders includes the capital stock of substantially all of NRG's subsidiaries that are owned by guarantors thereof, with exceptions for unrestricted subsidiaries, project subsidiaries and voting equity interests in excess of 66% of the total outstanding voting equity interest of certain of NRG's foreign subsidiaries, certain other foreign subsidiaries and certain additional exceptions, including a basket of assets with a value of up to \$750 million at any time outstanding. The Senior Credit Facility is secured *pari passu* with certain interest rate and commodity hedging obligations of NRG.

The Senior Credit Facility contains customary covenants, which, among other things, require NRG to meet certain financial tests for the benefit of the Revolving Credit Facility, consisting of a minimum interest coverage ratio and a maximum first lien leverage ratio on a consolidated basis, and limit NRG's ability to:

- incur indebtedness and liens and enter into sale and lease-back transactions;
- make investments, loans and advances;
- return capital to shareholders;
- repay subordinated indebtedness;
- consummate mergers, consolidations and asset sales;
- enter into affiliate transactions; and
- change its fiscal year-end.

Senior Notes

NRG has issued five outstanding series of senior notes under an indenture, dated February 2, 2006 (the "First Senior Notes Indenture"), between NRG and Delaware Trust Company (successor in interest to Law Debenture Trust Company of New York), as trustee, as supplemented by supplemental indentures setting forth the terms of each such series:

- 8.250% senior notes, issued August 20, 2010 and due September 1, 2020 (the "2020 Senior Notes");
- 7.625% senior notes, issued January 26, 2011 and due January 15, 2018 (the "2018 Senior Notes");

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- 7.875% senior notes, issued May 24, 2011 and due May 15, 2021 (the "2021 Senior Notes");
- 6.625% senior notes, issued September 24, 2012 and due March 15, 2023 (the "2023 Senior Notes"); and
- 6.250% senior notes, issued January 27, 2014 and due July 15, 2022 (the "2022 Notes," and, together with the 2020 Senior Notes, the 2018 Senior Notes, the 2021 Notes and the 2023 Notes, the "Senior Notes").

NRG has issued one outstanding series of senior notes under an indenture, dated April 21, 2014 (the "2024 Senior Notes Indenture"), between NRG and Delaware Trust Company (successor in interest to Law Debenture Trust Company of New York), as trustee:

- 6.250% senior notes, issued April 21, 2014 and due May 1, 2024 (the "2024 Senior Notes").

NRG has issued two outstanding series of senior notes under an indenture, dated May 23, 2016 (the "2026 Senior Notes Indenture" and, together with the First Senior Notes Indenture and the 2024 Senior Notes Indenture, the "Senior Notes Indentures"), between NRG and Delaware Trust Company (successor in interest to Law Debenture Trust Company of New York), as trustee, as supplemented by a supplemental indenture setting forth the terms of such series:

- 7.250% senior notes, issued May 23, 2016 and due May 15, 2026 (the "2026 Senior Notes"); and
- 6.625% senior notes, issued August 2, 2016 and due January 15, 2027 (the "2027 Senior Notes").

The Senior Notes Indentures are guaranteed by substantially the same subsidiary guarantors as the Senior Credit Facility. Supplemental indentures to each series of notes have been issued to add certain newly formed or acquired subsidiaries as guarantors. Interest is payable semi-annually on the Senior Notes until their maturity dates.

The Senior Notes Indentures and the form of notes provide, among other things, that the Senior Notes will be senior unsecured obligations of NRG. The Senior Notes Indentures also provide for customary events of default, which include, among others: nonpayment of principal or interest; breach of other agreements in the Senior Notes Indentures; defaults in failure to pay certain other indebtedness; the rendering of judgments to pay certain amounts of money against NRG and its subsidiaries; the failure of certain guarantees to be enforceable; and certain events of bankruptcy or insolvency. Generally, if an event of default occurs, the Trustee or the Holders of at least 25% in principal amount of the then outstanding series of Senior Notes may declare all of the Senior Notes of such series to be due and payable immediately.

The terms of the First Senior Notes Indenture, among other things, limit NRG's ability and certain of its subsidiaries' ability to:

- incur additional debt or issue some types of preferred shares;
- declare or pay dividends, redeem stock or make other distributions to stockholders;
- create liens;
- make certain restricted investments;
- enter into transactions with affiliates;
- sell or transfer assets; and
- consolidate or merge.

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The terms of the 2024 Senior Notes Indenture and the 2026 Senior Notes Indenture, among other things, limit NRG's ability to:

- create liens; and
- consolidate or merge.

NRG may redeem some or all of the notes at redemption prices set forth in the indenture governing the 2020 Senior Notes, plus accrued and unpaid interest on the notes redeemed to the applicable redemption date.

At any time prior to maturity, NRG may redeem all or a portion of the 2018 Senior Notes at a price equal to 100% of the principal amount of the notes redeemed, plus a premium and any accrued and unpaid interest. The premium is the greater of (i) 1% of the principal amount of the notes redeemed, or (ii) the present value of the notes redeemed, plus interest payments due on the notes redeemed from the date of redemption through January 15, 2018, discounted at a Treasury rate plus 0.50% over the principal amount of the notes redeemed.

Since May 15, 2016, NRG may redeem some or all of the notes at redemption prices set forth in the indenture.

Prior to September 15, 2017, NRG may redeem all or a portion of the 2023 Senior Notes at a price equal to 100% of the principal amount of the notes redeemed, plus a premium and any accrued and unpaid interest. The premium is the greater of (i) 1% of the principal amount of the 2023 Senior Notes redeemed, or (ii) the present value of 103.313% of the notes redeemed, plus interest payments due on the notes redeemed from the date of redemption through September 15, 2017, discounted at a Treasury rate plus 0.50% over the principal amount of the notes redeemed. On or after September 15, 2017, NRG may redeem some or all of the notes at redemption prices set forth in the indenture governing the 2023 Senior Notes, plus accrued and unpaid interest on the notes redeemed to the applicable redemption date.

Prior to July 15, 2017, NRG may redeem up to 35% of the 2022 Senior Notes with net cash proceeds of certain equity offerings at a price of 106.25% of the principal amount of the notes redeemed, provided at least 65% of the aggregate principal amount of the notes issued remain outstanding after the redemption. Prior to July 15, 2018, NRG may redeem all or a portion of the 2022 Senior Notes at a price equal to 100% of the principal amount of the notes redeemed, plus a premium and any accrued and unpaid interest. The premium is the greater of (i) 1% of the principal amount of the notes redeemed, or (ii) the present value of 103.125% of the notes redeemed, plus interest payments due on the notes redeemed from the date of redemption through July 15, 2018, discounted at a Treasury rate plus 0.50% over the principal amount of the notes redeemed. On or after July 15, 2018 NRG may redeem some or all of the notes at redemption prices set forth in the indenture governing the 2022 Senior Notes, plus accrued and unpaid interest on the notes redeemed to the applicable redemption date.

Prior to May 1, 2017, NRG may redeem up to 35% of the 2024 Senior Notes with net cash proceeds of certain equity offerings at a price of 106.25% of the principal amount of the notes redeemed, provided at least 65% of the aggregate principal amount of the notes issued remain outstanding after the redemption. Prior to May 1, 2019, NRG may redeem all or a portion of the 2024 Senior Notes at a price equal to 100% of the principal amount of the notes redeemed, plus a premium and any accrued and unpaid interest. The premium is the greater of (i) 1% of the principal amount of the notes redeemed, or (ii) the present value of 103.125% of the notes redeemed, plus interest payments due on the notes redeemed from the date of redemption through May 1, 2019, discounted at a Treasury rate plus 0.50% over the principal amount of the notes redeemed. On or after May 1, 2019 NRG may redeem some or all of the notes at redemption prices set forth in the indenture governing

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the 2024 Senior Notes, plus accrued and unpaid interest on the notes redeemed to the applicable redemption date.

Prior to May 15, 2019, NRG may redeem up to 35% of the 2026 Senior Notes with net cash proceeds of certain equity offerings at a price of 107.25% of the principal amount of the notes redeemed, provided at least 65% of the aggregate principal amount of the notes issued remain outstanding after the redemption. Prior to May 15, 2021, NRG may redeem all or a portion of the 2026 Senior Notes at a price equal to 100% of the principal amount of the notes redeemed, plus a premium and any accrued and unpaid interest. The premium is the greater of (i) 1% of the principal amount of the notes redeemed, or (ii) the present value of 103.625% of the notes redeemed, plus interest payments due on the notes redeemed from the date of redemption through May 15, 2021, discounted at a Treasury rate plus 0.50% over the principal amount of the notes redeemed. On or after May 15, 2021 NRG may redeem some or all of the notes at redemption prices set forth in the indenture governing the 2026 Senior Notes, plus accrued and unpaid interest on the notes redeemed to the applicable redemption date.

Prior to July 15, 2019, NRG may redeem up to 35% of the 2027 Senior Notes with net cash proceeds of certain equity offerings at a price of 106.625% of the principal amount of the notes redeemed, provided at least 65% of the aggregate principal amount of the notes issued remain outstanding after the redemption. Prior to July 15, 2021, NRG may redeem all or a portion of the 2027 Senior Notes at a price equal to 100% of the principal amount of the notes redeemed, plus a premium and any accrued and unpaid interest. The premium is the greater of (i) 1% of the principal amount of the notes redeemed, or (ii) the present value of 103.938% of the notes redeemed, plus interest payments due on the notes redeemed from the date of redemption through July 15, 2021, discounted at a Treasury rate plus 0.50% over the principal amount of the notes redeemed. On or after July 15, 2021 NRG may redeem some or all of the notes at redemption prices set forth in the indenture governing the 2027 Senior Notes, plus accrued and unpaid interest on the notes redeemed to the applicable redemption date.

Credit Support and Collateral Arrangement

In connection with our power generation business, we manage the commodity price risk associated with our supply activities and our electric generation facilities. This includes forward power sales, fuel and energy purchases and emission credits. In order to manage these risks, we enter into financial instruments to hedge the variability in future cash flows from forecasted sales of electricity and purchases of fuel and energy. We utilize a variety of instruments including forward contracts, futures contracts, swaps and options. Certain of these contracts allow counterparties to require us to provide credit support. This credit support consists of letters of credit, cash, guarantees and liens on our assets.

DESCRIPTION OF THE NOTES

In this description, "NRG" refers only to NRG Energy, Inc. and not to any of its subsidiaries.

NRG issued the Old Notes under an indenture among NRG, the Guarantors named therein and Delaware Trust Company (successor in interest to Law Debenture Trust Company of New York), as trustee. The terms of the Exchange Notes offered in exchange for the Old Notes will be substantially identical to the terms of the Old Notes, except that the Exchange Notes are registered under the Securities Act, and the transfer restrictions, registration rights and related additional interest terms applicable to the Old Notes (as described under "Exchange Offer—Purpose of the exchange offer") will not apply to the Exchange Notes. As a result, we refer to the Exchange Notes and the Old Notes collectively as the "notes" for purposes of the following summary.

The statements under this caption relating to the indenture and the notes are summaries and are not a complete description thereof, and where reference is made to particular provisions, such provisions, including the definitions of certain terms, are qualified in their entirety by reference to all of the provisions of the indenture and the notes and those terms made part of the indenture by the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"). The definitions of certain capitalized terms used in the following summary are set forth under the caption "—Certain definitions." Certain defined terms used in this description but not defined below under "—Certain definitions" have the meanings assigned to them in the indenture and the registration rights agreement. Copies of the indenture are available upon request from the Company. We urge you to read these documents carefully because they, and not the following description, govern your rights as a holder.

The registered holder of a note is treated as the owner of it for all purposes. Only registered holders of the notes have rights under the indenture.

Brief Description of the Notes

The notes:

- will be general unsecured obligations of NRG;
- will be *pari passu* in right of payment with all existing and future unsecured senior Indebtedness of NRG;
- will be senior in right of payment to any future subordinated Indebtedness of NRG; and
- will be unconditionally guaranteed on a joint and several basis by the Guarantors.

However, the notes will be effectively subordinated to all borrowings under the Credit Agreement, which is secured by substantially all of the assets of NRG and the Guarantors, and any other secured Indebtedness (including any Hedging Obligations secured by liens on assets of NRG or its subsidiaries) of NRG or the Guarantors, in each case to the extent of the value of the assets that secure the Credit Agreement or other secured Indebtedness. See "Risk Factors—Risks Related to the Notes—In the event of a bankruptcy or insolvency, holders of NRG's secured indebtedness and other secured obligations will have a prior secured claim to any collateral securing such indebtedness or other obligations."

The Subsidiary Guarantees

The notes will initially be guaranteed by each Subsidiary of NRG that is a guarantor of any obligations under NRG's Credit Agreement. Each Subsidiary Guarantee of the notes:

- will be a general unsecured obligation of the Guarantor;

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- will be *pari passu* in right of payment with all unsecured senior Indebtedness of that Guarantor; and
- will be senior in right of payment to any future subordinated Indebtedness of that Guarantor.

However, each Guarantor's guarantee of the notes will be effectively subordinated to such Guarantor's guarantee under the Credit Agreement and any other secured Indebtedness of such Guarantor (including any Hedging Obligations secured by junior liens on assets of such Guarantor), in each case to the extent of the value of the assets of such Guarantor that secure the Credit Agreement or other secured Indebtedness.

The operations of NRG are largely conducted through its subsidiaries and, therefore, NRG depends on the cash flow of its subsidiaries to meet its obligations, including its obligations under the notes. Not all of NRG's subsidiaries will guarantee the notes. The notes will be effectively subordinated in right of payment to all Indebtedness and other liabilities and commitments (including trade payables, lease obligations, indebtedness for borrowed money and Hedging Obligations) of these non-guarantor subsidiaries. Any right of NRG to receive assets of any of its subsidiaries upon the subsidiary's liquidation or reorganization (and the consequent right of the holders of notes to participate in those assets) will be effectively subordinated to the claims of that subsidiary's creditors, except to the extent that NRG is itself recognized as a creditor of the subsidiary, in which case its claims would still be subordinate in right of payment to any security in the assets of the subsidiary and any indebtedness of the subsidiary senior to that held by NRG. The Guarantors accounted for approximately 62% and 68% of NRG's revenues from wholly owned operations for the nine months ended September 30, 2016 and the year ended December 31, 2015, respectively. The Guarantors held approximately 32% of NRG's consolidated assets as of September 30, 2016. As of September 30, 2016, NRG's non guarantor subsidiaries had approximately \$11,970 million in aggregate principal amount of non-current liabilities and outstanding trade payables of approximately \$330 million.

Principal, Maturity and Interest

NRG will issue notes in this offering having an aggregate principal amount of \$1.0 billion. NRG may issue additional notes of the same series under the indenture from time to time after this offering; *provided* that any such additional notes that are not fungible with the notes we are currently offering for United States federal income tax purposes will be issued with a different CUSIP Number than the CUSIP Number issued with respect to the notes we are currently offering. Any issuance of additional notes is subject to the covenants in the indenture. The notes offered hereby and any additional notes of the same series subsequently issued under the indenture will be treated as a single class for all purposes under the indenture, including, without limitation, waivers, amendments, redemptions and offers to purchase. In addition, we may issue an unlimited amount of debt securities in one or more additional series under the indenture, subject to the covenants in the indenture. The notes will not be treated as a single class with any such other debt securities of different series for any purpose under the indenture.

NRG will issue notes in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. The notes will mature on May 15, 2026.

Interest will accrue at the rate of 7.250% per annum, and will be payable semi-annually in arrears on May 15 and November 15 of each year. NRG will make each interest payment to the holders of record on the immediately preceding May 1 and November 1.

Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months.

Methods of Receiving Payments on the Notes

If a holder of notes has given wire transfer instructions to NRG, NRG will pay or cause to be paid all principal, interest and premium on that holder's notes in accordance with those instructions. All other payments on notes will be made at the office or agency of the paying agent and registrar within the City and State of New York unless NRG elects to make interest payments by check mailed to the holders of the notes at their addresses set forth in the register of holders.

Paying Agent and Registrar for the Notes

The trustee will initially act as paying agent and registrar. NRG may change the paying agent or registrar without prior notice to the holders of the notes, and NRG or any of its Subsidiaries may act as paying agent or registrar.

Transfer and Exchange

A holder may transfer or exchange notes in accordance with the provisions of the indenture. The registrar and the trustee may require a holder, among other things, to furnish appropriate endorsements and transfer documents in connection with a transfer of notes. Holders of the notes will be required to pay all taxes due on transfer. NRG is not required to transfer or exchange any note selected for redemption. Also, NRG is not required to transfer or exchange any note for a period of 15 days before a selection of notes to be redeemed.

Subsidiary Guarantees

NRG's payment obligations under the notes will be guaranteed on an unconditional basis by each of the Guarantors. These Subsidiary Guarantees will be joint and several obligations of the Guarantors. The obligations of each Guarantor under its Subsidiary Guarantee will be limited as necessary to prevent that Subsidiary Guarantee from constituting a fraudulent conveyance under applicable law. See "Risk Factors—Risks Related to the Notes—Federal and state statutes allow courts, under specific circumstances, to void guarantees and require holders of the notes to return payments received from guarantors."

The Subsidiary Guarantee of a Guarantor of the notes will be released automatically:

- (1) in connection with any sale or other disposition of all or substantially all of the assets of that Guarantor (including by way of merger or consolidation) to a Person that is not (either before or after giving effect to such transaction) NRG or a Subsidiary of NRG;
- (2) in connection with any sale or other disposition of Capital Stock of that Guarantor to a Person that is not (either before or after giving effect to such transaction) NRG or a Subsidiary of NRG, if following such sale or other disposition, that Guarantor is not a direct or indirect Subsidiary of NRG;
- (3) upon defeasance or satisfaction and discharge of the notes as provided below under the captions "—Legal Defeasance and Covenant Defeasance" and "—Satisfaction and Discharge";
- (4) upon a dissolution of a Guarantor that is permitted under the indenture; or
- (5) otherwise with respect to the Guarantee of any Guarantor:
 - (a) upon the prior consent of holders of at least a majority in aggregate principal amount of the notes then outstanding;
 - (b) if NRG has Indebtedness outstanding under the Credit Agreement (as amended, restated, modified, renewed, refunded, replaced or refinanced from time to time) at that time, upon the consent of the requisite lenders under the Credit Agreement to the release of such

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Guarantor's Guarantee of all Obligations under the Credit Agreement, or, if there is no Indebtedness of NRG outstanding under the Credit Agreement at that time, upon the requisite consent of the holders of all other Indebtedness of NRG that is guaranteed by such Guarantor at that time outstanding to the release of such Guarantor's Guarantee of all Obligations with respect to all other Indebtedness that is guaranteed by such Guarantor at that time outstanding; or

(c) if NRG has Indebtedness outstanding under the Credit Agreement (as amended, restated, modified, renewed, refunded, replaced or refinanced from time to time) at that time, upon the release of such Guarantor's Guarantee of all Obligations of NRG under the Credit Agreement, or, if there is no Indebtedness of NRG outstanding under the Credit Agreement at that time, upon the release of such Guarantor's Guarantee of all Obligations with respect to all other Indebtedness of NRG at that time outstanding.

Optional Redemption

At any time prior to May 15, 2019, NRG may on any one or more occasions redeem up to 35% of the aggregate principal amount of the notes, upon not less than 15 nor more than 60 days' prior notice, at a redemption price equal to 107.250% of the principal amount of the notes redeemed, plus accrued and unpaid interest (including Special Interest), if any, to the redemption date, with an amount equal to the net cash proceeds of one or more Equity Offerings, subject to the rights of holders of the notes on the relevant record date to receive interest due on the relevant interest payment date; *provided* that:

- (1) at least 65% of the aggregate principal amount of the notes issued in this offering (excluding notes held by NRG and its Subsidiaries) remains outstanding immediately after the occurrence of such redemption; and
- (2) the redemption occurs within 90 days of the date of the closing of such Equity Offering.

At any time prior to May 15, 2021, NRG may on any one or more occasions redeem all or a part of the notes, upon not less than 15 nor more than 60 days' prior notice, at a redemption price equal to 100% of the principal amount of notes redeemed plus the Applicable Premium as of, and accrued and unpaid interest (including Special Interest), if any, to, the redemption date, subject to the rights of holders of notes on the relevant record date to receive interest due on the relevant interest payment date.

Except pursuant to the preceding paragraphs, the notes will not be redeemable at NRG's option prior to May 15, 2021.

On or after May 15, 2021, NRG may on any one or more occasions redeem all or a part of the notes upon not less than 15 nor more than 60 days' prior notice, at the redemption prices (expressed as percentages of principal amount) set forth below plus accrued and unpaid interest (including Special Interest), if any, on the notes redeemed, to the applicable redemption date, if redeemed during the 12-month period beginning on May 15 of the years indicated below, subject to the rights of holders of notes on the relevant record date to receive interest on the relevant interest payment date.

<u>Year</u>	<u>Percentage</u>
2021	103.625%
2022	102.417%
2023	101.208%
2024 and thereafter	100.00%

NRG is not prohibited, however, from acquiring the notes in market transactions by means other than a redemption, whether pursuant to a tender offer or otherwise, assuming such action does not otherwise violate the indenture.

Mandatory Redemption

NRG will not be required to make mandatory redemption or sinking fund payments with respect to the notes.

Repurchase at the Option of Holders

Change of Control Triggering Event

If a Change of Control Triggering Event occurs, each holder of notes will have the right to require NRG to repurchase all or any part (equal to \$2,000 or an integral multiple of \$1,000 in excess thereof) of that holder's notes pursuant to a Change of Control Offer on the terms set forth in the indenture.

In the Change of Control Offer, NRG will offer a Change of Control Payment in cash equal to 101% of the aggregate principal amount of the notes, plus accrued and unpaid interest (including Special Interest), if any, on the notes to the date of purchase, subject to the rights of holders of the notes on the relevant record date to receive interest due on the relevant interest payment date. Within 30 days following any Change of Control Triggering Event, NRG will mail a notice to each holder describing the transaction or transactions that constitute the Change of Control and offering to repurchase notes on the Change of Control Payment Date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is mailed, pursuant to the procedures required by the indenture and described in such notice. NRG will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the notes as a result of a Change of Control. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control provisions of the indenture, NRG will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Change of Control provisions of the indenture by virtue of such compliance.

On the Change of Control Payment Date, NRG will, to the extent lawful:

- (1) accept for payment all notes or portions of notes properly tendered pursuant to the Change of Control Offer;
- (2) deposit with the paying agent an amount equal to the Change of Control Payment in respect of all notes or portions of notes properly tendered; and
- (3) deliver or cause to be delivered to the trustee the notes properly accepted together with an officers' certificate stating the aggregate principal amount of notes or portions of notes being purchased by NRG.

The paying agent will promptly mail to each holder of notes properly tendered the Change of Control Payment for the notes, and the trustee will promptly authenticate and mail (or cause to be transferred by book entry) to each holder a new note equal in principal amount to any unpurchased portion of the notes surrendered, if any; provided that each new note will be in a principal amount of \$2,000 or an integral multiple of \$1,000 in excess thereof. NRG will publicly announce the results of the Change of Control Offer on or as soon as practicable after the Change of Control Payment Date.

The provisions described above that require NRG to make a Change of Control Offer following a Change of Control Triggering Event will be applicable whether or not any other provisions of the indenture are applicable.

Except as described above with respect to a Change of Control Triggering Event, the indenture does not contain provisions that permit the holders of the notes to require that NRG repurchase or redeem the notes in the event of a takeover, recapitalization or similar transaction.

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NRG will not be required to make a Change of Control Offer upon a Change of Control Triggering Event if (1) a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in the indenture applicable to a Change of Control Offer made by NRG and purchases all notes properly tendered and not withdrawn under the Change of Control Offer, or (2) notice of redemption has been given pursuant to the indenture as described above under the caption "—Optional Redemption," unless and until there is a default in payment of the applicable redemption price. A Change in Control Offer may be made in advance of a Change of Control Triggering Event, with the obligation to pay and the timing of payment conditioned upon the occurrence of a Change of Control Triggering Event, if a definitive agreement to effect a Change of Control is in place at the time the Change of Control Offer is made.

The definition of Change of Control includes a phrase relating to the direct or indirect sale, lease, transfer, conveyance or other disposition of "all or substantially all" of the properties or assets of NRG and its Subsidiaries taken as a whole. There is a limited body of case law interpreting the phrase "substantially all," and there is no precise established definition of the phrase under applicable law. Accordingly, the ability of a holder of notes to require NRG to repurchase its notes as a result of a sale, lease, transfer, conveyance or other disposition of less than all of the assets of NRG and its Subsidiaries taken as a whole to another Person or group may be uncertain.

Selection and Notice

If less than all of the notes are to be redeemed at any time, the trustee for the notes will select notes for redemption on a pro rata basis unless otherwise required by law or applicable stock exchange requirements.

No notes of \$2,000 or less can be redeemed in part. Notices of redemption will be mailed by first class mail at least 15 but not more than 60 days before the redemption date to each holder of notes to be redeemed at its registered address, except that redemption notices may be mailed more than 60 days prior to a redemption date if the notice is issued in connection with a defeasance of the notes or a satisfaction and discharge of the indenture. Any redemption notice may, in NRG's discretion, be subject to the satisfaction of one or more conditions precedent.

If any note is to be redeemed in part only, the notice of redemption that relates to that note will state the portion of the principal amount of that note that is to be redeemed. A new note in principal amount equal to the unredeemed portion of the original note will be issued in the name of the holder of notes upon cancellation of the original note. Notes called for redemption become due on the date fixed for redemption. On and after the redemption date, interest ceases to accrue on notes or portions of them called for redemption.

Certain Covenants

Liens

NRG will not, and will not permit any Guarantor, to create or permit to exist any Lien upon any Principal Property owned by NRG or any Guarantor or upon any Equity Interests issued by, or Indebtedness of, any direct or indirect Subsidiary of NRG, to secure any Indebtedness of NRG or any Guarantor without providing for the notes to be equally and ratably secured with (or prior to) any and all such Indebtedness and any other Indebtedness similarly entitled to be equally and ratably secured for so long as such Indebtedness is so secured; *provided, however*, that this restriction will not apply to, or prevent the creation or existence of:

- (1) Liens securing Indebtedness of NRG or any Guarantor under one or more Credit Facilities in an aggregate principal amount, measured as of the date of creation of any such Lien and the date of incurrence of any such Indebtedness, not exceeding the greatest of (a) 30% of

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Total Assets, (b) \$10.0 billion and (c) such amount as would not cause the Secured Leverage Ratio to exceed 3.5 to 1.0;

(2) Existing Liens;

(3) Liens securing Indebtedness of any Person that (a) is acquired by NRG or any of its Subsidiaries after the date of the indenture, (b) is merged or amalgamated with or into NRG or any of its Subsidiaries after the date of the indenture or (c) becomes consolidated in the financial statements of NRG or any of its Subsidiaries after the date of the indenture in accordance with GAAP; *provided, however*, that in each case contemplated by this clause (3), such Indebtedness was not incurred in contemplation of such acquisition, merger, amalgamation or consolidation and is only secured by Liens on the Equity Interests and assets of, the Person (and Subsidiaries of the Person) acquired by, or merged or amalgamated with or into, or consolidated in the financial statements of, NRG or any of its Subsidiaries;

(4) Liens securing Indebtedness of NRG or any Guarantor incurred to finance (whether prior to or within 365 days after) the acquisition, construction or improvement of assets (whether through the direct purchase of assets or through the purchase of the Equity Interests of any Person owning such assets or through an acquisition of any such Person by merger); *provided, however*, that such Indebtedness is only secured by Liens on the Equity Interests and assets acquired, constructed or improved in such financing;

(5) Liens in favor of NRG or any of its Subsidiaries;

(6) Liens securing Hedging Obligations; *provided* that such agreements were not entered into for speculative purposes (as determined by NRG in its reasonable discretion acting in good faith);

(7) Liens relating to current or future escrow arrangements securing Indebtedness of NRG or any Guarantor;

(8) Liens to secure Environmental CapEx Debt or Necessary CapEx Debt that encumber only the assets purchased, installed or otherwise acquired with the proceeds of such Environmental CapEx Debt or Necessary CapEx Debt;

(9) Liens encumbering deposits made to secure obligations arising from statutory, regulatory, contractual or warranty requirements of NRG or any Guarantor, including rights of offset and set-off;

(10) Refinancing Liens;

(11) Liens on the stock or assets of Project Subsidiaries securing Project Debt or tax equity financing of one or more Project Subsidiaries; and

(12) other Liens, in addition to those permitted in clauses (1) through (11) above, securing Indebtedness having an aggregate principal amount, measured as of the date of creation of any such Lien and the date of incurrence of any such Indebtedness, not to exceed the greater of (i) 2% of Total Assets and (ii) \$500.0 million.

Liens securing Indebtedness under the Credit Agreement existing on the date of the indenture will be deemed to have been incurred on such date in reliance on the exception provided by clause (1) above.

If NRG or any Guarantor proposes to create or permit to exist any Lien upon any Principal Property owned by NRG or any Guarantor or upon any Equity Interests or Indebtedness of any direct or indirect Subsidiary of NRG to secure any Indebtedness, other than as permitted by clauses (1) through (12) of the previous paragraph, NRG will give prior written notice thereof to the trustee, who will give notice to the holders of notes, and NRG will further agree, prior to or simultaneously with the

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creation of such Lien, effectively to secure all the notes equally and ratably with (or prior to) such other Indebtedness, for so long as such other Indebtedness is so secured.

Merger, Consolidation or Sale of Assets

NRG may not, directly or indirectly: (1) consolidate or merge with or into another Person (whether or not NRG is the surviving corporation); or (2) sell, assign, transfer, convey or otherwise dispose of all or substantially all of the properties or assets of NRG and its Subsidiaries taken as a whole, in one or more related transactions, to another Person; unless:

(1) either: (a) NRG is the surviving corporation; or (b) the Person formed by or surviving any such consolidation or merger (if other than NRG) or to which such sale, assignment, transfer, conveyance or other disposition has been made is a corporation, partnership or limited liability company organized or existing under the laws of the United States, any state of the United States or the District of Columbia; *provided* that if the Person is a partnership or limited liability company, then a corporation wholly-owned by such Person organized or existing under the laws of the United States, any state of the United States or the District of Columbia that does not and will not have any material assets or operations shall become a co-issuer of the notes pursuant to a supplemental indenture duly executed by the trustee;

(2) the Person formed by or surviving any such consolidation or merger (if other than NRG) or the Person to which such sale, assignment, transfer, conveyance or other disposition has been made assumes all the obligations of NRG under the notes and the indenture pursuant to a supplemental indenture or other documents and agreements reasonably satisfactory to the trustee; and

(3) immediately after such transaction, no Default or Event of Default exists.

In addition, NRG may not, directly or indirectly, lease all or substantially all of its properties or assets, in one or more related transactions, to any other Person.

This "Merger, Consolidation or Sale of Assets" covenant will not apply to (1) a merger of NRG with an Affiliate solely for the purpose of reincorporating NRG in another jurisdiction or forming a direct or indirect holding company of NRG; and (2) any sale, transfer, assignment, conveyance, lease or other disposition of assets between or among NRG and its Subsidiaries, including by way of merger or consolidation.

Additional Subsidiary Guarantees

If,

(1) NRG or any of its Subsidiaries acquires or creates another Subsidiary after the issue date and such Subsidiary Guarantees any Obligations of NRG under the Credit Agreement (as amended, restated, modified, renewed, refunded, replaced or refinanced from time to time), or

(2) any Subsidiary that does not currently Guarantee any Obligations of NRG under the Credit Agreement (as amended, restated, modified, renewed, refunded, replaced or refinanced from time to time) subsequently Guarantees any Obligations of NRG under the Credit Agreement, or

(3) if there is no Indebtedness of NRG outstanding under the Credit Agreement (as amended, restated, modified, renewed, refunded, replaced or refinanced from time to time) at that time, any Subsidiary of NRG (including any newly acquired or created Subsidiary) Guarantees any Obligations with respect to any other Indebtedness of NRG, then such newly acquired or created Subsidiary or Subsidiary that subsequently Guarantees obligations under the Credit Agreement or other Indebtedness of NRG, as the case may be, will become a Guarantor of the notes and

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execute a supplemental indenture and deliver an opinion of counsel satisfactory to the trustee within 60 business days of the date on which it was acquired or created or guaranteed other Indebtedness of NRG, as the case may be.

Reports

Whether or not required by the Commission's rules and regulations, so long as any notes are outstanding, NRG will furnish to the holders of notes or cause the trustee to furnish to the holders of notes, within the time periods (including any extensions thereof) specified in the Commission's rules and regulations:

- (1) all quarterly and annual reports that would be required to be filed with the Commission on Forms 10-Q and 10-K if NRG were required to file such reports; and
- (2) all current reports that would be required to be filed with the Commission on Form 8-K if NRG were required to file such reports.

All such reports will be prepared in all material respects in accordance with all of the rules and regulations applicable to such reports. Each annual report on Form 10-K will include a report on NRG's consolidated financial statements by NRG's independent registered public accounting firm. In addition, NRG will file a copy of each of the reports referred to in clauses (1) and (2) above with the Commission for public availability within the time periods specified in the rules and regulations applicable to such reports (unless the Commission will not accept such a filing). To the extent such filings are made, the reports will be deemed to be furnished to the trustee and holders of notes.

If NRG is no longer subject to the periodic reporting requirements of the Exchange Act for any reason, NRG will nevertheless continue filing the reports specified in the preceding paragraph with the Commission within the time periods specified above unless the Commission will not accept such a filing. NRG agrees that it will not take any action for the purpose of causing the Commission not to accept any such filings. If, notwithstanding the foregoing, the Commission will not accept NRG's filings for any reason, NRG will post the reports referred to in the preceding paragraph on its website within the time periods that would apply if NRG were required to file those reports with the Commission.

In addition, NRG and the Guarantors agree that, for so long as any notes remain outstanding, at any time they are not required to file the reports required by the preceding paragraphs with the Commission, they will furnish to the holders of the notes and to securities analysts and prospective investors, upon their request, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

Events of Default and Remedies

Each of the following is an Event of Default with respect to the notes:

- (1) default for 30 days in the payment when due of interest on the notes;
- (2) default in payment when due of the principal of, or premium, if any, on the notes;
- (3) failure by NRG or any Guarantor for 45 days after written notice given by the trustee or the holders of at least 25% in principal amount of the notes that are then outstanding, to comply with any of the other agreements in the indenture;
- (4) default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by NRG or

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any Guarantor (or the payment of which is guaranteed by NRG or any Guarantor) whether such Indebtedness or guarantee now exists, or is created after the issue date, if that default:

(a) is caused by a failure to pay principal of, or interest or premium, if any, on such Indebtedness prior to the expiration of the grace period provided in such Indebtedness on the date of such default (a "*Payment Default*"); or

(b) results in the acceleration of such Indebtedness prior to its express maturity, and, in each case, the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been a Payment Default or the maturity of which has been so accelerated, exceeds the greater of (i) 1% of Total Assets and (ii) \$200.0 million;

provided that this clause (4) shall not apply to (i) secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness to a Person that is not an Affiliate of NRG; (ii) Non-Recourse Debt of NRG Peaker Finance Company LLC; and (iii) Non-Recourse Debt of NRG or any of its Subsidiaries (except to the extent that NRG or any Guarantors that are not parties to such Non-Recourse Debt become directly or indirectly liable, including pursuant to any contingent obligation, for any such Non-Recourse Debt and such liability, individually or in the aggregate, exceeds the greater of (i) 1% of Total Assets and (ii) \$200.0 million);

(5) one or more judgments for the payment of money in an aggregate amount in excess of the greater of (i) 1% of Total Assets and (ii) \$200.0 million (excluding therefrom any amount reasonably expected to be covered by insurance) shall be rendered against NRG or any Guarantor or Guarantors or any combination thereof and the same shall not have been paid, discharged or stayed for a period of 60 days after such judgment became final and non-appealable;

(6) except as permitted by the indenture, any Subsidiary Guarantee shall be held in any final and non-appealable judicial proceeding to be unenforceable or invalid or shall cease for any reason to be in full force and effect or any Guarantor (or any group of Guarantors) that constitutes a Significant Subsidiary, or any Person acting on behalf of any Guarantor (or any group of Guarantors) that constitutes a Significant Subsidiary, shall deny or disaffirm its or their obligations under its or their Subsidiary Guarantee(s); and

(7) certain events of bankruptcy or insolvency described in the indenture with respect to NRG or any Guarantor that is a Significant Subsidiary or any group of Guarantors that, taken together, would constitute a Significant Subsidiary.

In the case of an Event of Default with respect to the notes arising from certain events of bankruptcy or insolvency with respect to NRG, any Guarantor or any group of Guarantors that, taken together, would constitute a Significant Subsidiary, all such notes that are outstanding will become due and payable immediately without further action or notice. If any other Event of Default occurs and is continuing, the trustee or the holders of at least 25% in principal amount of such notes that are outstanding may declare all the notes to be due and payable immediately.

Subject to certain limitations, holders of a majority in principal amount of the notes that are then outstanding may direct the trustee in its exercise of any trust or power. The trustee may withhold from holders of the notes notice of any continuing Default or Event of Default if it determines that withholding notice is in their interest, except a Default or Event of Default relating to the payment of principal or interest.

Subject to the provisions of the indenture relating to the duties of the trustee, in case an Event of Default occurs and is continuing under the indenture, the trustee will be under no obligation to exercise any of the rights or powers under the indenture at the request or direction of any holders of

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the notes unless such holders have offered to the trustee reasonable indemnity or security against any loss, liability or expense. Except to enforce the right to receive payment of principal, premium (if any) or interest when due, no holder of a note may pursue any remedy with respect to the indenture unless:

- (1) such holder has previously given the trustee notice that an Event of Default is continuing;
- (2) holders of at least 25% in aggregate principal amount of the notes that are then outstanding have requested the trustee to pursue the remedy;
- (3) such holders have offered the trustee reasonable security or indemnity against any loss, liability or expense;
- (4) the trustee has not complied with such request within 60 days after the receipt thereof and the offer of security or indemnity; and
- (5) holders of a majority in aggregate principal amount of the notes that are then outstanding have not given the trustee a direction inconsistent with such request within such 60-day period.

The holders of a majority in aggregate principal amount of the notes then outstanding by notice to the trustee may, on behalf of the holders of the notes, rescind an acceleration or waive any existing Default or Event of Default and its consequences under the indenture except a continuing Default or Event of Default in the payment of interest on, or the principal of, such notes.

NRG is required to deliver to the trustee annually a statement regarding compliance with the indenture. Upon becoming aware of any Default or Event of Default, NRG is required to deliver to the trustee a statement specifying such Default or Event of Default.

No Personal Liability of Directors, Officers, Employees and Stockholders

No director, officer, employee, incorporator or stockholder of NRG or any Guarantor, as such, will have any liability for any obligations of NRG or the Guarantors under the notes, the indenture or the Subsidiary Guarantees, or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each holder of notes by accepting a note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the notes. The waiver may not be effective to waive liabilities under the federal securities laws.

Legal Defeasance and Covenant Defeasance

NRG may, at its option and at any time, elect to have all of its obligations discharged with respect to the notes that are outstanding and all obligations of the Guarantors of such notes discharged with respect to their Subsidiary Guarantees ("*Legal Defeasance*") except for:

- (1) the rights of holders of the notes that are then outstanding to receive payments in respect of the principal of, or interest or premium on such notes when such payments are due from the trust referred to below;
- (2) NRG's obligations with respect to the notes concerning issuing temporary notes, registration of notes, mutilated, destroyed, lost or stolen notes and the maintenance of an office or agency for payment and money for security payments held in trust;
- (3) the rights, powers, trusts, duties and immunities of the trustee for the notes, and NRG's and the Guarantors' obligations in connection therewith; and
- (4) the Legal Defeasance provisions of the indenture governing such notes.

In addition, NRG may, at its option and at any time, elect to have the obligations of NRG and the Guarantors released with respect to certain covenants (including its obligation to make Change of Control Offers) that are described in the indenture ("*Covenant Defeasance*") and thereafter any

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omission to comply with those covenants will not constitute a Default or Event of Default with respect to the notes. In the event Covenant Defeasance occurs, certain events (not including non-payment, bankruptcy, receivership, rehabilitation and insolvency events) described under "—Events of Default and Remedies" will no longer constitute an Event of Default with respect to the notes.

In order to exercise either Legal Defeasance or Covenant Defeasance:

- (1) NRG must irrevocably deposit with the trustee, in trust, for the benefit of the holders of the notes, cash in U.S. dollars, non-callable Government Securities, or a combination of cash in U.S. dollars and non-callable Government Securities, in amounts as will be sufficient, in the opinion of a nationally recognized investment bank, appraisal firm or firm of independent public accountants to pay the principal of, or interest and premium on such notes that are then outstanding on the Stated Maturity or on the applicable redemption date, as the case may be, and NRG must specify whether such notes are being defeased to maturity or to a particular redemption date;
- (2) in the case of Legal Defeasance, NRG has delivered to the trustee an opinion of counsel reasonably acceptable to the trustee confirming that (a) NRG has received from, or there has been published by, the Internal Revenue Service a ruling or (b) since the issue date, there has been a change in the applicable federal income tax law, in either case to the effect that, and based thereon such opinion of counsel will confirm that, the holders of the notes that are then outstanding will not recognize income, gain or loss for federal income tax purposes as a result of such Legal Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;
- (3) in the case of Covenant Defeasance, NRG has delivered to the trustee an opinion of counsel reasonably acceptable to the trustee confirming that the holders of the notes that are then outstanding will not recognize income, gain or loss for federal income tax purposes as a result of such Covenant Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;
- (4) no Default or Event of Default with respect to the notes has occurred and is continuing on the date of such deposit (other than a Default or Event of Default resulting from the borrowing of funds to be applied to such deposit);
- (5) such Legal Defeasance or Covenant Defeasance will not result in a breach or violation of, or constitute a default under any material agreement or instrument (other than the indenture) to which NRG or any of its Subsidiaries is a party or by which NRG or any of its Subsidiaries is bound;
- (6) NRG must deliver to the trustee an officers' certificate stating that the deposit was not made by NRG with the intent of preferring the holders of the notes over the other creditors of NRG with the intent of defeating, hindering, delaying or defrauding creditors of NRG or others; and
- (7) NRG must deliver to the trustee an officers' certificate and an opinion of counsel, each stating that all conditions precedent relating to the Legal Defeasance or the Covenant Defeasance have been complied with.

Amendment, Supplement and Waiver

Except as provided in the next two succeeding paragraphs, the indenture or the notes outstanding thereunder may be amended or supplemented, with respect to the notes, by entering into one or more

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supplemental indentures with the consent of the holders of at least a majority in principal amount of the notes then outstanding (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, the notes), and, with respect to the notes, any existing default or compliance with any provision of the indenture or the notes outstanding thereunder may be waived with the consent of the holders of a majority in principal amount of the notes that are then outstanding (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, the notes).

Without the consent of each holder of the notes affected thereby, an amendment or waiver may not (with respect to any notes held by a non-consenting holder):

- (1) reduce the principal amount of the notes whose holders must consent to an amendment, supplement or waiver;
- (2) reduce the principal of or change the fixed maturity of any such note or alter the provisions with respect to the redemption of such notes (other than provisions relating to the covenants described above under the caption "—Repurchase at the Option of Holders" and provisions relating to the number of days of notice to be given in the event of a redemption);
- (3) reduce the rate of or change the time for payment of interest on any such note;
- (4) waive a Default or Event of Default in the payment of principal of, or interest or premium on the notes (except a rescission of acceleration of the notes by the holders of at least a majority in aggregate principal amount of the notes and a waiver of the payment default that resulted from such acceleration);
- (5) make any such note payable in currency other than that stated in such notes;
- (6) make any change in the provisions of the indenture relating to waivers of past Defaults or the rights of holders of the notes to receive payments of principal of, or interest or premium on the notes;
- (7) waive a redemption payment with respect to any such note (other than a payment required by one of the covenants described above under the caption "—Repurchase at the Option of Holders"); or
- (8) make any change in the preceding amendment and waiver provisions.

Notwithstanding the preceding, without the consent of any holder of the notes, NRG, the Guarantors and the trustee may amend or supplement the indenture or the notes:

- (1) to cure any ambiguity, mistake, defect or inconsistency;
- (2) to provide for uncertificated notes in addition to or in place of certificated notes;
- (3) to provide for the assumption of NRG's obligations to holders of notes in the case of a merger or consolidation or sale of all or substantially all of NRG's assets;
- (4) to make any change that would provide any additional rights or benefits to the holders of notes or that does not adversely affect the legal rights under any indenture of any such holder;
- (5) to comply with requirements of the Commission in order to effect or maintain the qualification of any indenture under the Trust Indenture Act;
- (6) to conform the text of the indenture or the notes to any provision of this "Description of the Notes";
- (7) to evidence and provide for the acceptance and appointment under the indenture of a successor trustee pursuant to the requirements thereof;

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(8) to provide for the issuance of additional notes of the same series or to provide for the issuance of other series of debt securities, in each case, in accordance with the limitations set forth in the indenture as of the date hereof; or

(9) to allow any Guarantor to execute a supplemental indenture and/or a Subsidiary Guarantee with respect to the notes.

Satisfaction and Discharge

The indenture will be discharged and will cease to be of further effect as to all notes issued thereunder, when:

(1) either:

(a) all such notes that have been authenticated, except lost, stolen or destroyed notes that have been replaced or paid and notes for whose payment money has been deposited in trust and thereafter repaid to NRG, have been delivered to the trustee for such notes for cancellation; or

(b) all such notes that have not been delivered to the trustee for cancellation have become due and payable by reason of the mailing of a notice of redemption or otherwise or will become due and payable within one year and NRG or any Guarantor has irrevocably deposited or caused to be deposited with the trustee as trust funds in trust solely for the benefit of the holders of notes, cash in U.S. dollars, non-callable Government Securities, or a combination of cash in U.S. dollars and non-callable Government Securities, in amounts as will be sufficient, without consideration of any reinvestment of interest, to pay and discharge the entire indebtedness on the notes not delivered to the trustee for cancellation for principal, premium and accrued interest to the date of maturity or redemption;

(2) no Default or Event of Default under such indenture has occurred and is continuing on the date of the deposit (other than a Default or Event of Default resulting from the borrowing of funds to be applied to such deposit) and the deposit will not result in a breach or violation of, or constitute a default under, any other instrument to which NRG or any Guarantor is a party or by which NRG or any Guarantor is bound;

(3) NRG or any Guarantor has paid or caused to be paid all sums payable by it under the indenture; and

(4) NRG has delivered irrevocable instructions to the trustee under the indenture to apply the deposited money toward the payment of the notes at maturity or the redemption date, as the case may be.

In addition, NRG must deliver an officers' certificate and an opinion of counsel to the trustee stating that all conditions precedent to satisfaction and discharge have been satisfied.

Concerning the Trustee

If the trustee becomes a creditor of NRG or any Guarantor, the indenture limits its right to obtain payment of claims in certain cases, or to realize on certain property received in respect of any such claim as security or otherwise. The trustee will be permitted to engage in other transactions; *however*, if it acquires any conflicting interest it must eliminate such conflict within 90 days, apply to the Commission for permission to continue (if such indenture has been qualified under the Trust Indenture Act) or resign.

The holders of a majority in principal amount of the notes that are outstanding will have the right to direct the time, method and place of conducting any proceeding for exercising any remedy available

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to the trustee, subject to certain exceptions. The indenture provides that in case an Event of Default occurs and is continuing, the trustee will be required, in the exercise of its power, to use the degree of care of a prudent man in the conduct of his own affairs. Subject to the provisions of the indenture, the trustee will be under no obligation to exercise any of its rights or powers under the indenture at the request of any holder of notes, unless such holder has offered to the trustee security and indemnity satisfactory to it against any loss, liability or expense.

Additional Information

Anyone who receives this prospectus may obtain a copy of the indenture and the registration rights agreement without charge by writing to NRG Energy, Inc., 804 Carnegie Center, Princeton, NJ 08540, Attention: Investor Relations.

Certain Definitions

Set forth below are certain defined terms used in the indenture. Reference is made to the indenture for a full disclosure of all such terms, as well as any other capitalized terms used herein for which no definition is provided.

"*Affiliate*" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control," as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise; *provided* that beneficial ownership of 10% or more of the Voting Stock of a Person will be deemed to be control. For purposes of this definition, the terms "controlling," "controlled by" and "under common control with" have correlative meanings.

"*Applicable Laws*" means, as to any Person, any law, rule, regulation, ordinance or treaty, or any determination, ruling or other directive by or from a court, arbitrator or other governmental authority, including the Electric Reliability Council of Texas, or any other entity succeeding thereto, in each case applicable to or binding on such Person or any of its property or assets or to which such Person or any of its property or assets is subject.

"*Applicable Premium*" means, with respect to any note on any redemption date, the greater of:

- (1) 1.0% of the principal amount of such note; or
- (2) the excess (if any) of:
 - (a) the present value at such redemption date of (i) the redemption price of such note at May 15, 2021 (such redemption price being set forth in the table appearing above under the caption "—Optional Redemption") *plus* (ii) all required interest payments due on the note through May 15, 2021 (excluding accrued but unpaid interest to the redemption date), computed using a discount rate equal to the Treasury Rate as of such redemption date plus 50 basis points; over
 - (b) the principal amount of the note.

"*Beneficial Owner*" has the meaning assigned to such term in Rule 13d-3 and Rule 13d-5 under the Exchange Act. The terms "Beneficially Owns" and "Beneficially Owned" have a corresponding meaning.

"*Board of Directors*" means:

- (1) with respect to a corporation, the board of directors of the corporation or any committee thereof duly authorized to act on behalf of such board;

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- (2) with respect to a partnership, the Board of Directors of the general partner of the partnership;
- (3) with respect to a limited liability company, the managing member or members or any controlling committee of managing members thereof;
and
- (4) with respect to any other Person, the board or committee of such Person serving a similar function.

"*Capital Lease Obligation*" means, at the time any determination is to be made, the amount of the liability in respect of a capital lease that would at that time be required to be capitalized on a balance sheet in accordance with GAAP, and the Stated Maturity thereof shall be the date of the last payment of rent or any other amount due under such lease prior to the first date upon which such lease may be prepaid by the lessee without payment of a penalty.

"*Capital Stock*" means:

- (1) in the case of a corporation, corporate stock;
- (2) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock;
- (3) in the case of a partnership or limited liability company, partnership interests (whether general or limited) or membership interests; and
- (4) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person, but excluding from all of the foregoing any debt securities convertible into Capital Stock, whether or not such debt securities include any right of participation with Capital Stock.

"*Change of Control*" means the occurrence of any of the following:

- (1) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of NRG and its Subsidiaries taken as a whole to any "person" (as that term is used in Section 13(d) of the Exchange Act, but excluding any employee benefit plan of NRG or any of its Subsidiaries, and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of such plan);
- (2) the adoption of a plan relating to the liquidation or dissolution of NRG; or
- (3) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any "person" (as defined above), other than a corporation owned directly or indirectly by the stockholders of NRG in substantially the same proportion as their ownership of stock of NRG prior to such transaction, becomes the Beneficial Owner, directly or indirectly, of more than 50% of the Voting Stock of NRG, measured by voting power rather than number of shares.

"*Change of Control Offer*" has the meaning assigned to it in the indenture governing the notes.

"*Change of Control Triggering Event*" means (i) a Change of Control has occurred and (ii) the notes are downgraded by either S&P or Moody's on any date during the period commencing 60 days prior to the consummation of such Change of Control and ending 60 days following consummation of such Change of Control.

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"Consolidated Cash Flow" means, with respect to any specified Person for any period, the Consolidated Net Income of such Person for such period plus, without duplication:

- (1) an amount equal to any extraordinary loss (including any loss on the extinguishment or conversion of Indebtedness or any net loss on the disposition of assets), to the extent such losses were deducted in computing such Consolidated Net Income; *plus*
- (2) provision for taxes based on income or profits of such Person and its Subsidiaries for such period, to the extent that such provision for taxes was deducted in computing such Consolidated Net Income; *plus*
- (3) the Fixed Charges of such Person and its Subsidiaries for such period, to the extent that such Fixed Charges were deducted in computing such Consolidated Net Income; *plus*
- (4) any expenses or charges related to any equity offering, investment, acquisition, disposition, recapitalization or Indebtedness permitted to be incurred by the indenture including a refinancing thereof (whether or not successful), including such fees, expenses or charges related to the offering of the notes and the Credit Agreement, and deducted in computing Consolidated Net Income; *plus*
- (5) any professional and underwriting fees related to any equity offering, investment, acquisition, recapitalization or Indebtedness permitted to be incurred under the indenture and, in each case, deducted in such period in computing Consolidated Net Income; *plus*
- (6) the amount of any minority interest expense deducted in calculating Consolidated Net Income (less the amount of any cash dividends paid to the holders of such minority interests); *plus*
- (7) any non-cash gain or loss attributable to mark to market adjustments in connection with Hedging Obligations; *plus*
- (8) without duplication, any writeoffs, writedowns or other non-cash charges reducing Consolidated Net Income for such period, excluding any such charge that represents an accrual or reserve for a cash expenditure for a future period; *plus*
- (9) all items classified as extraordinary, unusual or nonrecurring non-cash losses or charges (including, without limitation, severance, relocation and other restructuring costs), and related tax effects according to GAAP to the extent such non-cash charges or losses were deducted in computing such Consolidated Net Income; *plus*
- (10) depreciation, depletion, amortization (including amortization of intangibles but excluding amortization of prepaid cash expenses that were paid in a prior period) and other non-cash charges and expenses (excluding any such non-cash expense to the extent that it represents an accrual of or reserve for cash expenses in any future period or amortization of a prepaid cash expense that was paid in a prior period) of such Person and its Subsidiaries for such period to the extent that such depreciation, depletion, amortization and other non-cash expenses were deducted in computing such Consolidated Net Income; *minus*
- (11) non-cash items increasing such Consolidated Net Income for such period, other than the accrual of revenue in the ordinary course of business; in each case, on a consolidated basis and determined in accordance with GAAP (including, without limitation, any increase in amortization or depreciation or other non-cash charges resulting from the application of purchase accounting in relation to any acquisition that is consummated after the issue date; *minus*
- (12) interest income for such period.

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"*Consolidated Net Income*" means, with respect to any specified Person for any period, the aggregate of the Net Income of such Person and its Subsidiaries for such period, on a consolidated basis, determined in accordance with GAAP; *provided* that:

- (1) the Net Income of any Person that is not a Subsidiary or that is accounted for by the equity method of accounting will be included only to the extent of the amount of dividends or similar distributions (including pursuant to other intercompany payments but excluding concurrent cash distributions) paid in cash to the specified Person or a Subsidiary of the Person;
- (2) the cumulative effect of a change in accounting principles will be excluded;
- (3) any net after-tax non-recurring or unusual gains, losses (less all fees and expenses relating thereto) or other charges or revenue or expenses (including, without limitation, relating to severance, relocation and one-time compensation charges) shall be excluded;
- (4) any non-cash compensation expense recorded from grants of stock appreciation or similar rights, stock options, restricted stock or other rights to officers, directors or employees shall be excluded, whether under FASB 123R or otherwise;
- (5) any net after-tax income (loss) from disposed or discontinued operations and any net after-tax gains or losses on disposal of disposed or discontinued operations shall be excluded;
- (6) any gains or losses (less all fees and expenses relating thereto) attributable to asset dispositions shall be excluded; and
- (7) any impairment charge or asset write-off pursuant to Financial Accounting Statement No. 142 and No. 144 or any successor pronouncement shall be excluded.

"*continuing*" means, with respect to any Default or Event of Default, that such Default or Event of Default has not been cured or waived.

"*Credit Agreement*" means the Amended and Restated Credit Agreement, dated July 1, 2011, among NRG, the lenders party thereto, Citicorp North America, Inc., as administrative agent and collateral agent, and various other parties acting as joint bookrunner, joint lead arranger or in various agency capacities, as described in this prospectus under the heading "Description of Certain Other Indebtedness and Preferred Stock", as the same may be amended, restated, modified, renewed, refunded, replaced or refinanced from time to time.

"*Credit Facilities*" means (i) one or more debt facilities (including, without limitation, the Credit Agreement) or commercial paper facilities, in each case with banks or other institutional lenders or other counterparties providing for revolving credit loans, term loans, credit-linked deposits (or similar deposits) receivables financing (including through the sale of receivables to such lenders or to special purpose entities formed to borrow from such lenders against such receivables) or letters of credit, (ii) debt securities sold to institutional investors and/or (iii) Hedging Obligations with any counterparties, in each case, as amended, restated, modified, renewed, refunded, replaced or refinanced (including by means of sales of debt securities to institutional investors) in whole or in part from time to time.

"*Default*" means any event that is, or with the passage of time or the giving of notice or both would be, an Event of Default.

"*Environmental CapEx Debt*" means Indebtedness of NRG or any of its Subsidiaries incurred for the purpose of financing capital expenditures to the extent deemed reasonably necessary, as determined by NRG or any of its Subsidiaries, as applicable, in good faith and pursuant to prudent judgment, to comply with applicable Environmental Laws.

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"*Environmental Laws*" means all former, current and future federal, state, local and foreign laws (including common law), treaties, regulations, rules, ordinances and codes, and legally binding decrees, judgments, directives and orders (including consent orders), in each case, relating to protection of the environment, natural resources, occupational health and safety or the presence, release of, or exposure to, hazardous materials, substances or wastes, or the generation, manufacture, processing, distribution, use, treatment, storage, disposal, transport, recycling or handling of, or the arrangement for such activities with respect to, hazardous materials, substances or wastes.

"*Equity Interests*" means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock).

"*Existing Liens*" means Liens on the property or assets of NRG and/or any of its Subsidiaries existing on the date of the indenture securing Indebtedness of NRG or any of its Subsidiaries (other than Liens incurred pursuant to clause (1) of the covenant described above under the caption "—Liens").

"*Fixed Charges*" means, with respect to any specified Person for any period, the sum, without duplication, of:

(1) the consolidated interest expense of such Person and its Subsidiaries for such period, whether paid or accrued, including, without limitation, amortization of debt issuance costs and original issue discount, non-cash interest payments, the interest component of any deferred payment obligations, the interest component of all payments associated with Capital Lease Obligations, and net of the effect of all payments made or received pursuant to Hedging Obligations in respect of interest rates; *plus*

(2) the consolidated interest of such Person and its Subsidiaries that was capitalized during such period; *plus*

(3) any interest accruing on Indebtedness of another Person that is Guaranteed by such Person or one of its Subsidiaries or secured by a Lien on assets of such Person or one of its Subsidiaries, whether or not such Guarantee or Lien is called upon; *plus*

(4) the product of (a) all dividends, whether paid or accrued and whether or not in cash, on any series of preferred stock of such Person or any of its Subsidiaries, other than dividends on Equity Interests payable in Equity Interests of NRG or to NRG or a Subsidiary of NRG, times (b) a fraction, the numerator of which is one and the denominator of which is one minus the then current combined federal, state and local statutory tax rate of such Person, expressed as a decimal, in each case, on a consolidated basis and in accordance with GAAP; *minus*

(5) interest income for such period.

"*GAAP*" means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as have been approved by a significant segment of the accounting profession, which are in effect from time to time; *provided, however*, that if any operating lease would be recharacterized as a capital lease due to changes in the accounting treatment of such operating leases under GAAP since the issue date, then solely with respect to the accounting treatment of any such lease, GAAP shall be interpreted as it was in effect on the issue date.

"*Government Securities*" means direct obligations of, or obligations guaranteed by, the United States of America (including any agency or instrumentality thereof) for the payment of which obligations or guarantees the full faith and credit of the United States of America is pledged and which are not callable or redeemable at the issuer's option.

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"*Guarantee*" means a guarantee other than by endorsement of negotiable instruments for collection in the ordinary course of business, direct or indirect, in any manner including, without limitation, by way of a pledge of assets or through letters of credit or reimbursement agreements in respect thereof, of all or any part of any Indebtedness (whether arising by virtue of partnership arrangements, or by agreements to keep-well, to purchase assets, goods, securities or services, to take or pay or to maintain financial statement conditions or otherwise); *provided* that standard contractual indemnities which do not relate to Indebtedness shall not be considered a Guarantee.

"*Guarantors*" means each of:

- (1) NRG's Subsidiaries that Guarantee the notes on the date of the indenture, until such time as they are released pursuant to the provisions of the indenture; and
- (2) any other Subsidiary that executes a Subsidiary Guarantee in accordance with the provisions of the indenture,

and their respective successors and assigns.

"*Hedging Obligations*" means, with respect to any specified Person, the obligations of such Person under:

- (1) currency exchange, interest rate or commodity swap agreements, currency exchange, interest rate or commodity cap agreements and currency exchange, interest rate or commodity collar agreements; and
- (2) (i) agreements or arrangements designed to protect such Person against fluctuations in currency exchange, interest rates, commodity prices or commodity transportation or transmission pricing or availability; (ii) any netting arrangements, power purchase and sale agreements, fuel purchase and sale agreements, swaps, options and other agreements, in each case, that fluctuate in value with fluctuations in energy, power or gas prices; and (iii) agreements or arrangements for commercial or trading activities with respect to the purchase, transmission, distribution, sale, lease or hedge of any energy related commodity or service.

"*Indebtedness*" means, with respect to any specified Person, any indebtedness of such Person (excluding accrued expenses and trade payables, except as provided in clause (5) below, and surety bonds), whether or not contingent:

- (1) in respect of borrowed money;
- (2) evidenced by bonds, notes, debentures or similar instruments or letters of credit (or reimbursement agreements in respect thereof);
- (3) in respect of banker's acceptances;
- (4) representing Capital Lease Obligations in respect of sale and leaseback transactions;
- (5) representing the balance of deferred and unpaid purchase price of any property or services with a scheduled due date more than six months after such property is acquired or such services are completed; or
- (6) representing the net amount owing under any Hedging Obligations, if and to the extent any of the preceding items (other than letters of credit and Hedging Obligations) would appear as a liability upon a balance sheet of the specified Person prepared in accordance with GAAP.

In addition, the term "*Indebtedness*" includes all Indebtedness of others secured by a Lien on any asset of the specified Person (whether or not such Indebtedness is assumed by the specified Person) and, to the extent not otherwise included, the Guarantee by the specified Person of any Indebtedness

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of any other Person; *provided* that the amount of such Indebtedness shall be deemed not to exceed the lesser of the amount secured by such Lien and the value of the Person's property securing such Lien.

"*issue date*" means May 23, 2016.

"*Lien*" means, with respect to any asset:

- (1) any mortgage, deed of trust, deed to secure debt, lien (statutory or otherwise), pledge, hypothecation, encumbrance, restriction, collateral assignment, charge or security interest in, on or of such asset;
- (2) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset; and
- (3) in the case of Equity Interests or debt securities, any purchase option, call or similar right of a third party with respect to such Equity Interests or debt securities.

"*Moody's*" means Moody's Investors Service, Inc. or any successor entity.

"*Necessary CapEx Debt*" means Indebtedness of NRG or any of its Subsidiaries incurred for the purpose of financing capital expenditures (other than capital expenditures financed by Environmental CapEx Debt) that are required by Applicable Law or are undertaken for health and safety reasons. The term "Necessary CapEx Debt" does not include any Indebtedness incurred for the purpose of financing capital expenditures undertaken primarily to increase the efficiency of, expand or re-power any power generation facility.

"*Net Income*" means, with respect to any specified Person, the net income (loss) of such Person, determined in accordance with GAAP and before any reduction in respect of preferred stock dividends or accretion, excluding, however:

- (1) any gain or loss, together with any related provision for taxes on such gain or loss, realized in connection with the disposition of any securities by such Person or any of its Subsidiaries or the extinguishment of any Indebtedness of such Person or any of its Subsidiaries; and
- (2) any extraordinary gain or loss, together with any related provision for taxes on such extraordinary gain or loss.

"*Non-Recourse Debt*" means Indebtedness as to which neither NRG nor any of its Subsidiaries is liable as a guarantor or otherwise.

"*Obligations*" means any principal, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities payable under the documentation governing any Indebtedness.

"*Person*" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, limited liability company or government or other entity.

"*Principal Property*" means any building, structure or other facility, and all related property, plant or equipment or other long-term assets used or useful in the ownership, development, construction or operation of such building, structure or other facility owned or leased by NRG or any Guarantor and having a net book value in excess of 2.0% of Total Assets, except any such building, structure or other facility (or related property, plant or equipment) that in the opinion of the Board of Directors is not of material importance to the business conducted by NRG and its consolidated Subsidiaries, taken as a whole.

"*Pro Forma Cost Savings*" means, without duplication, with respect to any period, reductions in costs and related adjustments that have been actually realized or are projected by NRG's Chief

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Financial Officer in good faith to result from reasonably identifiable and factually supportable actions or events, but only if such reductions in costs and related adjustments are so projected by NRG to be realized during the consecutive four-quarter period commencing after the transaction giving rise to such calculation.

"*Project Debt*" means Indebtedness of one or more Project Subsidiaries incurred for the purpose of holding, constructing or acquiring power generation facilities or related or ancillary assets or properties; *provided* that NRG is not liable with respect to such Indebtedness except to the extent of a non-recourse pledge of equity interests in one or more Project Subsidiaries.

"*Project Subsidiary*" means any Subsidiary of NRG held for the purpose of holding, constructing or acquiring power generation facilities or related or ancillary assets or properties and any Subsidiary of NRG whose assets consist primarily of equity interests in one or more other Project Subsidiaries; *provided* that a Subsidiary will cease to be a Project Subsidiary if it Guarantees any Indebtedness of NRG other than obligations of NRG related to Project Debt of one or more Project Subsidiaries.

"*Refinancing Liens*" means Liens granted in connection with amending, extending, modifying, renewing, replacing, refunding or refinancing in whole or in part any Indebtedness secured by Liens described in clauses (2) through (10) of the covenant described above under the caption "—Liens"; *provided* that Refinancing Liens do not (a) extend to property or assets other than property or assets of the type that were subject to the original Lien or (b) secure Indebtedness having a principal amount in excess of the amount of Indebtedness being extended, renewed, replaced or refinanced, plus the amount of any fees and expenses (including premiums) related to any such extension, renewal, replacement or refinancing.

"S&P" means Standard & Poor's Ratings Group or any successor entity.

"*Secured Leverage Ratio*" means, as of any date of determination (for purposes of this definition, the "*Calculation Date*"), the ratio of (a) the Total Secured Debt as of such date to (b) the Consolidated Cash Flow of NRG for the four most recent full fiscal quarters ending immediately prior to such date for which financial statements are publicly available. For purposes of making the computation referred to above:

- (1) investments and acquisitions that have been made by NRG or any of its Subsidiaries, including through mergers or consolidations, or any Person or any of its Subsidiaries acquired by NRG or any of its Subsidiaries, and including any related financing transactions and including increases in ownership of Subsidiaries, during the four-quarter reference period or subsequent to such reference period and on or prior to the Calculation Date will be given pro forma effect (in accordance with Regulation S-X under the Securities Act, but including all Pro Forma Cost Savings) as if they had occurred on the first day of the four-quarter reference period;
- (2) the Consolidated Cash Flow attributable to discontinued operations, as determined in accordance with GAAP, and operations or businesses (and ownership interests therein) disposed of prior to the Calculation Date, will be excluded;
- (3) any Person that is a Subsidiary on the Calculation Date will be deemed to have been a Subsidiary at all times during such four-quarter period; and
- (4) any Person that is not a Subsidiary on the Calculation Date will be deemed not to have been a Subsidiary at any time during such four-quarter period.

"*Significant Subsidiary*" means any Subsidiary that would be a "significant subsidiary" as defined in Article 1, Rule 1-02 of Regulation S-X, promulgated pursuant to the Securities Act, as such Regulation is in effect on the date of the indenture.

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"*Stated Maturity*" means, with respect to any installment of interest or principal on any series of Indebtedness, the date on which the payment of interest or principal was scheduled to be paid in the documentation governing such Indebtedness as of the date of the indenture, and will not include any contingent obligations to repay, redeem or repurchase any such interest or principal prior to the date originally scheduled for the payment thereof.

"*Subsidiary*" means, with respect to any specified Person:

(1) any corporation, association or other business entity of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency and after giving effect to any voting agreement or stockholders' agreement that effectively transfers voting power) to vote in the election of directors, managers or trustees of the corporation, association or other business entity is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person (or a combination thereof); and

(2) any partnership (a) the sole general partner or the managing general partner of which is such Person or a Subsidiary of such Person or (b) the only general partners of which are that Person or one or more Subsidiaries of that Person (or any combination thereof).

"*Subsidiary Guarantee*" means the Guarantee by each Guarantor of NRG's obligations under the indenture and on the notes, executed pursuant to the provisions of the indenture.

"*Total Assets*" means the total consolidated assets of NRG and its Subsidiaries determined on a consolidated basis in accordance with GAAP, as shown on the most recent balance sheet of NRG.

"*Total Secured Debt*" means, as of any date of determination, the aggregate principal amount of Indebtedness of NRG and the Guarantors outstanding on such date that is secured by a Lien on any property or assets of NRG or any of the Guarantors (including Capital Stock of Subsidiaries of NRG or Indebtedness of Subsidiaries of NRG); *provided* that (i) Total Secured Debt will include only the amount of payments that NRG or any of the Guarantors would be required to make, on the date Total Secured Debt is being determined, in the event of any early termination or similar event on such date of determination and (ii) for the avoidance of doubt, Total Secured Debt will not include the undrawn amount of any outstanding letters of credit.

"*Treasury Rate*" means, as of any redemption date, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two business days prior to the redemption date (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from the redemption date to May 15, 2021; *provided, however*, that if the period from the redemption date to May 15, 2021 is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used.

"*Voting Stock*" of any Person as of any date means the Capital Stock of such Person that is at the time entitled to vote in the election of the Board of Directors of such Person.

BOOK-ENTRY, DELIVERY AND FORM

The Exchange Notes will be initially represented by one or more global notes in fully registered form without interest coupons (the "Global Notes"). The Global Notes will be deposited with the trustee, as custodian for DTC, in New York, New York, and registered in the name of DTC or its nominee, in each case for the credit to an account of a direct or indirect participant in DTC as described below. We expect that, pursuant to procedures established by DTC, (i) upon the issuance of the Global Notes, DTC or its custodian will credit, on its internal system, the principal amount at maturity of the individual beneficial interests represented by such Global Notes to the respective accounts of persons who have accounts with such depository ("participants") and (ii) ownership of beneficial interests in the Global Notes will be shown on, and the transfer of such ownership will be effected only through, records maintained by DTC or its nominee (with respect to interests of participants) and the records of participants (with respect to interests of persons other than participants). Such accounts initially will be designated by or on behalf of the initial purchasers and ownership of beneficial interests in the Global Notes will be limited to participants or persons who hold interests through participants. Holders may hold their interests in the Global Notes directly through DTC if they are participants in such system, or indirectly through organizations that are participants in such system.

So long as DTC or its nominee is the registered owner or holder of the notes, DTC or such nominee, as the case may be, will be considered the sole owner or holder of the notes represented by such Global Notes for all purposes under the indenture. No beneficial owner of an interest in the Global Notes will be able to transfer that interest except in accordance with DTC's procedures, in addition to those provided for under the indenture with respect to the notes.

Payments of the principal of, premium (if any), and interest on, the Global Notes will be made to DTC or its nominee, as the case may be, as the registered owner thereof. None of the Issuer, the trustee or any paying agent will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests in the Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interest.

We expect that DTC or its nominee, upon receipt of any payment of principal of, premium (if any), and interest on the Global Notes, will credit participants' accounts with payments in amounts proportionate to their respective beneficial interests in the principal amount of the Global Notes as shown on the records of DTC or its nominee. We also expect that payments by participants to owners of beneficial interests in the Global Notes held through such participants will be governed by standing instructions and customary practice, as is now the case with securities held for the accounts of customers registered in the names of nominees for such customers. Such payments will be the responsibility of such participants.

Transfers between participants in DTC will be effected in the ordinary way through DTC's same-day funds system in accordance with DTC rules and will be settled in same-day funds.

DTC has advised us that it will take any action permitted to be taken by a holder of notes (including the presentation of notes for exchange as described below) only at the direction of one or more participants to whose account the DTC interests in the Global Notes are credited and only in respect of such portion of the aggregate principal amount of notes as to which such participant or participants has or have given such direction. However, if there is an event of default under the indenture governing the notes, DTC will exchange the global notes for Certificated Notes (as defined below), which it will distribute to its participants.

DTC has advised us as follows: DTC is a limited-purpose trust company organized under New York banking law, a "banking organization" within the meaning of the New York banking law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York

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Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Exchange Act. DTC holds and provides asset servicing for issues of U.S. and non-U.S. equity, corporate and municipal debt issues that participants deposit with DTC. DTC also facilitates the post-trade settlement among participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between participants' accounts. This eliminates the need for physical movement of securities certificates. Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. Access to the DTC system is also available to indirect participants such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a participant, either directly or indirectly.

Although DTC has agreed to the foregoing procedures in order to facilitate transfers of interests in the Global Notes among participants of DTC, it is under no obligation to perform such procedures, and such procedures may be discontinued at any time. None of us, the trustee or any paying agent will have any responsibility for the performance by DTC or its participants or indirect participants of their respective obligations under the rules and procedures governing their operations.

Certificated Securities

A Global Note is exchangeable for certificated notes in fully registered form without interest coupons ("Certificated Securities") only in the following limited circumstances:

- DTC notifies us that it is unwilling or unable to continue as depository for the Global Notes and we fail to appoint a successor depository within 90 days of such notice, or
- there shall have occurred and be continuing an event of default with respect to the notes under the indenture and DTC shall have requested the issuance of Certificated Securities.

The laws of some states require that certain persons take physical delivery in definitive form of securities that they own. Consequently, the ability to transfer the notes is and will be limited to such extent.

CERTAIN FEDERAL INCOME TAX CONSEQUENCES(1)

The following is a summary of certain United States federal income tax considerations relating to the exchange of Old Notes for Exchange Notes in the exchange offer. It does not contain a complete analysis of all the potential tax considerations relating to the exchange. This summary is limited to holders of Old Notes who hold the Old Notes as "capital assets" (in general, assets held for investment). Special situations, such as the following, are not addressed:

- tax consequences to holders who may be subject to special tax treatment, such as tax-exempt entities, dealers in securities or currencies, banks, other financial institutions, insurance companies, regulated investment companies, traders in securities that elect to use a mark-to-market method of accounting for their securities holdings or corporations that accumulate earnings to avoid United States federal income tax;
- tax consequences to persons holding notes as part of a hedging, integrated, constructive sale or conversion transaction or a straddle or other risk reduction transaction;
- tax consequences to holders whose "functional currency" is not the United States dollar;
- tax consequences to persons who hold notes through a partnership or similar pass-through entity;
- United States federal gift tax, estate tax or alternative minimum tax consequences, if any; or
- any state, local or non-United States tax consequences.

The discussion below is based upon the provisions of the United States Internal Revenue Code of 1986, as amended, existing and proposed Treasury regulations promulgated thereunder, and rulings, judicial decisions and administrative interpretations thereunder, as of the date hereof. Those authorities may be changed, perhaps retroactively, so as to result in United States federal income tax consequences different from those discussed below.

Consequences of tendering Old Notes

The exchange of your Old Notes for Exchange Notes in the exchange offer should not constitute an exchange for United States federal income tax purposes because the Exchange Notes should not be considered to differ materially in kind or extent from the Old Notes. Accordingly, the exchange offer should have no United States federal income tax consequences to you if you exchange your Old Notes for Exchange Notes. For example, there should be no change in your tax basis and your holding period should carry over to the Exchange Notes. In addition, the United States federal income tax consequences of holding and disposing of your Exchange Notes should be the same as those applicable to your Old Notes.

The preceding discussion of certain United States federal income tax considerations of the exchange offer is for general information only and is not tax advice. Accordingly, each investor should consult its own tax advisor as to particular tax consequences to it of exchanging Old Notes for Exchange Notes, including the applicability and effect of any state, local or foreign tax laws, and of any proposed changes in applicable laws.

(1) Greg Gallagher to review and provide comment.

PLAN OF DISTRIBUTION

Each broker-dealer that receives Exchange Notes for its own account pursuant to the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of Exchange Notes. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker or dealer in connection with resales of Exchange Notes received in exchange for Old Notes if the Old Notes were acquired as a result of market-making activities or other trading activities.

We have agreed to make this prospectus, as amended or supplemented, available to any broker-dealer to use in connection with any such resale for a period of at least one year after the expiration date. In addition, until (90 days after the date of this prospectus), all broker-dealers effecting transactions in the Exchange Notes may be required to deliver a prospectus.

We will not receive any proceeds from any sale of Exchange Notes by broker-dealers. Exchange Notes received by broker-dealers for their own account pursuant to the exchange offer may be sold from time to time in one or more transactions:

- in the over-the-counter market;
- in negotiated transactions; or
- through the writing of options on the Exchange Notes or a combination of such methods of resale.

These resales may be made:

- at market prices prevailing at the time of resale;
- at prices related to such prevailing market prices; or
- at negotiated prices.

Any such resale may be made directly to purchasers or to or through brokers or dealers. Brokers or dealers may receive compensation in the form of commissions or concessions from any such broker-dealer or the purchasers of any such Exchange Notes. Any broker or dealer that resells Exchange Notes that were received by it for its own account in the exchange offer may be deemed to be an underwriter within the meaning of the Securities Act.

Any profit on any resale of Exchange Notes and any commissions or concessions received by any broker or dealer may be deemed to be underwriting compensation under the Securities Act. The letter of transmittal states that, by acknowledging that it will deliver and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

Furthermore, any broker-dealer that acquired any of its Old Notes directly from us and any broker or dealer that participates in a distribution of the Exchange Notes:

- may not rely on the applicable interpretation of the Staff of the SEC's position contained in Exxon Capital Holdings Corp., SEC no-action letter (April 13, 1988), Morgan, Stanley & Co. Inc., SEC no-action letter (June 5, 1991) and Shearman & Sterling, SEC no-action letter (July 2, 1993) and therefore may not participate in the exchange offer; and
- must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale of the Old Notes.

For a period of one year after the expiration of the exchange offer we will promptly send additional copies of this prospectus and any amendment or supplement to this prospectus to any broker-dealer that requests those documents in the letter of transmittal. We have agreed to pay all expenses incident to performance of our obligations in connection with the exchange offer, other than commissions or concessions of any brokers or dealers. We will indemnify the holders of the Exchange Notes (including any broker-dealers) against certain liabilities, including liabilities under the Securities Act, and will contribute to payments that they may be required to make in request thereof.

LEGAL MATTERS

Certain legal matters relating to the validity of the Exchange Notes will be passed upon for us by Kirkland & Ellis LLP, Chicago, Illinois. Certain matters of Minnesota law will be passed on by Stinson Leonard Street LLP, Minneapolis, Minnesota. Certain matters of Oregon law will be passed on by Perkins Coie LLP, Portland, Oregon. Certain matters of Vermont law will be passed on by Paul Frank + Collins P.C., Burlington, Vermont.

EXPERTS

The consolidated financial statements and schedules of NRG Energy, Inc. as of December 31, 2015 and 2014, and for each of the years in the three-year period ended December 31, 2015, and management's assessment of internal control over financial reporting as of December 31, 2015 have been incorporated by reference herein, in reliance upon the reports of KPMG LLP, independent registered public accounting firm, incorporated by reference herein, and upon authority of said firms as experts in accounting and auditing.



NRG Energy, Inc.

**Exchange Offer for
\$1,000,000,000**

7.250% Senior Notes due 2026

PROSPECTUS

, 2016

We have not authorized any dealer, salesperson or other person to give any information or represent anything to you other than the information contained in this prospectus. You may not rely on unauthorized information or representations.

This prospectus does not offer to sell or ask for offers to buy any of the securities in any jurisdiction where it is unlawful, where the person making the offer is not qualified to do so, or to any person who cannot legally be offered the securities.

The information in this prospectus is current only as of the date on its cover, and may change after that date. For any time after the cover date of this prospectus, we do not represent that our affairs are the same as described or that the information in this prospectus is correct, nor do we imply those things by delivering this prospectus or selling securities to you.

Until _____, 2017, all dealers that effect transactions in these securities, whether or not participating in the exchange offer may be required to deliver a prospectus. This is in addition to the dealers' obligations to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

**PART II
INFORMATION NOT REQUIRED IN PROSPECTUS**

Item 20. Indemnification of Directors and Officers.

Delaware

Section 145 of the Delaware General Corporation Law (the "DGCL") authorizes a corporation, subject to the procedures and limitations stated therein, to indemnify its directors, officers, employees and agents against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement reasonably incurred provided they act in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the corporation, and with respect to any criminal action or proceeding, they had no reasonable cause to believe their conduct was unlawful. In the case of proceedings brought by or on behalf of the corporation, indemnification is limited to expenses and is not permitted if the individual is adjudged liable to the corporation, unless the court determines otherwise. The statute provides that indemnification pursuant to its provisions is not exclusive of other rights of indemnification to which a person may be entitled under any by-law, agreement, vote of stockholders or disinterested directors or otherwise.

Article NINE of our Amended and Restated Certificate of Incorporation provides for the limitation of liability of directors and for the indemnification of directors and officers. Article NINE states that to the fullest extent permitted by the DGCL, and except as otherwise provided in our by-laws, (i) no director of the Company shall be liable to the Company or its stockholders for monetary damages arising from a breach of fiduciary duty owed to the Company or its stockholders; and (ii) the Company shall indemnify its officers and directors.

Set forth below are material provisions of Article FIVE of our Third Amended and Restated By-laws that authorize the indemnification of directors and officers:

- Section 1 of Article FIVE provides that our directors and officers shall be indemnified and held harmless by the Company to the fullest extent authorized by the DGCL. In addition, this right of indemnification continues to persons who have ceased to be our directors or officers and to his or her heirs, executors and administrators; provided, however, that, except with respect to proceedings to enforce rights to indemnification, the Company shall not indemnify any such indemnitee in connection with a proceeding initiated by such indemnitee except to the extent such proceeding was authorized in writing by the Board of Directors of the Company.
- Section 3 of Article FIVE provides that the Company may purchase and maintain insurance on its own behalf and on behalf of any person who is or was a director, officer, employee or agent of the Company against any expense, liability or loss asserted against him or her and incurred by him or her in any such capacity, whether or not the Company would have the power to indemnify such person against such expenses, liability or loss under the DGCL.
- Section 5 of Article FIVE provides that the rights to indemnification conferred in Article FIVE of our by-laws and in our certificate of incorporation shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, by-law, agreement, vote of stockholders or disinterested directors or otherwise.

The charter documents of each of NRG Generation Holdings, Inc. and Texas Genco Financing Corp. provide for the indemnification of directors and officers to the fullest extent authorized by the DGCL.

The bylaws of NRG Generation Holdings, Inc. provide, subject to certain exceptions, for the indemnification of all current and former directors, officers, employees or agents against expenses, judgments, fines and amounts paid in connection with actions (other than actions by or in the right of the corporation for which the person seeking indemnification has been adjudicated liable to the

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corporation) taken against such person by reason of the fact that he or she was a director, officer, employee or agent of the corporation. The bylaws of Texas Genco Financing Corp. provide, subject to certain exceptions, for the indemnification of all current and former directors, officers, employees or agents against expenses, judgments, fines and amounts paid in connection with actions to which such person is a party by reason of the fact that he or she was a director, officer, employee or agent of the corporation, except that the corporation shall be required to indemnify a person for an action initiated by that person only if the proceeding was authorized by the board of directors. The bylaws of Green Mountain Energy Company, Indian River Operations Inc., NRG Affiliate Services Inc., NRG Arthur Kill Operations Inc., NRG Astoria Gas Turbine Operations Inc., NRG Cabrillo Power Operations Inc., NRG Connecticut Affiliate Services Inc., NRG Development Company Inc., NRG Devon Operations Inc., NRG Dunkirk Operations, Inc., NRG El Segundo Operations Inc., NRG Huntley Operations Inc., NRG Mextrans Inc., NRG MidAtlantic Affiliate Services Inc., NRG Middletown Operations Inc., NRG Montville Operations Inc., NRG North Central Operations, Inc., NRG Northeast Affiliate Services Inc., NRG Norwalk Harbor Operations Inc., NRG Operating Services Inc., NRG Oswego Harbor Power Operations Inc., NRG PacGen Inc., NRG Services Corporation, NRG Saguaro Operations Inc., NRG Energy Services International, Inc., NRG South Central Affiliate Services Inc., NRG South Central Operations Inc., NRG Western Affiliate Services Inc., O'Brien Cogeneration, Inc. II, Somerset Operations Inc. and Vienna Operations, Inc. provide generally for the indemnification of directors and officers to the fullest extent authorized by the DGCL, except that the corporation shall be required to indemnify a person for an action initiated by that person only if the proceeding was authorized by the board of directors.

Section 18-108 of the Delaware Limited Liability Company Act provides that a limited liability company may, and shall have the power to, indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever.

The limited liability company agreements of each of Arthur Kill Power LLC, Astoria Gas Turbine Power LLC, Conemaugh Power LLC, Bayou Cove Peaking Power, LLC, Connecticut Jet Power LLC, Devon Power LLC, Dunkirk Power LLC, Huntley Power LLC, Indian River Power LLC, Keystone Power LLC, Middletown Power LLC, Montville Power LLC, NEO Freehold-Gen LLC, Norwalk Power LLC, NRG Advisory Services LLC, NRG Bayou Cove LLC, NRG Business Services LLC, NRG California Peaker Operations LLC, NRG Ecolap Holdings LLC, NRG Greenco LLC, NRG Ilion LP LLC, NRG International LLC, NRG New Roads Holdings LLC, NRG Rockford Acquisition LLC, NRG SPV #1 LLC, NRG South Central Generating LLC, NRG West Coast LLC, Oswego Harbor Power LLC, Saguaro Power LLC, Somerset Power LLC and Vienna Power LLC provide, to the fullest extent permitted under Delaware law, that the companies may indemnify any member, manager, officer, employee or agent of the companies from and against any and all claims and demands arising by reason of the fact that such person is, or was, a member, manager, officer, employee or agent of the companies, provided the person acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of the company.

The limited liability company agreements of each of Allied Home Warranty GP LLC, Cabrillo Power I LLC, Cabrillo Power II LLC, El Segundo Power, LLC, NRG Energy Labor Services LLC, NRG Energy Services Group LLC, NRG SimplySmart Solutions LLC and WCP (Generation) Holdings LLC provide that the companies shall indemnify each member representative from any claims asserted by or on behalf of any person that are attributable to such representative's service on the management committee, other than such claims arising out of the fraud or willful misconduct of such representative.

The limited liability company agreements of each of GCP Funding Company LLC, Louisiana Generating LLC, New Genco GP LLC, Texas Genco LP, LLC and Texas Genco Operating Services LLC provide that the companies shall, to the fullest extent permitted by Delaware law, indemnify any member, officer, or their respective affiliates or agents, for any loss, damage or claim

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incurred by such person by reason of any act or omission performed or omitted by such person in good faith on behalf of the company and in a manner reasonably believed to be within the scope of the authority conferred on such member or officer by the limited liability company agreement.

The limited liability company agreements of each of Energy Alternatives Wholesale, LLC, Energy Plus Holdings LLC, Everything Energy LLC, Gregory Partners, LLC, Gregory Power Partners, LLC, Independence Energy Alliance LLC, Independence Energy Group LLC, Independence Energy Natural Gas LLC, NRG Cedar Bayou Development Company LLC, NRG Business Solutions LLC, NRG Connected Home LLC, NRG Construction LLC, NRG Curtailment Solutions Holdings LLC, NRG Dispatch Services LLC, NRG Distributed Generation PR LLC, NRG Energy Efficiency-L LLC, NRG Energy Efficiency-P LLC, NRG Home & Business Solutions LLC, NRG Home Solutions LLC, NRG Home Solutions Product LLC, NRG Homer City Services LLC, NRG HQ DG LLC, NRG Identity Protect LLC, NRG Maintenance Services LLC, NRG Portable Power LLC, NRG Power Marketing LLC, NRG Reliability Solutions LLC, NRG Renter's Protection LLC, NRG Retail Northeast LLC, NRG Security LLC, NRG Texas LLC, NRG Texas Power LLC, NRG Texas Gregory LLC, NRG Warranty Services LLC, Reliant Energy Northeast LLC, West Coast Power LLC and US Retailers LLC provide that the companies shall, to the fullest extent permitted by Delaware law, indemnify any member, manager, or their respective affiliates or agents, for any losses arising from any actions in which the covered person is involved by reason of the covered person's relation to the company. The covered persons shall not be entitled to indemnification with respect to any claim with respect to which the covered person has engaged in fraud, willful misconduct, bad faith or gross negligence, or with respect to any claim brought by the covered person unless authorized by the board.

The limited liability company agreement of Meriden Gas Turbines LLC provides that the companies shall indemnify any member, officer, or their respective affiliates or agents, against any claims that arise out of, related to or are otherwise attributable to, directly or indirectly, a breach by the member of the limited liability company agreement, and for the negligence, gross negligence or willful misconduct of the member in connection with the agreement.

Section 17-108 of the Delaware Revised Uniform Limited Partnership Act empowers a Delaware limited partnership to indemnify and hold harmless any partner or other persons from and against any and all claims and demands whatsoever.

California

Section 317 of the California General Corporation Law ("CAGCL") authorizes a court to award, or a corporation to grant, indemnity to officers, directors and other agents for reasonable expenses incurred in connection with the defense or settlement of an action by or in the right of the corporation or in a proceeding by reason of the fact that the person is or was an officer, director, or agent of the corporation. Indemnity is available where the person party to a proceeding or action acted in good faith and in a manner reasonably believed to be in the best interests of the corporation and its shareholders and, with respect to criminal actions, had no reasonable cause to believe his conduct was unlawful. To the extent a corporation's officer, director or agent is successful on the merits in the defense of any proceeding or any claim, issue or related matter, that person shall be indemnified against expenses actually and reasonably incurred. Under Section 317 of the CAGCL, expenses incurred in defending any proceeding may be advanced by the corporation prior to the final disposition of the proceeding upon receipt of any undertaking by or on behalf of the officer, director, employee or agent to repay that amount if it is ultimately determined that the person is not entitled to be indemnified. Indemnifications are to be made by a majority vote of a quorum of disinterested directors, or by approval of members not including those persons to be indemnified, or by the court in which such proceeding is or was pending upon application made by either the corporation, the agent, the attorney, or other person rendering services in connection with the defense. The indemnification

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provided by Section 317 is not exclusive of any other rights to which those seeking indemnification may be entitled.

Section 17155 of the Beverly-Killea Limited Liability Company Act, which provides that, except for a breach of certain fiduciary duties, the articles of organization or written operating agreement of a limited liability company may provide for indemnification of any person, including, without limitation, any manager, member, officer, employee or agent of the limited liability company, against judgments, settlements, penalties, fines or expenses of any kind incurred as a result of acting in that capacity.

The limited liability company agreement of Eastern Sierra Energy Company LLC is silent regarding indemnification of directors and officers.

New York

Section 724 of the Business Corporation Law of the State of New York (the "NYBSC") provides that notwithstanding the failure of a corporation to provide indemnification, indemnification shall be awarded by a court to the extent authorized under the NYBSC. Application therefor may be made, in every case, either: (1) in the civil action or proceeding in which the expenses were incurred or other amounts were paid, or (2) to the supreme court in a separate proceeding, in which case the application shall set forth the disposition of any previous application made to any court for the same or similar relief and also reasonable cause for the failure to make application for such relief in the action or proceeding in which the expenses were incurred or other amounts were paid. Where indemnification is sought by judicial action, the court may allow a person such reasonable expenses, including attorneys' fees, during the pendency of the litigation as are necessary in connection with his defense therein, if the court shall find that the defendant has by his pleadings or during the course of the litigation raised genuine issues of fact or law.

The amended and restated bylaws of Ace Energy, Inc., BidURenergy, Inc. NRG Curtailment Solutions, Inc. are silent regarding indemnification of directors and officers.

Minnesota

Section 302A.521 of the Minnesota Business Corporation Act provides that a corporation shall indemnify any person made or threatened to be made a party to a proceeding by reason of the former or present official capacity of such person, under certain circumstances and subject to certain conditions and limitations as stated therein and set forth in the articles of incorporation or bylaws of such corporation, against judgments, penalties, fines (including, without limitation, excise taxes assessed against such person with respect to any employee benefit plan), settlements and reasonable expenses (including attorneys' fees and disbursements incurred by such person in connection with the proceeding) if, with respect to the acts or omissions of such person complained of in the proceeding, such person: has not been indemnified therefor by another organization or employee benefit plan, acted in good faith, received no improper personal benefit and, in the case of a conflict of interest, any requirements relating to directors' conflicts of interest as set forth under the Minnesota Statutes Section 302A.255, as applicable, have been satisfied, in the case of a criminal proceeding, had no reasonable cause to believe the conduct was unlawful, and reasonably believed that the conduct was in the best interests of the corporation or reasonably believed that the conduct was not opposed to the best interests of the corporation.

The bylaws of NEO Corporation provide that the corporation shall indemnify any person made or threatened to be made a party to a proceeding by reason of the former or present official capacity of the person acting for the corporation or acting in an official capacity with another entity at the direction or request of the corporation, according to the terms and under the procedures provided in Minnesota Statutes Section 302A.

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Oregon

The Oregon Business Corporation Act (the "OBCA") permits a corporation to include in its articles of incorporation a provision limiting or eliminating personal liability of a director to the corporation and its shareholders for monetary damages for conduct as a director, except for (a) any breach of the director's duty of loyalty to the corporation or its shareholders; (b) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (c) any unlawful distribution; and (d) any transaction from which the director derived an improper personal benefit. The OBCA permits indemnification of officers and directors of the Registrant under certain conditions and subject to certain limitations. Section 60.411 of the OBCA also provides that a corporation has the power to purchase and maintain insurance on behalf of an individual against any liability asserted against or incurred by the individual who is or was a director, officer, employee or agent of the corporation or who, while a director, officer, employee or agent of the corporation, is or was serving at the request of the corporation as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, even if the corporation had no power to indemnify the individual against such liability under the provisions of Sections 60.391 or 60.394.

The bylaws of ONSITE Energy, Inc. provide that the corporation shall indemnify to the fullest extent permitted by the OBCA any person against any proceeding by reason of the fact that the person is or was a director of the corporation or serves at the request of an officer or director of the corporation.

Texas

Article 2.02-1 of the Texas Business Corporation Act ("TXBCA") authorizes a Texas corporation to indemnify a person who was, is, or is threatened to be made a named defendant or respondent in a proceeding, including any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative, or investigative because the person is or was a director. The TXBCA provides that unless a court of competent jurisdiction determines otherwise, indemnification is permitted only if it is determined that the person (1) conducted himself in good faith; (2) reasonably believed (a) in the case of conduct in his official capacity as a director of the corporation, that his conduct was in the corporation's best interests; and (b) in all other cases, that his conduct was at least not opposed to the corporation's best interests; and (3) in the case of any criminal proceeding, had no reasonable cause to believe his conduct was unlawful. A person may be indemnified under Article 2.02-1 of the TXBCA against judgments, penalties (including excise and similar taxes), fines, settlements, and reasonable expenses actually incurred by the person (including court costs and attorneys' fees), but if the person is found liable to the corporation or is found liable on the basis that personal benefit was improperly received by him, the indemnification is limited to reasonable expenses actually incurred and shall not be made in respect of any proceeding in which the person has been found liable for willful or intentional misconduct in the performance of his duty to the corporation. A corporation is obligated under Article 2.02-1 of the TXBCA to indemnify a director or officer against reasonable expenses incurred by him in connection with a proceeding in which he is named defendant or respondent because he is or was director or officer if he has been wholly successful, on the merits or otherwise, in the defense of the proceeding. Under Article 2.02-1 of the TXBCA a corporation may (1) indemnify and advance expenses to an officer, employee, agent or other persons who are or were serving at the request of the corporation as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another entity to the same extent that it may indemnify and advance expenses to its directors, (2) indemnify and advance expenses to directors and such other persons identified in (1) to such further extent, consistent with law, as may be provided in the corporation's articles of incorporation, bylaws, action of its board of directors, or contract or as permitted by common law and (3) purchase and maintain insurance or another arrangement on behalf

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of directors and such other persons identified in (1) against any liability asserted against him and incurred by him in such a capacity or arising out of his status as such a person.

The bylaws of Texas Genco Holdings, Inc. provide for indemnification of directors and officers to the fullest extent permissible under Texas law. The bylaws also provide the company may indemnify any other agent of the company in connection with their agency to the fullest extent permissible under Texas law. The certificates of incorporation of Cirro Energy Services, Inc. and Cirro Group, Inc. provide for indemnification of directors and officers to the fullest extent permissible under Texas law.

Article 2.20 of the Texas Limited Liability Company Act authorizes a limited liability company to indemnify members and managers, officers, and other persons and purchase and maintain liability insurance for such persons. To the extent that at law or in equity, a member, manager, officer, or other person has duties (including fiduciary duties) and liabilities relating thereto to a limited liability company or to another member or manager, such duties and liabilities may be expanded or restricted by provisions in the regulations.

The regulations of Energy Choice Solutions LLC, NRG Home Services LLC and Texas Genco GP, LLC provide for indemnification of members, managers, officers, employees or agents of the company to the full extent permissible under Texas law who are party to any action by reason of the indemnitee's relation to the company, provided the indemnitee acted in good faith and in a manner the indemnitee reasonably believed to be in or not opposed to the best interests of the company, and, with respect to any criminal action or proceeding, did not have reasonable cause to believe the indemnitee's conduct was unlawful. The limited liability company agreements of Allied Warranty LLC and Forward Home Security, LLC provide for the indemnification of any member, manager, or their respective affiliates or agents, for any losses arising from any actions in which the covered person is involved by reason of the covered person's relation to the company. The covered persons shall not be entitled to indemnification with respect to any claim with respect to which the covered person has engaged in fraud, willful misconduct, bad faith or gross negligence, or with respect to any claim brought by the covered person unless authorized by the board.

Article 11 of the Texas Revised Limited Partnership Act ("TRLPA") provides for the indemnification of a general partner, limited partner, employee or agent by the limited partnership under certain circumstances against expenses and liabilities incurred in legal proceedings involving such persons because of their being or having been a general partner, limited partner, employee or agent of the limited partnership. Under the TRLPA, a limited partnership may purchase insurance on behalf of a general partner, limited partner, employee or agent of the limited partnership against any liability incurred regardless of whether the person could be indemnified under the TLRPA.

The limited partnership agreements of NRG South Texas LP and Texas Genco Services, LP provide for the indemnification of any general partner, limited partner, employee or agent of the partnership to the fullest extent permissible under Texas law in any action to which the indemnitee becomes, or is threatened to be made, a respondent or defendant because of the indemnitee's relation to the partnership. The partnerships may also purchase insurance against any liabilities incurred with regard to a general partner, limited partner, employee or agent.

Vermont

The Vermont Business Corporation Act (11A Section 8.51, Section 8.52, Section 8.54, Section 8.55 and Section 8.56) provides that a corporation may indemnify an individual party to a proceeding if such individual was a director who conducted himself in good faith or the director believed his conduct was in the best interests of the corporation.

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The bylaws of Energy Protection Insurance Company provide for indemnification of parties to the fullest extent permissible under the Vermont Business Corporation Act and satisfies certain standards of conduct.

Item 21. Exhibits.

Reference is made to the attached Exhibit Index.

Item 22. Undertakings.

(a) Each of the undersigned registrants hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided, however, that paragraphs (a)(1)(i), (a)(1)(ii) and (a)(1)(iii) of this section do not apply if information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to section 13 or section 15(d) of the Exchange Act that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act to any purchaser:

(i) Each prospectus filed by the registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement;

(ii) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by section 10(a) of the Securities Act shall be deemed to be part of and included in

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the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date; and

(iii) Each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A (§230.430A of this chapter), shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(5) That, for the purpose of determining liability of the registrant under the Securities Act to any purchaser in the initial distribution of the securities, the undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this Registration Statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(b) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

(c) Each of the undersigned registrants hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of such annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities

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offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(d) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the provisions referred to in Item 15, or otherwise, each of the registrants has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by such registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, such registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

(e) The undersigned registrants hereby undertake to respond to requests for information that is incorporated by reference into the prospectus pursuant to Items 4, 10(b), 11, or 13 of this Form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

(f) The undersigned registrants hereby undertake to supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Energy, Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG ENERGY, INC.

By: /s/ MAURICIO GUTIERREZ

Name: Mauricio Gutierrez

Title: *President and Chief Executive Officer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer (principal accounting officer)
<u>/s/ HOWARD E. COSGROVE</u> Howard E. Cosgrove	Chairman of the Board of Directors
<u>/s/ EDWARD R. MULLER</u> Edward R. Muller	Vice Chairman of the Board of Directors

<u>Signature</u>	<u>Title</u>
<hr/> <i>/s/ E. SPENCER ABRAHAM</i> E. Spencer Abraham	Director
<hr/> <i>/s/ KIRBYJON H. CALDWELL</i> Kirbyjon H. Caldwell	Director
<hr/> <i>/s/ LAWRENCE S. COBEN</i> Lawrence S. Coben	Director
<hr/> <i>/s/ TERRY G. DALLAS</i> Terry G. Dallas	Director
<hr/> <i>/s/ WILLIAM E. HANTKE</i> William E. Hantke	Director
<hr/> <i>/s/ PAUL W. HOBBY</i> Paul W. Hobby	Director
<hr/> <i>/s/ ANNE C. SCHAUMBURG</i> Anne C. Schaumburg	Director
<hr/> <i>/s/ EVAN J. SILVERSTEIN</i> Evan J. Silverstein	Director
<hr/> <i>/s/ THOMAS H. WEIDEMEYER</i> Thomas H. Weidemeyer	Director
<hr/> <i>/s/ WALTER R. YOUNG</i> Walter R. Young	Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Ace Energy, Inc., a New York corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

ACE ENERGY, INC.

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ ROBERT J. GAUDETTE</u> Robert J. Gaudette	Sole Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Allied Warranty LLC, a Texas limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

ALLIED WARRANTY LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Vice President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG HOME SOLUTIONS LLC	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Vice President and Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Allied Home Warranty GP LLC, a Texas limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

ALLIED HOME WARRANTY GP LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Vice President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG HOME SOLUTIONS LLC	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Vice President and Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Arthur Kill Power LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

ARTHUR KILL POWER LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Senior Vice President and Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Astoria Gas Turbine Power LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, December 14, 2016.

ASTORIA GAS TURBINE POWER LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Senior Vice President and Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Bayou Cove Peaking Power, LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, December 14, 2016.

BAYOU COVE PEAKING POWER, LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG BAYOU COVE LLC	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, BidUReenergy, Inc., a New York corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

BIDURENERGY, INC.

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ ROBERT J. GAUDETTE</u> Robert J. Gaudette	Sole Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Cabrillo Power I LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

CABRILLO POWER I LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
WEST COAST POWER LLC	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Cabrillo Power II LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

CABRILLO POWER II LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
WEST COAST POWER LLC	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Carbon Management Solutions LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

CARBON MANAGEMENT SOLUTIONS LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Senior Vice President and Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Cirro Energy Services, Inc., a Texas corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

CIRRO ENERGY SERVICES, INC.

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ ELIZABETH R. KILLINGER</u> Elizabeth R. Killinger	Sole Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Cirro Group, Inc., a Texas corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

CIRRO GROUP, INC.

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ ELIZABETH R. KILLINGER</u> Elizabeth R. Killinger	Sole Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Clean Edge Energy LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

CLEAN EDGE ENERGY LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG POWER MARKETING LLC	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Conemaugh Power LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

CONEMAUGH POWER LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Senior Vice President and Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Connecticut Jet Power LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

CONNECTICUT JET POWER LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Senior Vice President and Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Cottonwood Development LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

COTTONWOOD DEVELOPMENT LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG SOUTH CENTRAL GENERATING LLC	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Cottonwood Energy Company LP, a Delaware limited partnership, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

COTTONWOOD ENERGY COMPANY LP

By: Cottonwood Generating Partners I LLC, its General Partner

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
COTTONWOOD GENERATING PARTNERS I LLC	General Partner
By: <u>/s/ GAETAN FROTTE</u> Name: Gaetan Frotte Title: <i>Treasurer</i>	

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Cottonwood Generating Partners I LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

COTTONWOOD GENERATING PARTNERS I LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
COTTONWOOD DEVELOPMENT LLC	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Cottonwood Generating Partners II LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

COTTONWOOD GENERATING PARTNERS II LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
COTTONWOOD DEVELOPMENT LLC	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Cottonwood Generating Partners III LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

COTTONWOOD GENERATING PARTNERS III LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
COTTONWOOD DEVELOPMENT LLC	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Cottonwood Technology Partners LP, a Delaware limited partnership, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

COTTONWOOD TECHNOLOGY PARTNERS LP

By: Cottonwood Generating Partners I LLC, its General Partner

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
COTTONWOOD ENERGY COMPANY LP	General Partner

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Devon Power LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

DEVON POWER LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Senior Vice President and Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Dunkirk Power LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

DUNKIRK POWER LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Senior Vice President and Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Eastern Sierra Energy Company LLC, a California limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

EASTERN SIERRA ENERGY COMPANY LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
SAGUARO POWER LLC	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, El Segundo Power, LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

EL SEGUNDO POWER, LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
WEST COAST POWER LLC	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, El Segundo Power II LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

EL SEGUNDO POWER II LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
WEST COAST POWER LLC	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Energy Alternatives Wholesale, LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

ENERGY ALTERNATIVES WHOLESAL, LLC

By: /s/ KRISHNA KOOMAR

Name: Krishna Koomar
Title: *Vice President*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY SERVICES GROUP LLC	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Energy Choice Solutions LLC, a Texas limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

ENERGY CHOICE SOLUTIONS, LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ADVISORY SERVICES LLC	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Energy Plus Holdings LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

ENERGY PLUS HOLDINGS LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

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Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG RETAIL LLC	Sole Member

By: /s/ GAETAN FROTTE
Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Energy Plus Natural Gas LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

ENERGY PLUS NATURAL GAS LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
ENERGY PLUS HOLDINGS LLC	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Energy Protection Insurance Company, a Vermont corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

ENERGY PROTECTION INSURANCE COMPANY

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer) and Director
<u>/s/ DEAN R. JOBKO</u> Dean R. Jobko	Director
<u>/s/ DERICK WHITE</u> Derick White	Director (Independent)

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Everything Energy LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

EVERYTHING ENERGY LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG RETAIL LLC	Sole Member

By: /s/ GAETAN FROTTE
Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Forward Home Security, LLC, a Texas limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

FORWARD HOME SECURITY, LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG SECURITY LLC	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, GCP Funding Company, LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

GCP FUNDING COMPANY, LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG TEXAS LLC	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Green Mountain Energy Company, a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

GREEN MOUNTAIN ENERGY COMPANY

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasury*

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Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ ELIZABETH R. KILLINGER</u> Elizabeth R. Killinger	Sole Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Gregory Partners, LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

GREGORY PARTNERS, LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG TEXAS GREGORY LLC	Sole Member

By: /s/ GAETAN FROTTE
Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Gregory Power Partners, LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

GREGORY POWER PARTNERS, LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG TEXAS GREGORY LLC	Sole Member

By: /s/ GAETAN FROTTE
Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Huntley Power LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

HUNTLEY POWER LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Senior Vice President and Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Independence Energy Alliance LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

INDEPENDENCE ENERGY ALLIANCE LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
INDEPENDENCE ENERGY GROUP LLC	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Independence Energy Group LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

INDEPENDENCE ENERGY GROUP LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
ENERGY PLUS HOLDINGS LLC	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Independence Energy Natural Gas LLC, a Delaware limited liability company, has duly caused this to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

INDEPENDENCE ENERGY NATURAL GAS LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
INDEPENDENCE ENERGY GROUP LLC	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Indian River Operations Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

INDIAN RIVER OPERATIONS INC.

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ CHRISTOPHER S. MOSER</u> Christopher S. Moser	Sole Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Indian River Power LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

INDIAN RIVER POWER LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Senior Vice President and Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Keystone Power LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

KEYSTONE POWER LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Senior Vice President and Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Langford Wind Power, LLC, a Texas limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

LANGFORD WIND POWER, LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Vice President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG WIND DEVELOPMENT COMPANY, LLC	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Vice President and Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Louisiana Generating LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

LOUISIANA GENERATING LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG SOUTH CENTRAL GENERATING LLC	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Meriden Gas Turbines LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

MERIDEN GAS TURBINES LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Senior Vice President and Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Middletown Power LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

MIDDLETOWN POWER LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Senior Vice President and Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Montville Power LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

MONTVILLE POWER LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Senior Vice President and Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NEO Corporation, a Minnesota corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NEO CORPORATION

By: /s/ KRISHNA KOOMAR

Name: Krishna Koomar
Title: *Vice President*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ JAMES V. LOCHER</u> James V. Locher	Sole Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NEO Freehold-Gen LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NEO FREEHOLD-GEN LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NEO CORPORATION	Sole Member
By: <u>/s/ KRISHNA KOOMAR</u> Name: Krishna Koomar Title: <i>Vice President</i>	

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NEO Power Services Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NEO POWER SERVICES INC.

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ JAMES V. LOCHER</u> James V. Locher	Sole Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, New Genco GP, LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NEW GENCO GP, LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG TEXAS LLC	Sole Member

By: /s/ GAETAN FROTTE
Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Norwalk Power LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NORWALK POWER LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Senior Vice President and Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Advisory Services LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG ADVISORY SERVICES LLC.

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Senior Vice President and Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Affiliate Services Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG AFFILIATE SERVICES INC.

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ JENNIFER WALLACE</u> Jennifer Wallace	Sole Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Artesian Energy LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG ARTESIAN ENERGY LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG TEXAS LLC	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Arthur Kill Operations Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG ARTHUR KILL OPERATIONS INC.

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ CHRISTOPHER S. MOSER</u> Christopher S. Moser	Sole Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Astoria Gas Turbine Operations Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG ASTORIA GAS TURBINE OPERATIONS INC.

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ CHRISTOPHER S. MOSER</u> Christopher S. Moser	Sole Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Bayou Cove LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG BAYOU COVE LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG SOUTH CENTRAL GENERATING LLC	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Business Services LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG BUSINESS SERVICES LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Senior Vice President and Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Business Solutions LLC, a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG BUSINESS SOLUTIONS LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
RELIANT ENERGY NORTHEAST LLC	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Cabrillo Power Operations Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG CABRILLO POWER OPERATIONS INC.

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ CHRISTOPHER S. MOSER</u> Christopher S. Moser	Sole Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG California Peaker Operations LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG CALIFORNIA PEAKER OPERATIONS LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG OPERATING SERVICES, INC.	Sole Member

By: /s/ KRISHNA KOOMAR

Name: Krishna Koomar
Title: *Vice President and Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Cedar Bayou Development Company, LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG CEDAR BAYOU DEVELOPMENT COMPANY, LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Senior Vice President and Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Connected Home LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG CONNECTED HOME LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG SECURITY LLC	Sole Member

By: /s/ GAETAN FROTTE
Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Connecticut Affiliate Services Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG CONNECTICUT AFFILIATE SERVICES INC.

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ JENNIFER WALLACE</u> Jennifer Wallace	Sole Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Construction LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG CONSTRUCTION LLC

By: /s/ RACHEL SMITH

Name: Rachel Smith
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Senior Vice President and Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Curtailment Solutions, Inc., a New York corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG CURTAILMENT SOLUTIONS, INC.

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ ROBERT J. GAUDETTE</u> Robert J. Gaudette	Sole Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Curtailment Solutions Holdings LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG CURTAILMENT SOLUTIONS HOLDINGS LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Senior Vice President and Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Development Company Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG DEVELOPMENT COMPANY INC.

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ JOHN CHILLEMI</u> John Chillemi	Sole Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Devon Operations Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG DEVON OPERATIONS INC.

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ CHRISTOPHER S. MOSER</u> Christopher S. Moser	Sole Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Dispatch Services LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG DISPATCH SERVICES LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG HOME & BUSINESS SOLUTIONS LLC	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Distributed Generation PR LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG DISTRIBUTED GENERATION PR LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Vice President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY SERVICES GROUP LLC	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Dunkirk Operations Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG DUNKIRK OPERATIONS INC.

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ CHRISTOPHER S. MOSER</u> Christopher S. Moser	Sole Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG ECOKAP Holdings LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG ECOKAP HOLDINGS LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Senior Vice President and Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG El Segundo Operations Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG EL SEGUNDO OPERATIONS INC.

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ CHRISTOPHER S. MOSER</u> Christopher S. Moser	Sole Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Energy Efficiency-L LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG ENERGY EFFICIENCY-L LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Vice President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY SERVICES GROUP LLC	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Energy Efficiency-P LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG ENERGY EFFICIENCY-P LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY SERVICES GROUP LLC	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Energy Labor Services LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG ENERGY LABOR SERVICES LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY SERVICES GROUP LLC	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Energy Services Group LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG ENERGY SERVICES GROUP LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Senior Vice President and Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Energy Services International Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG ENERGY SERVICES INTERNATIONAL, INC.

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Vice President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ DONALD SOBOTIK</u> Donald Sobotik	Sole Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Energy Services LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG ENERGY SERVICES LLC

By: /s/ RACHEL SMITH

Name: Rachel Smith
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY SERVICES GROUP LLC	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Generation Holdings, Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG GENERATION HOLDINGS, INC.

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ CHRISTOPHER O'HARA</u> Christopher O'Hara	Director
<u>/s/ JUDITH LAGANO</u> Judith Lagano	Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Greenco LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG GREENCO LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Senior Vice President and Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Home & Business Solutions LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG HOME & BUSINESS SOLUTIONS LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
RELIANT ENERGY RETAIL HOLDINGS, LLC	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Home Services LLC, a Texas limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG HOME SERVICES LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Vice President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG HOME SOLUTIONS LLC	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Vice President and Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Home Solutions LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG HOME SOLUTIONS LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Vice President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG HOME & BUSINESS SOLUTIONS LLC	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Home Solutions Product LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG HOME SOLUTIONS PRODUCT LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG HOME & BUSINESS SOLUTIONS LLC	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Homer City Services LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG HOMER CITY SERVICES LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY SERVICES GROUP LLC	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG HQ DG LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG HQ DG LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Senior Vice President and Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Huntley Operations Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG HUNTLEY OPERATIONS INC.

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ CHRISTOPHER S. MOSER</u> Christopher S. Moser	Sole Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Identity Protect LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG IDENTITY PROTECT LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

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Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG HOME & BUSINESS SOLUTIONS LLC	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Ilion Limited Partnership, a Delaware limited partnership, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG ILION LIMITED PARTNERSHIP

By: NRG Rockford Acquisition LLC, its General Partner

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

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Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ROCKFORD ACQUISITION LLC	General Partner
By: <u>/s/ GAETAN FROTTE</u> Name: Gaetan Frotte Title: <i>Treasurer</i>	

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Ilion LP LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG ILION LP LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Senior Vice President and Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG International LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG INTERNATIONAL LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Senior Vice President and Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Maintenance Services LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG MAINTENANCE SERVICES LLC

By: /s/ RACHEL SMITH

Name: Rachel Smith
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY SERVICES GROUP LLC	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Mextrans Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG MEXTRANS INC.

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ JOHN CHILLEMI</u> John Chillemi	Sole Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG MidAtlantic Affiliate Services Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG MIDATLANTIC AFFILIATE SERVICES INC.

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ JENNIFER WALLACE</u> Jennifer Wallace	Sole Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Middletown Operations Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG MIDDLETOWN OPERATIONS INC.

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ CHRISTOPHER S. MOSER</u> Christopher S. Moser	Sole Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Montville Operations Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG MONTVILLE OPERATIONS INC.

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ CHRISTOPHER S. MOSER</u> Christopher S. Moser	Sole Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG New Roads Holdings LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG NEW ROADS HOLDINGS LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG SOUTH CENTRAL GENERATING LLC	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG North Central Operations Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG NORTH CENTRAL OPERATIONS INC.

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ CHRISTOPHER S. MOSER</u> Christopher S. Moser	Sole Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Northeast Affiliate Services Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG NORTHEAST AFFILIATE SERVICES INC.

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ JENNIFER WALLACE</u> Jennifer Wallace	Sole Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Norwalk Harbor Operations Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG NORWALK HARBOR OPERATIONS INC.

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ CHRISTOPHER S. MOSER</u> Christopher S. Moser	Sole Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Operating Services, Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG OPERATING SERVICES, INC.

By: /s/ KRISHNA KOOMAR

Name: Krishna Koomar

Title: *Vice President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ CHRISTOPHER S. MOSER</u> Christopher S. Moser	Sole Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Oswego Harbor Power Operations Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG OSWEGO HARBOR POWER OPERATIONS INC.

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ CHRISTOPHER S. MOSER</u> Christopher S. Moser	Sole Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG PacGen Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG PACGEN INC.

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ JOHN CHILLEMI</u> John Chillemi	Sole Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Portable Power LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG PORTABLE POWER LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG HOME & BUSINESS SOLUTIONS LLC	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Power Marketing LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG POWER MARKETING LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Senior Vice President and Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Reliability Solutions LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG RELIABILITY SOLUTIONS LLC

By: /s/ RACHEL SMITH

Name: Rachel Smith
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY SERVICES GROUP LLC	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Renter's Protection LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG RENTER'S PROTECTION LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG HOME & BUSINESS SOLUTIONS LLC	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Retail LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG RETAIL LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Senior Vice President and Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Retail Northeast LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG RETAIL NORTHEAST LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Vice President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Senior Vice President and Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Rockford Acquisition LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG ROCKFORD ACQUISITION LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Senior Vice President and Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Saguario Operations Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG SAGUARO OPERATIONS INC.

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ GLEN MACKEY</u> Glen Mackey	Sole Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Security LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG SECURITY LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG HOME & BUSINESS SOLUTIONS LLC	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Services Corporation, a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG SERVICES CORPORATION

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ JENNIFER WALLACE</u> Jennifer Wallace	Sole Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG SimplySmart Solutions LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG SIMPLYSMART SOLUTIONS LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG RETAIL LLC	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG South Central Affiliate Services Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG SOUTH CENTRAL AFFILIATE SERVICES INC.

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ JENNIFER WALLACE</u> Jennifer Wallace	Sole Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG South Central Generating LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG SOUTH CENTRAL GENERATING LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Senior Vice President and Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG South Central Operations Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG SOUTH CENTRAL OPERATIONS INC.

By: /s/ KRISHNA KOOMAR

Name: Krishna Koomar
Title: *Vice President*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ CHRISTOPHER S. MOSER</u> Christopher S. Moser	Sole Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG South Texas LP, a Texas limited partnership, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG SOUTH TEXAS LP

By: Texas Genco GP, LLC, its General Partner

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
TEXAS GENCO GP, LLC	General Partner
By: <u>/s/ GAETAN FROTTE</u> Name: Gaetan Frotte Title: <i>Treasurer</i>	

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG SPV #1 LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG SPV #1 LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY SERVICES GROUP LLC	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Texas C&I Supply LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG TEXAS C&I SUPPLY LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG RETAIL LLC	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Texas Gregory LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG TEXAS GREGORY LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG TEXAS LLC	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Texas Holding Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG TEXAS HOLDING INC.

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ DUDLEY D. ZAHN</u> Dudley D. Zahn	Director
<u>/s/ CHRISTOPHER O'HARA</u> Christopher O'Hara	Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Texas LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG TEXAS LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Senior Vice President and Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Texas Power LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG TEXAS POWER LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG TEXAS LLC	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Warranty Services LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG WARRANTY SERVICES LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG HOME & BUSINESS SOLUTIONS LLC	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG West Coast LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG WEST COAST LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Senior Vice President and Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Western Affiliate Services Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

NRG WESTERN AFFILIATE SERVICES INC.

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ JENNIFER WALLACE</u> Jennifer Wallace	Sole Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, O'Brien Cogeneration, Inc. II, a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

O'BRIEN COGENERATION, INC. II

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ JOHN CHILLEMI</u> John Chillemi	Sole Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, ONSITE Energy, Inc., an Oregon corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

ONSITE ENERGY, INC.

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ JOHN CHILLEMI</u> John Chillemi	Director
<u>/s/ SEAN BEATTY</u> Sean Beatty	Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Oswego Harbor Power LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

OSWEGO HARBOR POWER LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Senior Vice President and Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, RE Retail Receivables, LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

RE RETAIL RECEIVABLES, LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
RELIANT ENERGY RETAIL SERVICES, LLC	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Reliant Energy Northeast LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

RELIANT ENERGY NORTHEAST LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
RELIANT ENERGY RETAIL HOLDINGS, LLC	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Reliant Energy Power Supply, LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

RELIANT ENERGY POWER SUPPLY, LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
RELIANT ENERGY RETAIL HOLDINGS, LLC	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Reliant Energy Retail Holdings, LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

RELIANT ENERGY RETAIL HOLDINGS, LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
RERH HOLDINGS, LLC	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Reliant Energy Retail Services, LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

RELIANT ENERGY RETAIL SERVICES, LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
RELIANT ENERGY RETAIL HOLDINGS, LLC	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, RERH Holdings, LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

RERH HOLDINGS, LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG RETAIL, LLC	Sole Member

By: /s/ GAETAN FROTTE
Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Saguaro Power LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

SAGUARO POWER LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG WEST COAST LLC	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Somerset Operations Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

SOMERSET OPERATIONS INC.

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ CHRISTOPHER S. MOSER</u> Christopher S. Moser	Sole Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Somerset Power LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

SOMERSET POWER LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Senior Vice President and Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Texas Genco Financing Corp., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

TEXAS GENCO FINANCING CORP.

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ CHRISTOPHER O'HARA</u> Christopher O'Hara	Director
<u>/s/ JUDITH LAGANO</u> Judith Lagano	Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Texas Genco GP, LLC, a Texas limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

TEXAS GENCO GP, LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
TEXAS GENCO HOLDINGS, INC.	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Texas Genco Holdings, Inc., a Texas limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

TEXAS GENCO HOLDINGS, INC.

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
/s/ MAURICIO GUTIERREZ _____ Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
/s/ KIRKLAND B. ANDREWS _____ Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
/s/ DAVID CALLEN _____ David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
/s/ CHRISTOPHER O'HARA _____ Christopher O'Hara	Director
/s/ JUDITH LAGANO _____ Judith Lagano	Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Texas Genco LP, LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

TEXAS GENCO LP, LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
TEXAS GENCO HOLDINGS, INC.	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Texas Genco Operating Services LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

TEXAS GENCO OPERATING SERVICES LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG TEXAS LLC	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Texas Genco Services, LP, a Texas limited partnership, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

TEXAS GENCO SERVICES, LP

By: New Genco GP, LLC, its General Partner

By: /s/ GAETAN FROTTE

 Name: Gaetan Frotte
 Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
/s/ MAURICIO GUTIERREZ _____ Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
/s/ KIRKLAND B. ANDREWS _____ Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
/s/ DAVID CALLEN _____ David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NEW GENCO GP, LLC	General Partner

By: /s/ GAETAN FROTTE

 Name: Gaetan Frotte
 Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, US Retailers LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

US RETAILERS LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG RETAIL LLC.	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Vienna Operations Inc., a Delaware corporation, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

VIENNA OPERATIONS INC.

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ CHRISTOPHER S. MOSER</u> Christopher S. Moser	Sole Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Vienna Power LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

VIENNA POWER LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Senior Vice President and Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, WCP (Generation) Holdings LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

WCP (GENERATION) HOLDINGS LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG WEST COAST LLC	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, West Coast Power LLC, a Delaware limited liability company, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Princeton, State of New Jersey, on December 14, 2016.

WEST COAST POWER LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David R. Hill and Brian E. Curci, and each of them singly, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 14, 2016.

<u>Signature</u>	<u>Title</u>
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	President, Chief Executive Officer and Director of NRG Energy, Inc. (principal executive officer)
<u>/s/ KIRKLAND B. ANDREWS</u> Kirkland B. Andrews	Executive Vice President and Chief Financial Officer of NRG Energy, Inc. (principal financial officer)
<u>/s/ DAVID CALLEN</u> David Callen	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
WCP (GENERATION) HOLDINGS LLC	Sole Member

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte
Title: *Treasurer*

EXHIBIT INDEX

Exhibit No.	Description	Method of Filing
3.01(a)	Amended and Restated Certificate of Incorporation of NRG Energy, Inc.	Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 10-Q filed on May 3, 2012
3.01(b)	Certificate of Amendment of Amended and Restated Certificate of Incorporation of NRG Energy, Inc.	Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on December 14, 2012
3.02	Third Amended and Restated By-Laws of NRG Energy, Inc.	Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on December 7, 2016
3.03	Certificate of Incorporation of Ace Energy, Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on September 10, 2014
3.04	Amended & Restated By-Laws of Ace Energy, Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on September 10, 2014
3.05	Certificate of Formation of Allied Home Warranty GP LLC	Filed herewith
3.06	Limited Liability Company Agreement Allied Home Warranty GP LLC	Filed herewith
3.07	Certificate of Formation of Allied Warranty LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on March 22, 2013
3.08	Limited Liability Company Agreement of Allied Warranty LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on March 22, 2013
3.09	Certificate of Formation of Arthur Kill Power LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.10	Limited Liability Company Agreement of Arthur Kill Power LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.11	Certificate of Formation of Astoria Gas Turbine Power LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.12	Limited Liability Company Agreement of Astoria Gas Turbine Power LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.13	Certificate of Formation of Bayou Cove Peaking Power, LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on September 10, 2014

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
3.14	Third Amended and Restated Limited Liability Company Agreement of Bayou Cove Peaking Power, LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on September 10, 2014
3.15	Certificate of Incorporation of BidUREnergy, Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on September 10, 2014
3.16	Amended & Restated By-Laws of BidUREnergy, Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on September 10, 2014
3.17	Certificate of Formation of Cabrillo Power I LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.18	Limited Liability Company Agreement of Cabrillo Power I LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.19	Certificate of Formation of Cabrillo Power II LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.20	Limited Liability Company Agreement of Cabrillo Power II LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.21	Certificate of Formation of Carbon Management Solutions LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.22	Limited Liability Company Agreement of Carbon Management Solutions LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.23	Articles of Incorporation of Cirro Energy Services, Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on September 10, 2014
3.24	Amended and Restated Bylaws of Cirro Energy Services, Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on September 10, 2014
3.25	Articles of Incorporation of Cirro Group, Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on September 10, 2014
3.26	Amended and Restated Bylaws of Cirro Group, Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on September 10, 2014
3.27	Certificate of Formation of Clean Edge Energy LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
3.28	Limited Liability Company Agreement of Clean Edge Energy LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.29	Certificate of Formation of Conemaugh Power LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.30	Limited Liability Company Agreement of Conemaugh Power LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.31	Certificate of Formation of Connecticut Jet Power LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.32	Limited Liability Company Agreement of Connecticut Jet Power LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.33	Certificate of Formation of Cottonwood Development LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.34	Limited Liability Company Agreement of Cottonwood Development LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.35	Certificate of Formation of Cottonwood Energy Company LP	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.36	Limited Partnership Agreement of Cottonwood Energy Company LP	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.37	Certificate of Formation of Cottonwood Generating Partners I LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.38	Limited Liability Company Agreement of Cottonwood Generating Partners I LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.39	Certificate of Formation of Cottonwood Generating Partners II LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.40	Limited Liability Company Agreement of Cottonwood Generating Partners II LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.41	Certificate of Formation of Cottonwood Generating Partners III LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
3.42	Limited Liability Company Agreement of Cottonwood Generating Partners III LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.43	Certificate of Limited Partnership of Cottonwood Technology Partners LP	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.44	Limited Partnership Agreement of Cottonwood Technology Partners LP	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.45	Certificate of Formation of Devon Power LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.46	Limited Liability Company Agreement of Devon Power LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.47	Certificate of Formation of Dunkirk Power LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.48	Limited Liability Company Agreement of Dunkirk Power LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.49	Articles of Organization of Eastern Sierra Energy Company LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on March 22, 2013
3.50	Limited Liability Company Agreement of Eastern Sierra Energy Company LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on March 22, 2013
3.51	Certificate of Formation of El Segundo Power, LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.52	Limited Liability Company Agreement of El Segundo Power, LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.53	Certificate of Formation of El Segundo Power II LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.54	Limited Liability Company Agreement of El Segundo Power II LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.55	Certificate of Formation of Energy Alternatives Wholesale, LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on March 22, 2013

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
3.56	Limited Liability Company Agreement of Energy Alternatives Wholesale, LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on March 22, 2013
3.57	Certificate of Formation of Energy Choice Solutions LLC	Filed herewith
3.58	Amended and Restated Limited Liability Company Agreement of Energy Choice Solutions LLC	Filed herewith
3.59	Certificate of Incorporation of NRG Curtailment Solutions, Inc., as amended	Filed herewith
3.60	Amended & Restated By-Laws of NRG Curtailment Solutions, Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on September 10, 2014
3.61	Certificate of Formation of Energy Plus Holdings LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 11, 2014
3.62	Amended and Restated Limited Liability Company Agreement of Energy Plus Holdings LLC, as amended	Filed herewith
3.63	Certificate of Formation of Energy Plus Natural Gas LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4, as amended, filed on January 13, 2012
3.64	Limited Liability Company Agreement of Energy Plus Natural Gas LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4, as amended, filed on January 13, 2012
3.65	Articles of Incorporation of Energy Protection Insurance Company	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on July 11, 2011
3.66	By-Laws of Energy Protection Insurance Company	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on July 11, 2011
3.67	Certificate of Formation of Everything Energy LLC	Incorporated herein by reference to NRG Energy Inc.'s Registration Statement on Form S-4 filed on March 22, 2013
3.68	Second Amended and Restated Limited Liability Company Agreement of Everything Energy LLC, as amended	Filed herewith
3.69	Certificate of Formation of Forward Home Security, LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 11, 2014

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
3.70	Amended and Restated Limited Liability Company Agreement of Forward Home Security, LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 11, 2014
3.71	Certificate of Formation of GCP Funding Company, LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.72	Limited Liability Company Agreement of GCP Funding Company, LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.73	Certificate of Incorporation of Green Mountain Energy Company	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.74	By-Laws of Green Mountain Energy Company	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.75	Certificate of Formation of Gregory Partners, LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on September 10, 2014
3.76	Amended & Restated Limited Liability Company Agreement of Gregory Partners, LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on September 10, 2014
3.77	Certificate of Formation of Gregory Power Partners LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on September 10, 2014
3.78	Limited Liability Company Agreement of Gregory Power Partners LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on September 10, 2014
3.79	Certificate of Formation of Huntley Power LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.80	Limited Liability Company Agreement of Huntley Power LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.81	Certificate of Formation of Independence Energy Alliance LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 16, 2011
3.82	Limited Liability Company Agreement of Independence Energy Alliance LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 16, 2011
3.83	Certificate of Formation of Independence Energy Group LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 16, 2011

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
3.84	Limited Liability Company Agreement of Independence Energy Group LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 16, 2011
3.85	Certificate of Formation of Independence Energy Natural Gas LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 16, 2011
3.86	Limited Liability Company Agreement of Independence Energy Natural Gas LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 16, 2011
3.87	Certificate of Incorporation of Indian River Operations Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.88	By-Laws of Indian River Operations Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.89	Certificate of Formation of Indian River Power LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.90	Limited Liability Company Agreement of Indian River Power LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.91	Certificate of Formation of Keystone Power LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.92	Limited Liability Company Agreement of Keystone Power LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.93	Certificate of Formation of Langford Wind Power, LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.94	Limited Liability Company Agreement of Langford Wind Power, LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.95	Certificate of Formation of NRG Home Services LLC	Filed herewith
3.96	Amended and Restated Limited Liability Company Agreement of NRG Home Services LLC	Filed herewith
3.97	Certificate of Formation of Louisiana Generating LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
3.98	Limited Liability Company Agreement of Louisiana Generating LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.99	Certificate of Formation of Meriden Gas Turbines LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on July 11, 2011
3.100	Limited Liability Company Agreement of Meriden Gas Turbines LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on July 11, 2011
3.101	Certificate of Formation of Middletown Power LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.102	Limited Liability Company Agreement of Middletown Power LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.103	Certificate of Formation of Montville Power LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.104	Limited Liability Company Agreement of Montville Power LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.105	Articles of Incorporation of NEO Corporation	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.106	By-Laws of NEO Corporation	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.107	Certificate of Formation of NEO Freehold-Gen LLC	Incorporated herein by reference to NRG Energy Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.108	Amended and Restated Limited Liability Company Agreement of NEO Freehold-Gen LLC	Filed herewith
3.109	Certificate of Incorporation of NEO Power Services Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.110	By-Laws of NEO Power Services Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.111	Certificate of Formation of New Genco GP, LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
3.112	Limited Liability Company Agreement of New Genco GP, LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.113	Certificate of Formation of Norwalk Power LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.114	Limited Liability Company Agreement of Norwalk Power LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.115	Certificate of Formation of NRG Advisory Services LLC	Filed herewith
3.116	Limited Liability Company Agreement of NRG Advisory Services LLC	Filed herewith
3.117	Certificate of Incorporation of NRG Affiliate Services Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.118	By-Laws of NRG Affiliate Services Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.119	Certificate of Formation of NRG Artesian Energy LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.120	Limited Liability Company Agreement of NRG Artesian Energy LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.121	Certificate of Incorporation of NRG Arthur Kill Operations Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.122	By-Laws of NRG Arthur Kill Operations Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.123	Certificate of Incorporation of NRG Astoria Gas Turbine Operations Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.124	By-Laws of NRG Astoria Gas Turbine Operations Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.125	Certificate of Formation of NRG Bayou Cove LLC	Incorporated herein by reference to NRG Energy Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.126	Amended and Restated Limited Liability Company Agreement of NRG Bayou Cove LLC	Filed herewith

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
3.127	Certificate of Formation of NRG Business Services LLC	Filed herewith
3.128	Limited Liability Company Agreement NRG Business Services LLC	Filed herewith
3.129	Certificate of Formation of NRG Business Solutions LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on September 10, 2014
3.130	Second Amended & Restated Limited Liability Company Agreement of NRG Business Solutions LLC (previously named Green Mountain Energy Company (NY COM) LLC)	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on September 10, 2014
3.131	Certificate of Incorporation of NRG Cabrillo Power Operations Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.132	By-Laws of NRG Cabrillo Power Operations Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.133	Certificate of Formation of NRG California Peaker Operations LLC	Incorporated herein by reference to NRG Energy Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.134	Amended and Restated Limited Liability Company Agreement of NRG California Peaker Operations LLC	Filed herewith
3.135	Certificate of Formation of NRG Cedar Bayou Development Company, LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.136	Limited Liability Company Agreement of Formation of NRG Cedar Bayou Development Company, LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.137	Certificate of Formation of NRG Connected Home LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 11, 2014
3.138	Limited Liability Company Agreement of NRG Connected Home LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 11, 2014
3.139	Certificate of Incorporation of NRG Connecticut Affiliate Services Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.140	By-Laws of NRG Connecticut Affiliate Services Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
3.141	Certificate of Formation of NRG Construction LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.142	Limited Liability Company Agreement of NRG Construction LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.143	Certificate of Formation of NRG Curtailment Solutions Holdings LLC	Filed herewith
3.144	Amended & Restated Limited Liability Company Agreement of NRG Curtailment Solutions Holdings LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on September 10, 2014
3.145	By-Laws of NRG Development Company Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on July 11, 2011
3.146	Certificate of Incorporation of NRG Development Company Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on July 11, 2011
3.147	Certificate of Incorporation of NRG Devon Operations Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.148	By-Laws of NRG Devon Operations Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.149	Certificate of Formation of NRG Dispatch Services LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on March 22, 2013
3.150	Limited Liability Company Agreement of NRG Dispatch Services LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on March 22, 2013
3.151	Certificate of Formation of NRG Distributed Generation PR LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 11, 2014
3.152	Limited Liability Company Agreement of NRG Distributed Generation PR LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 11, 2014
3.153	Certificate of Incorporation of NRG Dunkirk Operations Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.154	By-Laws of NRG Dunkirk Operations Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.155	Certificate of Formation of NRG ECOKAP Holdings LLC	Filed herewith

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
3.156	Limited Liability Company Agreement of NRG ECOKAP Holdings LLC	Filed herewith
3.157	Certificate of Incorporation of NRG El Segundo Operations Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.158	By-Laws of NRG El Segundo Operations Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.159	Certificate of Formation of NRG Energy Efficiency-L LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 11, 2014
3.160	Limited Liability Company Agreement of NRG Energy Efficiency-L LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 11, 2014
3.161	Certificate of Formation of NRG Energy Efficiency-P LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 11, 2014
3.162	Limited Liability Company Agreement of NRG Energy Efficiency-P LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 11, 2014
3.163	Certificate of Formation of NRG Energy Labor Services LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on July 11, 2011
3.164	Limited Liability Company Agreement of NRG Energy Labor Services LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on July 11, 2011
3.165	Certificate of Formation of NRG Energy Services Group LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on July 11, 2011
3.166	Limited Liability Company Agreement of NRG Energy Services Group LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on July 11, 2011
3.167	Certificate of Incorporation of NRG Energy Services International Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on September 10, 2014
3.168	Bylaws of NRG Energy Services International Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on September 10, 2014
3.169	Certificate of Formation of NRG HQ DG LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 11, 2014

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
3.170	Limited Liability Company Agreement of NRG HQ DG LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 11, 2014
3.171	Certificate of Formation of NRG Energy Services LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.172	Limited Liability Company Agreement of NRG Energy Services LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.173	Certificate of Incorporation of NRG Generation Holdings, Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.174	By-Laws of NRG Generation Holdings, Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.175	Certificate of Formation of NRG Greenco LLC	Filed herewith
3.176	Limited Liability Company Agreement of NRG Greenco LLC	Filed herewith
3.177	Certificate of Formation of NRG Home & Business Solutions LLC	Incorporated herein by reference to NRG Energy Inc.'s Registration Statement on Form S-4 filed on March 22, 2013
3.178	Limited Liability Company Agreement of NRG Home & Business Solutions LLC, as amended	Filed herewith
3.179	Certificate of Formation of NRG Home Solutions LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on March 22, 2013
3.180	Limited Liability Company Agreement of NRG Home Solutions LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on March 22, 2013
3.181	Certificate of Formation of NRG Home Solutions Product LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on March 22, 2013
3.182	Limited Liability Company Agreement of NRG Home Solutions Product LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on March 22, 2013
3.183	Certificate of Formation of NRG SPV #1 LLC	Filed herewith
3.184	Second Amended & Restated Limited Liability Company Agreement of NRG SPV #1 LLC	Filed herewith

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
3.185	Certificate of Formation of NRG Homer City Services LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on March 22, 2013
3.186	Limited Liability Company Agreement of NRG Homer City Services LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on March 22, 2013
3.187	Certificate of Incorporation of NRG Huntley Operations Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.188	By-Laws of NRG Huntley Operations Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.189	Certificate of Formation of NRG Identity Protect LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on March 22, 2013
3.190	Limited Liability Company Agreement of NRG Identity Protect LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on March 22, 2013
3.191	Certificate of Formation of NRG Ilion Limited Partnership	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on July 11, 2011
3.192	Limited Partnership Agreement of NRG Ilion Limited Partnership	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on July 11, 2011
3.193	Certificate of Formation of NRG Ilion LP LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on July 11, 2011
3.194	Limited Liability Company Agreement of NRG Ilion LP LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on July 11, 2011
3.195	Certificate of Formation of NRG International LLC	Incorporated herein by reference to NRG Energy Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.196	Amended and Restated Limited Liability Company Agreement of NRG International LLC	Filed herewith
3.197	Certificate of Formation of NRG Maintenance Services LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on July 11, 2011
3.198	Limited Liability Company Agreement of NRG Maintenance Services LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on July 11, 2011

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
3.199	Certificate of Formation of NRG Mextrans LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on July 11, 2011
3.200	Limited Liability Company Agreement of NRG Mextrans LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on July 11, 2011
3.201	Certificate of Incorporation of NRG MidAtlantic Affiliate Services Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.202	By-Laws of NRG MidAtlantic Affiliate Services Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.203	Certificate of Incorporation of NRG Middletown Operations Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.204	By-Laws of NRG Middletown Operations Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.205	Certificate of Incorporation of NRG Montville Operations Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.206	By-Laws of NRG Montville Operations Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.207	Certificate of Formation of NRG New Roads Holdings LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.208	Limited Liability Company Agreement of NRG New Roads Holdings LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.209	Certificate of Incorporation of NRG North Central Operations, Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.210	By-Laws of NRG North Central Operations, Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.211	Certificate of Incorporation of NRG Northeast Affiliate Services Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.212	By-Laws of NRG Northeast Affiliate Services Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
3.213	Certificate of Incorporation of NRG Norwalk Harbor Operations Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.214	By-Laws of NRG Norwalk Harbor Operations Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.215	Certificate of Incorporation of NRG Operating Services, Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.216	By-Laws of NRG Operating Services, Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.217	Certificate of Incorporation of NRG Oswego Harbor Power Operations Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.218	By-Laws of NRG Oswego Harbor Power Operations Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.219	Certificate of Incorporation of NRG PacGen Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on July 11, 2011
3.220	By-Laws of NRG PacGen Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on July 11, 2011
3.221	Certificate of Formation of NRG Portable Power LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on September 10, 2014
3.222	Amended & Restated Limited Liability Company Agreement of NRG Portable Power LLC (previously named NRG Unemployment Protection LLC)	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on September 10, 2014
3.223	Certificate of Formation of NRG Power Marketing LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.224	Limited Liability Company Agreement of NRG Power Marketing LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.225	Certificate of Formation of NRG Reliability Solutions LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on March 22, 2013
3.226	Second Amended and Restated Limited Liability Company Agreement of NRG Reliability Solutions LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on March 22, 2013

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
3.227	Certificate of Formation of NRG Renter's Protection LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on March 22, 2013
3.228	Limited Liability Company Agreement of NRG Renter's Protection LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on March 22, 2013
3.229	Certificate of Formation of NRG Retail LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.230	Limited Liability Company Agreement of NRG Retail LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.231	Certificate of Formation of NRG Retail Northeast LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on September 10, 2014
3.232	Limited Liability Company Agreement of NRG Retail Northeast LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on September 10, 2014
3.233	Certificate of Formation of NRG Rockford Acquisition LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on July 11, 2011
3.234	Limited Liability Company Agreement of NRG Rockford Acquisition LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on July 11, 2011
3.235	Certificate of Incorporation of NRG Saguaro Operations Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.236	By-Laws of NRG Saguaro Operations Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.237	Certificate of Formation of NRG Security LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on March 22, 2013
3.238	Limited Liability Company Agreement of NRG Security LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on March 22, 2013
3.239	Certificate of Incorporation of NRG Services Corporation	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on July 11, 2011
3.240	By-Laws of NRG Services Corporation	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on July 11, 2011

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
3.241	Certificate of Formation of NRG SimplySmart Solutions LLC	Incorporated herein by reference to NRG Energy Inc.'s Registration Statement on Form S-4 filed on July 11, 2011
3.242	Limited Liability Company Agreement of NRG SimplySmart Solutions LLC, as amended	Filed herewith
3.243	Certificate of Incorporation of NRG South Central Affiliate Services Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.244	By-Laws of NRG South Central Affiliate Services Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.245	Certificate of Formation of NRG South Central Generating LLC	Incorporated herein by reference to NRG Energy Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.246	Amended and Restated Limited Liability Company Agreement of NRG South Central Generating LLC, as amended	Filed herewith
3.247	Certificate of Incorporation of NRG South Central Operations Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.248	By-Laws of NRG South Central Operations Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.249	Certificate of Limited Partnership of NRG South Texas LP	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.250	Limited Partnership Agreement of NRG South Texas LP	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.251	Certificate of Formation of NRG Texas C&I Supply LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.252	Limited Liability Company Agreement of NRG Texas C&I Supply LLC, as amended	Filed herewith.
3.253	Certificate of Formation of NRG Texas Gregory LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on May 8, 2013
3.254	Limited Liability Company Agreement of NRG Texas Gregory LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on May 8, 2013

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
3.255	Certificate of Incorporation of NRG Texas Holding Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.256	By-Laws of NRG Texas Holding Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.257	Certificate of Formation of NRG Texas LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.258	Limited Liability Company Agreement of NRG Texas LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.259	Certificate of Formation of NRG Texas Power LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.260	Limited Liability Company Agreement of NRG Texas Power LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.261	Certificate of Formation of NRG Warranty Services LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on March 22, 2013
3.262	Limited Liability Company Agreement of NRG Warranty Services LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on March 22, 2013
3.263	Certificate of Formation of NRG West Coast LLC	Incorporated herein by reference to NRG Energy Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.264	Amended and Restated Limited Liability Company Agreement of NRG West Coast LLC	Filed herewith
3.265	Certificate of Incorporation of NRG Western Affiliate Services Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.266	By-Laws of NRG Western Affiliate Services Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.267	Certificate of Incorporation of O'Brien Cogeneration, Inc. II	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on July 11, 2011
3.268	By-Laws of O'Brien Cogeneration, Inc. II	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on July 11, 2011

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
3.269	Certificate of Incorporation of ONSITE Energy, Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on July 11, 2011
3.270	By-Laws of ONSITE Energy, Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on September 10, 2014
3.271	Certificate of Formation of Oswego Harbor Power LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.272	Limited Liability Company Agreement of Oswego Harbor Power LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.273	Certificate of Formation of RE Retail Receivables, LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.274	Limited Liability Company Agreement of RE Retail Receivables, LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.275	Certificate of Formation of Reliant Energy Northeast LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on July 11, 2011
3.276	Limited Liability Company Agreement of Reliant Energy Northeast LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on July 11, 2011
3.277	Certificate of Formation of Reliant Energy Power Supply, LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.278	Limited Liability Company Agreement of Reliant Energy Power Supply, LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.279	Certificate of Formation of Reliant Energy Retail Holdings, LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.280	Limited Liability Company Agreement of Reliant Energy Retail Holdings, LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.281	Certificate of Formation of Reliant Energy Retail Services, LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.282	Limited Liability Company Agreement of Reliant Energy Retail Services, LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
3.283	Certificate of Formation of RERH Holdings, LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.284	Limited Liability Company Agreement of RERH Holdings, LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.285	Certificate of Formation of Saguaro Power LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.286	Limited Liability Company Agreement of Saguaro Power LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.287	Certificate of Incorporation of Somerset Operations Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.288	By-Laws of Somerset Operations Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.289	Certificate of Formation of Somerset Power LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.290	Limited Liability Company Agreement of Somerset Power LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.291	Certificate of Incorporation of Texas Genco Financing Corp.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.292	By-Laws of Texas Genco Financing Corp.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.293	Certificate of Formation of Texas Genco GP, LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.294	Limited Liability Company Agreement of Texas Genco GP, LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.295	Certificate of Incorporation of Texas Genco Holdings, Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.296	By-Laws of Texas Genco Holdings, Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
3.297	Certificate of Formation of Texas Genco LP, LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.298	Limited Liability Company Agreement of Texas Genco LP, LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.299	Certificate of Formation of Texas Genco Operating Services LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.300	Limited Liability Company Agreement of Texas Genco Operating Services LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.301	Certificate of Limited Partnership of Texas Genco Services, LP	Incorporated herein by reference to NRG Energy Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.302	Amended and Restated Limited Partnership Agreement of Texas Genco Services, LP	Incorporated herein by reference to NRG Energy Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.303	Certificate of Formation of US Retailers LLC	Filed herewith
3.304	Fourth Amended and Restated Limited Liability Company Agreement of US Retailers LLC, as amended	Filed herewith
3.305	Certificate of Incorporation of Vienna Operations Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.306	By-Laws of Vienna Operations Inc.	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.307	Certificate of Formation of Vienna Power LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.308	Limited Liability Company Agreement of Vienna Power LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.309	Certificate of Formation of WCP (Generation) Holdings LLC	Incorporated herein by reference to NRG Energy Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.310	Amended and Restated Limited Liability Company Agreement of WCP (Generation) Holdings LLC	Filed herewith

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
3.311	Certificate of Formation of West Coast Power LLC	Incorporated herein by reference to NRG Energy Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.312	Limited Liability Company Agreement of West Coast Power LLC, as amended	Filed herewith
4.01	Supplemental Indenture dated as of December 30, 2005, among NRG Energy, Inc., the subsidiary guarantors named on Schedule A thereto and Law Debenture Trust Company of New York	Incorporated herein by reference to NRG Energy Inc.'s current report on Form 8-K filed on January 4, 2006
4.02	Amended and Restated Common Agreement among XL Capital Assurance Inc., Goldman Sachs Mitsui Marine Derivative Products, L.P., Law Debenture Trust Company of New York, The Bank of New York, as Collateral Agent, NRG Peaker Finance Company LLC and each Project Company Party thereto dated as of January 6, 2004, together with Annex A to the Common Agreement	Incorporated herein by reference to NRG Energy, Inc.'s annual report on Form 10-K for the year ended December 31, 2003
4.03	Amended and Restated Security Deposit Agreement among NRG Peaker Finance Company, LLC and each Project Company party thereto, and the Bank of New York, as Collateral Agent and Depository Agent, dated as of January 6, 2004	Incorporated herein by reference to NRG Energy, Inc.'s annual report on Form 10-K for the year ended December 31, 2003
4.04	NRG Parent Agreement by NRG Energy, Inc. in favor of the Bank of New York, as Collateral Agent, dated as of January 6, 2004	Incorporated herein by reference to NRG Energy, Inc.'s annual report on Form 10-K for the year ended December 31, 2003
4.05	Indenture dated June 18, 2002, between NRG Peaker Finance Company LLC, as Issuer, Bayou Cove Peaking Power LLC, Big Cajun I Peaking Power LLC, NRG Rockford LLC, NRG Rockford II LLC and Sterlington Power LLC, as Guarantors, XL Capital Assurance Inc., as Insurer, and Law Debenture Trust Company, as Successor Trustee to the Bank of New York	Incorporated herein by reference to NRG Energy, Inc.'s annual report on Form 10-K for the year ended December 31, 2002
4.06	Specimen of Certificate representing common stock of NRG Energy, Inc.	Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on November 14, 2006
4.07	Indenture, dated February 2, 2006, among NRG Energy, Inc. and Law Debenture Trust Company of New York	Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on February 6, 2006

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
4.08	Thirty-Sixth Supplemental Indenture, dated August 20, 2010, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York, re: NRG Energy, Inc.'s 8.25% Senior Notes due 2020	Incorporated herein by reference to NRG Energy Inc.'s current report on Form 8-K filed on August 20, 2010
4.09	Form of 8.25% Senior Note due 2020	Incorporated herein by reference to NRG Energy Inc.'s current report on Form 8-K filed on August 20, 2010
4.10	Registration Rights Agreement, dated August 20, 2010, among NRG Energy, Inc., the guarantors named therein and Citigroup Global Markets Inc., Banc of America Securities LLC and Deutsche Bank Securities Inc., as representatives of the several initial purchasers	Incorporated herein by reference to NRG Energy Inc.'s current report on Form 8-K filed on August 20, 2010
4.11	Forty-First Supplemental Indenture, dated December 15, 2010, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York, re: NRG Energy, Inc.'s 8.25% Senior Notes due 2020	Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on December 15, 2010
4.12	Forty-Second Supplemental Indenture, dated January 26, 2011, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York, re: NRG Energy, Inc.'s 7.625% Senior Notes due 2018	Incorporated herein by reference to NRG Energy Inc.'s current report on Form 8-K filed on January 28, 2011
4.13	Form of 7.625% Senior Note due 2018	Incorporated herein by reference to NRG Energy Inc.'s current report on Form 8-K filed on January 28, 2011
4.14	Registration Rights Agreement, dated January 26, 2011, among NRG Energy, Inc., the guarantors named therein and J.P. Morgan Securities LLC, as initial purchaser	Incorporated herein by reference to NRG Energy Inc.'s current report on Form 8-K filed on January 28, 2011
4.15	Forty-Eighth Supplemental Indenture, dated May 20, 2011, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York	Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on May 25, 2011
4.16	Forty-Ninth Supplemental Indenture, dated May 20, 2011, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York	Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on May 25, 2011

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
4.17	Fifty-First Supplemental Indenture, dated May 24, 2011, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York	Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on May 25, 2011
4.18	Form of 7.875% Senior Note due 2021	Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on May 25, 2011
4.19	Registration Rights Agreement, dated May 24, 2011, among NRG Energy, Inc., the guarantors named therein and Morgan Stanley & Co. Incorporated, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Barclays Capital Inc., Citigroup Global Markets Inc., Credit Suisse Securities (USA) LLC, Deutsche Bank Securities Inc., Goldman, Sachs & Co., J.P. Morgan Securities LLC and RBS Securities Inc., as representatives of the initial purchasers	Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on May 25, 2011
4.20	Fifty-Second Supplemental Indenture, dated November 8, 2011, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York	Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on November 8, 2011
4.21	Fifty-Fourth Supplemental Indenture, dated November 8, 2011, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York	Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on November 8, 2011
4.22	Fifty-Fifth Supplemental Indenture, dated November 8, 2011, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York	Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on November 8, 2011
4.23	Fifty-Seventh Supplemental Indenture, dated November 8, 2011, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York	Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on November 8, 2011
4.24	Sixtieth Supplemental Indenture, dated as of April 5, 2012, among NRG Energy, Inc., the existing guarantors named herein and Law Debenture Trust Company of New York	Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on April 5, 2012
4.25	Sixty-First Supplemental Indenture, dated as of April 5, 2012, among NRG Energy, Inc., the existing guarantors named herein and Law Debenture Trust Company of New York	Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on April 5, 2012

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
4.26	Sixty-Third Supplemental Indenture, dated as of April 5, 2012, among NRG Energy, Inc., the existing guarantors named herein and Law Debenture Trust Company of New York	Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on April 5, 2012
4.27	Sixty-Sixth Supplemental Indenture, dated as of May 9, 2012, among NRG Energy, Inc., the guarantors named herein and Law Debenture Trust Company of New York	Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on May 9, 2012
4.28	Sixty-Seventh Supplemental Indenture, dated as of May 9, 2012, among NRG Energy, Inc., the guarantors named herein and Law Debenture Trust Company of New York	Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on May 9, 2012
4.29	Sixty-Ninth Supplemental Indenture, dated as of May 9, 2012, among NRG Energy, Inc., the guarantors named herein and Law Debenture Trust Company of New York	Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on May 9, 2012
4.30	Seventieth Supplemental Indenture, dated September 24, 2012, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York	Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on September 24, 2012
4.31	Form of 6.625% Senior Note due 2023	Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on September 24, 2012
4.32	Seventy-Second Supplemental Indenture, dated as of October 9, 2012, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York	Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on October 9, 2012
4.33	Seventy-Third Supplemental Indenture, dated as of October 9, 2012, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York	Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on October 9, 2012
4.34	Seventy-Fifth Supplemental Indenture, dated as of October 9, 2012, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York	Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on October 9, 2012

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
4.35	Seventy-Sixth Supplemental Indenture, dated as of October 9, 2012, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York	Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on October 9, 2012
4.36	Senior Indenture, dated December 22, 2004, between Reliant Energy, Inc. and Wilmington Trust Company	Incorporated herein by reference to GenOn Energy, Inc.'s current report on Form 8-K filed on December 27, 2004
4.37	Fourth Supplemental Indenture relating to the 7.625% Senior notes due 2014, among Reliant Energy, Inc., the Guarantors listed therein and Wilmington Trust Company, dated at June 13, 2007	Incorporated herein by reference to GenOn Energy Inc.'s current report on Form 8-K filed on June 15, 2007
4.38	Fifth Supplemental Indenture relating to the 7.875% Senior notes due 2017, among Reliant Energy, Inc., the Guarantors listed therein and Wilmington Trust Company, dated at June 13, 2007	Incorporated herein by reference to Exhibit 4.2 to GenOn Energy Inc.'s current report on Form 8-K filed June 15, 2007
4.39	Indenture between Mirant Americas Generation, Inc. and Bankers Trust Company, as trustee, relating to Senior Notes, dated at May 1, 2001	Incorporated herein by reference to Exhibit 4.1 to Mirant Americas Generation, Inc.'s Registration Statement on Form S-4 filed on June 18, 2001
4.40	Third Supplemental Indenture from Mirant Americas Generation, Inc. to Bankers Trust Company, relating to 9.125% Senior Notes due 2031, dated at May 1, 2001	Incorporated herein by reference to Exhibit 4.4 to Mirant Americas Generation, Inc.'s Registration Statement on Form S-4 filed on June 18, 2001
4.41	Fifth Supplemental Indenture from Mirant Americas Generation, Inc. to Bankers Trust Company, dated at October 9, 2001	Incorporated herein by reference to Exhibit 4.6 to Mirant Americas Generation, Inc.'s Registration Statement on Form S-4/A filed on May 7, 2002
4.42	Sixth Supplemental Indenture from Mirant Americas Generation LLC to Bankers Trust Company, dated at November 1, 2001	Incorporated herein by reference to Exhibit 4.6 to Mirant Corporation's annual report on Form 10-K filed on February 27, 2009
4.43	Seventh Supplemental Indenture, dated January 3, 2006, between Mirant Americas Generation LLC and Wells Fargo Bank National Association (as successor to Bankers Trust Company), re: Indenture, dated May 1, 2001.	Incorporated herein by reference to Exhibit 4.1 to Mirant Americas Generation, LLC's quarterly report on Form 10-Q filed on May 14, 2007.
4.44	Senior Notes Indenture, relating to the 9.5% Senior Notes Due 2018 and the 9.875% Senior Notes Due 2020, by GenOn Escrow Corp. and Wilmington Trust Company as trustee, dated at October 4, 2010	Incorporated by reference to Exhibit 4.4 to Mirant Corporation's quarterly report on Form 10-Q filed on November 5, 2010

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
4.45	Supplemental Indenture, relating to the 9.5% Senior Notes due 2018 and the 9.875% Senior Notes Due 2020, by GenOn Energy, Inc. and Wilmington Trust Company as trustee, dated at December 3, 2010	Incorporated by reference to Exhibit 4.2 to GenOn Energy Inc.'s current report on Form 8-K filed on December 7, 2010
4.46	Seventy-Eighth Supplemental Indenture, dated as of January 3, 2013, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York	Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on January 9, 2013
4.47	Seventy-Ninth Supplemental Indenture, dated as of January 3, 2013, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York	Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on January 9, 2013
4.48	Eighty-First Supplemental Indenture, dated as of January 3, 2013, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York	Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on January 9, 2013
4.49	Eighty-Second Supplemental Indenture, dated as of January 3, 2013, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York	Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on January 9, 2013
4.50	Eighty-Fourth Supplemental Indenture, dated as of March 13, 2013, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York	Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on March 13, 2013
4.51	Eighty-Fifth Supplemental Indenture, dated as of March 13, 2013, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York	Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on March 13, 2013
4.52	Eighty-Seventh Supplemental Indenture, dated as of March 13, 2013, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York	Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on March 13, 2013
4.53	Eighty-Eighth Supplemental Indenture, dated as of March 13, 2013, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York	Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on March 13, 2013

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
4.54	Eighty-Ninth Supplemental Indenture, dated as of March 13, 2013, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York	Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on March 13, 2013
4.55	Ninety-First Supplemental Indenture, dated as of May 2, 2013, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York, re: NRG Energy, Inc.'s 8.25% Senior Notes due 2020.	Incorporated herein by reference to Exhibit 4.2 to NRG Energy, Inc.'s current report on Form 8-K filed on May 3, 2013.
4.56	Ninety-Second Supplemental Indenture, dated as of May 2, 2013, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York, re: NRG Energy, Inc.'s 7.625% Senior Notes due 2018.	Incorporated herein by reference to Exhibit 4.3 to NRG Energy, Inc.'s current report on Form 8-K filed on May 3, 2013.
4.57	Ninety-Fourth Supplemental Indenture, dated as of May 2, 2013, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York, re: NRG Energy, Inc.'s 7.875% Senior Notes due 2021.	Incorporated herein by reference to Exhibit 4.5 to NRG Energy, Inc.'s current report on Form 8-K filed on May 3, 2013.
4.58	Ninety-Fifth Supplemental Indenture, dated as of May 2, 2013, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York, re: NRG Energy, Inc.'s 6.625% Senior Notes due 2023.	Incorporated herein by reference to Exhibit 4.6 to NRG Energy, Inc.'s current report on Form 8-K filed on May 3, 2013.
4.59	Ninety-Seventh Supplemental Indenture, dated as of September 4, 2013, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York, re: NRG Energy, Inc.'s 8.25% Senior Notes due 2020.	Incorporated herein by reference to Exhibit 4.2 to NRG Energy, Inc.'s current report on Form 8-K filed on September 6, 2013.
4.60	Ninety-Eighth Supplemental Indenture, dated as of September 4, 2013, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York, re: NRG Energy, Inc.'s 7.625% Senior Notes due 2018	Incorporated herein by reference to Exhibit 4.3 to NRG Energy, Inc.'s current report on Form 8-K filed on September 6, 2013.
4.61	One Hundredth Supplemental Indenture, dated as of September 4, 2013, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York, re: NRG Energy, Inc.'s 7.875% Senior Notes due 2021.	Incorporated herein by reference to Exhibit 4.5 to NRG Energy, Inc.'s current report on Form 8-K filed on September 6, 2013.

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
4.62	One Hundred-First Supplemental Indenture, dated as of September 4, 2013, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York, re: NRG Energy, Inc.'s 6.625% Senior Notes due 2023.	Incorporated herein by reference to Exhibit 4.6 to NRG Energy, Inc.'s current report on Form 8-K filed on September 6, 2013.
4.63	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, re: NRG Energy, Inc.'s 8.25% Senior Notes due 2020.	Incorporated herein by reference to Exhibit 4.2 to NRG Energy, Inc.'s current report on Form 8-K filed on October 8, 2013.
4.64	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, re: NRG Energy, Inc.'s 7.625% Senior Notes due 2018.	Incorporated herein by reference to Exhibit 4.3 to NRG Energy, Inc.'s current report on Form 8-K filed on October 8, 2013.
4.65	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, re: NRG Energy, Inc.'s 7.875% Senior Notes due 2021.	Incorporated herein by reference to Exhibit 4.5 to NRG Energy, Inc.'s current report on Form 8-K filed on October 8, 2013.
4.66	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, re: NRG Energy, Inc.'s 6.626% Senior Notes due 2023.	Incorporated herein by reference to Exhibit 4.6 to NRG Energy, Inc.'s current report on Form 8-K filed on October 8, 2013.
4.67	One Hundred-Eighth Supplemental Indenture, dated as of November 13, 2013, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York, re: NRG Energy, Inc.'s 8.5% Senior Notes due 2019, 8.25% Senior Notes due 2020, 7.625% Senior Notes due 2018, 7.625% Senior Notes due 2019, 7.875% Senior Notes due 2021 and 6.625% Senior Notes due 2023.	Incorporated herein by reference to Exhibit 4.6 to NRG Energy, Inc.'s current report on Form 8-K filed on November 13, 2013.

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
4.68	One Hundred-Ninth Supplemental Indenture, dated as of January 27, 2014, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York, re: NRG Energy, Inc.'s 6.25% Senior Notes due 2022.	Incorporated herein by reference to Exhibit 4.1 to NRG Energy, Inc.'s current report on Form 8-K filed on January 27, 2014.
4.69	Form of 6.25% Senior Note due 2022.	Incorporated herein by reference to Exhibit 4.2 to NRG Energy, Inc.'s Current Report on Form 8-K filed on January 27, 2014.
4.70	Registration Rights Agreement, dated January 27, 2014, among NRG Energy, Inc., the guarantors named therein and Barclays Capital Inc., Deutsche Bank Securities Inc., Goldman, Sachs & Co., Morgan Stanley & Co. LLC, Credit Agricole Securities (USA) Inc., Natixis Securities Americas LLC and RBC Capital Markets, LLC, as initial purchasers.	Incorporated herein by reference to Exhibit 4.3 to NRG Energy, Inc.'s Current Report on Form 8-K filed on January 27, 2014.
4.71	One Hundred-Tenth Supplemental Indenture, dated as of March 24, 2014, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York, re: NRG Energy, Inc.'s 8.5% Senior Notes due 2019, 8.25% Senior Notes due 2020, 7.625% Senior Notes due 2018, 7.625% Senior Notes due 2019, 7.875% Senior Notes due 2021, 6.625% Senior Notes due 2023 and 6.25% Senior Notes due 2022.	Incorporated herein by reference to Exhibit 4.1 to NRG Energy, Inc.'s current report on Form 8-K filed on March 24, 2014.
4.72	Indenture, dated as of April 21, 2014, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York, re: NRG Energy, Inc.'s 6.25% Senior Notes due 2024	Incorporated herein by reference to Exhibit 4.1 to NRG Energy, Inc.'s current report on Form 8-K filed on April 21, 2014.
4.73	Form of 6.25% Senior Note due 2022.	Incorporated herein by reference to Exhibit 4.2 to NRG Energy, Inc.'s Current Report on Form 8-K filed on January 27, 2014.
4.74	Registration Rights Agreement, dated January 27, 2014, among NRG Energy, Inc., the guarantors named therein and Barclays Capital Inc., Deutsche Bank Securities Inc., Goldman, Sachs & Co., Morgan Stanley & Co. LLC, Credit Agricole Securities (USA) Inc., Natixis Securities Americas LLC and RBC Capital Markets, LLC, as initial purchasers.	Incorporated herein by reference to Exhibit 4.3 to NRG Energy, Inc.'s Current Report on Form 8-K filed on January 27, 2014.

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
4.75	One Hundred-Eleventh Supplemental Indenture, dated as of April 28, 2014, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York, re: NRG Energy, Inc.'s 8.5% Senior Notes due 2019, 8.25% Senior Notes due 2020, 7.625% Senior Notes due 2018, 7.625% Senior Notes due 2019, 7.875% Senior Notes due 2021, 6.625% Senior Notes due 2023 and 6.25% Senior Notes due 2022.	Incorporated herein by reference to Exhibit 4.1 to NRG Energy, Inc.'s current report on Form 8-K filed on May 2, 2014.
4.76	First Supplemental Indenture, dated as of May 2, 2014, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York, re: NRG Energy, Inc.'s 6.25% Senior Notes due 2024.	Incorporated herein by reference to Exhibit 4.2 to NRG Energy, Inc.'s current report on Form 8-K filed on May 2, 2014.
4.77	One Hundred-Twelfth Supplemental Indenture, dated as of October 3, 2014, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York.	Incorporated herein by reference to Exhibit 4.1 to NRG Energy, Inc.'s current report on Form 8-K filed on October 3, 2014.
4.78	Second Supplemental Indenture, dated as of October 3, 2014, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York, re: NRG Energy, Inc.'s 6.25% Senior Notes due 2024.	Incorporated herein by reference to Exhibit 4.2 to NRG Energy, Inc.'s current report on Form 8-K filed on October 3, 2014.
4.79	One Hundred-Thirteenth Supplemental Indenture, dated as of November 12, 2014, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York, re: NRG Energy, Inc.'s 8.25% Senior Notes due 2020, 7.625% Senior Notes due 2018, 7.875% Senior Notes due 2021, 6.625% Senior Notes due 2023 and 6.25% Senior Notes due 2022.	Incorporated herein by reference to Exhibit 4.1 to NRG Energy, Inc.'s current report on Form 8-K filed on November 14, 2014.
4.80	Third Supplemental Indenture, dated as of November 12, 2014, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York, re: NRG Energy, Inc.'s 6.25% Senior Notes due 2024.	Incorporated herein by reference to Exhibit 4.2 to NRG Energy, Inc.'s current report on Form 8-K filed on November 14, 2014.

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
4.81	One Hundred-Fourteenth Supplemental Indenture, dated as of November 24, 2014, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York, re: NRG Energy, Inc.'s 8.25% Senior Notes due 2020, 7.625% Senior Notes due 2018, 7.875% Senior Notes due 2021, 6.625% Senior Notes due 2023 and 6.25% Senior Notes due 2022.	Incorporated herein by reference to Exhibit 4.1 to NRG Energy, Inc.'s current report on Form 8-K filed on November 25, 2014.
4.82	Fourth Supplemental Indenture, dated as of November 24, 2014, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York, re: NRG Energy, Inc.'s 6.25% Senior Notes due 2024.	Incorporated herein by reference to Exhibit 4.2 to NRG Energy, Inc.'s current report on Form 8-K filed on November 25, 2014.
4.83	Fifth Supplemental Indenture, dated as of April 8, 2015, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York	Incorporated herein by reference to Exhibit 4.2 to NRG Energy, Inc.'s current report on Form 8-K filed on April 9, 2015.
4.84	One Hundred-Sixteenth Supplemental Indenture, dated as of April 29, 2015, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York	Incorporated herein by reference to Exhibit 4.1 to NRG Energy, Inc.'s current report on Form 8-K filed on April 20, 2015.
4.85	Sixth Supplemental Indenture, dated as of April 29, 2015, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York.	Incorporated herein by reference to Exhibit 4.2 to NRG Energy, Inc.'s current report on Form 8-K filed on April 20, 2015.
4.86	One Hundred-Seventeenth Supplemental Indenture, dated as of May 22, 2015, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York.	Incorporated herein by reference to Exhibit 4.1 to NRG Energy, Inc.'s current report on Form 8-K filed on May 22, 2015.
4.87	Seventh Supplemental Indenture, dated as of May 22, 2015, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York.	Incorporated herein by reference to Exhibit 4.2 to NRG Energy, Inc.'s current report on Form 8-K filed on May 22, 2015.
4.88	One Hundred-Eighteenth Supplemental Indenture, dated as of October 28, 2015, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York.	Incorporated herein by reference to Exhibit 4.1 to NRG Energy, Inc.'s current report on Form 8-K filed on November 2, 2015.
4.89	Eighth Supplemental Indenture, dated as of October 28, 2015, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York.	Incorporated herein by reference to Exhibit 4.2 to NRG Energy, Inc.'s current report on Form 8-K filed on November 2, 2015

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
4.90	Indenture, dated May 23, 2016, between NRG Energy, Inc. and Law Debenture Trust Company of New York.	Incorporated herein by reference to Exhibit 4.1 to NRG Energy, Inc.'s Current Report on Form 8-K, filed on May 23, 2016.
4.91	Supplemental Indenture, dated May 23, 2016, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York.	Incorporated herein by reference to Exhibit 4.2 to NRG Energy, Inc.'s Current Report on Form 8-K, filed on May 23, 2016.
4.92	Form of 7.250% Senior Note due 2026.	Incorporated herein by reference to Exhibit 4.3 to NRG Energy, Inc.'s Current Report on Form 8-K, filed on May 23, 2016.
4.93	Registration Rights Agreement, dated May 23, 2016, among NRG Energy, Inc., the guarantors named therein and Deutsche Bank Securities Inc., as representative to the initial purchasers listed in Schedule I thereto.	Incorporated herein by reference to Exhibit 4.4 to NRG Energy, Inc.'s Current Report on Form 8-K, filed on May 23, 2016.
4.94	One Hundred-Nineteenth Supplemental Indenture, dated as of July 19, 2016, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York.	Incorporated herein by reference to Exhibit 4.1 to NRG Energy, Inc.'s Current Report on Form 8-K, filed on July 25, 2016.
4.95	Ninth Supplemental Indenture, dated as of July 19, 2016, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York.	Incorporated herein by reference to Exhibit 4.2 to NRG Energy, Inc.'s Current Report on Form 8-K, filed on July 25, 2016.
4.96	Second Supplemental Indenture, dated as of July 19, 2016, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York.	Incorporated herein by reference to Exhibit 4.3 to NRG Energy, Inc.'s Current Report on Form 8-K, filed on July 25, 2016.
4.97	Third Supplemental Indenture, dated August 2, 2016, among NRG Energy, Inc., the guarantors named therein and Law Debenture Trust Company of New York.	Incorporated herein by reference to Exhibit 4.2 to NRG Energy, Inc.'s Current Report on Form 8-K, filed on August 3, 2016.
4.98	Form of 6.625% Senior Note due 2027.	Incorporated herein by reference to Exhibit 4.3 to NRG Energy, Inc.'s Current Report on Form 8-K, filed on August 3, 2016.
5.01	Opinion of Kirkland & Ellis LLP, with respect to registrants organized under the laws of the States of Delaware, California and New York	Filed herewith
5.02	Opinion of Stinson Leonard Street LLP with respect to the registrant organized under the laws of the State of Minnesota	Filed herewith

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
5.03	Opinion of Perkins Coie LLP, with respect to the registrant organized under the laws of the State of Oregon	Filed herewith
5.04	Opinion of Paul Frank + Collins P.C., with respect to the registrant organized under the laws of the State of Vermont	Filed herewith
10.1	Note Agreement, dated August 20, 1993, between NRG Energy, Inc., Energy Center, Inc. and each of the purchasers named therein.	Incorporated herein by reference to Exhibit 10.5 to NRG Energy, Inc.'s Registration Statement on Form S-1, as amended, Registration No. 333-33397.
10.2	Master Shelf and Revolving Credit Agreement, dated August 20, 1993, between NRG Energy, Inc., Energy Center, Inc., The Prudential Insurance Registrants of America and each Prudential Affiliate, which becomes party thereto.	Incorporated herein by reference to Exhibit 10.4 to NRG Energy, Inc.'s Registration Statement on Form S-1, as amended, Registration No. 333-33397.
10.3*	Form of NRG Energy Inc. Long-Term Incentive Plan Deferred Stock Unit Agreement for Officers and Key Management.	Incorporated herein by reference to Exhibit 10.14 to NRG Energy, Inc.'s annual report on Form 10-K filed on March 30, 2005.
10.4*	Form of NRG Energy, Inc. Long-Term Incentive Plan Deferred Stock Unit Agreement for Directors.	Incorporated herein by reference to Exhibit 10.15 to NRG Energy, Inc.'s annual report on Form 10-K filed on March 30, 2005.
10.5*	Form of NRG Energy, Inc. Long-Term Incentive Plan Non-Qualified Stock Option Agreement.	Incorporated herein by reference to Exhibit 10.1 to NRG Energy, Inc.'s quarterly report on Form 10-Q filed on November 9, 2004.
10.6*	Form of NRG Energy, Inc. Long-Term Incentive Plan Restricted Stock Unit Agreement.	Incorporated herein by reference to Exhibit 10.2 to NRG Energy, Inc.'s quarterly report on Form 10-Q filed on November 9, 2004.
10.7*	Form of NRG Energy, Inc. Long Term Incentive Plan Performance Stock Unit Agreement.	Incorporated herein by reference to Exhibit 10.7 to NRG Energy, Inc.'s annual report on Form 10-K filed on February 23, 2010.
10.8*	Second Amended and Restated Annual Incentive Plan for Designated Corporate Officers.	Incorporated herein by reference to Exhibit 10.1 to NRG Energy, Inc.'s current report on Form 8-K filed on May 7, 2015.
10.9	Railroad Car Full Service Master Leasing Agreement, dated as of February 18, 2005, between General Electric Railcar Services Corporation and NRG Power Marketing Inc.	Incorporated herein by reference to Exhibit 10.28 to NRG Energy, Inc.'s annual report on Form 10-K filed on March 30, 2005.

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
10.10	Purchase Agreement (West Coast Power) dated as of December 27, 2005, by and among NRG Energy, Inc., NRG West Coast LLC (Buyer), DPC II Inc. (Seller) and Dynegy, Inc.	Incorporated herein by reference to Exhibit 10.1 to NRG Energy, Inc.'s current report on Form 8-K filed on December 28, 2005.
10.11	Purchase Agreement (Rocky Road Power), dated as of December 27, 2005, by and among Termo Santander Holding, L.L.C.(Buyer), Dynegy, Inc., NRG Rocky Road LLC (Seller) and NRG Energy, Inc.	Incorporated herein by reference to Exhibit 10.2 to NRG Energy, Inc.'s current report on Form 8-K filed on December 28, 2005.
10.12	Stock Purchase Agreement, dated as of August 10, 2005, by and between NRG Energy, Inc. and Credit Suisse First Boston Capital LLC.	Incorporated herein by reference to Exhibit 10.1 to NRG Energy, Inc.'s current report on Form 8-K filed on August 11, 2005.
10.13	Agreement with respect to the Stock Purchase Agreement, dated December 19, 2008, by and between NRG Energy, Inc. and Credit Suisse First Boston Capital LLC.	Incorporated herein by reference to Exhibit 10.13 to NRG Energy, Inc.'s annual report on Form 10-K filed on February 12, 2009.
10.14	Investor Rights Agreement, dated as of February 2, 2006, by and among NRG Energy, Inc. and Certain Stockholders of NRG Energy, Inc. set forth therein.	Incorporated herein by reference to Exhibit 10.1 to NRG Energy, Inc.'s current report on Form 8-K filed on February 8, 2006.
10.15†	Terms and Conditions of Sale, dated as of October 5, 2005, between Texas Genco II LP and Freight Car America, Inc., (including the Proposal Letter and Amendment thereto).	Incorporated herein by reference to Exhibit 10.32 to NRG Energy, Inc.'s annual report on Form 10-K filed on March 7, 2006.
10.16*	Amended and Restated Employment Agreement, dated December 4, 2008, between NRG Energy, Inc. and David Crane.	Incorporated herein by reference to Exhibit 10.16 to NRG Energy, Inc.'s annual report on Form 10-K filed on February 12, 2009.
10.17*	Amendment 2014-1 to the Amended and Restated Employment Agreement between NRG Energy, Inc. and David Crane, dated December 4, 2014.	Incorporated herein by reference to Exhibit 10.1 to NRG Energy, Inc.'s current report on Form 8-K filed on December 10, 2014.
10.18*	General Release, dated January 4, 2016, between NRG Energy, Inc. and David Crane.	Incorporated herein by reference to Exhibit 10.2 to NRG Energy, Inc.'s current report on Form 8-K/A filed on January 8, 2016.
10.19	Limited Liability Company Agreement of NRG Common Stock Finance I LLC.	Incorporated herein by reference to Exhibit 10.1 to NRG Energy, Inc.'s current report on Form 8-K filed on August 10, 2006.

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
10.20	Note Purchase Agreement, dated August 4, 2006, between NRG Common Stock Finance I LLC, Credit Suisse International and Credit Suisse Securities (USA) LLC.	Incorporated herein by reference to Exhibit 10.3 to NRG Energy, Inc.'s current report on Form 8-K filed on August 10, 2006.
10.21	Amendment Agreement, dated February 27, 2008, to the Note Purchase Agreement by and among NRG Common Stock Finance I LLC, Credit Suisse International, and Credit Suisse Securities (USA) LLC.	Incorporated herein by reference to Exhibit 10.5 to NRG Energy, Inc.'s quarterly report on Form 10-Q filed on May 1, 2008.
10.22	Amendment Agreement, dated December 19, 2008, to the Note Purchase Agreement by and among NRG Common Stock Finance I LLC, Credit Suisse International, and Credit Suisse Securities (USA) LLC.	Incorporated herein by reference to Exhibit 10.23 to NRG Energy, Inc.'s annual report on Form 10-K filed on February 12, 2009.
10.23	Amendment Agreement, dated December 19, 2008, to the Note Purchase Agreement by and among NRG Common Stock Finance II LLC, Credit Suisse International, and Credit Suisse Securities (USA) LLC.	Incorporated herein by reference to Exhibit 10.26 to NRG Energy, Inc.'s annual report on Form 10-K filed on February 12, 2009.
10.24	Agreement with respect to Note Purchase Agreement, dated December 19, 2008, by and among NRG Common Stock Finance I LLC, NRG Energy, Inc., Credit Suisse International, and Credit Suisse Securities (USA) LLC.	Incorporated herein by reference to Exhibit 10.24 to NRG Energy, Inc.'s annual report on Form 10-K filed on February 12, 2009.
10.25	Agreement with respect to Note Purchase Agreement, dated December 19, 2008, by and among NRG Common Stock Finance II LLC, NRG Energy, Inc., Credit Suisse International, and Credit Suisse Securities (USA) LLC.	Incorporated herein by reference to Exhibit 10.27 to NRG Energy, Inc.'s annual report on Form 10-K filed on February 12, 2009.
10.26	Preferred Interest Purchase Agreement, dated August 4, 2006, between NRG Common Stock Finance I LLC, Credit Suisse Capital LLC and Credit Suisse Securities (USA) LLC, as agent.	Incorporated herein by reference to Exhibit 10.5 to NRG Energy, Inc.'s current report on Form 8-K filed on August 10, 2006.
10.27	Preferred Interest Amendment Agreement, dated February 27, 2008, by and among NRG Common Stock Finance I LLC, Credit Suisse Capital LLC, and Credit Suisse Securities (USA) LLC.	Incorporated herein by reference to Exhibit 10.6 to NRG Energy, Inc.'s quarterly report on Form 10-Q filed on May 1, 2008.

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
10.28	Preferred Interest Amendment Agreement, dated December 19, 2008, by and among NRG Common Stock Finance I LLC, Credit Suisse International, and Credit Suisse Securities (USA) LLC.	Incorporated herein by reference to Exhibit 10.31 to NRG Energy, Inc.'s annual report on Form 10-K filed on February 12, 2009.
10.29	Preferred Interest Amendment Agreement, dated December 19, 2008, by and among NRG Common Stock Finance II LLC, Credit Suisse Capital LLC, and Credit Suisse Securities (USA) LLC.	Incorporated herein by reference to Exhibit 10.34 to NRG Energy, Inc.'s annual report on Form 10-K filed on February 12, 2009.
10.30	Agreement with respect to Preferred Interest Purchase Agreement, dated December 19, 2008, by and among NRG Common Stock Finance I LLC, NRG Energy, Inc., Credit Suisse Capital LLC, and Credit Suisse Securities (USA) LLC.	Incorporated herein by reference to Exhibit 10.32 to NRG Energy, Inc.'s annual report on Form 10-K filed on February 12, 2009.
10.31	Agreement with respect to Preferred Interest Purchase Agreement, dated December 19, 2008, by and among NRG Common Stock Finance II LLC, NRG Energy, Inc., Credit Suisse Capital LLC, and Credit Suisse Securities (USA) LLC.	Incorporated herein by reference to Exhibit 10.35 to NRG Energy, Inc.'s annual report on Form 10-K filed on February 12, 2009.
10.32*	NRG Energy, Inc. Executive Change-in-Control and General Severance Agreement, dated December 9, 2008.	Incorporated herein by reference to Exhibit 10.40 to NRG Energy, Inc.'s annual report on Form 10-K filed on February 12, 2009.
10.33†	Amended and Restated Contribution Agreement (NRG), dated March 25, 2008, by and among Texas Genco Holdings, Inc., NRG South Texas LP and NRG Nuclear Development Company LLC and Certain Subsidiaries Thereof.	Incorporated herein by reference to Exhibit 10.1 to NRG Energy, Inc.'s quarterly report on Form 10-Q filed on May 1, 2008.
10.34†	Contribution Agreement (Toshiba), dated February 29, 2008, by and between Toshiba Corporation and NRG Nuclear Development Company LLC.	Incorporated herein by reference to Exhibit 10.2 to NRG Energy, Inc.'s quarterly report on Form 10-Q filed on May 1, 2008.
10.35†	Multi-Unit Agreement, dated February 29, 2008, by and among Toshiba Corporation, NRG Nuclear Development Company LLC and NRG Energy, Inc.	Incorporated herein by reference to Exhibit 10.3 to NRG Energy, Inc.'s quarterly report on Form 10-Q filed on May 1, 2008.
10.36†	Amended and Restated Operating Agreement of Nuclear Innovation North America LLC, dated May 1, 2008.	Incorporated herein by reference to Exhibit 10.4 to NRG Energy, Inc.'s quarterly report on Form 10-Q filed on May 1, 2008.

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
10.37†	LLC Membership Interest Purchase Agreement between Reliant Energy, Inc. and NRG Retail LLC, dated as of February 28, 2009.	Incorporated herein by reference to Exhibit 10.1 to NRG Energy, Inc.'s quarterly report on Form 10-Q filed on April 30, 2009.
10.38	Project Agreement, Settlement Agreement and Mutual Release, dated March 1, 2010, by and among by and among Nuclear Innovation North America LLC, the City of San Antonio acting by and through the City Public Service Board of San Antonio, a Texas municipal utility, NINA Texas 3 LLC and NINA Texas 4 LLC, and solely for purposes of certain sections of the Settlement Agreement, by NRG Energy, Inc and NRG South Texas LP.	Incorporated herein by reference to Exhibit 10.1 to NRG Energy, Inc.'s current report on Form 8-K filed on March 2, 2010.
10.39†	STP 3 & 4 Owners Agreement, dated March 1, 2010, by and among Nuclear Innovation North America LLC, the City of San Antonio, NINA Texas 3 LLC and NINA Texas 4 LLC.	Incorporated herein by reference to Exhibit 10.2 to NRG Energy, Inc.'s current report on Form 8-K filed on March 2, 2010.
10.40*	2009 Executive Change-in-Control and General Severance Plan.	Incorporated herein by reference to Exhibit 10.2 to NRG Energy, Inc.'s current report on Form 8-K filed on April 1, 2010.
10.41†	Investment and Option Agreement by and among NINA Investments Holdings LLC, Nuclear Innovation North America LLC and TEPCO Nuclear Energy America LLC, dated as of May 10, 2010.	Incorporated herein by reference to Exhibit 10.3 to NRG Energy, Inc.'s quarterly report on Form 10-Q filed on August 2, 2010.
10.42†	Parent Company Agreement by and among NRG Energy, Inc., Nuclear Innovation North America LLC, The Tokyo Electric Power Company and TEPCO Nuclear Energy America LLC, dated as of May 10, 2010.	Incorporated herein by reference to Exhibit 10.4 to NRG Energy, Inc.'s quarterly report on Form 10-Q filed on August 2, 2010.
10.43(a)	Letter of Credit and Reimbursement Agreement, dated as of June 30, 2010, by and among NRG LC Facility Company LLC, NRG Energy, Inc. and Citibank, N.A.	Incorporated herein by reference to Exhibit 10.2(a) to NRG Energy, Inc.'s current report on Form 8-K filed on July 1, 2010.
10.43(b)	Letter of Credit and Reimbursement Agreement, dated as of June 30, 2010, by and among NRG LC Facility Company LLC, NRG Energy, Inc. and Deutsche Bank AG, New York Bank.	Incorporated herein by reference to Exhibit 10.2(b) to NRG Energy, Inc.'s current report on Form 8-K filed on July 1, 2010.
10.44*	The NRG Energy, Inc. Amended and Restated Long-Term Incentive Plan.	Incorporated herein by reference to Exhibit 10.1 to NRG Energy, Inc.'s current report on Form 8-K filed on August 3, 2010.

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
10.45	Amended and Restated Credit Agreement, dated July 1, 2011, by and among NRG Energy, Inc., the lenders party thereto, the joint lead bookrunners and joint lead arrangers party thereto, Citicorp North America, Inc., Morgan Stanley Senior Funding, Inc. and the documentation agents party thereto.	Incorporated herein by reference to Exhibit 10.1 to NRG Energy, Inc.'s current report on Form 8-K filed on July 5, 2011.
10.46*	Form of Market Stock Unit Grant Agreement.	Incorporated herein by reference to Exhibit 10.1 to NRG Energy, Inc.'s current report on Form 8-K/A filed on September 12, 2011.
10.47	Registration Rights Agreement, dated September 24, 2012, among NRG Energy, Inc., the guarantors named therein and Deutsche Bank Securities Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Barclays Capital Inc., Citigroup Global Markets Inc., Credit Suisse Securities (USA) LLC, Goldman, Sachs & Co., J.P. Morgan Securities LLC, Morgan Stanley & Co. LLC and RBS Securities Inc., as initial purchasers.	Incorporated herein by reference to Exhibit 10.1 to NRG Energy, Inc.'s current report on Form 8-K filed on September 24, 2012.
10.48*	NRG 2010 Stock Plan for GenOn Employees.	Incorporated herein by reference to Exhibit 10.49 to NRG Energy, Inc.'s annual report on Form 10-K filed on February 27, 2013.
10.49	Revolving Credit Agreement among GenOn Energy, Inc., as Borrower, GenOn Americas, Inc., as Borrower, the several lenders from time to time parties thereto, and NRG Energy, Inc., as Administrative Agent, dated as of December 14, 2012.	Incorporated herein by reference to Exhibit 10.50 to NRG Energy, Inc.'s annual report on Form 10-K filed on February 27, 2013.
10.50	First Amendment Agreement, dated as of February 6, 2013, to the Amended and Restated Credit Agreement and the Second Amended and Restated Collateral Trust Agreement	Incorporated herein by reference to Exhibit 10.1 to NRG Energy, Inc.'s quarterly report on Form 10-Q filed on May 7, 2013
10.51	Second Amendment Agreement, dated as of June 4, 2013, to the Amended and Restated Credit Agreement and the Second Amended and Restated Collateral Trust Agreement	Incorporated herein by reference to Exhibit 10.1 to NRG Energy, Inc.'s current report on Form 8-K filed on June 10, 2013
10.52*	NRG Energy, Inc. Long-Term Incentive Plan Market Stock Unit Agreement	Incorporated herein by reference to Exhibit 10.53 to NRG Energy, Inc.'s annual report on Form 10-K for the year ended December 31, 2013

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
10.53*	NRG Energy, Inc. 2010 Stock Plan For GenOn Employees Market Stock Unit Agreement	Incorporated herein by reference to Exhibit 10.53 to NRG Energy, Inc.'s annual report on Form 10-K for the year ended December 31, 2013
10.54*	Amended and Restated Employee Stock Purchase Plan	Incorporated herein by reference to the Exhibit 10.1 to NRG Energy, Inc.'s quarterly report on Form 10-Q filed on August 7, 2014
10.55*	Amendment 2014-1 to the Amended and Restated Employment Agreement between NRG Energy, Inc. and Mauricio Gutierrez, dated December 4, 2014	Incorporated by reference to Exhibit 10.1 to NRG Energy, Inc.'s current report on Form 8-K filed on December 10, 2014
10.56	Amendment and Restatement Agreement, dated as of June 30, 2016, to the Amended and Restated Credit Agreement, the Second Amended and Restated Collateral Trust Agreement and the Amended and Restated Guarantee and Collateral Agreement.	Incorporated herein by reference to Exhibit 10.1 to NRG Energy, Inc.'s quarterly report on Form 10-K filed on August 9, 2016.
10.57	Second Amended and Restated Credit Agreement, dated as of June 30, 2016, by and among NRG Energy, Inc., the lenders party thereto, the joint lead arrangers and joint lead bookrunners party thereto, Citicorp North America, Inc., Commerzbank AG, New York Branch, Keybank Capital Markets Inc. and CIT Bank, N.A.	Incorporated herein by reference to Exhibit 10.2 to NRG Energy, Inc.'s quarterly report on Form 10-K filed on August 9, 2016.
10.58	Amended and Restated 2009 Executive Change-in-Control and General Severance Plan.	Incorporated herein by reference to Exhibit 10.3 to NRG Energy, Inc.'s quarterly report on Form 10-K filed on August 9, 2016.
12.01	Statement re: Computation of Ratios.	Filed herewith
21.01	Subsidiaries of NRG Energy, Inc.	Filed herewith
23.01	Consent of Kirkland & Ellis LLP	Included in Exhibit 5.01
23.02	Consent of Stinson Leonard Street LLP	Included in Exhibit 5.02
23.03	Consent of Perkins Coie LLP	Included in Exhibit 5.03
23.04	Consent of Paul Frank + Collins P.C.	Included in Exhibit 5.04
23.05	Consent of KPMG LLP	Filed herewith
24.01	Powers of Attorney with respect to NRG Energy, Inc. and the additional registrants	Included on the signature pages to the Registration Statement

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
25.01	Statement of Eligibility of Trustee on Form T-1 under the Trust Indenture Act of 1939 of Delaware Trust Company (successor in interest to Law Debenture Trust Company of New York), as trustee	Filed herewith
99.01	Form of Letter of Transmittal	Filed herewith
99.02	Form of Notice of Guaranteed Delivery	Filed herewith
99.03	Form of Letter to Brokers, Dealers and Other Nominees	Filed herewith
99.04	Form of Instructions to Registered Holder and/or DTC Participant From Beneficial Owner	Filed herewith

* Exhibit relates to compensation arrangements.

† Portions of these exhibits have been redacted and are subject to a confidential treatment request filed with the Secretary of the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:49 PM 12/05/2012
FILED 05:34 PM 12/05/2012
SRV 121300351 - 5253240 FILE

**CERTIFICATE OF FORMATION
OF
ALLIED HOME WARRANTY GP LLC**

1. **Name:** The name of the limited liability company is **Allied Home Warranty GP LLC**.
2. **Registered Office:** The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington 19801, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.
3. **Organizer:** The name and address of the sole organizer of the limited liability company is Chrisoula Manoussakis, NRG Energy, Inc., 211 Carnegie Center Princeton, NJ 08540.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of **Allied Home Warranty GP LLC** this 5th day of December, 2012.

/s/ Chrisoula Manoussakis
Chrisoula Manoussakis
Authorized Person

**AMENDED & RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
ALLIED HOME WARRANTY GP LLC
a Delaware Limited Liability Company**

THIS AMENDED & RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “**Agreement**”) of Allied Home Warranty GP LLC (the “**Company**”), dated as of December 5, 2012 is adopted by, and executed and agreed to, for good and valuable consideration, by the Sole Member of the Company, NRG Home Solutions LLC, a Delaware limited liability company.

**ARTICLE I
DEFINITIONS**

1.1 *Definitions.* As used in this Agreement, the following terms have the following meanings:

“Act” means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

“Agreement” has the meaning given that term in the introductory paragraph.

“Capital Contribution” means the aggregate contribution by a Member to the capital of the Company.

“Certificate” has the meaning given that term in Section 2.1.

“Company” means Allied Home Warranty GP LLC, a Delaware limited liability company.

“Dispose,” “Disposed,” “Disposing” or “Disposition” means a sale, assignment, transfer, exchange or other disposition (including, without limitation, by operation of law); provided, however, that this definition does not include the granting and/ or perfection of a security interest lien or encumbrance.

“Incapacity” or “Incapacitated” means (a) with respect to a natural person, the bankruptcy, death, incompetency or insanity of such person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

“Majority Members” means Members holding a majority of the Units owned by all Members or if there is only one Member, such Member.

“Member” means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

“Person” means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

“Proceeding” has the meaning given such term in Section 5.1.

“Units” means the units of each Member representing such Member’s interest in the income, gains, losses, deductions and expenses of the Company as set forth on Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2 *Construction.* Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

ARTICLE II ORGANIZATION

2.1 *Formation.* The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the “**Certificate**”) under and pursuant to the Act.

2.2 *Name.* The name of the Company is “Allied Home Warranty GP LLC” and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3 *Registered Office; Registered Agent; Principal Office; Other Offices.* The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4 *Purposes.* The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5 *Foreign Qualification.* Prior to the Company’s conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the

Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6 *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7 *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8 *Unit Certificates.* The number of authorized Units shall initially be one thousand (1,000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine.

2.9 *All Interests shall be Securities.* All interests in the Company shall be securities governed by Article 8 of the Uniform Commercial Code and shall be evidenced by certificates. The certificated interests shall be in registered form within the meaning of Article 8 of the Uniform Commercial Code.

ARTICLE III MEMBERS, UNITS AND DISTRIBUTIONS

3.1 *Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2 *Liability of Members.* Except as otherwise required by applicable law and as explicitly set forth in this Agreement, no Member shall have any personal liability whatsoever in its capacity as a Member, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company, and therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein. To the extent that, at law or in equity, a Member or other Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or another Person, such Member or other Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement.

3.3 *Member Units.* Each Member's interest in the Company, including such Member's interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4 *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5 *Distributions.* Subject to the provision of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

ARTICLE IV MANAGEMENT

4.1 *Management by the Members.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Majority Members, and the Majority Members shall make all decisions and take all actions for the Company.

4.2 *Actions by Members; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Majority Members shall act through (i) meetings and written consents pursuant to Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles (including, without limitation, chairman, chief executive officer, president, vice president, secretary, assistant secretary, treasurer and assistant treasurer) to any such Persons and delegate to such other individuals certain authority and duties. Any number of titles may be held by the same individual. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3 *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Majority Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4 *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5 *Conflicts of Interest.* Each Member and officer of the Company at any time and from time to time may engage in and own interests in other business ventures of any and every

type and description, independently or with others (including ones in competition with the Company) with no obligation to offer to the Company or any other Member or officer the right to participate therein. The Company may transact business with any Member, officer or affiliate thereof *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6 *Officers.*

(a) The Majority Members may, from time to time, designate one or more persons to be officers of the Company. No officer need be a resident of the State of Delaware, or a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

ARTICLE V INDEMNIFICATION

5.1 *Exculpation.* Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, none of the Members, managers, or any other officers, directors, stockholders, partners, employees, affiliates, representatives, or agents of any of the foregoing, nor any officer, employee, representative or agent of the Company (individually, a "Covered Person" and collectively, the "Covered Persons") shall be liable to the Company or any other person bound by this Agreement for any act or omission (in relation to the Company, its property or the conduct of its business or affairs, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted by a Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

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5.2 *Indemnification.* To the fullest extent permitted by law, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative ("Claims"), in which the Covered Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Section 5.2 with respect to (i) any Claim with respect to which such Covered Person has engaged in fraud, willful misconduct, bad faith or gross negligence or (ii) any Claim initiated by such Covered Person unless such Claim (or part thereof) (A) was brought to enforce such Covered Person's rights to indemnification hereunder or (B) was authorized or consented to by the Board. Expenses incurred by a Covered Person in defending any Claim shall be paid by the Company in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Section 5.2.

5.3 *Amendments.* Any repeal or modification of this Article V by the Members shall not adversely affect any rights of such Covered Person pursuant to this Article V, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

ARTICLE VI TAXES AND BOOKS

6.1 *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2 *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

ARTICLE VII TRANSFERS

7.1 *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member's Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2 *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

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7.3 *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4 *Effect of Assignment.*

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5 *Effect of Incapacity.* Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

**ARTICLE VIII
DISSOLUTION, LIQUIDATION AND TERMINATION**

8.1 *Dissolution.* The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

- (a) the written consent of the Majority Members; and
- (b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or
- (c) on the date set forth in the Certificate.

8.2 *Liquidation and Termination.* On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed

diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

- (a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and
- (b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3 *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

ARTICLE IX GENERAL PROVISIONS

9.1 *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested or by delivering that writing to the recipient in person, by courier, or by facsimile transmission; and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it. All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

9.2 *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3 *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4 *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5 *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6 *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7 *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

* * * * *

IN WITNESS WHEREOF, the Sole Member has executed this Agreement as of the date first set forth above.

SOLE MEMBER:

NRG HOME SOLUTIONS LLC

Its: Sole Member

By: /s/ Chris Manoussakis

Name: Chris Manoussakis

Title: Assistant Secretary

SCHEDULE A

MEMBERS	UNITS
NRG HOME SOLUTIONS LLC	1,000
TOTAL	1,000

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709



Filed in the Office of the
Secretary of State of Texas
Filing #: 8016 45641 08/27/2012
Document #: 440361820002
Image Generated Electronically
for Web Filing

Filing Fee: \$300

**Certificate of Formation
Limited Liability Company**

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:
Energy Choice Solutions LLC

Article 2 — Registered Agent and Registered Office

A. The initial registered agent is an organization (cannot be company named above) by the name of:

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

**Name:
Jeffrey Anderson**

C. The business address of the registered agent and the registered office address is:

**Street Address:
15455 Dallas Parkway
Suite 1350 Addison TX 75001**

Consent of Registered Agent

A. A copy of the consent of registered agent is attached.

OR

B. The consent of the registered agent is maintained by the entity.

Article 3 - Governing Authority

A. The limited liability company is to be managed by managers.

OR

B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Managing Member 1: (Business Name) **MDW Energy Partners, LLC**
Address: **7312 Lavery Plano TX, USA 75025**
Managing Member 2: (Business Name) **InSite Services LLC**
Address: **15455 Dallas Parkway Suite 1350 Addison TX, USA 75001**

Article 4 - Purpose

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Organizer

The name and address of the organizer are set forth below.

Jeffrey Anderson **15455 Dallas Parkway, Suite 1350, Addison, TX 75001**

Effectiveness of Filing

A. This document becomes effective when the document is filed by the secretary of state.

OR

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Jeffrey Anderson
Signature of Organizer

FILING OFFICE COPY



Office of the Secretary of State
Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697
(Form 503)

Filed in the Office of the
Secretary of State of Texas
Filing #: 801645641 3/11/2013
Document #: 470422470003
Image Generated Electronically
for Web Filing

**ASSUMED NAME CERTIFICATE
FOR FILING WITH THE SECRETARY OF STATE**

1. The assumed name under which the business or professional service is or is to be conducted or rendered is:

EnergyWize Services

2. The name of the entity as stated in its certificate of formation, application for registration, or comparable document is:

Energy Choice Solutions LLC

3. The state, country, or other jurisdiction under the laws of which it was incorporated, organized or associated is **TEXAS** and the address of its registered or similar office in that jurisdiction is:

15455 Dallas Parkway, Suite 1350, Addison, TX, USA 75001

4. The period, not to exceed 10 years, during which the assumed name will be used is :

03/10/2023

5. The entity is a : **Domestic Limited Liability Company (LLC)**

6. The entity's principal office address in Texas is:

15455 Dallas Parkway, Suite 1350, Addison, TX, USA 75001

7. The entity is not organized under the laws of Texas and is not required by law to maintain a registered agent and registered office in Texas. Its office address outside the state is:

8. The county or counties where business or professional services are being or are to be conducted or rendered under such assumed name are:

ALL COUNTIES

9. The undersigned, if acting in the capacity of an attorney-in-fact of the entity, certifies that the entity has duly authorized the attorney-in-fact in writing to execute this document. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Energy Choice Solutions LLC
Name of the entity

By: Jeffrey Anderson
Signature of officer, general partner, manager,
representative or attorney-in-fact of the entity

FILING OFFICE COPY

Form 503
(Revised 09/13)

Return in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512 463-5709
Filing Fee: \$25



Assumed Name Certificate

This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas
SEP 28 2015

Corporations Section

Assumed Name

1. The assumed name under which the business or professional service is, or is to be, conducted or rendered is: Retail Energy Exchange

Entity Information

2. The legal name of the entity filing the assumed name is:

Energy Choice Solutions LLC

State the name of the entity as currently shown in the records of the secretary of state or on its organizational documents, if not filed with the secretary of state.

3. The entity filing the assumed name is a: (Select the appropriate entity type below.)

- For-profit Corporation
- Nonprofit Corporation
- Professional Corporation
- Professional Association
- Other
- Limited Liability Company
- Limited Partnership
- Limited Liability Partnership
- Cooperative Association

Specify type of entity. For example, foreign real estate investment trust, state bank, insurance company, etc.

4. The file number, if any, issued to the entity by the secretary of state is: 801645641

5. The state, country, or other jurisdiction of formation of the entity is: Texas

6. The entity's principal office address is:

211 Carnegie Center
Street or Mailing Address

Princeton	NJ	USA	08540
City	State	Country	Postal or Zip Code

Period of Duration

7a. The period during which the assumed name will be used is 10 years from the date of filing with the secretary of state.

OR

7b. The period during which the assumed name will be used is _____ years from the date of filing with the secretary of state (not to exceed 10 years).

OR

7c. The assumed name will be used until _____ (not to exceed 10 years).

mm/dd/yyyy

RECEIVED
SEP 28 2015
Secretary of State

County or Counties in which Assumed Name Used

8. The county or counties where business or professional services are being or are to be conducted or rendered under the assumed name are:

All counties

All counties with the exception of the following counties:

Only the following counties:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and also certifies that the person is authorized to sign on behalf of the identified entity. If the undersigned is acting in the capacity of an attorney in fact for the entity, the undersigned certifies that the entity has duly authorized the undersigned in writing to execute this document.

Date: 9/28/15

/s/ Deborah R. Fry
Deborah R. Fry
Signature of a person authorized by law to sign on behalf of the identified entity (see instructions)



Assumed Name Certificate

This space reserved for office use.

Return in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512 463-5709
Filing Fee: \$25

FILED
In the Office of the
Secretary of state of Texas
SEP 28 2015

Corporations Section

Assumed Name

1. The assumed name under which the business or professional service is, or is to be, conducted or rendered is: Retail Energy Xchange

Entity Information

2. The legal name of the entity filing the assumed name is:

Energy Choice Solutions LLC

State the name of the entity as currently shown in the records of the secretary of state or on its organizational documents, if not filed with the secretary of state.

3. The entity filing the assumed name is a: (Select the appropriate entity type below.)

- For-profit Corporation
- Nonprofit Corporation
- Professional Corporation
- Professional Association
- Other
- Limited Liability Company
- Limited Partnership
- Limited Liability Partnership
- Cooperative Association

Specify type of entity. For example, foreign real estate investment trust, state bank, insurance company, etc.

4. The file number, if any, issued to the entity by the secretary of state is: 801645641

5. The state, country, or other jurisdiction of formation of the entity is: Texas

6. The entity's principal office address is:

211 Carnegie Center
Street or Mailing Address

Princeton	NJ	USA	08540
<i>City</i>	<i>State</i>	<i>Country</i>	<i>Postal or Zip Code</i>

Period of Duration

7a. The period during which the assumed name will be used is 10 years from the date of filing with the secretary of state.
OR

7b. The period during which the assumed name will be used is _____ years from the date of filing with the secretary of state (not to exceed 10 years).
OR

7c. The assumed name will be used until _____ (not to exceed 10 years).

mm/dd/yyyy

County or Counties in which Assumed Name Used

8. The county or counties where business or professional services are being or are to be conducted or rendered under the assumed name are:

All counties

All counties with the exception of the following counties:

Only the following counties:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and also certifies that the person is authorized to sign on behalf of the identified entity. If the undersigned is acting in the capacity of an attorney in fact for the entity, the undersigned certifies that the entity has duly authorized the undersigned in writing to execute this document.

Date: 9/28/15

/s/ Deborah R. Fry
Deborah R. Fry
Signature of a person authorized by law to sign on behalf of the identified entity (see instructions)

**AMENDED & RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
ENERGY CHOICE SOLUTIONS LLC
a Texas Limited Liability Company**

THIS LIMITED LIABILITY COMPANY AGREEMENT (this “**Agreement**”) of Energy Choice Solutions LLC (the “**Company**”), dated as of July 17, 2015, is adopted by, and executed and agreed to, for good and valuable consideration, by its Sole Member, NRG Advisory Services LLC, a Delaware limited liability company.

**ARTICLE I
DEFINITIONS**

1.1 *Definitions.* As used in this Agreement, the following terms have the following meanings:

“**Act**” means the Texas Limited Liability Company Act and any successor statute, as amended from time to time.

“**Agreement**” has the meaning given that term in the introductory paragraph.

“**Capital Contribution**” means the aggregate contribution by a Member to the capital of the Company.

“**Certificate**” has the meaning given that term in Section 2.1.

“**Company**” has the meaning given that term in the introductory paragraph.

“**Covered Person**” has the meaning given that term in Section 3.2.

“**Dispose**” or “**Disposition**” means a sale, assignment, transfer, exchange or other disposition (including, without limitation, by operation of law); provided, however, that this definition does not include the granting and/or perfection of a security interest, lien or encumbrance.

“**Incapacity**” or “**Incapacitated**” means (a) with respect to a natural Person, the bankruptcy, death, incompetency or insanity of such Person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

“**Indemnitee**” has the meaning given such term in Section 5.2.

“**Majority Members**” means Members holding a majority of the Units owned by all Members or, if there is only one Member, such Member.

“**Member**” means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

“**Person**” means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

“**Proceeding**” has the meaning given such term in Section 5.2.

“**Units**” means the units of each Member representing such Member’s interest in the income, gains, losses, deductions and expenses of the Company as set forth in Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2 *Construction.* Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

ARTICLE II ORGANIZATION

2.1 *Formation.* The Company has been organized as a Texas limited liability company by the filing of a Certificate of Formation (the “**Certificate**”) under and pursuant to the Act.

2.2 *Name.* The name of the Company is “Energy Choice Solutions, LLC” and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3 *Registered Office; Registered Agent; Principal Office; Other Offices.* The registered office of the Company required by the Act to be maintained in the State of Texas shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Texas shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Texas.

2.4 *Purposes.* The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5 *Foreign Qualification.* Prior to the Company's conducting business in any jurisdiction other than Texas, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6 *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Texas and shall continue in existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7 *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8 *Unit Certificates.* The number of authorized Units shall initially be one thousand (1,000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine.

2.9 *All Interests shall be Securities.* All interests in the Company shall be securities governed by Article 8 of the Uniform Commercial Code and shall be evidenced by certificates. The certificated interests shall be in registered form within the meaning of Article 8 of the Uniform Commercial Code.

ARTICLE III MEMBERS, UNITS AND DISTRIBUTIONS

3.1 *Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2 *Liability of Members.*

(a) To the fullest extent permitted by applicable law, no Member, officer or employee of the Company or any employee of any such Member (in each case, a "**Covered Person**") shall (x) have any duty, including but not limited to fiduciary duties of loyalty and care, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, and (y) have any personal liability whatsoever in its capacity as a Member or otherwise, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company. Therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein.

(b) If the Member receives a distribution from the Company, the Member will have no liability under the Act or other applicable law for the amount of the distribution after the expiration of twelve months from the date of the distribution, unless an action to recover the distribution from the Member is commenced prior to the expiration of the twelve-month period and an adjudication of liability against the Member is made in such action.

(c) To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) or liabilities relating thereto to the Company or another Person, such Covered Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity and shall replace such other duties and liabilities of such Covered Person.

3.3 *Member Units.* Each Member's interest in the Company, including such Member's interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4 *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5 *Distributions.* Subject to the provision of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

ARTICLE IV MANAGEMENT

4.1 *Management.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of the Members, and the Members shall make all decisions and take all actions for the Company, except as set forth herein.

4.2 *Actions; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Members shall act through (i) meetings and written consents pursuant to Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles to any such Persons and delegate to such other individuals certain authority and duties, including as provided in Section 4.6. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3 *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4 *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent, in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Texas, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all Persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5 *Conflicts of Interest.* Each Covered Person at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation to offer to the Company or any other Covered Person the right to participate therein. The Company may transact business with any Covered Person or affiliate thereof provided that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6 *Officers.*

(a) The Majority Members may, from time to time, designate one or more Persons to be officers of the Company. No officer need be a resident of the State of Texas, or a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

ARTICLE V INDEMNIFICATION

5.1 *Exculpation.* Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, no Covered Person shall be liable to the Company or any other Person bound by this Agreement for any act or omission in relation to (a) the Company, its property or the conduct of its business or affairs, (b) this Agreement or any related document or (c) any transaction or investment contemplated by this Agreement or any related document, in each case, taken or omitted by such Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

5.2 *Indemnification.*

(a) To the fullest extent permitted by applicable law, and without in any way limiting the indemnification provisions set forth in the Amended and Restated Certificate of Incorporation or the Second Amended and Restated By-Laws of NRG Energy, Inc., or any successor governing documents, each Covered Person who was or is made a party or is threatened to be made a party to or is otherwise involved (including involvement as a witness) in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "**Proceeding**"), by reason of the fact that he, she or it is or was a Covered Person or, while a Covered Person, is or was serving at the request of the Company or any parent or subsidiary of the Company as a director, officer, employee, partner, member, manager, trustee, fiduciary or agent of another limited liability company or of a partnership, joint venture, corporation, trust or other entity or enterprise, including service with respect to an employee benefit plan (an "**Indemnitee**") shall be indemnified and held harmless by the Company to the fullest extent authorized by the Act, as the same exists or may hereafter be amended, against all expense, liability and loss (including attorneys' fees and costs, judgments, fines, excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Indemnitee in connection therewith. Such indemnification shall continue as to an Indemnitee who has ceased to be a director, officer, employee, partner, member, manager, fiduciary, agent, or Covered Person, and shall inure to the benefit of the Indemnitee's heirs, executors and administrators; provided, however, that, except with respect to Proceedings to enforce rights to indemnification or advance of expenses, the Company shall not indemnify any such Indemnitee in connection with a Proceeding (or part thereof) initiated by such Indemnitee except to the extent such Proceeding (or part thereof) was authorized in writing by the Majority Members.

(b) To the fullest extent permitted by applicable law, expenses (including reasonable legal fees) incurred by a Covered Person defending any Proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such Proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined by final judicial decision from which there is no further right to appeal that the Covered Person is not entitled to be indemnified as authorized in this Section 5.2.

(c) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence and who has been selected by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

(d) Section 3.2 and this Article V shall survive any termination of this Agreement.

5.3 *Amendments.* Any repeal or modification of this Article V shall not adversely affect any rights of such Covered Person pursuant to this Article V, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

ARTICLE VI TAXES AND BOOKS

6.1 *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2 *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

ARTICLE VII TRANSFERS

7.1 *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member's Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2 *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7.3 *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4 *Effect of Assignment.*

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Upon the assignment of any Units or other interests in the Company to a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement. However, any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5 *Effect of Incapacity.* Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

**ARTICLE VIII
DISSOLUTION, LIQUIDATION AND TERMINATION**

8.1 *Dissolution.* The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

- (a) the written consent of the Majority Members;
- (b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or
- (c) on the dissolution date set forth in the Certificate, if one is stated.

8.2 *Liquidation and Termination.* On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the

power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

(a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and

(b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation). All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3 *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Texas, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

ARTICLE IX GENERAL PROVISIONS

9.1 *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested, by a nationally recognized overnight courier service, or by delivering that writing to the recipient in person, by courier (with return receipt), or by facsimile or e-mail transmission (provided that in the case of facsimile or e-mail transmission, a copy is sent on or before the next business day by a nationally recognized overnight courier service); and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it (in the case of facsimile or e-mail, upon delivery by such facsimile or e-mail). All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

9.2 *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3 *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4 *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5 *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6 *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances are not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7 *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

* * * * *

IN WITNESS WHEREOF, the Sole Member has executed this Agreement as of the date first set forth above.

NRG ADVISORY SERVICES LLC

By: /s/ Deborah R. Fry

Name: Deborah R. Fry

Title: Assistant Secretary

SCHEDULE A

MEMBER(S)	UNITS
NRG ADVISORY SERVICES LLC	1,000
TOTAL	1,000

CT-07

New York State Department of State
Division of Corporations, State Records and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231
www.dos.state.ny.us

CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
OF

Energy Curtailment Specialists, Inc.
(Insert Home of Domestic Corporation)

Under Section 805 of the Business Corporation Law

FIRST: The name of the corporation is:
Energy Curtailment Specialists, Inc.

If the name of the corporation has been changed, the name under which it was formed is:

SECOND: The date of filing of the certificate of incorporation with the Department of State is: December 5, 2003

THIRD: The amendment effected by this certificate of amendment is as follows:

(Set forth each amendment in separate paragraph providing the subject matter and full text of each amended paragraph. For example, an amendment changing the name of the corporation would read as follows: Paragraph First of the Certificate of Incorporation relating to *the corporation name* is hereby amended to read as follows: *First: The name of the corporation is... (new name)...*)

Paragraph 1. of the Certificate of Incorporation relating to

the name of the Corporation

is hereby amended to read in its entirety as follows:

1. The name of the Corporation is NRG Curtailment Solutions, Inc.

DOS-1554-f1 (Rev. 12/14)

Paragraph _____ of the Certificate of Incorporation relating to

is hereby amended to read in its entirety as follows:

FOURTH: The certificate of amendment was authorized by: *(Check the appropriate box)*

The vote of the board of directors followed by a vote of a majority of all outstanding shares entitled to vote thereon at a meeting of shareholders.

The vote of the board of directors followed by the unanimous written consent of the holders of all outstanding shares.

/s/ Deborah Fry
(Signature)

Deborah Fry
(Name of Signer)

Assistant Secretary
(Title of Signer)

CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
OF

Energy Curtailment Specialists, Inc.
(Insert Name of Domestic Corporation)

Under Section 805 of the Business Corporation Law

Filer's Name Deborah Fry

Address 211 Carnegie Center

City, State and Zip Code Princeton, NJ 08540

NOTE: This form was prepared by the New York State Department of State. It does not contain all optional provisions under the law. You are act required to use this form. You may draft your own farm or use forms available as legal stationery stores. The Department of State recommends that all documents be prepared under the guidance of an attorney. The certificate must be submitted with a 560 filing fee.

For Office Use Only

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED AUG 31 2015

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BY: /s/ [ILLEGIBLE]

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2015 AUG 28 PM 4:05

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2015 AUG 13 AM 11:35

DC-08

**CERTIFICATE OF INCORPORATION
OF
ENERGY CURTAILMENT SPECIALISTS, INC.
UNDER SECTION 402 OF THE BUSINESS CORPORATION LAW**

The undersigned, being the sole incorporator of ENERGY CURTAILMENT SPECIALISTS, INC., hereby certifies that:

1. The name of the Corporation is ENERGY CURTAILMENT SPECIALISTS, INC.;
2. The Corporation is formed for the purpose of engaging in any lawful act or activity for which Corporations may be organized under the Business Corporation Law, provided, however, that the Corporation shall not engage in any act or activity requiring the consent or approval of any State official, department, board, agency or other body without such consent or approval first being obtained;
3. The office of the Corporation shall be located in Erie County, New York;
4. The aggregate number of shares that the Corporation is authorized to issue is 200 shares having no par value;
5. The Secretary of State of the State of New York is hereby designated as an agent of the Corporation upon whom process against it may be served. The post office address that the Secretary of State shall mail a copy of any process against the Corporation served upon him or her is 2959 Genesee Street, Buffalo, New York 14225;

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the 20th day of November, 2003.

/s/ Joel A. McMahon
Joel A. McMahon, Incorporator

600 Fleet Bank Building
12 Fountain Plaza
Buffalo, NY 14202

CERTIFICATE OF INCORPORATION

OF

ENERGY CURTAILMENT SPECIALISTS, INC.

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UNDER SECTION 402 OF THE BUSINESS CORPORATION LAW

**STATE OF NEW YORK
DEPARTMENT OF STATE**

FILED DEC 05 2003
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Y: /s/ [ILLEGIBLE]

Filled By:

Watson, Bennett, Colligan, Johnson et al
600 Fleet Bank Building - 12 Fountain Plaza
Buffalo NY 14202

ROUTINE

SAME DAY

24 HOUR

2 HOUR

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy for ENERGY CURTAILMENT SPECIALISTS, INC., File Number 130905000505 has been compared with the original document in the custody of the Secretary of State and that the same is true copy of said original.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on June 10, 2015.

/s/ Anthony Giardina

Anthony Giardina
Executive Deputy Secretary of State

Rev. 06/07

Authentication Number: 1506101008 To verify the authenticity of this document you may access the Division of Corporations' Document Authentication Website at <http://ecorp.dos.ny.gov>

CT-07

New York State Department of State
Division of Corporations, State Records and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231
www.dos.state.ny.us

CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
OF

ENERGY CURTAILMENT SPECIALISTS, INC.
(Insert Name of Domestic Corporation)

Under Section 805 of the Business Corporation Law

FIRST: The name of the corporation is: ENERGY CURTAILMENT SPECIALISTS, INC.

If the name of the corporation has been changed, the name under which it was formed is:

SECOND: The date of filing of the certificate of incorporation with the Department of State is: December 5, 2003

THIRD: The amendment effected by this certificate of amendment is as follows:

(Set forth each amendment in a separate paragraph providing the subject matter and full text of each amended paragraph. For example, an amendment changing the name of the corporation would read as follows: Paragraph *First* of the Certificate of Incorporation relating to *the corporation name* is hereby amended to read as follows: *First: The name of the corporation is... (new name) ...*)

Paragraph 5 of the Certificate of Incorporation relating to

the address to which the Secretary of State shall forward copies of process accepted on behalf of the corporation

is hereby amended to read in its entirety as follows:

- 5. The Secretary of State is designated as the agent of the corporation upon whom process against the corporation may be served. The post office address to which the Secretary of State shall mail a copy of any process against the corporation served upon him is: c/o C T Corporation System, 111 Eighth Avenue, New York, New York 10011.

Paragraph of the Certificate of Incorporation relating to

is hereby amended to read in its entirety as follows:

FOURTH: The certificate of amendment was authorized by: *(Check the appropriate box)*

- The vote of the board of directors followed by a vote of a majority of all outstanding shares entitled to vote thereon at a meeting of shareholders.
- The vote of the board of directors followed by the unanimous written consent of the holders of all outstanding shares.

/s/ Elizabeth McCormack
(Signature)

Elizabeth McCormack
(Name of Signer)

Authorized Person
(Title of Signer)

CT-07

CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
OF

ENERGY CURTAILMENT SPECIALISTS, INC.
(Insert Name of Domestic Corporation)

Under Section 805 of the Business Corporation Law

Filer's Name Elizabeth McCormack

Address c/o NRG Energy, Inc. 211 Carnegie Center

City, State and Zip Code Princeton, NJ 08540

NOTE: This form was prepared by the New York State Department of State. It does not contain all optional provisions under the law. You are not required to use this form. You may draft your own form or use forms available at legal stationery stores. The Department of State recommends that all documents be prepared under the guidance of an attorney. The certificate must be submitted with a \$60 filing fee, plus the required tax on shares pursuant to §180 of the Tax Law, if applicable.

For Office Use Only

/s/ [ILLEGIBLE]

STATE OF NEW YORK
DEPARTMENT OF STATE

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BY: /s/ [ILLEGIBLE]

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**FIRST AMENDMENT
TO THE
AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT
OF
ENERGY PLUS HOLDINGS LLC
(the “Company”)**

THIS FIRST AMENDMENT (this “First Amendment”) to that certain Amended and Restated Limited Liability Company Agreement of the Company, dated as of September 30, 2011, as amended (the “LLC Agreement”), is entered into as of March 1, 2016, by its Sole Member, NRG Retail LLC. Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the LLC Agreement.

WHEREAS, on even date herewith, immediately prior to the execution of this First Amendment, the Sole Member and NRG Energy, Inc. (the “Former Member”) entered into that certain Contribution Agreement (the “Agreement”) pursuant to which the Former Member, as the sole member of the Company, distributed 100% of the membership interests of the Company to the Sole Member;

WHEREAS, the LLC Agreement states that the Former Member is the sole member of the Company; and

WHEREAS, the Sole Member desires to amend the LLC Agreement to reflect that it is now the sole Member of the Company and to make certain other updates that are necessary as a result of execution of the Agreement.

NOW, THEREFORE, in consideration of the mutual agreements, covenants, representations and warranties set forth herein, and intending to be legally bound hereby, the Sole Member amends the LLC Agreement as follows:

1. Amendments to LLC Agreement. The LLC Agreement is hereby amended as follows:
 - (a) The recitals to the LLC Agreement are hereby amended by replacing “NRG Energy, Inc.” with “NRG Retail LLC”
 - (b) Schedule A to the LLC Agreement is deleted in its entirety and replaced with the Schedule A attached hereto.
 2. Compliance with Section 3.1 of the LLC Agreement. The Sole Member agrees to the terms of the LLC Agreement and that its signature below shall be deemed a
-

counterpart to the LLC Agreement, as such counterpart is required pursuant to Section 3.1(c) of the LLC Agreement.

3. Conflicts: Continuing Effect of Transaction Documents. In the event of any conflict between the terms of this First Amendment and the LLC Agreement, the terms of this First Amendment shall control. Except as otherwise expressly provided herein, the execution, delivery, and performance by the parties hereto of this First Amendment shall not constitute a waiver, permit, consent or approval of any kind or character with respect to the LLC Agreement, as amended hereby.
4. Entire Agreement. This First Amendment integrates all the terms and conditions mentioned herein or incidental hereto and supersedes all oral negotiations and prior agreements and understandings of the parties hereto in respect to the subject matter hereof.
5. Counterparts. This First Amendment may be executed in one or more duplicate counterparts and when signed by all of the parties shall constitute a single binding agreement.
6. Governing Law. This First Amendment shall be governed by, construed, interpreted, and applied in accordance with the laws of the State of Delaware (excluding any conflict of law rules that would refer the matter to be decided to the laws of another jurisdiction).
7. Further Assurances. The parties hereto agree to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this First Amendment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Sole Member of the Company has executed and delivered this amendment as of the date first above written.

NRG RETAIL LLC

By: /s/ Deborah R. Fry
Name: Deborah R. Fry
Title: Assistant Secretary

SCHEDULE A

<u>MEMBERS</u>	<u>UNITS</u>
NRG RETAIL LLC 1201 Fannin Street Houston, Texas 77002	1,000
TOTAL	1,000

**FIRST AMENDMENT
TO THE
SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT
OF
EVERYTHING ENERGY LLC
(the “Company”)**

THIS FIRST AMENDMENT (this “First Amendment”) to that certain Second Amended and Restated Limited Liability Company Agreement of the Company, dated as of February 9, 2012, as amended (the “LLC Agreement”), is entered into as of March 1, 2016, by its Sole Member, NRG Retail LLC. Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the LLC Agreement.

WHEREAS, on even date herewith, immediately prior to the execution of this First Amendment, the Sole Member and NRG Energy, Inc. (the “Former Member”) entered into that certain Contribution Agreement (the “Agreement”) pursuant to which the Former Member, as the sole member of the Company, distributed 100% of the membership interests of the Company to the Sole Member;

WHEREAS, the LLC Agreement states that the Former Member is the sole member of the Company; and

WHEREAS, the Sole Member desires to amend the LLC Agreement to reflect that it is now the sole Member of the Company and to make certain other updates that are necessary as a result of execution of the Agreement.

NOW, THEREFORE, in consideration of the mutual agreements, covenants, representations and warranties set forth herein, and intending to be legally bound hereby, the Sole Member amends the LLC Agreement as follows:

1. Amendments to LLC Agreement. The LLC Agreement is hereby amended as follows:
 - (a) The recitals to the LLC Agreement are hereby amended by replacing “NRG Energy, Inc.” with “NRG Retail LLC”
 - (b) Schedule A to the LLC Agreement is deleted in its entirety and replaced with the Schedule A attached hereto.
 2. Compliance with Section 3.1 of the LLC Agreement. The Sole Member agrees to the terms of the LLC Agreement and that its signature below shall be deemed a
-

counterpart to the LLC Agreement, as such counterpart is required pursuant to Section 3.1(c) of the LLC Agreement.

3. Conflicts: Continuing Effect of Transaction Documents. In the event of any conflict between the terms of this First Amendment and the LLC Agreement, the terms of this First Amendment shall control. Except as otherwise expressly provided herein, the execution, delivery, and performance by the parties hereto of this First Amendment shall not constitute a waiver, permit, consent or approval of any kind or character with respect to the LLC Agreement, as amended hereby.
4. Entire Agreement. This First Amendment integrates all the terms and conditions mentioned herein or incidental hereto and supersedes all oral negotiations and prior agreements and understandings of the parties hereto in respect to the subject matter hereof.
5. Counterparts. This First Amendment may be executed in one or more duplicate counterparts and when signed by all of the parties shall constitute a single binding agreement.
6. Governing Law. This First Amendment shall be governed by, construed, interpreted, and applied in accordance with the laws of the State of Delaware (excluding any conflict of law rules that would refer the matter to be decided to the laws of another jurisdiction).
7. Further Assurances. The parties hereto agree to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this First Amendment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Sole Member of the Company has executed and delivered this First Amendment as of the date first above written.

NRG RETAIL LLC

By: /s/ Deborah R. Fry
Name: Deborah R. Fry
Title: Assistant Secretary

SCHEDULE A

<u>MEMBERS</u>	<u>UNITS</u>
NRG RETAIL LLC 1201 Fannin Street Houston, Texas 77002	1,000
TOTAL	<u>1,000</u>

**SECOND AMENDED & RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
EVERYTHING ENERGY LLC
a Delaware Limited Liability Company**

THIS SECOND AMENDED & RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “**Agreement**”) of Everything Energy LLC (the “**Company**”), dated as of February 9, 2012 is adopted by, and executed and agreed to, for good and valuable consideration, by the Sole Member of the Company, NRG Energy, Inc., a Delaware limited liability company.

**ARTICLE I
DEFINITIONS**

1.1 *Definitions.* As used in this Agreement, the following terms have the following meanings:

“Act” means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

“Agreement” has the meaning given that term in the introductory paragraph.

“Capital Contribution” means the aggregate contribution by a Member to the capital of the Company.

“Certificate” has the meaning given that term in Section 2.1.

“Company” means Everything Energy LLC, a Delaware limited liability company.

“Dispose,” “Disposed,” “Disposing” or “Disposition” means a sale, assignment, transfer, exchange or other disposition (including, without limitation, by operation of law); provided, however, that this definition does not include the granting and/ or perfection of a security interest lien or encumbrance.

“Incapacity” or “Incapacitated” means (a) with respect to a natural person, the bankruptcy, death, incompetency or insanity of such person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

“Majority Members” means Members holding a majority of the Units owned by all Members or if there is only one Member, such Member.

“Member” means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

“Person” means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

“Proceeding” has the meaning given such term in Section 5.1.

“Units” means the units of each Member representing such Member’s interest in the income, gains, losses, deductions and expenses of the Company as set forth on Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2 *Construction.* Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

ARTICLE II ORGANIZATION

2.1 *Formation.* The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the “**Certificate**”) under and pursuant to the Act.

2.2 *Name.* The name of the Company is “Everything Energy LLC” and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3 *Registered Office; Registered Agent; Principal Office; Other Offices.* The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4 *Purposes.* The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5 *Foreign Qualification.* Prior to the Company’s conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6 *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7 *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8 *Unit Certificates.* The number of authorized Units shall initially be one thousand (1,000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine.

2.9 *All Interests shall be Securities.* All interests in the Company shall be securities governed by Article 8 of the Uniform Commercial Code and shall be evidenced by certificates. The certificated interests shall be in registered form within the meaning of Article 8 of the Uniform Commercial Code.

ARTICLE III MEMBERS, UNITS AND DISTRIBUTIONS

3.1 *Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2 *Liability of Members.* Except as otherwise required by applicable law and as explicitly set forth in this Agreement, no Member shall have any personal liability whatsoever in its capacity as a Member, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company, and therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein. To the extent that, at law or in equity, a Member or other Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or another Person, such Member or other Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement.

3.3 *Member Units.* Each Member's interest in the Company, including such Member's interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4 *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5 *Distributions.* Subject to the provision of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

ARTICLE IV MANAGEMENT

4.1 *Management by the Members.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Majority Members, and the Majority Members shall make all decisions and take all actions for the Company.

4.2 *Actions by Members; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Majority Members shall act through (i) meetings and written consents pursuant to

Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles (including, without limitation, chairman, chief executive officer, president, vice president, secretary, assistant secretary, treasurer and assistant treasurer) to any such Persons and delegate to such other individuals certain authority and duties. Any number of titles may be held by the same individual. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3 *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Majority Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4 *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5 *Conflicts of Interest.* Each Member and officer of the Company at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation to offer to the Company or any other Member or officer the right to participate therein. The Company may transact business with any Member, officer or affiliate

thereof *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6 *Officers.*

(a) The Majority Members may, from time to time, designate one or more persons to be officers of the Company. No officer need be a resident of the State of Delaware, or a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

**ARTICLE V
INDEMNIFICATION**

5.1 *Exculpation.* Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, none of the Members, managers, or any other officers, directors, stockholders, partners, employees, affiliates, representatives, or agents of any of the foregoing, nor any officer, employee, representative or agent of the Company (individually, a “Covered Person” and collectively, the “Covered Persons”) shall be liable to the Company or any other person bound by this Agreement for any act or omission (in relation to the Company, its property or the conduct of its business or affairs, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted by a Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

5.2 *Indemnification.* To the fullest extent permitted by law, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or

investigative (“Claims”), in which the Covered Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Section 5.2 with respect to (i) any Claim with respect to which such Covered Person has engaged in fraud, willful misconduct, bad faith or gross negligence or (ii) any Claim initiated by such Covered Person unless such Claim (or part thereof) (A) was brought to enforce such Covered Person’s rights to indemnification hereunder or (B) was authorized or consented to by the Board. Expenses incurred by a Covered Person in defending any Claim shall be paid by the Company in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Section 5.2.

5.3 *Amendments.* Any repeal or modification of this Article V by the Members shall not adversely affect any rights of such Covered Person pursuant to this Article V, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

**ARTICLE VI
TAXES AND BOOKS**

6.1 *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2 *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

**ARTICLE VII
TRANSFERS**

7.1 *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member’s Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2 *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7

7.3 *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4 *Effect of Assignment.*

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5 *Effect of Incapacity.* Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member’s Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

**ARTICLE VIII
DISSOLUTION, LIQUIDATION AND TERMINATION**

8.1 *Dissolution.* The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

- (a) the written consent of the Majority Members; and
- (b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or
- (c) on the date set forth in the Certificate.

8.2 *Liquidation and Termination.* On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final

distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

(a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and

(b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3 *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

ARTICLE IX GENERAL PROVISIONS

9.1 *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested or by delivering that writing to the recipient in person, by courier, or by facsimile transmission; and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it. All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

9.2 *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3 *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4 *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5 *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6 *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7 *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

* * * * *

IN WITNESS WHEREOF, the Sole Member has executed this Agreement as of the date first set forth above.

SOLE MEMBER:

NRG Energy, Inc.

Its: Sole Member

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

SCHEDULE A

MEMBERS	UNITS
NRG Energy, Inc.	1,000
TOTAL	1,000

NAME OF GOVERNING PERSON (Enter the name of either an individual or an organization, but not both.)

IF INDIVIDUAL

First Name

M.I.

Last Name

Suffix

OR

IF ORGANIZATION

Organization Name

ADDRESS OF GOVERNING PERSON

Street or Mailing Address

City

State

Country

Zip Code

NAME OF GOVERNING PERSON (Enter the name of either an individual or an organization, but not both.)

IF INDIVIDUAL

First Name

M.I.

Last Name

Suffix

OR

IF ORGANIZATION

Organization Name

ADDRESS OF GOVERNING PERSON

Street or Mailing Address

City

State

Country

Zip Code

Article 4 — Purpose

The purpose for which the company is formed is for the transaction of any and all lawful purposes for which a limited liability company may be organized under the Texas Business Organizations Code.

Supplemental Provisions/Information

Text Area: [The attached addendum, if any, is incorporated herein by reference.]

Organizer

The name and address of the organizer:

Robert White
Name

2990 Richmond Ave, Ste 530
Street or Mailing Address

Houston
City

TX
State

77098
Zip Code

Effectiveness of Filing (Select either A, B, or C.)

- A. This document becomes effective when the document is filed by the secretary of state.
- B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is:
- C. This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90th day after the date of signing is:
The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: 02/08/06

/s/ [ILLEGIBLE]
Signature of organizer

**Form 401
(Revised 01/06)**

Return in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709
Filing Fee: See instructions



**Statement of Change of
Registered Office/Agent**

This space reserved for office use.

**FILED
In the Office of the
Secretary of State of Texas
AUG 28 2006
Corporations Section**

Entity Information

The name of the entity is:

Lone star A/C & Appliance Repair, LLC
State the name of the entity as currently shown in the records of the secretary of state.

The file number issued to the filing entity by the secretary of state is: 800611084

The registered agent and registered office of the entity as currently shown on the records of the secretary of state are:
Robert A. White
2990 Richmond Ave Ste 530
Houston, TX 77098

Change to Registered Agent/Registered Office

The certificate of formation or registration is modified to change the registered agent and/or office of the filing entity as follows:

Registered Agent Change
(Complete either A or B, but not both. Also complete C if the address has changed.)

A. The new registered agent is an organization (cannot be entity named above) by the name of:

OR
 B. The new registered agent is an individual resident of the state whose name is:

Elizabeth	W.	Russell	
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>

Registered Office Change

C. The business address of the registered agent and the registered office address is changed to:

4231 Whitman	Houston	TX	77027
<i>Street Address (No P.O. Box)</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>

The street address of the registered office as stated in this instrument is the same as the registered

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AUG 28 2006
Secretary of State

agent's business address.

Statement of Approval

The change specified in this statement has been authorized by the entity in the manner required by the BOC or in the manner required by the law governing the filing entity, as applicable.

Effectiveness Of Filing (Select either A, B, or C.)

- A. This document becomes effective when the document is filed by the secretary of state.
- B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is:
- C. This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is:

The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: 8/25/06

/s/ [ILLEGIBLE]
General Manager
Signature and title of authorized person (see instructions)

05-102
(11-06/26)

3333

a T Code ■ 13196

This report MUST be filed to
satisfy franchise tax requirements

07108150307

TEXAS FRANCHISE TAX PUBLIC INFORMATION REPORT

c Taxpayer identification number ■ 12042787957	d Report year ■ 2007
---	-------------------------

Corporation name and address

LONE STAR A/C & APPLIANCE REPAIR, LLC
2990 RICHMOND AVE, #530
HOUSTON, TX 77098

e PIR / IND	1	4
Secretary of State file number or, if none, Comptroller unchartered number		
g ■ Item k on Franchise Tax Report, Form 05-142 800611084		

Please mark through any incorrect information, and type or print the correct information.
The following information is required by Section 171.203 of the Tax Code for each corporation or limited liability company that files a Texas Corporation Franchise Tax Report. Use additional sheets for Sections A, B, and C, if necessary. The information will be available for public inspection.

Check here if there are currently **no changes** to the information preprinted in Section A of this report. Then, complete Sections Band C.



1204278795707

Please sign below! Officer and director information is reported as of the date a Public Information Report is completed. The information is updated annually as part of the franchise tax report. There is no requirement or procedure for supplementing the information as officers and directors change throughout the year.

Corporation's principal office
2990 RICHMOND AVE, #530, HOUSTON, TX 77098

Principal place of business
2990 RICHMOND AVE, #530, HOUSTON, TX 77098

SECTION A. Name, title, and mailing address of each officer and director.

NAME	TITLE	DIRECTOR	Term expiration (mm-dd-yyyy)
Robert A White		<input type="checkbox"/> Yes	
MAILING ADDRESS 2990 Richmond, #530 Houston TX 77098			
NAME	TITLE	DIRECTOR	Term expiration (mm-dd-yyyy)
		<input type="checkbox"/> Yes	
MAILING ADDRESS			
NAME	TITLE	DIRECTOR	Term expiration (mm-dd-yyyy)
		<input type="checkbox"/> Yes	
MAILING ADDRESS			
NAME	TITLE	DIRECTOR	Term expiration (mm-dd-yyyy)
		<input type="checkbox"/> Yes	
MAILING ADDRESS			
NAME	TITLE	DIRECTOR	Term expiration (mm-dd-yyyy)
		<input type="checkbox"/> Yes	
MAILING ADDRESS			

SECTION B. List each corporation or limited liability company, if any, in which this reporting corporation or limited liability company owns an interest of ten percent (10%) or more. Enter the information requested for each corporation or limited liability company.

Name of owned (subsidiary) corporation or limited liability company	State of inc/organization	Texas SOS file number	Percentage Interest
NONE			
Name of owned (subsidiary) corporation or limited liability company	State of inc/organization	Texas SOS file number	Percentage Interest

SECTION C. List each corporation or limited liability company, if any, that owns an interest of ten percent (10%) or more in this reporting corporation or limited liability company. Enter the information requested for each corporation or limited liability company.

Name of owning (parent) corporation or limited liability company	State of inc/organization	Texas SOS file number	Percentage Interest
NONE			

Registered agent and registered office currently on file. (See instructions if you need to make changes)

Agent: Elizabeth W Russell
Office: 4231 Whitman Houston TX 77027

Check here if you need forms to change the registered agent or registered office information.

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief, as of the date below, and that a copy of this report has been mailed to each person named in this report who is an officer or director and who is not currently employed by this, or a related, corporation or limited liability company. TXCAD601L 01/12/07

sign here	Officer, director, or other authorized person	Title	Date	Daytime phone (Area code and number)
	<i>[Signature]</i>	President	3/21/07	713 664 0200 EXT 11



Office of the Secretary of State
 Corporations Section
 P.O. Box 13697
 Austin, Texas 78711-3697

FILED
 In the Office of the
 Secretary of State of Texas
 OCT 24 2008
 Corporations Section

**ASSUMED NAME CERTIFICATE
 FOR FILING WITH THE SECRETARY OF STATE**

1. The name of the corporation, limited liability company, limited partnership, or registered limited liability partnership as stated in its articles of incorporation, articles of organization, certificate of limited partnership, application for certificate of authority or comparable document is
 Lone Star A/C & Appliance Repair, LLC
2. The assumed name under which the business or professional service is or is to be conducted or rendered is
 Lone star A/C Supply, LLC
3. The state, country, or other jurisdiction under the laws of which it was incorporated, organized or associated is Texas and the address of its registered or similar office in that jurisdiction is
 4231 Whitman Houston, TX 77027
4. The period, not to exceed 10 years, during which the assumed name will be used is
 10 Years
5. The entity is a (check one):

A. <ul style="list-style-type: none"> <input type="checkbox"/> Business Corporation <input type="checkbox"/> Professional Corporation <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Registered Limited Liability Partnership 	<ul style="list-style-type: none"> <input type="checkbox"/> Non-Profit Corporation <input type="checkbox"/> Professional Association <input type="checkbox"/> Limited Partnership
---	--

B. If the entity is some other type business, professional or other association that is incorporated, please specify below (e.g., bank, savings and loan association, etc.)
6. If the entity is required to maintain a registered office in Texas, the address of the registered office is 4231 Whitman Houston, TX 77027 and the name of its registered agent at such address is Elizabeth Russell

The address of the principal office (if not the same as the registered office) is
 4124 Dayco Unit "B" Houston, TX 77092

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 OCT 24 2008
 Secretary of State

7. If the entity is not required to or does not maintain a registered office in Texas, the office address in Texas is N/A and if the entity is not incorporated, organized or associated under the laws of Texas, the address of its place of business in Texas is N/A and the office address elsewhere is
8. The county or counties where business or professional services are being or are to be conducted or rendered under such assumed name are (if applicable, use the designation "ALL" or "ALL EXCEPT")
Harris, Montgomery, Fort Bend, Galveston
9. The undersigned, if acting in the capacity of an attorney-in-fact of the entity, certifies that the entity has duly authorized the attorney-in-fact in writing to execute this document.

By /s/ [ILLEGIBLE]
Signature of officer, general partner, manager,
representative or attorney-in-fact of the entity

NOTE

This form is designed to meet statutory requirements for filing with the secretary of state and is not designed to meet filing requirements on the county level. Filing requirements for assumed name documents to be filed with the county clerk differ. Assumed name documents filed with the county clerk are to be executed and acknowledged by the filing party, which requires that the document be notarized.

Form No. 503
Revised 9/99

00001094368

05-102
(1-08/28)
Tcode 13196

TEXAS FRANCHISE TAX PUBLIC INFORMATION REPORT

(To be filed by Corporations or Limited Liability Companies (LLCS))
This report MUST be filed to satisfy franchise tax requirements

0001094368

■ Taxpayer number
12042787957

■ Report year
2008

You have certain rights under Chapter 552 and 559, Government Code, to review, request, and correct information we have on file about you. Contact us at: (512) 463-4600, or (800) 252-1381, toll free nationwide.

Taxpayer name
LONE STAR A/C & APPLIANCE REPAIR, LLC
Mailing address
2911 ELLA LEE LANE
City
HOUSTON

State
TX

ZIP Code
77019

Plus 4

Secretary of State file number
or Comptroller file number
800611084

Check box if there are currently no changes or additions to the information displayed in Section A of this report. Then complete Sections B and C.

Entity's principal office
2911 ELLA LEE LANE, HOUSTON, TX 77019
Principal place of business
2911 ELLA LEE LANE, HOUSTON, TX 77019

Please sign below! Officer, director, and member information is reported as of the date a Public Information Report is completed. The information is updated annually as part of the franchise tax report. There is no requirement or procedure for supplementing the information as officers, directors, or members change throughout the year.



1204278795708

SECTION A. Name, title, and mailing address of each officer, director, or member.

Name	Title	Director	<input type="checkbox"/> Yes	Term expiration	m m d d y y
ROBERT A WHITE					
Mailing address	City	State	ZIP Code		
2990 RICHMOND #530	HOUSTON	TX	77098		
Name	Title	Director	<input type="checkbox"/> Yes	Term expiration	m m d d y y
Mailing address	City	State	ZIP Code		
Name	Title	Director	<input type="checkbox"/> Yes	Term expiration	m m d d y y
Mailing address	City	State	ZIP Code		

SECTION B. Enter the information required for each corporation or LLC, if any, in which this reporting entity owns an interest of ten percent (10%) or more.

Name of owned (subsidiary) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of Ownership
NONE			
Name of owned (subsidiary) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of Ownership

SECTION C. Enter the information required for each corporation or LLC, if any, that owns an interest of ten percent (10%) or more in this reporting entity.

Name of owning (parent) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage Ownership
NONE			

Registered agent and registered office currently on file. (See instructions if you need to make changes.)

Agent: ELIZABETH W RUSSELL

Check box if you need forms to change the registered agent or registered office information.

Office: 4231 WHITMAN City HOUSTON State TX ZIP Code 77027

The above information is required by Section 171.203 of Tax Code for each corporation or limited liability company that files a Texas Franchise Tax Report. Use additional sheets for Sections A, B, and C, if necessary. The information will be available for public inspection.

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief, as of the date below, and that a copy of this report has been mailed to each person named in this report who is an officer, director or member and who is not currently employed by this, or a related, corporation or limited liability company.

sign here Title Pres Date 06/03/2008 Area code and phone number 713 979 4834

Texas Comptroller Official Use Only



VE/DE PIR IND



1453690002885686

Filing Number: 800611084

TX2009 05-102
Ver. 1.3 (Rev. 1-08/28)
Tcode 13196

TEXAS FRANCHISE TAX PUBLIC INFORMATION REPORT

(To be filed by Corporations or Limited Liability Companies (LLCS))
This report MUST be filed to satisfy franchise tax requirements

Taxpayer number
12042787957

Report year
2009

You have certain rights under Chapter 552 and 559, Government Code, to review, request, and correct information we have on file about you. Contact us at: (512) 463-4600, or (800) 252-1381, toll free nationwide.

Taxpayer name
LONE STAR A/C & APPLIANCE REPAIR, LLC
Mailing address
2990 RICHMOND AVE #530
City
HOUSTON

State
TX

ZIP Code
77098

Plus 4

Secretary of State file number
or Comptroller file number
800611084

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Check box if there are currently no changes or additions to the information displayed in Section A of this report. Then complete Sections B and C.

Entity's principal office
2911 ELLA LEE LANE, HOUSTON, TX 77019
Principal place of business
2911 ELLA LEE LANE, HOUSTON, TX 77019

Please sign below! Officer, director, and member information is reported as of the date a Public Information Report is completed. The information is updated annually as part of the franchise tax report. There is no requirement or procedure for supplementing the information as officers, directors, or members change throughout the year.



1204278795709

SECTION A. Name, title, and mailing address of each officer, director, or member.

Name Title Director Term expiration
ROBERT A WHITE
Mailing address City HOUSTON State TX ZIP Code 77098
Name Title Director Term expiration
Mailing address City State ZIP Code
Name Title Director Term expiration
Mailing address City State ZIP Code

SECTION B. Enter the information required for each corporation or LLC, if any, in which this reporting entity owns an interest of ten percent (10%) or more.

Name of owned (subsidiary) corporation or limited liability company State of formation Texas SOS file number, if any Percentage of Ownership
NONE
Name of owned (subsidiary) corporation or limited liability company State of formation Texas SOS file number, if any Percentage of Ownership

SECTION C. Enter the information required for each corporation or LLC, if any, that owns an interest of ten percent (10%) or more in this reporting entity.

Name of owning (parent) corporation or limited liability company State of formation Texas SOS file number, if any Percentage Ownership
NONE

Registered agent and registered office currently on file. (See instructions if you need to make changes.)

Agent: ELIZABETH W RUSSELL

Check box if you need forms to change the registered agent or registered office information.

Office: 4231 WHITMAN City HOUSTON State TX ZIP Code 77027

The above information is required by Section 171.203 of Tax Code for each corporation or limited liability company that files a Texas Franchise Tax Report. Use additional sheets for Sections A, B, and C, if necessary. The information will be available for public inspection.

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief, as of the date below, and that a copy of this report has been mailed to each person named in this report who is an officer, director or member and who is not currently employed by this, or a related, corporation or limited liability company.

sign here Title Date 4/15/09 Area code and phone number

Texas Comptroller Official Use Only



VE/DE PIR IND



1032

00006133148

Filing Number: 800611084

TX2010

Ver. 1.0 05-102 (9-09/29)

TEXAS FRANCHISE TAX PUBLIC INFORMATION REPORT

To be filed by Corporations, Limited Liability Companies (LLCS) and Financial Institutions

This report MUST be signed and filed to satisfy franchise tax requirements

Tcode 13196

Taxpayer number 12042787957

Report year 2010

You have certain rights under Chapter 552 and 559, Government Code, to review, request, and correct information we have on file about you. Contact us at: (512) 463-4600, or (800) 252-1381, toll free nationwide.

Taxpayer name LONE STAR A/C APPLIANCE REPAIR LLC

Mailing address 2990 RICHMOND AVE, #545

City HOUSTON

State TX

ZIP Code 77098

Plus 4

Secretary of State file number or Comptroller file number

800611084

Check box if there are currently no changes from previous year; if no information is displayed, complete the applicable information in Sections A, B and C.

Principal office 2990 RICHMOND AVE, #545, HOUSTON, TX 77098

Principal place of business 2990 RICHMOND AVE, #545, HOUSTON, TX 77098

Please sign below: Officer, director, and member information is reported as of the date a Public Information Report is completed. The information is updated annually as part of the franchise tax report. There is no requirement or procedure for supplementing the information as officers, directors, or members change throughout the year.



1204278795710

SECTION A Name, title and mailing address of each officer, director or member.

Table with 4 columns: Name, Title, Director (Yes/No), Term expiration (m m d d y y). Includes rows for Mailing address, Name, Title, City, State, and ZIP Code.

SECTION B Enter the information required for each corporation or LLC, if any, in which this entity owns an interest of ten percent (10%) or more.

Table with 4 columns: Name of owned (subsidiary) corporation or limited liability company, State of formation, Texas SOS file number, if any, Percentage of Ownership.

SECTION C Enter the information required for each corporation or LLC, if any, that owns an interest of ten percent (10%) or more in this entity or limited liability company.

Table with 4 columns: Name of owned (parent) corporation or limited liability company, State of formation, Texas SOS file number, if any, Percentage of Ownership.

Registered agent and registered office currently on file. (See instructions if you need to make changes)

Agent: ELIZABETH W RUSSELL

Check box if you need forms to change the registered agent or registered office information.

Office: 4231 WHITMAN HOUSTON TX 77027

The above information is required by Section 171.203 of the Tax Code for each corporation or limited liability company that files a Texas Franchise Tax Report. Use additional sheets for Sections A, B, and C, if necessary. The information will be available for public inspection.

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief, as of the date below, and that a copy of this report has been mailed to each person named in this report who is an officer, director or member and who is not currently employed by this, or a related, corporation or limited liability company.

sign here [Signature] Title [Title] Date 4/3/10 Area code and phone number 7139744434

Texas Comptroller Official Use Only



VE/DE [] PIR IND []



101103004803

00008972975

Filing Number: 800611084

TX2011

Ver. 2.0 05-102 (9-09/29)

TEXAS FRANCHISE TAX PUBLIC INFORMATION REPORT

To be filed by Corporations, Limited Liability Companies (LLCS) and Financial Institutions

This report MUST be signed and filed to satisfy franchise tax requirements

Tcode 13196

Taxpayer number 12042787957

Report year 2011

You have certain rights under Chapter 552 and 559, Government Code, to review, request, and correct information we have on file about you. Contact us at: (512) 463-4600, or (800) 252-1381, toll free nationwide.

Taxpayer name LONE STAR A/C APPLIANCE REPAIR LLC

Mailing address 2990 RICHMOND AVE, #545

City HOUSTON

State TX

ZIP Code 77098

Plus 4

Secretary of State file number or Comptroller file number

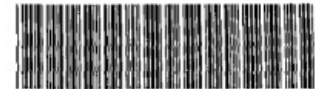
800611084

Check box if there are currently no changes from previous year; if no information is displayed, complete the applicable information in Sections A, B and C.

Principal office 2990 RICHMOND AVE, #545, HOUSTON, TX 77098

Principal place of business 2990 RICHMOND AVE, #545, HOUSTON, TX 77098

Please sign below! Officer, director, and member information is reported as of the date a Public Information Report is completed. The information is updated annually as part of the franchise tax report. There is no requirement or procedure for supplementing the information as officers, directors, or members change throughout the year.



1204278795711

SECTION A Name, title and mailing address of each officer, director or member.

Table with columns for Name, Title, Director (Yes/No), Term expiration, State, ZIP Code. Includes three rows for officer/director information.

SECTION B Enter the information required for each corporation or LLC, if any, in which this entity owns an interest of ten percent (10%) or more.

Table with columns for Name of owned (subsidiary) corporation or limited liability company, State of formation, Texas SOS file number, if any, Percentage of Ownership. Includes two rows.

SECTION C Enter the information required for each corporation or LLC, if any, that owns an interest of ten percent (10%) or more in this entity or limited liability company.

Table with columns for Name of owned (parent) corporation or limited liability company, State of formation, Texas SOS file number, if any, Percentage of Ownership.

Registered agent and registered office currently on file. (See instructions if you need to make changes)

Agent: ELIZABETH W RUSSELL

Check box if you need forms to change the registered agent or registered office information.

Office: 4231 WHITMAN

City HOUSTON

State TX

ZIP Code 77027

The above information is required by Section 171.203 of the Tax Code for each corporation or limited liability company that files a Texas Franchise Tax Report. Use additional sheets for Sections A, B, and C, if necessary. The information will be available for public inspection.

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief, as of the date below, and that a copy of this report has been mailed to each person named in this report who is an officer, director or member and who is not currently employed by this, or a related, corporation or limited liability company.

sign here

[Signature]

Title

[Signature]

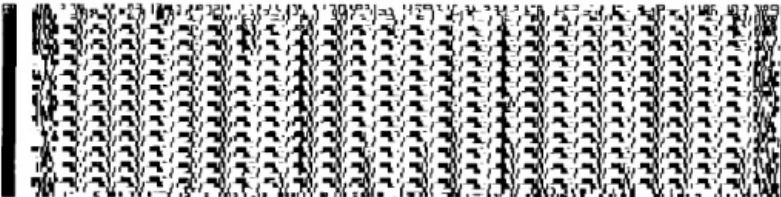
Date

3-18-11

Area code and phone number

7139794834

Texas Comptroller Official Use Only



VE/DE [] PIR IND []



110832915990

Form 401

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709



**Filed in the Office of the
Secretary of State of Texas
Filing #: 800611084 07/13/2012
Document #: 430135000003
Image Generated Electronically
for Web Filing**

Filing Fee: See Instructions

**Statement of Change of
Registered Office/Agent**

Entity Information

The name of the entity is :
Lone Star A/C & Appliance Repair, LLC

The file number issued to the entity by the secretary of state is: **800611084**

The registered agent and registered office of the entity as currently shown on the records of the secretary of state are:
**Elizabeth W Russell
4231 Whitman, Houston, TX, USA 77027**

Change to Registered Agent/Registered Office

The following changes are made to the registered agent and/or office information of the named entity:

Registered Agent Change

A. The new registered agent is an organization by the name of:

CT Corporation System

OR

B. The new registered agent is an individual resident of the state whose name is:

Registered Office Change

C. The business address of the registered agent and the registered office address is changed to:
350 North St. Paul Street, Suite 2900, Dallas, TX, USA 75201

The street address of the registered office as stated in this instrument is the same as the registered agent's business address.

Consent of Registered Agent

A. A copy of the consent of registered agent is attached.

B. The consent of the registered agent is maintained by the entity.

Statement of Approval

The change specified in this statement has been authorized by the entity in the manner required by the BOC or in the manner required by the law governing the filing entity, as applicable.

Effectiveness of Filing

A. This document becomes effective when the document is filed by the secretary of state.

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its filing by the secretary of state. The delayed effective date is:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: **July 13, 2012**

Robert A. White, Managing Member
Signature of authorized person(s)

FILING OFFICE COPY

TX2012

Ver. 3.0 05-102 (Rev.9-11/30)

Texas Franchise Tax Public Information Report

To be filed by Corporations, Limited Liability Companies (LLC) and Financial Institutions

This report MUST be signed and filed to satisfy franchise tax requirements

Taxpayer number 12042787957

Report year 2012

You have certain rights under Chapter 552 and 559, Government Code, to review, request, and correct information we have on file about you. Contact us at (800) 252-1381 or (512) 463-4600.

Taxpayer name LONE STAR A/C APPLIANCE REPAIR LLC

Mailing address 1050 N. POST OAK RD, STE 240

City HOUSTON

State TX

ZIP Code 77055

Plus 4

Secretary of State (SOS) file number or Comptroller file number

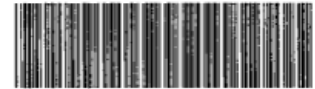
800611084

Check box if there are currently no changes from previous year; if no information is displayed, complete the applicable information in Sections A, B and C.

Principal office 1050 N. POST OAK RD, STE 240, HOUSTON, TX 77055

Principal place of business 1050 N. POST OAK RD, STE 240, HOUSTON, TX 77055

Please sign below! Officer, director and member information is reported as of the date a Public Information Report is completed. The information is updated annually as part of the franchise tax report. There is no requirement or procedure for supplementing the information as officers, directors, or members change throughout the year.



1204278795712

SECTION A Name, title and mailing address of each officer, director or member.

Table with columns for Name, Title, Mailing address, City, State, Director, Term expiration, ZIP Code. Includes three rows for officers/directors.

SECTION B Enter the information required for each corporation or LLC, if any, in which this entity owns an interest of 10 percent or more.

Table with columns for Name of owned (subsidiary) corporation or limited liability company, State of formation, Texas SOS file number, if any, Percentage of ownership. Includes two rows.

SECTION C Enter the information required for each corporation or LLC, if any, that owns an interest of 10 percent or more in this entity or limited liability company.

Table with columns for Name of owned (parent) corporation or limited liability company, State of formation, Texas SOS file number, if any, Percentage of ownership.

Registered agent and registered office currently on file. (see instructions if you need to make changes) Agent: ELIZABETH W RUSSELL, Office: 4231 WHITMAN, City HOUSTON, State TX, ZIP Code 77027. Includes checkbox for forms to change information.

The above information is required by Section 171.203 of the Tax Code for each corporation or limited liability company that files a Texas Franchise Tax Report. Use additional sheets for Sections A, B, and C, if necessary. The information will be available for public inspection.

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief, as of the date below, and that a copy of this report has been mailed to each person named in this report who is an officer, director or member and who is not currently employed by this, or a related, corporation or limited liability company.

sign here [Signature] Title President Date 4/11/12 Area code and phone number (713) 664-0200

Texas Comptroller Official Use Only



VE/DE [] PIR IND []



12113104174



Return in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512 463-5709
Filing Fee: \$25

FILED
In the Office of the
Secretary of State of Texas
MAR 15 2013
Corporations Section

Assumed Name Certificate

Assumed Name

1. The assumed name under which the business or professional service is, or is to be, conducted or rendered is: NRG HOME SERVICES

Entity Information

2. The legal name of the entity filing the assumed name is:

Lone Star A/C & Appliance Repair, LLC

State the name of the entity as currently shown in the records of the secretary of state or on its organizational documents, if not filed with the secretary of state.

3. The entity filing the assumed name is a: (Select the appropriate entity type below.)

- For-profit Corporation
- Nonprofit Corporation
- Professional Corporation
- Professional Association
- Other
- Limited Liability Company
- Limited Partnership
- Limited Liability Partnership
- Cooperative Association

Specify type of entity. For example, foreign real estate investment trust, state bank, insurance company, etc.

4. The file number, if any, issued to the entity by the secretary of state is: 0801723017

5. The state, country, or other jurisdiction of formation of the entity is: TEXAS

6. The registered office or similar office address of the entity in its jurisdiction of formation is:

350 N. St. Paul Street
Street Address

Dallas
City

TX USA 75201
State Zip or
CountryPostal
Code

7. The entity's principal office address in Texas is: (See instructions.)

1050 N. POST OAK RD. STE 240
Street Address

HOUSTON
City

TX 77055
Zip or
Postal
Code

8. The entity is not organized under the laws of Texas and is not required by law to maintain a registered agent and registered office in Texas. Its office address outside the state is:

Street Address

City

State Zip or
Postal
Code

Period of Duration

- 9a. The period during which the assumed name will be used is 10 years from the date of filing with the secretary of state.
OR
 9b. The period during which the assumed name will be used is _____ years from the date of filing with the secretary of state (not to exceed 10 years).
OR
 9c. The assumed name will be used until _____ (not to exceed 10 years).
mm/dd/yyyy

County or Counties in which Assumed Name Used

10. The county or counties where business or professional services are being or are to be conducted or rendered under the assumed name are:
 All counties
 All counties with the exception of the following counties:

 Only the following counties:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and also certifies that the person is authorized to sign on behalf of the identified entity. If the undersigned is acting in the capacity of an attorney in fact for the entity, the undersigned certifies that the entity has duly authorized the undersigned in writing to execute this document.

Date: March 14, 2013

/s/ Gaetan Frotte
GAETAN FROTTE
Signature of a person authorized by law to sign on behalf of the identified entity (see instructions)

**Form 424
(Revised 01/06)**

Return in duplicate to
Secretary of State
P O Box 13697
Austin, TX 78711-3697
512 463-5555
FAX 512/463-5709
Filing Fee See Instructions



Certificate of Amendment

This space reserved for office use

**FILED
In the Office of the
Secretary of State of Texas
MAY 09 2013**

Corporations Section

Entity Information

The name of the filing entity is

Lone Star A/C & Appliance Repair, LLC

State the name of the entity as currently shown in the records of the secretary of state If the amendment changes the name of the entity, state the old name and not the new name

The filing entity is a (Select the appropriate entity type below)

- | | |
|---|---|
| <input type="checkbox"/> For-profit Corporation | <input type="checkbox"/> Professional Corporation |
| <input type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Professional Limited Liability Company |
| <input type="checkbox"/> Cooperative Association | <input type="checkbox"/> Professional Association |
| <input checked="" type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Partnership |

The file number issued to the filing entity by the secretary of state is 800611084

The date of formation of the entity is February 8, 2006

Amendments

1 Amended Name

(If the purpose of the certificate of amendment is to change the name of the entity, use the following statement)

The amendment changes the certificate of formation to change the article or provision that names the filing entity The article or provision is amended to read as follows

The name of the filing entity is (state the new name of the entity below)

The name of the entity must contain an organizational designation or accepted abbreviation of such term, as applicable

2 Amended Registered Agent/Registered Office

The amendment changes the certificate of formation to change the article or provision stating the name of the registered agent and the registered office address of the filing entity The article or provision is amended to read as follows

RECEIVED
MAY 09 2013
Secretary of State

Registered Agent
(Complete either A or B, but not both Also complete C)

A The registered agent is an organization (cannot be entity named above) by the name of CT Corporation System

OR

B The registered agent is an individual resident of the state whose name is

First Name *MI* *Last Name* *Suffix*

C The business address of the registered agent and the registered office address is

Street Address (No P O Box) *City* *TX* *State Zip*
Code

3. Other Added, Altered, or Deleted Provisions

Other changes or additions to the certificate of formation may be made in the space provided below If the space provided is insufficient, incorporate the additional text by providing an attachment to this form Please read the instructions to this form for further information on format

Text Area (The attached addendum if any, is incorporated herein by reference)

Add each of the following provisions to the certificate of formation The identification or reference of the added provision and the full text are as follows

Alter each of the following provisions of the certificate of formation The identification or reference of the altered provision and the full text of the provision as amended are as follows

The name of the Governing Organization is NRG Home Solutions LLC at 211 Carnegie Center Princeton, NJ 08540

Delete each of the provisions identified below from the certificate of formation

Statement of Approval

The amendments to the certificate of formation have been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity

Effectiveness of Filing (Select either A, B or C)

A This document becomes effective when the document is filed by the secretary of state

B This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing The delayed effective date is

C This document takes effect upon the occurrence of a future event or fact, other than the passage of time The 90th day after the date of signing is

The following event or fact will cause the document to take effect in the manner described below

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument

Date 05/07/2013

/s/ Jamey Seely

Signature and title of authorized person(s) (see instructions) Jamey Seely,
Authorized Person

TEXAS FRANCHISE TAX PUBLIC INFORMATION REPORT

05-102
(9-09/29)
Tcode 13196

To be filed by Corporations and Limited Liability Companies (LLC) and Financial Institutions
This report **MUST** be signed and filed to satisfy franchise tax requirements

Taxpayer number Report year *You have certain rights under Chapter 552 and 559, Government Code, to review, request, and correct information we have on file about you. Contact us at: (512) 463-4600, or (800) 252-1381, toll free nationwide.*

1	2	0	4	2	7	8	7	9	5	7	2	0	1	3
Taxpayer name LONE STAR A/C APPLIANCE REPAIR LLC														
Mailing address 1050 N POST OAK RD STE 240												Secretary of State file number or Comptroller file number		
City HOUSTON				State TX		ZIP Code 77055		Plus 4		0800611084				

Blacken circle if there are currently no changes from previous year; if no information is displayed, complete the applicable information in Sections A, B and C.

Principal office	1050 N POST OAK RD STE 240, HOUSTON, TX, 77055
Principal place of business	1050 N POST OAK RD STE 240, HOUSTON, TX, 77055

Please sign below!

Officer, director and member information is reported as of the date a Public Information Report is completed. The information is updated annually as part of the franchise tax report. There is no requirement or procedure for supplementing the information as officers, directors, or members change throughout the year.



SECTION A Name, title and mailing address of each officer, director or member.

Name	Title	Director	Term expiration					
ROBERT A WHITE	GOVERNING	<input type="radio"/> YES	m	m	d	d	y	y
Mailing address	City	State	ZIP code					
1050 N POST OAK RD STE 240	HOUSTON	TX	77055					
Name	Title	Director	Term expiration					
		<input type="radio"/> YES	m	m	d	d	y	y
Mailing address	City	State	ZIP code					
Name	Title	Director	Term expiration					
		<input type="radio"/> YES	m	m	d	d	y	y
Mailing address	City	State	ZIP code					

SECTION B Enter the information required for each corporation or LLC, if any, in which this entity owns an interest of ten percent (10%) or more.

Name of owned (subsidiary) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of Ownership
NONE			
Name of owned (subsidiary) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of Ownership

SECTION C Enter the information required for each corporation or LLC, if any, that owns an interest of ten percent (10%) or more in this entity or limited liability company.

Name of owned (parent) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of Ownership
NONE			

Registered agent and registered office currently on file. (See instructions if you need to make changes) Blacken circle if you need forms to change the registered agent or registered office information.

Agent: CT CORPORATION SYSTEM	City	State	ZIP Code
Office: 350 NORTH ST PAUL STREET SUITE 290	DALLAS	TX	75201

The above information is required by Section 171.203 of the Tax Code for each corporation or limited liability company that files a Texas Franchise Tax Report. Use additional sheets for Sections A, B, and C, if necessary. The information will be available for public inspection.

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief, as of the date below, and that a copy of this report has been mailed to each person named in this report who is an officer, director or member and who is not currently employed by this, or a related, corporation or limited liability company.

Sign here	ROBERT A WHITE	Title	GOVERNING MEMBE	Date	09/06/2013	Area code and phone number	(713) 664 - 0200
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Texas Comptroller Official Use Only



VE/DE	<input type="radio"/>	PIR IND	<input type="radio"/>
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Office of the Secretary of State
Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697
(Form 408)

Filed in the Office of the
Secretary of State of Texas
Filing #: 800611084 12/02/2013
Document #: 518876225608
Image Generated Electronically

**STATEMENT OF CHANGE OF
ADDRESS OF REGISTERED AGENT**

1. The name of the entity represented is
Lone Star A/C & Appliance Repair, LLC

The entity's filing number is 800611084
 2. The address at which the registered agent has maintained the registered office address for such entity is: (Please provide street address, city, state and zip code presently shown in the records of the Secretary of State.)

350 N. St. Paul Street, Suite 2900, Dallas, TX, 75201-4234
 3. The address at which the registered agent will hereafter maintain the registered office address for such entity is: (Please provide street address, city, state and zip code. The address must be in Texas.)

1999 Bryan St., Ste. 900, Dallas, TX, 75201 - 3136
 4. Notice of the change of address has been given to said entity in writing at least 10 business days prior to the submission of this filing.
- Date: 12/02/2013

C T Corporation System

Name of Registered Agent

Marie Hauer

Signature of Registered Agent

FILING OFFICE COPY

00019291195

Filing Number: 800611084

2D5238 3.000

TX2013

Ver. 4.0

05-102
(Rev. 9-11/30)

Texas Franchise Tax Public Information Report

To be filed by Corporations, Limited Liability Companies (LLC) and Financial Institutions

This report MUST be signed and filed to satisfy franchise tax requirements

Tcode 13196

Taxpayer number

Report year

You have certain rights under Chapter 552 and 559, Government Code, to review, request, and correct information we have on file about you. Contact us at (800) 252-1381 or (512) 463-4600.

12042787957

2013

Taxpayer name Lone Star A/C & Appliance Repair, LLC				Secretary of State (SOS) file number or Comptroller file number	
Mailing address 211 Carnegie Center Drive				0800611084	
City Princeton	State NJ	ZIP Code 08540	Plus 4		

Check box if there are currently no changes from previous year; if no information is displayed, complete the applicable information in Sections A, B and C.

Principal office 211 Carnegie Center Drive Princeton NJ 08540
Principal place of business 1050 N. Post Oak Rd Ste240 Houston TX 77055



1204278795713

Please sign below!

Officer, director and member information is reported as of the date a Public Information Report is completed. The information is updated annually as part of the franchise tax report. There is no requirement or procedure for supplementing the information as officers, directors, or members change throughout the year.

SECTION A Name, title and mailing address of each officer, director or member.

Name	Title	Director	Term expiration
Denise Wilson	President	<input type="checkbox"/> YES	m m d d y y
Mailing address 211 Carnegie Center Drive		City Princeton	State NJ ZIP Code 08540
Gaetan Frotte	Treasurer	<input type="checkbox"/> YES	m m d d y y
Mailing address 211 Carnegie Center Drive		City Princeton	State NJ ZIP Code 08540
Jamey Seely	Secretary	<input type="checkbox"/> YES	m m d d y y
Mailing address 211 Carnegie Center Drive		City Princeton	State NJ ZIP Code 08540

SECTION B Enter the information required for each corporation or LLC, if any, in which this entity owns an interest of 10 percent or more.

Name of owned (subsidiary) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of ownership

SECTION C Enter the information required for each corporation or LLC, if any, that owns an interest of 10 percent or more in this entity or limited liability company.

Name of owned (parent) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of ownership
NRG Home Solutions LLC	DE	0801729855	100.000

Registered agent and registered office currently on file. (see instructions if you need to make changes)

Agent: CI Corporation System	<input type="checkbox"/> Check box if you need forms to change the registered agent or registered office information.		
Office: 350 North St. Paul Street Suite 2900	City Dallas	State TX	ZIP Code 75201

The above information is required by Section 171.203 of the Tax Code for each corporation or limited liability company that files a Texas Franchise Tax Report. Use additional sheets for Sections A, B, and C, if necessary. The information will be available for public inspection.

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief, as of the date below, and that a copy of this report has been mailed to each person named in this report who is an officer, director or member and who is not currently employed by this, or a related, corporation or limited liability company.

sign here	Title V.P. Tax	Date 11/14/2013	Area code and phone number (609) 524-4500
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Texas Comptroller Official Use Only



VE/DE <input type="checkbox"/>	PIR IND <input type="checkbox"/>
--------------------------------	----------------------------------



7002

133263102596

00019291195

2D5238 3.000

TX2013

Ver. 4.0

05-102
(Rev. 9-11/30)

Tcode 13196

Texas Franchise Tax Public Information Report

To be filed by Corporations, Limited Liability Companies (LLC) and Financial Institutions

This report MUST be signed and filed to satisfy franchise tax requirements

133263102597

■ Taxpayer number

■ Report year

You have certain rights under Chapter 552 and 559, Government Code, to review, request, and correct information we have on file about you. Contact us at (800) 252-1381 or (512) 463-4600.

12042787957		2013	
Taxpayer name Lone Star A/C & Appliance Repair, LLC			
Mailing address 211 Carnegie Center Drive			Secretary of State (SOS) file number or Comptroller file number
City Princeton	State NJ	ZIP Code 08540	Plus 4 0800611084

Check box if there are currently no changes from previous year; if no information is displayed, complete the applicable information in Sections A, B and C.

Principal office
Principal place of business



1204278795713

Please sign below! Officer, director and member information is reported as of the date a Public Information Report is completed. The information is updated annually as part of the franchise tax report. There is no requirement or procedure for supplementing the information as officers, directors, or members change throughout the year.

SECTION A Name, title and mailing address of each officer, director or member.

Name	Title	Director	Term expiration
Elizabeth McCormack	ASecretary	<input type="checkbox"/> YES	m m d d y y
Mailing address 211 Carnegie Center Drive	City Princeton	State NJ	ZIP Code 08540
Bruce Chung	SRVP	<input type="checkbox"/> YES	m m d d y y
Mailing address 211 Carnegie Center Drive	City Princeton	State NJ	ZIP Code 08540
Richard Mason	V.P.	<input type="checkbox"/> YES	m m d d y y
Mailing address 211 Carnegie Center Drive	City Princeton	State NJ	ZIP Code 08540

SECTION B Enter the information required for each corporation or LLC, if any, in which this entity owns an interest of 10 percent or more.

Name of owned (subsidiary) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of ownership

SECTION C Enter the information required for each corporation or LLC, if any, that owns an interest of 10 percent or more in this entity or limited liability company.

Name of owned (parent) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of ownership

Registered agent and registered office currently on file. (see instructions if you need to make changes)	<input type="checkbox"/> Check box if you need forms to change the registered agent or registered office information.
Agent:	
Office:	City State ZIP Code

The above information is required by Section 171.203 of the Tax Code for each corporation or limited liability company that files a Texas Franchise Tax Report. Use additional sheets for Sections A, B, and C, if necessary. The information will be available for public inspection.

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief, as of the date below, and that a copy of this report has been mailed to each person named in this report who is an officer, director or member and who is not currently employed by this, or a related, corporation or limited liability company.

sign here ▶	Title	Date	Area code and phone number
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Texas Comptroller Official Use Only



VE/DE	<input type="checkbox"/>	PIR IND	<input type="checkbox"/>
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7002

Form 503
(Revised 09/13)

Return in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512 463-5709
Filing Fee: \$25



Assumed Name Certificate

This space reserved office use.

FILED
In the Office of the
Secretary of State of Texas
SEP 02 2014

Corporations Section

Assumed Name

1. The assumed name under which the business or professional service is, or is to be, conducted or rendered is: NRG Home

Entity Information

2. The legal name of the entity filing the assumed name is:

Lone Star A/C & Appliance Repair, LLC

State the name of the entity as currently shown in the records of the secretary of state or on its organizational documents, if not filed with the secretary of state.

3. The entity filing the assumed name is a: (Select the appropriate entity type below.)

- For-profit Corporation
- Nonprofit Corporation
- Professional Corporation
- Professional Association
- Other
- Limited Liability Company
- Limited Partnership
- Limited Liability Partnership
- Cooperative Association

Specify type of entity. For example, foreign real estate investment trust, state bank, insurance company, etc.

4. The file number, if any, issued to the entity by the secretary of state is: 800611084

5. The state, country, or other jurisdiction of formation of the entity is: Texas

6. The entity's principal office address is:

211 Carnegie Center
Street or Mailing Address

Princeton	NJ	USA	08540
<i>City</i>	<i>State</i>	<i>Country</i>	<i>Postal or Zip Code</i>

Period of Duration

7a. The period during which the assumed name will be used is 10 years from the date of filing with the secretary of state.

OR

7b. The period during which the assumed name will be used is years from the date of filing with the secretary of state (not to exceed 10 years).

OR

7c. The assumed name will be used until (not to exceed 10 years).
mm/dd/yyyy

County or Counties in which Assumed Name Used

8. The county or counties where business or professional services are being or are to be conducted or rendered under the assumed name are:

All counties

All counties with the exception of the following counties:

Only the following counties:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and also certifies that the person is authorized to sign on behalf of the identified entity. If the undersigned is acting in the capacity of an attorney in fact for the entity, the undersigned certifies that the entity has duly authorized the undersigned in writing to execute this document.

Date: September 2, 2014

/s/ Elizabeth McCormack

Elizabeth McCormack, Assistant Secretary

Signature of a person authorized by law to sign on behalf of the identified entity (see instructions)

00024137141

Filing Number: 800611084

3D5238 5.000

TX2014 05-102
Ver. 5.1 (Rev.9-13/32)

Texas Franchise Tax Public Information Report

To be filed by Corporations, Limited Liability Companies (LLC) and Financial Institutions
This report MUST be signed and filed to satisfy franchise tax requirements

Tcode 13196

<input checked="" type="checkbox"/> Taxpayer number 12042787957	<input checked="" type="checkbox"/> Report year 2014
--	---

You have certain rights under Chapter 552 and 559, Government Code, to review, request and correct information we have on file about you. Contact us at 1-800-252-1381.

Taxpayer name Lone Star A/C & Appliance Repair, LLC		<input type="checkbox"/> Check box if the mailing address has changed.	
Mailing address 211 Carnegie Center Drive		Secretary of State (SOS) file number or Comptroller file number 0800611084	
City Princeton	State NJ	ZIP Code 08540	Plus 4

Check box if there are currently no changes from previous year; if no information is displayed, complete the applicable information in Sections A, B and C.

Principal office 211 Carnegie Center Drive Princeton NJ 08540
Principal place of business 1050 N. Post Oak Rd Ste240 Houston TX 77055



1204278795714

Please sign below!

Officer, director and manager information is reported as of the date a Public Information Report is completed. The information is updated annually as part of the franchise tax report. There is no requirement or procedure for supplementing the information as officers, directors, or managers change throughout the year.

SECTION A Name, title and mailing address of each officer, director or manager.

Name Denise Wilson	Title President	Director <input type="checkbox"/> YES	Term expiration m m d d y y
Mailing address 211 Carnegie Center Drive	City Princeton	State NJ	ZIP Code 08540
Name Gaetan Frotte	Title Treasurer	Director <input type="checkbox"/> YES	Term expiration m m d d y y
Mailing address 211 Carnegie Center Drive	City Princeton	State NJ	ZIP Code 08540
Name Jamey Seely	Title Secretary	Director <input type="checkbox"/> YES	Term expiration m m d d y y
Mailing address 211 Carnegie Center Drive	City Princeton	State NJ	ZIP Code 08540

SECTION B Enter the information required for each corporation or LLC, if any, in which this entity owns an interest of 10 percent or more.

Name of owned (subsidiary) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of ownership
Name of owned (subsidiary) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of ownership

SECTION C Enter the information required for each corporation or LLC, if any, that owns an interest of 10 percent or more in this entity or limited liability company.

Name of owned (parent) corporation or limited liability company NRG Home Solutions LLC	State of formation DE	Texas SOS file number, if any 0801729855	Percentage of ownership 100.000
---	--------------------------	---	------------------------------------

Registered agent and registered office currently on file (see instructions if you need to make changes)	<input type="checkbox"/> Check box if you need forms to change the registered agent or registered office information.
Agent: CT Corporation System	
Office: 1999 Bryan St., Ste.900	City Dallas State TX ZIP Code 75201

The above information is required by Section 171.203 of the Tax Code for each corporation or limited liability company that files a Texas Franchise Tax Report. Use additional sheets for Sections A, B, and C, if necessary. The information will be available for public inspection.

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief, as of the date below, and that a copy of this report has been mailed to each person named in this report who is an officer, director or manager and who is not currently employed by this, or a related, corporation or limited liability company.

sign here	Title V. P. Tax	Date 11/10/14	Area code and phone number (609) 524-4500
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Texas Comptroller Official Use Only



VE/DE <input type="checkbox"/>	PIR IND <input type="checkbox"/>
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7002

143233417088

00024137141

3D5238 5.000

TX2014 05-102
Ver. 5.1 (Rev.9-13/32)

Texas Franchise Tax Public Information Report
To be filed by Corporations, Limited Liability Companies (LLC) and Financial Institutions
This report MUST be signed and filed to satisfy franchise tax requirements

14323347089

Tcode 13196

Taxpayer number

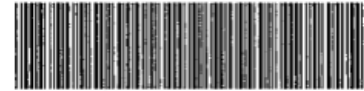
Report year

You have certain rights under Chapter 552 and 559, Government Code, to review, request and correct information we have on file about you. Contact us at 1-800-252-1381.

12042787957		2014	
Taxpayer name Lone Star A/C & Appliance Repair, LLC			<input type="checkbox"/> Check box if the mailing address has changed.
Mailing address 211 Carnegie Center Drive			Secretary of State (SOS) file number or Comptroller file number
City Princeton	State NJ	ZIP Code 08540	Plus 4 0800611084

Check box if there are currently no changes from previous year, if no information is displayed, complete the applicable information in Sections A, B and C.

Principal office
Principal place of business



1204278795714

Please sign below! Officer, director and manager information is reported as of the date a Public Information Report is completed. The information is updated annually as part of the franchise tax report. There is no requirement or procedure for supplementing the information as officers, directors, or managers change throughout the year.

SECTION A Name, title and mailing address of each officer, director or manager.

Name Elizabeth McCormack	Title ASecretary	Director <input type="checkbox"/> YES	Term expiration m m d d y y
Mailing address 211 Carnegie Center Drive	City Princeton	State NJ	ZIP Code 08540
Name Bruce Chung	Title SRVP	Director <input type="checkbox"/> YES	Term expiration m m d d y y
Mailing address 211 Carnegie Center Drive	City Princeton	State NJ	ZIP Code 08540
Name Richard Mason	Title V.P.	Director <input type="checkbox"/> YES	Term expiration m m d d y y
Mailing address 211 Carnegie Center Drive	City Princeton	State NJ	ZIP Code 08540

SECTION B Enter the information required for each corporation or LLC, if any, in which this entity owns an interest of 10 percent or more.

Name of owned (subsidiary) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of ownership
Name of owned (subsidiary) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of ownership

SECTION C Enter the information required for each corporation or LLC, if any, that owns an interest of 10 percent or more in this entity or limited liability company.

Name of owned (parent) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of ownership
---	--------------------	-------------------------------	-------------------------

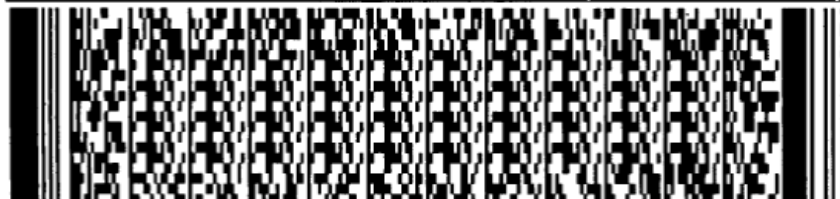
Registered agent and registered office currently on file (see instructions if you need to make changes) Agent:	<input type="checkbox"/> Check box if you need forms to change the registered agent or registered office information.		
Office:	City	State	ZIP Code

The above information is required by Section 171.203 of the Tax Code for each corporation or limited liability company that files a Texas Franchise Tax Report. Use additional sheets for Sections A, B, and C, if necessary. The information will be available for public inspection.

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief, as of the date below, and that a copy of this report has been mailed to each person named in this report who is an officer, director or manager and who is not currently employed by this, or a related, corporation or limited liability company.

sign here	Title	Date	Area code and phone number
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Texas Comptroller Official Use Only



VE/DE	<input type="checkbox"/>	PIR IND	<input type="checkbox"/>
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7002

Return in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709
Filing Fee: See instructions



Certificate of Amendment

FILED
In the Office of the
Secretary of State of Texas
JAN 23 2015
Corporations Section

Entity Information

The name of the filing entity is:

Lone Star A/C & Appliance Repair, LLC
State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a: (Select the appropriate entity type below.)

- | | |
|---|---|
| <input type="checkbox"/> For-profit Corporation | <input type="checkbox"/> Professional Corporation |
| <input type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Professional Limited Liability Company |
| <input type="checkbox"/> Cooperative Association | <input type="checkbox"/> Professional Association |
| <input checked="" type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Partnership |

The file number issued to the filing entity by the secretary of state is: 800611084

The date of formation of the entity is: February 8, 2006

Amendments

1. Amended Name

(If the purpose of the certificate of amendment is to change the name of the entity, use the following statement)

The amendment changes the certificate of formation to change the article or provision that names the filing entity. The article or provision is amended to read as follows:

The name of the filing entity is: (state the new name of the entity below)

NRG Home Services LLC

The name of the entity must contain an organizational designation or accepted abbreviation of such term, as applicable.

2. Amended Registered Agent/Registered Office

The amendment changes the certificate of formation to change the article or provision stating the name of the registered agent and the registered office address of the filing entity. The article or provision is amended to read as follows:

RECEIVED
JAN 23 2015
Secretary of State

Registered Agent
(Complete either A or B, but not both. Also complete C.)

A. The registered agent is an organization (cannot be entity named above) by the name of:

OR

B. The registered agent is an individual resident of the state whose name is:

First Name *M.I.* *Last Name* *Suffix*

C. The business address of the registered agent and the registered office address is:

Street Address (No P.O. Box) *City* *TX*
State *Zip Code*

3. Other Added, Altered, or Deleted Provisions

Other changes or additions to the certificate of formation may be made in the space provided below. If the space provided is insufficient, incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

Add each of the following provisions to the certificate of formation. The identification or reference of the added provision and the full text are as follows:

Alter each of the following provisions of the certificate of formation. The identification or reference of the altered provision and the full text of the provision as amended are as follows:

Delete each of the provisions identified below from the certificate of formation.

Statement of Approval

The amendments to the certificate of formation have been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.

7

Effectiveness of Filing (Select either A, B, or C)

A. This document becomes effective when the document is filed by the secretary of state.

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is:

C. This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is:

The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: January 23, 2015

Gaetan Frotte, Vice President and Treasurer
/s/ Gaetan Frotte
Signature and title of authorized person(s) (see instructions)

8

Form 509
(Revised 12/10)

Submit with relevant filing instrument.



Filing Fee: None

**Consent to Use
of Similar Name**

(1) NRG Home & Business Solutions LLC

Name of the entity or individual who holds the existing name on file with the secretary of state

consents to the use of

(2) NRG Home Services LLC

Proposed name

as the name of a filing entity or foreign filing entity in Texas for the purpose of submitting a filing instrument to the secretary of state. This consent does not authorize the use of the similar name in violation of a right of another under the Trademark Act of 1946, as amended (15 U.S.C. Section 1051 et seq.); Chapter 16 or 71, Business & Commerce Code; or common law.

(3) The undersigned certifies to being authorized by the holder of the existing name to give this consent. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: January 23, 2015

By: NRG Home & Business Solutions LLC
Name of existing entity, if any (type or print)

801569963
File number of existing entity, if any

/s/ Lynne P. Wittkamp
Signature of Authorized Person

Lynne P. Wittkamp
Name of Authorized Person (type or print)

Assistant Secretary
Title of Authorized Person, if any (type or print)

**Form 503
(Revised 09/13)**

Return in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512 463-5709
Filing Fee: \$25



Assumed Name Certificate

This space reserved for office use.

**FILED
In the Office of the
Secretary of State of Texas
FEB 04 2015**

Corporations Section

Assumed Name

1. The assumed name under which the business or professional service is, or is to be, conducted or rendered is: NRG Home Services

Entity Information

2. The legal name of the entity filing the assumed name is:

NRG Home Services LLC
State the name of the entity as currently shown in the records of the secretary of state or on its organizational documents, if not filed with the secretary of state.

3. The entity filing the assumed name is a: (Select the appropriate entity type below.)

- For-profit Corporation
- Nonprofit Corporation
- Professional Corporation
- Professional Association
- Other
- Limited Liability Company
- Limited Partnership
- Limited Liability Partnership
- Cooperative Association

Specify type of entity. For example, foreign real estate investment trust, state bank, insurance company, etc.

4. The file number, if any, issued to the entity by the secretary of state is: 800611084

5. The state, country, or other jurisdiction of formation of the entity is: Texas

6. The entity's principal office address is:

211 CARNEGIE CENTER
Street or Mailing Address

Princeton	NJ	USA	08540
<i>City</i>	<i>State</i>	<i>Country</i>	<i>Postal or Zip Code</i>

Period of Duration

7a. The period during which the assumed name will be used is 10 years from the date of filing with the secretary of state.

OR

7b. The period during which the assumed name will be used is _____ years from the date of filing with the secretary of state (not to exceed 10 years).

OR

7c. The assumed name will be used until _____ (not to exceed 10 years).
mm/dd/yyyy

RECEIVED
FEB 04 2015
Secretary of State

County or Counties in which Assumed Name Used

8. The county or counties where business or professional services are being or are to be conducted or rendered under the assumed name are:

All counties

All counties with the exception of the following counties:

Only the following counties: Dallas and Harris

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and also certifies that the person is authorized to sign on behalf of the identified entity. If the undersigned is acting in the capacity of an attorney in fact for the entity, the undersigned certifies that the entity has duly authorized the undersigned in writing to execute this document.

Date: 02/02/2014

/s/ William Bleier

William Bleier, Authorized Person

Signature of a person authorized by law to sign on behalf of the identified entity (see instructions)

/s/ VictiAnn Owens

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
VictiAnn Owens, Notary Public
City of Philadelphia, Phila. County
My Commission Expires February 20, 2019

Form 503
(Revised 09/13)

Return in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512 463-5709
Filing Fee: \$25



Assumed Name Certificate

This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas
FEB 04 2015

Corporations Section

Assumed Name

1. The assumed name under which the business or professional service is, or is to be, conducted or rendered is: NRG Home

Entity Information

2. The legal name of the entity filing the assumed name is:

NRG Home Services LLC
State the name of the entity as currently shown in the records of the secretary of state or on its organizational documents, if not filed with the secretary of state.

3. The entity filing the assumed name is a: (Select the appropriate entity type below.)

- For-profit Corporation
- Nonprofit Corporation
- Professional Corporation
- Professional Association
- Other
- Limited Liability Company
- Limited Partnership
- Limited Liability Partnership
- Cooperative Association

Specify type of entity. For example, foreign real estate investment trust, state bank, insurance company, etc.

4. The file number, if any, issued to the entity by the secretary of state is: 800611084

5. The state, country, or other jurisdiction of formation of the entity is: Texas

6. The entity's principal office address is:

211 CARNEGIE CENTER
Street or Mailing Address

Princeton
City

NJ
State

USA
Country

08540
Postal or Zip Code

Period of Duration

7a. The period during which the assumed name will be used is 10 years from the date of filing with the secretary of state.

OR

7b. The period during which the assumed name will be used is _____ years from the date of filing with the secretary of state (not to exceed 10 years).

OR

7c. The assumed name will be used until _____ (not to exceed 10 years).
mm/dd/yyyy

RECEIVED
FEB 04 2015
Secretary of State

County or Counties in which Assumed Name Used

8. The county or counties where business or professional services are being or are to be conducted or rendered under the assumed name are:

All counties

All counties with the exception of the following counties:

Only the following counties: Dallas and Harris

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and also certifies that the person is authorized to sign on behalf of the identified entity. If the undersigned is acting in the capacity of an attorney in fact for the entity, the undersigned certifies that the entity has duly authorized the undersigned in writing to execute this document.

Date: 02/02/2014

/s/ William Bleier

William Bleier, Authorized Person

Signature of a person authorized by law to sign on behalf of the identified entity (see instructions)

/s/ VictiAnn Owens

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
VictiAnn Owens, Notary Public
City of Philadelphia, Phila. County
My Commission Expires February 20, 2019

**Form 504
(Revised 05/11)**

Return in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512 463-5709
Filing Fee: \$10



**Abandonment of Assumed
Name Certificate**

This space reserved for office use.

**FILED
In the Office of the
Secretary of State of Texas
MAR 19 2015**

Corporations Section

Assumed Name

1. The assumed name to be abandoned is: Lone Star A/C Supply, LLC
2. The assumed name certificate was filed with the secretary of state on: October 24, 2008
mm/dd/yyyy

Entity Information

3. The legal name of the entity abandoning the assumed name is:

NRG Home Services LLC

State the name of the entity as currently shown in the records of the secretary of state or on its organizational documents, if not filed with the secretary of state.

4. The file number, if any, issued to the entity by the secretary of state is: 800611084

5. The office address of the entity in its jurisdiction of formation is:

1050 N Post Oak road, Ste 240 Houston TX 77055

(Complete item 6 *only* when the entity is required by law to maintain a registered agent/registered office in Texas.
An entity required to complete item 6 does not complete item 7. See instructions.)

- 6a. The entity is required to maintain a registered office and agent in Texas. The address of its registered office in Texas is:

1999 Bryan St., Ste. 900 Dallas, TX 75201-3136USA

- 6b. The name of the registered agent at such address is:

CT Corporation System

- 6c. The address of the principal office of the entity (if not the same as 6a) is:

(Complete item 7 *only* if the entity is not required by law to maintain a registered agent/registered office in Texas.
Complete item 7c *only* if the entity is not organized under the laws of Texas. See instructions.)

- 7a. The entity is not required by law to maintain a registered agent/registered office in Texas. Its principal office address in Texas is:

RECEIVED
MAR 19 2015
Secretary of State

7b. The address of the entity's principal place of business in Texas (if not the same as 7a) is:

7c. The entity is not organized under the laws of Texas. Its office address outside the state is:

County or Counties in which Assumed Name Filed

8. The assumed name being abandoned was filed on the following dates in the following counties:

Name of County *Date of Filing*

Name of County *Date of Filing*

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and also certifies that the person is authorized to sign on behalf of the identified entity. If the undersigned is acting in the capacity of an attorney in fact for the entity, the undersigned certifies that the entity has duly authorized the undersigned in writing to execute this document.

Date: 3/19/2015

/s/ William Bleier

William Bleier

Signature of a person authorized by law to sign on behalf of the identified entity (see instructions)

00027574883

Filing Number: 800611084

405238 3.000

TX2015 05-102
Ver. 6.0 (Rev.9-13/32)

Texas Franchise Tax Public Information Report

To be filed by Corporations, Limited Liability Companies (LLC) and Financial Institutions
This report MUST be signed and filed to satisfy franchise tax requirements

Tcode 13196

Taxpayer number

Report year

You have certain rights under Chapter 552 and 559, Government Code, to review, request and correct information we have on file about you. Contact us at 1-800-252-1381.

12042787957 2015
Taxpayer name NRG Home Services LLC
Mailing address 211 Carnegie Center Drive
City Princeton State NJ ZIP Code 08540 Plus 4
Secretary of State (SOS) file number or Comptroller file number 0800611084

Check box if there are currently no changes from previous year; if no information is displayed, complete the applicable information in Sections A, B and C.

Principal office 211 Carnegie Center Drive Princeton NJ 08540
Principal place of business 1050 N. Post Oak Rd Ste240 Houston TX 77055



1204278795715

Please sign below!

Officer, director and manager information is reported as of the date a Public Information Report is completed. The information is updated annually as part of the franchise tax report. There is no requirement or procedure for supplementing the information as officers, directors, or managers change throughout the year.

SECTION A Name, title and mailing address of each officer, director or manager.

Table with 4 columns: Name, Title, Director (YES/NO), Term expiration (m m d d y y). Rows include Denise Wilson (President), Gaetan Frotte (Treasurer), and Jamey Seely (Secretary).

SECTION B Enter the information required for each corporation or LLC, if any, in which this entity owns an interest of 10 percent or more.

Table with 4 columns: Name of owned (subsidiary) corporation or limited liability company, State of formation, Texas SOS file number, if any, Percentage of ownership.

SECTION C Enter the information required for each corporation or LLC, if any, that owns an interest of 10 percent or more in this entity or limited liability company.

Table with 4 columns: Name of owned (parent) corporation or limited liability company, State of formation, Texas SOS file number, if any, Percentage of ownership. Row: NRG Home Solutions LLC, DE, 0801729855, 100.000.

Registered agent and registered office currently on file (see instructions if you need to make changes) [] Check box if you need forms to change the registered agent or registered office information.
Agent: CT Corporation System
Office: 1999 Bryan St., Ste.900 City Dallas State TX ZIP Code 75201

The above information is required by Section 171.203 of the Tax Code for each corporation or limited liability company that files a Texas Franchise Tax Report. Use additional sheets for Sections A, B, and C, if necessary. The information will be available for public inspection.

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief, as of the date below, and that a copy of this report has been mailed to each person named in this report who is an officer, director or manager and who is not currently employed by this, or a related, corporation or limited liability company.

sign here [Signature] Title V. P. Tax Date 5/13/2015 Area code and phone number (609) 524-4500

Texas Comptroller Official Use Only



VE/DE [] PIR IND []



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4D5238 3.000

TX2015 05-102
Ver. 6.0 (Rev.9-13/32)

Texas Franchise Tax Public Information Report

To be filed by Corporations, Limited Liability Companies (LLC) and Financial Institutions

This report MUST be signed and filed to satisfy franchise tax requirements

Tcode 13196

Taxpayer number

Report year

You have certain rights under Chapter 552 and 559, Government Code, to review, request and correct information we have on file about you. Contact us at 1-800-252-1381.

12042787957		2015	
Taxpayer name NRG Home Services LLC			<input type="checkbox"/> Check box if the mailing address has changed.
Mailing address 211 Carnegie Center Drive			Secretary of State (SOS) file number or Comptroller file number
City Princeton	State NJ	ZIP Code 08540	Plus 4 0800611084

Check box if there are currently no changes from previous year; if no information is displayed, complete the applicable information in Sections A, B and C.

Principal office
Principal place of business

Please sign below!

Officer, director and manager information is reported as of the date a Public Information Report is completed. The information is updated annually as part of the franchise tax report. There is no requirement or procedure for supplementing the information as officers, directors, or managers change throughout the year.



1204278795715

SECTION A Name, title and mailing address of each officer, director or manager.

Name Elizabeth McCormack	Title Secretary	Director <input type="checkbox"/> YES	Term expiration m m d d y y
Mailing address 211 Carnegie Center Drive	City Princeton	State NJ	ZIP Code 08540
Name Bruce Chung	Title SRVP	Director <input type="checkbox"/> YES	Term expiration m m d d y y
Mailing address 211 Carnegie Center Drive	City Princeton	State NJ	ZIP Code 08540
Name Richard Mason	Title V.P.	Director <input type="checkbox"/> YES	Term expiration m m d d y y
Mailing address 211 Carnegie Center Drive	City Princeton	State NJ	ZIP Code 08540

SECTION B Enter the information required for each corporation or LLC, if any, in which this entity owns an interest of 10 percent or more.

Name of owned (subsidiary) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of ownership
Name of owned (subsidiary) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of ownership

SECTION C Enter the information required for each corporation or LLC, if any, that owns an interest of 10 percent or more in this entity or limited liability company.

Name of owned (parent) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of ownership
---	--------------------	-------------------------------	-------------------------

Registered agent and registered office currently on file (see instructions if you need to make changes) Agent:	<input type="checkbox"/> Check box if you need forms to change the registered agent or registered office information.		
Office:	City	State	ZIP Code

The above information is required by Section 171.203 of the Tax Code for each corporation or limited liability company that files a Texas Franchise Tax Report. Use additional sheets for Sections A, B, and C, if necessary. The information will be available for public inspection.

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief, as of the date below, and that a copy of this report has been mailed to each person named in this report who is an officer, director or manager and who is not currently employed by this, or a related, corporation or limited liability company.

sign here	Title	Date	Area code and phone number
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Texas Comptroller Official Use Only



VE/DE	<input type="checkbox"/>	PIR IND	<input type="checkbox"/>
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7002

151542902150



Office of the Secretary of State
Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697
(Form 503)

Filed in the Office of the
Secretary of State of Texas
Filing #: 800611084 1/15/2016
Document #: 650664680005
Image Generated Electronically
for Web Filing

**ASSUMED NAME CERTIFICATE
FOR FILING WITH THE SECRETARY OF STATE**

1. The assumed name under which the business or professional service is or is to be conducted or rendered is:

Reliant

2. The name of the entity as stated in its certificate of formation, application for registration, or comparable document is:

NRG Home Services LLC

3. The state, country, or other jurisdiction under the laws of which it was incorporated, organized or associated is **TEXAS** and the address of its registered or similar office in that jurisdiction is:

1999 Bryan St., Ste. 900, Dallas, TX, USA 75201-3136

4. The period, not to exceed 10 years, during which the assumed name will be used is : **10 year(s)**

5. The entity is a : **Domestic Limited Liability Company (LLC)**

6. The entity's principal office address in Texas is:

211 Carnegie Center, Princeton, NJ, USA 08540

7. The entity is not organized under the laws of Texas and is not required by law to maintain a registered agent and registered office in Texas. Its office address outside the state is:

8. The county or counties where business or professional services are being or are to be conducted or rendered under such assumed name are:

ALL COUNTIES

9. The undersigned, if acting in the capacity of an attorney-in-fact of the entity, certifies that the entity has duly authorized the attorney-in-fact in writing to execute this document. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

NRG Home Services LLC

Name of the entity

By: **Deborah R. Fry, Assistant Secretary**

Signature of officer, general partner, manager,
representative or attorney-in-fact of the entity

FILING OFFICE COPY



Office of the Secretary of State
Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697
(Form 503)

Filed in the Office of the
Secretary of State of Texas
Filing #: 800611084 1/15/2016
Document #: 650664680006
Image Generated Electronically
for Web Filing

**ASSUMED NAME CERTIFICATE
FOR FILING WITH THE SECRETARY OF STATE**

1. The assumed name under which the business or professional service is or is to be conducted or rendered is:

Reliant Services

2. The name of the entity as stated in its certificate of formation, application for registration, or comparable document is:

NRG Home Services LLC

3. The state, country, or other jurisdiction under the laws of which it was incorporated, organized or associated is **TEXAS** and the address of its registered or similar office in that jurisdiction is:

1999 Bryan St., Ste. 900, Dallas, TX, USA 75201-3136

4. The period, not to exceed 10 years, during which the assumed name will be used is : **10 year(s)**

5. The entity is a : **Domestic Limited Liability Company (LLC)**

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ALL COUNTIES

9. The undersigned, if acting in the capacity of an attorney-in-fact of the entity, certifies that the entity has duly authorized the attorney-in-fact in writing to execute this document. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

NRG Home Services LLC

Name of the entity

By: **Deborah R. Fry, Assistant Secretary**

Signature of officer, general partner, manager,
representative or attorney-in-fact of the entity

FILING OFFICE COPY

**AMENDED & RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
LONE STAR A/C & APPLIANCE REPAIR, LLC
a Texas Limited Liability Company**

THIS AMENDED & RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “**Agreement**”) of Lone Star A/C & Appliance Repair, LLC (the “**Company**”), dated as of January 23, 2015 is adopted by, and executed and agreed to, for good and valuable consideration, by its Sole Member, NRG Home Solutions LLC, a Delaware limited liability company.

WHEREAS, pursuant to the Certificate of Amendment of Lone Star A/C & Appliance Repair, LLC filed with the State of Texas on January 23, 2015, the name of the Company was effectively changed to NRG Home Services LLC.

**ARTICLE I
DEFINITIONS**

1.1 *Definitions.* As used in this Agreement, the following terms have the following meanings:

“**Act**” means the Texas Business Organizations Code and any successor statute, as amended from time to time.

“**Agreement**” has the meaning given that term in the introductory paragraph.

“**Capital Contribution**” means the aggregate contribution by a Member to the capital of the Company.

“**Certificate**” has the meaning given that term in Section 2.1.

“**Company**” has the meaning given that term in the introductory paragraph.

“**Covered Person**” has the meaning given that term in Section 3.2.

“**Dispose**” or “**Disposition**” means a sale, assignment, transfer, exchange or other disposition (including, without limitation, by operation of law); provided, however, that this definition does not include the granting and/or perfection of a security interest, lien or encumbrance.

“**Incapacity**” or “**Incapacitated**” means (a) with respect to a natural Person, the bankruptcy, death, incompetency or insanity of such Person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

“**Indemnitee**” has the meaning given such term in Section 5.2.

“**Majority Members**” means Members holding a majority of the Units owned by all Members or, if there is only one Member, such Member.

“**Member**” means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

“**Person**” means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

“**Proceeding**” has the meaning given such term in Section 5.2.

“**Units**” means the units of each Member representing such Member’s interest in the income, gains, losses, deductions and expenses of the Company as set forth in Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2 *Construction.* Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

ARTICLE II ORGANIZATION

2.1 *Formation.* The Company has been organized as a Texas limited liability company by the filing of a Certificate of Formation (the “**Certificate**”) under and pursuant to the Act.

2.2 *Name.* The name of the Company is “**NRG Home Services LLC**” and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3 *Registered Office; Registered Agent; Principal Office; Other Offices.* The registered office of the Company required by the Act to be maintained in the State of Texas shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Texas shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Texas.

2.4 *Purposes.* The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5 *Foreign Qualification.* Prior to the Company's conducting business in any jurisdiction other than Texas, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6 *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Texas and shall continue in existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7 *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8 *Unit Certificates.* The number of authorized Units shall initially be one thousand (1,000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine.

2.9 *All Interests shall be Securities.* All interests in the Company shall be securities governed by Article 8 of the Uniform Commercial Code and shall be evidenced by certificates. The certificated interests shall be in registered form within the meaning of Article 8 of the Uniform Commercial Code.

ARTICLE III MEMBERS, UNITS AND DISTRIBUTIONS

3.1 *Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority

Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2 *Liability of Members.*

(a) To the fullest extent permitted by applicable law, no Member, officer or employee of the Company or any employee of any such Member (in each case, a "**Covered Person**") shall (x) have any duty, including but not limited to fiduciary duties of loyalty and care, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, and (y) have any personal liability whatsoever in its capacity as a Member or otherwise, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company. Therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein.

(b) If the Member receives a distribution from the Company, the Member will have no liability under the Act or other applicable law for the amount of the distribution after the expiration of twelve months from the date of the distribution, unless an action to recover the distribution from the Member is commenced prior to the expiration of the twelve-month period and an adjudication of liability against the Member is made in such action.

(c) To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) or liabilities relating thereto to the Company or another Person, such Covered Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity and shall replace such other duties and liabilities of such Covered Person.

3.3 *Member Units.* Each Member's interest in the Company, including such Member's interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4 *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and

deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5 *Distributions.* Subject to the provision of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

ARTICLE IV MANAGEMENT

4.1 *Management.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of the Members, and the Members shall make all decisions and take all actions for the Company, except as set forth herein.

4.2 *Actions; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Members shall act through (i) meetings and written consents pursuant to Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles to any such Persons and delegate to such other individuals certain authority and duties, including as provided in Section 4.6. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3 *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the

Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4 *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Texas, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all Persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5 *Conflicts of Interest.* Each Covered Person at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation to offer to the Company or any other Covered Person the right to participate therein. The Company may transact business with any Covered Person or affiliate thereof *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6 *Officers.*

(a) The Majority Members may, from time to time, designate one or more Persons to be officers of the Company. No officer need be a resident of the State of Texas, or a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

ARTICLE V INDEMNIFICATION

5.1 *Exculpation.* Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, no Covered Person shall be liable to the Company or any other Person bound by this Agreement for any act or omission in relation to (a) the Company, its property or the conduct of its business or affairs, (b) this Agreement or any related document or (c) any transaction or investment contemplated by this Agreement or any related document, in each case, taken or omitted by such Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

5.2 *Indemnification.*

(a) To the fullest extent permitted by applicable law, and without in any way limiting the indemnification provisions set forth in the Amended and Restated Certificate of Incorporation or the Second Amended and Restated By-Laws of NRG Energy, Inc., or any successor governing documents, each Covered Person who was or is made a party or is threatened to be made a party to or is otherwise involved (including involvement as a witness) in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "**Proceeding**"), by reason of the fact that he, she or it is or was a Covered Person or, while a Covered Person, is or was serving at the request of the Company or any parent or subsidiary of the Company as a director, officer, employee, partner, member, manager, trustee, fiduciary or agent of another limited liability company or of a partnership, joint venture, corporation, trust or other entity or enterprise, including service with respect to an employee benefit plan (an "**Indemnitee**") shall be indemnified and held harmless by the Company to the fullest extent authorized by the Act, as the same exists or may hereafter be amended, against all expense, liability and loss (including attorneys' fees and costs, judgments, fines, excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Indemnitee in connection therewith. Such indemnification shall continue as to an Indemnitee who has ceased to be a director, officer, employee, partner, member, manager, fiduciary, agent, or Covered Person, and shall inure to the benefit of the Indemnitee's heirs, executors and administrators; provided, however, that, except with respect to Proceedings to enforce rights to indemnification or advance of expenses, the Company shall not indemnify any such Indemnitee in connection with a Proceeding (or part thereof) initiated by such Indemnitee except to the extent such Proceeding (or part thereof) was authorized in writing by the Majority Members.

(b) To the fullest extent permitted by applicable law, expenses (including reasonable legal fees) incurred by a Covered Person defending any Proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such Proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined by final judicial decision from which there is no further right to appeal that the Covered Person is not entitled to be indemnified as authorized in this Section 5.2.

(c) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence and who has been selected by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

(d) Section 3.2 and this Article V shall survive any termination of this Agreement.

5.3 *Amendments.* Any repeal or modification of this Article V shall not adversely affect any rights of such Covered Person pursuant to this Article V, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

ARTICLE VI TAXES AND BOOKS

6.1 *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2 *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

ARTICLE VII TRANSFERS

7.1 *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member's Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2 *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7.3 *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4 *Effect of Assignment.*

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Upon the assignment of any Units or other interests in the Company to a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement. However, any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5 *Effect of Incapacity.* Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

**ARTICLE VIII
DISSOLUTION, LIQUIDATION AND TERMINATION**

8.1 *Dissolution.* The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

- (a) the written consent of the Majority Members;
- (b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or
- (c) on the dissolution date set forth in the Certificate, if one is stated.

8.2 *Liquidation and Termination.* On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the

power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

(a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and

(b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3 *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Texas, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

ARTICLE IX GENERAL PROVISIONS

9.1 *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested, by a nationally recognized overnight courier service, or by delivering that writing to the recipient in person, by courier (with return receipt), or by facsimile or e-mail transmission (provided that in the case of facsimile or e-mail transmission, a copy is sent on or before the next business day by a nationally recognized overnight courier service); and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it (in the case of facsimile or e-mail, upon delivery by such facsimile or e-mail). All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

9.2 *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3 *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4 *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5 *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6 *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances are not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7 *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

* * * * *

IN WITNESS WHEREOF, the Sole Member has executed this Agreement as of the date first set forth above.

SOLE MEMBER:

NRG HOME SOLUTIONS LLC

Its: Sole Member

By: /s/ Elizabeth McCormack

Name: Elizabeth McCormack

Title: Assistant Secretary

SCHEDULE A

MEMBERS	UNITS
NRG Home Solutions LLC	1,000
TOTAL	1,000

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
NEO FREEHOLD-GEN LLC,
a Delaware Limited Liability Company**

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT of NEO FREEHOLD-GEN LLC (this "Agreement"), dated as of February 17, 2004 is adopted by, and executed and agreed to, for good and valuable consideration, by the sole Member.

WHEREAS, the sole Member is party to the Limited Liability Company Agreement dated as of July 13, 2000, as amended from time to time (the "Original LLC Agreement"); and

WHEREAS, in connection with the confirmation of the plan of reorganization of NRG Energy, Inc. and certain of its subsidiaries, the sole Member desires to amend and restate the Original LLC Agreement.

**ARTICLE I
DEFINITIONS**

1.1. *Definitions.* As used in this Agreement, the following terms have the following meanings:

"Act" means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

"Agreement" has the meaning given that term in the introductory paragraph.

"Capital Contribution" means the aggregate contribution by a Member to the capital of the Company.

"Certificate" has the meaning given that term in Section 2.1.

"Company" means NEO Freehold-Gen LLC, a Delaware limited liability company.

"Dispose," "Disposed," "Disposing" or "Disposition" means a sale, assignment, transfer, exchange, mortgage, pledge, grant of a security interest or other disposition or encumbrance (including, without limitation, by operation of law) or the acts thereof.

"Incapacity" or "Incapacitated" means (a) with respect to a natural person, the bankruptcy, death, incompetency or insanity of such person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

"Majority Members" means Members holding a majority of the Units owned by all Members or if there is only one Member, such Member.

“Member” means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

“Original LLC Agreement” has the meaning given such term in the recitals.

“Person” means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

“Proceeding” has the meaning given such term in Section 5.1.

“Units” means the units of each Member representing such Member’s interest in the income, gains, losses, deductions and expenses of the Company as set forth on Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2. *Construction.* Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

ARTICLE II ORGANIZATION

2.1. *Formation.* The Company has been organized as a Delaware limited liability company by the filing of a Amended and Restated Certificate of Formation (the “Certificate”) under and pursuant to the Act.

2.2. *Name.* The name of the Company is “NEO Freehold-Gen LLC,” and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3. *Registered Office; Registered Agent; Principal Office; Other Offices.* The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4. *Purposes.* The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5. *Foreign Qualification.* Prior to the Company’s conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to

the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6. *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7. *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8. *Unit Certificates; Applicability of Article 8 of UCC.* The number of authorized Units shall initially be one thousand (1000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, shall be recorded in a register thereof maintained by the Company, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine. Units shall be subject to the provisions of Article 8 of the Uniform Commercial Code as may be applicable from time to time.

ARTICLE III MEMBERS, UNITS AND DISTRIBUTIONS

3.1. *Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2. *Liability of Members.* Except as otherwise required by applicable law and as explicitly set forth in this Agreement, no Member shall have any personal liability whatsoever in its capacity as a Member, whether to the Company, to any of the Members, to the creditors of the

Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company, and therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein. To the extent that, at law or in equity, a Member or other Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or another Person, such Member or other Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement.

3.3. *Member Units.* Each Member's interest in the Company, including such Member's interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4. *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5. *Distributions.* Subject to the provision of Section 18-607 of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

ARTICLE IV MANAGEMENT

4.1. *Management by the Members.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Majority Members, and the Majority Members shall make all decisions and take all actions for the Company.

4.2. *Actions by Members; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Majority Members shall act through (i) meetings and written consents pursuant to Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the

Majority Members may assign titles (including, without limitation, chairman, chief executive officer, president, vice president, secretary, assistant secretary, treasurer and assistant treasurer) to any such Persons and delegate to such other individuals certain authority and duties. Any number of titles may be held by the same individual. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3. *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Majority Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4. *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5. *Conflicts of Interest.* Each Member and officer of the Company at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation to offer to the Company or any other Member or officer the right to participate therein. The Company may transact business with any Member, officer or affiliate thereof; *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6. *Officers.*

(a) The Majority Members may, from time to time, designate one or more persons to be officers of the Company. No officer need be a resident of the State of Delaware, or

a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

ARTICLE V INDEMNIFICATION

5.1. *Right to Indemnification.* Subject to the limitations and conditions as provided in this ARTICLE V, each Person who was or is made a party or is threatened to be made a party to or is otherwise involved (including involvement as a witness) in any action, suit or proceeding, whether civil, criminal, administrative, arbitratative or investigative (hereinafter a “Proceeding”), by reason of the fact that he or she is or was a Member or officer of the Company or while a Member or officer of the Company is or was serving at the request of the Company as a director, officer, employee, partner, member, manager, trustee, fiduciary or agent of another foreign or domestic limited liability company, corporation, partnership, joint venture or other entity or enterprise, may be indemnified and held harmless by the Company to the fullest extent permitted by the Act, as the same exists or may hereafter be amended, against all expense, liability and loss (including attorney’s fees, judgments, fines, excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Person in connection with such Proceeding; *provided* that such Person acted in good faith and in a manner such Person reasonably believed to be in, or not opposed to, the best interests of the Company, and indemnification under this ARTICLE V shall continue as to a Person who has ceased to serve in the capacity which initially entitled such Person to indemnity hereunder. If the Company elects to provide indemnification hereunder, such rights granted pursuant to this ARTICLE V shall be a contract right, and no amendment, modification or repeal of this ARTICLE V shall adversely affect such rights of any Member or officer in respect of any act, omission or condition existing or event or circumstance occurring prior to the time of such amendment, repeal or modification. It is expressly acknowledged that the indemnification provided in this ARTICLE V could involve indemnification for negligence or under theories of strict liability.

5.2. *Advance Payment.* The right to indemnification conferred in this ARTICLE V may include the right to be paid or reimbursed by the Company the reasonable expenses incurred by a Person of the type entitled to be indemnified under Section 5.1 who was, is or is threatened

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to be made a named defendant or respondent in a Proceeding in advance of the final disposition of the Proceeding and without any determination as to the Person’s ultimate entitlement to indemnification; *provided, however*, that the payment of such expenses incurred by any such Person in advance of the final disposition of a Proceeding shall be made only upon delivery to the Company of a written affirmation by such Person of a good faith belief that such Person has met the standard of conduct necessary for indemnification under this ARTICLE V and a written undertaking, by or on behalf of such Person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified Person is not entitled to be indemnified under this ARTICLE V or otherwise.

5.3. *Indemnification of Employees and Agents.* The Company may indemnify and advance expenses to an employee or agent of the Company to the same extent and subject to the same conditions under which it may indemnify and advance expenses to Persons who are not or were not Members or officers of the Company but who are or were serving at the request of the Company as a manager, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in such a capacity or arising out of his status as such a Person to the same extent that it may indemnify and advance expenses to Members and officers under this ARTICLE V.

5.4. *Appearance as a Witness.* Notwithstanding any other provision of this ARTICLE V, the Company may pay or reimburse expenses incurred by a Members or officer in connection with his appearance as a witness or other participation in a Proceeding at a time when such Person is not a named defendant or respondent in the Proceeding.

5.5. *Nonexclusivity of Rights.* The right to indemnification and the advancement and payment of expenses conferred in this ARTICLE V shall not be exclusive of any other right which a Member, officer or other Person indemnified pursuant to Section 5.3 may have or hereafter acquire under any law (common or statutory), provision of the Certificate or this Agreement, vote of Members or otherwise.

5.6. *Insurance.* The Company may purchase and maintain insurance, at its expense, to protect itself and any Person who is or was serving as a Member, officer or agent of the Company or is or was serving at the request of the Company as a manager, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any expense, liability or loss, whether or not the Company would have the power to indemnify such Person against such expense, liability or loss under this ARTICLE V.

5.7. *Savings Clause.* If this ARTICLE V or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Member or any other Person indemnified pursuant to this ARTICLE V as to costs, charges and expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative to the full extent permitted by any applicable portion of this

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ARTICLE V that shall not have been invalidated and to the fullest extent permitted by applicable law.

5.8. *Waiver of Fiduciary Duties.* The provisions of this Agreement to the extent that they expand or restrict the duties (including fiduciary duties) and liabilities of any Member or other Person bound hereby otherwise existing at law or in equity are agreed by the Members and such other Persons to expand or restrict such duties and liabilities of such Member or other Person. Whenever in this Agreement a Member is permitted to make a decision in its “sole discretion” or in its “discretion,” a Member shall be entitled to consider only such interests and factors as it desires, including its own interests, and shall to the fullest extent permitted by applicable law, have no duty or obligation to give any consideration to any interest of or factors affecting the Company or any other Member. Any such decision shall be final and binding.

ARTICLE VI TAXES AND BOOKS

6.1. *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2. *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

ARTICLE VII TRANSFERS

7.1. *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member’s Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2. *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7.3. *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4. *Effect of Assignment.*

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5. *Effect of Incapacity.* Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

**ARTICLE VIII
DISSOLUTION, LIQUIDATION AND TERMINATION**

8.1. *Dissolution.* The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

- (a) the written consent of the Majority Members; and
- (b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act.

8.2. *Liquidation and Termination.* On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

- (a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and
- (b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3. *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

ARTICLE IX GENERAL PROVISIONS

9.1. *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested or by delivering that writing to the recipient in person, by courier, or by facsimile transmission; and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it. All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

9.2. *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3. *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4. *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5. *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6. *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7. *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

* * * * *

IN WITNESS WHEREOF, the sole Member has executed this Agreement as of the date first set forth above.

SOLE MEMBER:

NEO Corporation

By: /s/ George P. Schaefer
Name: George P. Schaefer
Title: Treasurer

SCHEDULE A

MEMBERS	NEO Corporation	UNITS
TOTAL		1000
		1000

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:39 AM 04/27/2015
FILED 11:13 AM 04/27/2015
SRV 150568161 - 5735895 FILE

**CERTIFICATE OF FORMATION
OF
NRG ADVISORY SERVICES LLC**

1. **Name:** The name of the limited liability company is NRG Advisory Services LLC.
2. **Registered Office:** The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington 19801, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.
3. **Organizer:** The name and address of the sole organizer of the limited liability company is Elizabeth McCormack, NRG Energy, Inc., 211 Carnegie Center, Princeton, NJ 08540.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of NRG Advisory Services LLC this 27th day of April, 2015.

/s/ Elizabeth McCormack
Elizabeth McCormack
Sole Organizer

**LIMITED LIABILITY COMPANY AGREEMENT
OF
NRG ADVISORY SERVICES LLC
a Delaware Limited Liability Company**

THIS LIMITED LIABILITY COMPANY AGREEMENT (this “**Agreement**”) of **NRG Advisory Services LLC** (the “**Company**”), dated as of **April 27, 2015** is adopted by, and executed and agreed to, for good and valuable consideration, by its Member NRG Energy, Inc., a Delaware corporation.

**ARTICLE I
DEFINITIONS**

1.1 *Definitions.* As used in this Agreement, the following terms have the following meanings:

“**Act**” means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

“**Agreement**” has the meaning given that term in the introductory paragraph.

“**Capital Contribution**” means the aggregate contribution by a Member to the capital of the Company.

“**Certificate**” has the meaning given that term in Section 2.1.

“**Company**” has the meaning given that term in the introductory paragraph.

“**Covered Person**” has the meaning given that term in Section 3.2.

“**Dispose**” or “**Disposition**” means a sale, assignment, transfer, exchange or other disposition (including, without limitation, by operation of law); provided, however, that this definition does not include the granting and/or perfection of a security interest, lien or encumbrance.

“**Incapacity**” or “**Incapacitated**” means (a) with respect to a natural Person, the bankruptcy, death, incompetency or insanity of such Person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

“**Indemnitee**” has the meaning given such term in Section 5.2.

“**Majority Members**” means Members holding a majority of the Units owned by all Members or, if there is only one Member, such Member.

“**Member**” means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

“**Person**” means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

“**Proceeding**” has the meaning given such term in Section 5.2.

“**Units**” means the units of each Member representing such Member’s interest in the income, gains, losses, deductions and expenses of the Company as set forth in Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2 *Construction.* Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

ARTICLE II ORGANIZATION

2.1 *Formation.* The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the “**Certificate**”) under and pursuant to the Act.

2.2 *Name.* The name of the Company is “**NRG Advisory Services LLC**” and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3 *Registered Office; Registered Agent; Principal Office; Other Offices.* The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4 *Purposes.* The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5 *Foreign Qualification.* Prior to the Company's conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6 *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7 *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8 *Unit Certificates.* The number of authorized Units shall initially be one thousand (1,000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine.

2.9 *All Interests shall be Securities.* All interests in the Company shall be securities governed by Article 8 of the Uniform Commercial Code and shall be evidenced by certificates. The certificated interests shall be in registered form within the meaning of Article 8 of the Uniform Commercial Code.

ARTICLE III MEMBERS, UNITS AND DISTRIBUTIONS

3.1 *Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2 *Liability of Members.*

(a) To the fullest extent permitted by applicable law, no Member, officer or employee of the Company or any employee of any such Member (in each case, a "**Covered Person**") shall (x) have any duty, including but not limited to fiduciary duties of loyalty and care, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, and (y) have any personal liability whatsoever in its capacity as a Member or otherwise, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company. Therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein.

(b) If the Member receives a distribution from the Company, the Member will have no liability under the Act or other applicable law for the amount of the distribution after the expiration of twelve months from the date of the distribution, unless an action to recover the distribution from the Member is commenced prior to the expiration of the twelve-month period and an adjudication of liability against the Member is made in such action.

(c) To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) or liabilities relating thereto to the Company or another Person, such Covered Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity and shall replace such other duties and liabilities of such Covered Person.

3.3 *Member Units.* Each Member's interest in the Company, including such Member's interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4 *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5 *Distributions.* Subject to the provision of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

ARTICLE IV MANAGEMENT

4.1 *Management.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of the Members, and the Members shall make all decisions and take all actions for the Company, except as set forth herein.

4.2 *Actions; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Members shall act through (i) meetings and written consents pursuant to Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles to any such Persons and delegate to such other individuals certain authority and duties, including as provided in Section 4.6. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3 *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4 *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all Persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5 *Conflicts of Interest.* Each Covered Person at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation to offer to the Company or any other Covered Person the right to participate therein. The Company may transact business with any Covered Person or affiliate thereof *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6 *Officers.*

(a) The Majority Members may, from time to time, designate one or more Persons to be officers of the Company. No officer need be a resident of the State of Delaware, or a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

**ARTICLE V
INDEMNIFICATION**

5.1 *Exculpation.* Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, no Covered Person shall be liable to the Company or any other Person bound by this Agreement for any act or omission in relation to (a) the Company, its property or the conduct of its business or affairs, (b) this Agreement or any related document or (c) any transaction or investment contemplated by this Agreement or any related document, in each case, taken or omitted by such Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

5.2 *Indemnification.*

(a) To the fullest extent permitted by applicable law, and without in any way limiting the indemnification provisions set forth in the Amended and Restated Certificate of Incorporation or the Second Amended and Restated By-Laws of NRG Energy, Inc., or any successor governing documents, each Covered Person who was or is made a party or is threatened to be made a party to or is otherwise involved (including involvement as a witness) in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "**Proceeding**"), by reason of the fact that he, she or it is or was a Covered Person or, while a Covered Person, is or was serving at the request of the Company or any parent or subsidiary of the Company as a director, officer, employee, partner, member, manager, trustee, fiduciary or agent of another limited liability company or of a partnership, joint venture, corporation, trust or other entity or enterprise, including service with respect to an employee benefit plan (an "**Indemnitee**") shall be indemnified and held harmless by the Company to the fullest extent authorized by the Act, as the same exists or may hereafter be amended, against all expense, liability and loss (including attorneys' fees and costs, judgments, fines, excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Indemnitee in connection therewith. Such indemnification shall continue as to an Indemnitee who has ceased to be a director, officer, employee, partner, member, manager, fiduciary, agent, or Covered Person, and shall inure to the benefit of the Indemnitee's heirs, executors and administrators; provided, however, that, except with respect to Proceedings to enforce rights to indemnification or advance of expenses, the Company shall not indemnify any such Indemnitee in connection with a Proceeding (or part thereof) initiated by such Indemnitee except to the extent such Proceeding (or part thereof) was authorized in writing by the Majority Members.

(b) To the fullest extent permitted by applicable law, expenses (including reasonable legal fees) incurred by a Covered Person defending any Proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such Proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined by final judicial decision from which there is no further right to appeal that the Covered Person is not entitled to be indemnified as authorized in this Section 5.2.

(c) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence and who has been selected by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

(d) Section 3.2 and this Article V shall survive any termination of this Agreement.

5.3 *Amendments.* Any repeal or modification of this Article V shall not adversely affect any rights of such Covered Person pursuant to this Article V, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

ARTICLE VI TAXES AND BOOKS

6.1 *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2 *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

ARTICLE VII TRANSFERS

7.1 *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member's Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2 *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7.3 *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4 *Effect of Assignment.*

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Upon the assignment of any Units or other interests in the Company to a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement. However, any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5 *Effect of Incapacity.* Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

**ARTICLE VIII
DISSOLUTION, LIQUIDATION AND TERMINATION**

8.1 *Dissolution.* The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

- (a) the written consent of the Majority Members;
- (b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or
- (c) on the dissolution date set forth in the Certificate, if one is stated.

8.2 *Liquidation and Termination.* On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the

power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

- (a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and
- (b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3 *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

ARTICLE IX GENERAL PROVISIONS

9.1 *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested, by a nationally recognized overnight courier service, or by delivering that writing to the recipient in person, by courier (with return receipt), or by facsimile or e-mail transmission (provided that in the case of facsimile or e-mail transmission, a copy is sent on or before the next business day by a nationally recognized overnight courier service); and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it (in the case of facsimile or e-mail, upon delivery by such facsimile or e-mail). All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

9.2 *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3 *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4 *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5 *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6 *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances are not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7 *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

* * * * *

IN WITNESS WHEREOF, the Member has executed this Agreement as of the date first set forth above.

MEMBER:

NRG ENERGY, INC.

Its: Sole Member

By: /s/ Brian Curci

Name: **Brian Curci**

Title: **Corporate Secretary**

SCHEDULE A

<u>MEMBERS</u>	<u>UNITS</u>
NRG ENERGY, INC.	1,000
TOTAL	1,000

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
NRG Bayou Cove LLC,
a Delaware Limited Liability Company**

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT of NRG Bayou Cove LLC (this "Agreement"), dated as of July 27, 2004 is adopted by, and executed and agreed to, for good and valuable consideration, by the Member.

WHEREAS, the Member is a party to the Limited Liability Company Agreement dated as of September 10, 2000 (the "Original LLC Agreement"); and

WHEREAS, in connection with the confirmation of the plan of reorganization of NRG Energy, Inc. and certain of its subsidiaries, the Member desires to amend and restate the Original LLC Agreement.

**ARTICLE I
DEFINITIONS**

1.1. *Definitions.* As used in this Agreement, the following terms have the following meanings:

"Act" means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

"Agreement" has the meaning given that term in the introductory paragraph.

"Amended and Restated LLC Agreement" has the meaning given such term in the recitals.

"Capital Contribution" means the aggregate contribution by a Member to the capital of the Company specified on Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

"Certificate" has the meaning given that term in Section 2.1.

"Company" means Bayou Cove Peaking Power, LLC, a Delaware limited liability company.

"Dispose," "Disposed," "Disposing" or "Disposition" means a sale, assignment, transfer, exchange, mortgage, pledge, grant of a security interest or other disposition or encumbrance (including, without limitation, by operation of law) or the acts thereof.

"Incapacity" or "Incapacitated" means (a) with respect to a natural person, the bankruptcy, death, incompetency or insanity of such person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

“Majority Members” means Members holding a majority of the Units owned by all Members or if there is only one Member, such Member.

“Member” means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

“Original LLC Agreement” has the meaning given such term in the recitals.

“Person” means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

“Proceeding” has the meaning given such term in Section 5.1.

“Units” means the units of each Member representing such Member’s interest in the income, gains, losses, deductions and expenses of the Company as set forth on Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2. *Construction.* Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

ARTICLE II ORGANIZATION

2.1. *Formation.* The Company has been organized as a Delaware limited liability company by the filing of a Amended and Restated Certificate of Formation (the “Certificate”) under and pursuant to the Act.

2.2. *Name.* The name of the Company is “Bayou Cove Peaking Power, LLC,” and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3. *Registered Office; Registered Agent; Principal Office; Other Offices.* The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4. *Purposes.* The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5. *Foreign Qualification.* Prior to the Company's conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6. *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7. *No State-Law Partnership.* The Member intends that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to suggest otherwise. The Member intends that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8. *Unit Certificates; Applicability of Article 8 of UCC.* The number of authorized Units shall initially be one hundred (100). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, shall be recorded in a register thereof maintained by the Company, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine. Units shall be subject to the provisions of Article 8 of the Uniform Commercial Code as may be applicable from time to time.

ARTICLE III MEMBERS, UNITS AND DISTRIBUTIONS

3.1. *Member.*

(a) The name, residence, business or mailing address, Capital Contribution and the Units of the Member are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address, Capital Contribution and Units.

3.2. *Liability of Members.* Except as otherwise required by applicable law and as explicitly set forth in this Agreement, no Member shall have any personal liability whatsoever in its capacity as a Member, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company, and therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein. To the extent that, at law or in equity, a Member or other Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or another Person, such Member or other Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement.

3.3. *Member Units.* Each Member's interest in the Company, including such Member's interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4. *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5. Subject to the provision of Section 18-607 of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

ARTICLE IV MANAGEMENT

4.1. *Management by the Members.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Majority Members, and the Majority Members shall make all decisions and take all actions for the Company.

4.2. *Actions by Members; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Majority Members shall act through (i) meetings and written consents pursuant to

Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles (including, without limitation, chairman, chief executive officer, president, vice president, secretary, assistant secretary, treasurer and assistant treasurer) to any such Persons and delegate to such other individuals certain authority and duties. Any number of titles may be held by the same individual. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3. *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Majority Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4. *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5. *Conflicts of Interest.* Each Member and officer of the Company at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation to offer to the Company or any other Member or officer the right to participate therein. The Company may transact business with any Member, officer or affiliate thereof; *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6. *Officers.*

(a) The Majority Members may, from time to time, designate one or more persons to be officers of the Company. No officer need be a resident of the State of Delaware, or a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

**ARTICLE V
INDEMNIFICATION**

5.1. *Right to Indemnification.* Subject to, the limitations and conditions as provided in this ARTICLE V, each Person who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitral (hereinafter a "Proceeding"), or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding, by reason of the fact that he or she, or a Person of whom he or she is the legal representative, is or was a Member or officer of the Company or while a Member or officer of the Company is or was serving at the request of the Company as a manager, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise may be indemnified by the Company to the fullest extent permitted by the Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Company to provide broader indemnification rights than said law permitted the Company to provide prior to such amendment) against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable expenses (including, without limitation, attorneys' fees) actually incurred by such Person in connection with such Proceeding; *provided* that such Person acted in good faith and in a manner such Person reasonably believed to be in, or not opposed to, the best interests of the Company, and indemnification under this ARTICLE V shall continue as to a Person who has ceased to serve in the capacity which initially entitled such Person to indemnity hereunder. The rights granted pursuant to this ARTICLE V shall be deemed contract rights, and no amendment, modification or repeal of this ARTICLE V shall have the effect of limiting or denying any such

rights with respect to actions taken or Proceedings arising prior to any amendment, modification or repeal. It is expressly acknowledged that the indemnification provided in this, ARTICLE V could involve indemnification for negligence or under theories of strict liability.

5.2. *Advance Payment.* The right to indemnification conferred in this ARTICLE V may include the right to be paid or reimbursed by the Company the reasonable expenses incurred by a Person of the type entitled to be indemnified under Section 5.1 who was, is or is threatened to be made a named defendant or respondent in a Proceeding in advance of the final disposition of the Proceeding and without any determination as to the Person's ultimate entitlement to indemnification; *provided, however,* that the payment of such expenses incurred by any such Person in advance of the final disposition of a Proceeding shall be made only upon delivery to the Company of a written affirmation by such Person of a good faith belief that such Person has met the standard of conduct necessary for indemnification under this ARTICLE V and a written undertaking, by or on behalf of such Person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified Person is not entitled to be indemnified under this ARTICLE V or otherwise.

5.3. *Indemnification of Employees and Agents.* The Company may indemnify and advance expenses to an employee or agent of the Company to the same extent and subject to the same conditions under which it may indemnify and advance expenses to Persons who are not or were not Members or officers of the Company but who are or were serving at the request of the Company as a manager, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in such a capacity or arising out of his status as such a Person to the same extent that it may indemnify and advance expenses to Members and officers under this ARTICLE V.

5.4. *Appearance as a Witness.* Notwithstanding any other provision of this ARTICLE V, the Company may pay or reimburse expenses incurred by a Member or officer in connection with his appearance as a witness or other participation in a Proceeding at a time when such Person is not a named defendant or respondent in the Proceeding.

5.5. *Nonexclusivity of Rights.* The right to indemnification and the advancement and payment of expenses conferred in this ARTICLE V shall not be exclusive of any other right which a Member, officer or other Person indemnified pursuant to Section 5.3 may have or hereafter acquire under any law (common or statutory), provision of the Certificate or this Agreement, vote of Members or otherwise.

5.6. *Insurance.* The Company may purchase and maintain insurance, at its expense, to protect itself and any Person who is or was serving as a Member, officer or agent of the Company or is or was serving at the request of the Company as a manager, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any expense, liability or loss, whether or not the Company would have the power to indemnify such Person against such expense, liability or loss under this ARTICLE V.

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5.7. *Savings Clause.* If this ARTICLE V or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Member or any other Person indemnified pursuant to this ARTICLE V as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative to the full extent permitted by any applicable portion of this ARTICLE V that shall not have been invalidated and to the fullest extent permitted by applicable law.

5.8. *Waiver of Fiduciary Duties.* The provisions of this Agreement to the extent that they expand or restrict the duties (including fiduciary duties) and liabilities of any Member or other Person bound hereby otherwise existing at law or in equity are agreed by the Members and such other Persons to expand or restrict such duties and liabilities of such Member or other Person. Whenever in this Agreement a Member is permitted to make a decision in its "sole discretion" or in its "discretion," a Member shall be entitled to consider only such interests and factors as it desires, including its own interests, and shall to the fullest extent permitted by applicable law, have no duty or obligation to give any consideration to any interest of or factors affecting the Company or any other Member.

ARTICLE VI TAXES AND BOOKS

6.1. *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2. *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

ARTICLE VII TRANSFERS

7.1. *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member's Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2. *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7.3. *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

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(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4. *Effect of Assignment.*

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5. *Effect of Incapacity.* Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

**ARTICLE VIII
DISSOLUTION, LIQUIDATION AND TERMINATION**

8.1. *Dissolution.* The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

- (a) the written consent of the Majority Members; and
- (b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act.

8.2. *Liquidation and Termination.* On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

- (a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and

(b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3. *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

ARTICLE IX GENERAL PROVISIONS

9.1. *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested or by delivering that writing to the recipient in person, by courier, or by facsimile transmission; and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it. All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this Agreement a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

9.2. *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3. *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure

continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4. *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5. *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6. *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7. *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

* * * * *

IN WITNESS WHEREOF, the Member has executed this Agreement as of the date first set forth above.

MEMBER:

NRG SOUTH CENTRAL GENERATING LLC

By: /s/ Erschel C. Redd, Jr.

Name: Erschel C. Redd, Jr.

Title: President

SCHEDULE A

MEMBER	CAPITAL CONTRIBUTION	UNITS
NRG South Central Generating LLC		100
TOTAL		100

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:23 PM 03/11/2015
FILED 12:16 PM 03/11/2015
SRV 150341520 - 5707747 FILE

**CERTIFICATE OF FORMATION
OF
NRG BUSINESS SERVICES LLC**

1. **Name:** The name of the limited liability company is NRG Business Services LLC.
2. **Registered Office:** The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington 19801, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.
3. **Organizer:** The name and address of the sole organizer of the limited liability company is Elizabeth McCormack, NRG Energy, Inc., 211 Carnegie Center, Princeton, NJ 08540.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of NRG Business Services LLC this 11th day of March, 2015.

/s/ Elizabeth McCormack
Elizabeth McCormack
Authorized Person

**LIMITED LIABILITY COMPANY AGREEMENT
OF
NRG BUSINESS SERVICES LLC
a Delaware Limited Liability Company**

THIS LIMITED LIABILITY COMPANY AGREEMENT (this “**Agreement**”) of **NRG Business Services LLC** (the “**Company**”), dated as of **March 11, 2015** is adopted by, and executed and agreed to, for good and valuable consideration, by its Member, **NRG Energy, Inc.**, a Delaware corporation.

**ARTICLE I
DEFINITIONS**

1.1 *Definitions.* As used in this Agreement, the following terms have the following meanings:

“**Act**” means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

“**Agreement**” has the meaning given that term in the introductory paragraph.

“**Capital Contribution**” means the aggregate contribution by a Member to the capital of the Company.

“**Certificate**” has the meaning given that term in Section 2.1.

“**Company**” has the meaning given that term in the introductory paragraph.

“**Covered Person**” has the meaning given that term in Section 3.2.

“**Dispose**” or “**Disposition**” means a sale, assignment, transfer, exchange or other disposition (including, without limitation, by operation of law); provided, however, that this definition does not include the granting and/or perfection of a security interest, lien or encumbrance.

“**Incapacity**” or “**Incapacitated**” means (a) with respect to a natural Person, the bankruptcy, death, incompetency or insanity of such Person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

“**Indemnitee**” has the meaning given such term in Section 5.2.

“**Majority Members**” means Members holding a majority of the Units owned by all Members or, if there is only one Member, such Member.

“**Member**” means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

“**Person**” means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

“**Proceeding**” has the meaning given such term in Section 5.2.

“**Units**” means the units of each Member representing such Member’s interest in the income, gains, losses, deductions and expenses of the Company as set forth in Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2 *Construction.* Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

ARTICLE II ORGANIZATION

2.1 *Formation.* The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the “**Certificate**”) under and pursuant to the Act.

2.2 *Name.* The name of the Company is “**NRG Business Services LLC**” and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3 *Registered Office; Registered Agent; Principal Office; Other Offices.* The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4 *Purposes.* The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5 *Foreign Qualification.* Prior to the Company's conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6 *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7 *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8 *Unit Certificates.* The number of authorized Units shall initially be one thousand (1,000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine.

2.9 *All Interests shall be Securities.* All interests in the Company shall be securities governed by Article 8 of the Uniform Commercial Code and shall be evidenced by certificates. The certificated interests shall be in registered form within the meaning of Article 8 of the Uniform Commercial Code.

ARTICLE III MEMBERS, UNITS AND DISTRIBUTIONS

3.1 *Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2 *Liability of Members.*

(a) To the fullest extent permitted by applicable law, no Member, officer or employee of the Company or any employee of any such Member (in each case, a "**Covered Person**") shall (x) have any duty, including but not limited to fiduciary duties of loyalty and care, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, and (y) have any personal liability whatsoever in its capacity as a Member or otherwise, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company. Therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein.

(b) If the Member receives a distribution from the Company, the Member will have no liability under the Act or other applicable law for the amount of the distribution after the expiration of twelve months from the date of the distribution, unless an action to recover the distribution from the Member is commenced prior to the expiration of the twelve-month period and an adjudication of liability against the Member is made in such action.

(c) To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) or liabilities relating thereto to the Company or another Person, such Covered Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity and shall replace such other duties and liabilities of such Covered Person.

3.3 *Member Units.* Each Member's interest in the Company, including such Member's interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4 *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5 *Distributions.* Subject to the provision of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

ARTICLE IV MANAGEMENT

4.1 *Management.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of the Members, and the Members shall make all decisions and take all actions for the Company, except as set forth herein.

4.2 *Actions; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Members shall act through (i) meetings and written consents pursuant to Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles to any such Persons and delegate to such other individuals certain authority and duties, including as provided in Section 4.6. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3 *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4 *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all Persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5 *Conflicts of Interest.* Each Covered Person at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation to offer to the Company or any other Covered Person the right to participate therein. The Company may transact business with any Covered Person or affiliate thereof *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6 *Officers.*

(a) The Majority Members may, from time to time, designate one or more Persons to be officers of the Company. No officer need be a resident of the State of Delaware, or a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

**ARTICLE V
INDEMNIFICATION**

5.1 *Exculpation.* Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, no Covered Person shall be liable to the Company or any other Person bound by this Agreement for any act or omission in relation to (a) the Company, its property or the conduct of its business or affairs, (b) this Agreement or any related document or (c) any transaction or investment contemplated by this Agreement or any related document, in each case, taken or omitted by such Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

5.2 *Indemnification.*

(a) To the fullest extent permitted by applicable law, and without in any way limiting the indemnification provisions set forth in the Amended and Restated Certificate of Incorporation or the Second Amended and Restated By-Laws of NRG Energy, Inc., or any successor governing documents, each Covered Person who was or is made a party or is threatened to be made a party to or is otherwise involved (including involvement as a witness) in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "**Proceeding**"), by reason of the fact that he, she or it is or was a Covered Person or, while a Covered Person, is or was serving at the request of the Company or any parent or subsidiary of the Company as a director, officer, employee, partner, member, manager, trustee, fiduciary or agent of another limited liability company or of a partnership, joint venture, corporation, trust or other entity or enterprise, including service with respect to an employee benefit plan (an "**Indemnitee**") shall be indemnified and held harmless by the Company to the fullest extent authorized by the Act, as the same exists or may hereafter be amended, against all expense, liability and loss (including attorneys' fees and costs, judgments, fines, excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Indemnitee in connection therewith. Such indemnification shall continue as to an Indemnitee who has ceased to be a director, officer, employee, partner, member, manager, fiduciary, agent, or Covered Person, and shall inure to the benefit of the Indemnitee's heirs, executors and administrators; provided, however, that, except with respect to Proceedings to enforce rights to indemnification or advance of expenses, the Company shall not indemnify any such Indemnitee in connection with a Proceeding (or part thereof) initiated by such Indemnitee except to the extent such Proceeding (or part thereof) was authorized in writing by the Majority Members.

(b) To the fullest extent permitted by applicable law, expenses (including reasonable legal fees) incurred by a Covered Person defending any Proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such Proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined by final judicial decision from which there is no further right to appeal that the Covered Person is not entitled to be indemnified as authorized in this Section 5.2.

(c) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence and who has been selected by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

(d) Section 3.2 and this Article V shall survive any termination of this Agreement.

5.3 *Amendments.* Any repeal or modification of this Article V shall not adversely affect any rights of such Covered Person pursuant to this Article V, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

ARTICLE VI TAXES AND BOOKS

6.1 *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2 *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

ARTICLE VII TRANSFERS

7.1 *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member's Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2 *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7.3 *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4 *Effect of Assignment.*

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Upon the assignment of any Units or other interests in the Company to a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement. However, any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5 *Effect of Incapacity.* Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

**ARTICLE VIII
DISSOLUTION, LIQUIDATION AND TERMINATION**

8.1 *Dissolution.* The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

- (a) the written consent of the Majority Members;
- (b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or
- (c) on the dissolution date set forth in the Certificate, if one is stated.

8.2 *Liquidation and Termination.* On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the

power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

- (a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and
- (b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3 *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

ARTICLE IX GENERAL PROVISIONS

9.1 *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested, by a nationally recognized overnight courier service, or by delivering that writing to the recipient in person, by courier (with return receipt), or by facsimile or e-mail transmission (provided that in the case of facsimile or e-mail transmission, a copy is sent on or before the next business day by a nationally recognized overnight courier service); and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it (in the case of facsimile or e-mail, upon delivery by such facsimile or e-mail). All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

9.2 *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3 *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4 *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5 *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6 *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances are not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7 *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

* * * * *

IN WITNESS WHEREOF, the Member has executed this Agreement as of the date first set forth above.

MEMBER:

NRG ENERGY, INC.

Its: Sole Member

By: /s/ Brian Curci

Name: **Brian Curci**

Title: **Corporate Secretary**

SCHEDULE A

MEMBERS	UNITS
NRG Energy, Inc.	1,000
TOTAL	1,000

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
NRG CALIFORNIA PEAKER OPERATIONS LLC,
a Delaware Limited Liability Company**

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT of NRG CALIFORNIA PEAKER OPERATIONS LLC (this "Agreement"), dated as of February 17, 2004 is adopted by, and executed and agreed to, for good and valuable consideration, by the sole Member.

WHEREAS, the sole Member is party to the Limited Liability Company Agreement dated as of May 20, 2003, as amended from time to time (the "Original LLC Agreement"); and

WHEREAS, in connection with the confirmation of the plan of reorganization of NRG Energy, Inc. and certain of its subsidiaries, the sole Member desires to amend and restate the Original LLC Agreement.

**ARTICLE I
DEFINITIONS**

1.1. *Definitions.* As used in this Agreement, the following terms have the following meanings:

"Act" means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

"Agreement" has the meaning given that term in the introductory paragraph.

"Capital Contribution" means the aggregate contribution by a Member to the capital of the Company.

"Certificate" has the meaning given that term in Section 2.1.

"Company" means NRG California Peaker Operations LLC, a Delaware limited liability company.

"Dispose," "Disposed," "Disposing" or "Disposition" means a sale, assignment, transfer, exchange, mortgage, pledge, grant of a security interest or other disposition or encumbrance (including, without limitation, by operation of law) or the acts thereof.

"Incapacity" or "Incapacitated" means (a) with respect to a natural person, the bankruptcy, death, incompetency or insanity of such person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

"Majority Members" means Members holding a majority of the Units owned by all Members or if there is only one Member, such Member.

“Member” means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

“Original LLC Agreement” has the meaning given such term in the recitals.

“Person” means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

“Proceeding” has the meaning given such term in Section 5.1.

“Units” means the units of each Member representing such Member’s interest in the income, gains, losses, deductions and expenses of the Company as set forth on Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2. *Construction.* Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

ARTICLE II ORGANIZATION

2.1. *Formation.* The Company has been organized as a Delaware limited liability company by the filing of a Amended and Restated Certificate of Formation (the “Certificate”) under and pursuant to the Act.

2.2. *Name.* The name of the Company is “Astoria Gas Turbine Power LLC,” and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3. *Registered Office; Registered Agent; Principal Office; Other Offices.* The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4. *Purposes.* The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5. *Foreign Qualification.* Prior to the Company’s conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to

the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6. *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7. *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8. *Unit Certificates; Applicability of Article 8 of UCC.* The number of authorized Units shall initially be one thousand (1000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, shall be recorded in a register thereof maintained by the Company, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine. Units shall be subject to the provisions of Article 8 of the Uniform Commercial Code as may be applicable from time to time.

ARTICLE III MEMBERS, UNITS AND DISTRIBUTIONS

3.1. *Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2. *Liability of Members.* Except as otherwise required by applicable law and as explicitly set forth in this Agreement, no Member shall have any personal liability whatsoever in its capacity as a Member, whether to the Company, to any of the Members, to the creditors of the

Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company, and therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein. To the extent that, at law or in equity, a Member or other Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or another Person, such Member or other Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement.

3.3. *Member Units.* Each Member's interest in the Company, including such Member's interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4. *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5. *Distributions.* Subject to the provision of Section 18-607 of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

ARTICLE IV MANAGEMENT

4.1. *Management by the Members.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Majority Members, and the Majority Members shall make all decisions and take all actions for the Company.

4.2. *Actions by Members; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Majority Members shall act through (i) meetings and written consents pursuant to Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the

Majority Members may assign titles (including, without limitation, chairman, chief executive officer, president, vice president, secretary, assistant secretary, treasurer and assistant treasurer) to any such Persons and delegate to such other individuals certain authority and duties. Any number of titles may be held by the same individual. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3. *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Majority Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4. *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5. *Conflicts of Interest.* Each Member and officer of the Company at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation to offer to the Company or any other Member or officer the right to participate therein. The Company may transact business with any Member, officer or affiliate thereof; *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6. *Officers.*

(a) The Majority Members may, from time to time, designate one or more persons to be officers of the Company. No officer need be a resident of the State of Delaware, or

a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

ARTICLE V INDEMNIFICATION

5.1. *Right to Indemnification.* Subject to the limitations and conditions as provided in this ARTICLE V, each Person who was or is made a party or is threatened to be made a party to or is otherwise involved (including involvement as a witness) in any action, suit or proceeding, whether civil, criminal, administrative, arbitral or investigative (hereinafter a "Proceeding"), by reason of the fact that he or she is or was a Member or officer of the Company or while a Member or officer of the Company is or was serving at the request of the Company as a director, officer, employee, partner, member, manager, trustee, fiduciary or agent of another foreign or domestic limited liability company, corporation, partnership, joint venture or other entity or enterprise, may be indemnified and held harmless by the Company to the fullest extent permitted by the Act, as the same exists or may hereafter be amended, against all expense, liability and loss (including attorney's fees, judgments, fines, excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Person in connection with such Proceeding; *provided* that such Person acted in good faith and in a manner such Person reasonably believed to be in, or not opposed to, the best interests of the Company, and indemnification under this ARTICLE V shall continue as to a Person who has ceased to serve in the capacity which initially entitled such Person to indemnity hereunder. If the Company elects to provide indemnification hereunder, such rights granted pursuant to this ARTICLE V shall be a contract right, and no amendment, modification or repeal of this ARTICLE V shall adversely affect such rights of any Member or officer in respect of any act, omission or condition existing or event or circumstance occurring prior to the time of such amendment, repeal or modification. It is expressly acknowledged that the indemnification provided in this ARTICLE V could involve indemnification for negligence or under theories of strict liability.

5.2. *Advance Payment.* The right to indemnification conferred in this ARTICLE V may include the right to be paid or reimbursed by the Company the reasonable expenses incurred by a Person of the type entitled to be indemnified under Section 5.1 who was, is or is threatened

to be made a named defendant or respondent in a Proceeding in advance of the final disposition of the Proceeding and without any determination as to the Person's ultimate entitlement to indemnification; *provided, however*, that the payment of such expenses incurred by any such Person in advance of the final disposition of a Proceeding shall be made only upon delivery to the Company of a written affirmation by such Person of a good faith belief that such Person has met the standard of conduct necessary for indemnification under this ARTICLE V and a written undertaking, by or on behalf of such Person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified Person is not entitled to be indemnified under this ARTICLE V or otherwise.

5.3. *Indemnification of Employees and Agents.* The Company may indemnify and advance expenses to an employee or agent of the Company to the same extent and subject to the same conditions under which it may indemnify and advance expenses to Persons who are not or were not Members or officers of the Company but who are or were serving at the request of the Company as a manager, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in such a capacity or arising out of his status as such a Person to the same extent that it may indemnify and advance expenses to Members and officers under this ARTICLE V.

5.4. *Appearance as a Witness.* Notwithstanding any other provision of this ARTICLE V, the Company may pay or reimburse expenses incurred by a Members or officer in connection with his appearance as a witness or other participation in a Proceeding at a time when such Person is not a named defendant or respondent in the Proceeding.

5.5. *Nonexclusivity of Rights.* The right to indemnification and the advancement and payment of expenses conferred in this ARTICLE V shall not be exclusive of any other right which a Member, officer or other Person indemnified pursuant to Section 5.3 may have or hereafter acquire under any law (common or statutory), provision of the Certificate or this Agreement, vote of Members or otherwise.

5.6. *Insurance.* The Company may purchase and maintain insurance, at its expense, to protect itself and any Person who is or was serving as a Member, officer or agent of the Company or is or was serving at the request of the Company as a manager, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any expense, liability or loss, whether or not the Company would have the power to indemnify such Person against such expense, liability or loss under this ARTICLE V.

5.7. *Savings Clause.* If this ARTICLE V or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Member or any other Person indemnified pursuant to this ARTICLE V as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative to the full extent permitted by any applicable portion of this

ARTICLE V that shall not have been invalidated and to the fullest extent permitted by applicable law.

5.8. *Waiver of Fiduciary Duties.* The provisions of this Agreement to the extent that they expand or restrict the duties (including fiduciary duties) and liabilities of any Member or other Person bound hereby otherwise existing at law or in equity are agreed by the Members and such other Persons to expand or restrict such duties and liabilities of such Member or other Person. Whenever in this Agreement a Member is permitted to make a decision in its “sole discretion” or in its “discretion,” a Member shall be entitled to consider only such interests and factors as it desires, including its own interests, and shall to the fullest extent permitted by applicable law, have no duty or obligation to give any consideration to any interest of or factors affecting the Company or any other Member. Any such decision shall be final and binding.

ARTICLE VI TAXES AND BOOKS

6.1. *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2. *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

ARTICLE VII TRANSFERS

7.1. *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member’s Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2. *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7.3. *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

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7.4. *Effect of Assignment.*

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5. *Effect of Incapacity.* Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member’s Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

ARTICLE VIII DISSOLUTION, LIQUIDATION AND TERMINATION

8.1. *Dissolution.* The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

- (a) the written consent of the Majority Members; and
- (b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act.

8.2. *Liquidation and Termination.* On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

- (a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and
- (b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3. *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

ARTICLE IX GENERAL PROVISIONS

9.1. *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested or by delivering that writing to the recipient in person, by courier, or by facsimile transmission; and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it. All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

9.2. *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3. *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4. *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5. *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6. *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7. *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

* * * * *

IN WITNESS WHEREOF, the sole Member has executed this Agreement as of the date first set forth above.

SOLE MEMBER:

NRG Operating Services, Inc.

By: /s/ George P. Schaefer

Name: George P. Schaefer

Title: Treasurer

SCHEDULE A

MEMBERS		UNITS
	NRG Operating Services, Inc.	1000
TOTAL		1000

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:18 AM 08/07/2013
FILED 09:49 AM 08/07/2013
SRV 130962357 - 5379546 FILE

**CERTIFICATE OF FORMATION
OF
NRG CURTAILMENT SPECIALISTS LLC**

1. **Name:** The name of the limited liability company is NRG Curtailment Specialists LLC.
2. **Registered Office:** The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington 19801, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.
3. **Organizer:** The name and address of the sole organizer of the limited liability company is Elizabeth McCormack, NRG Energy, Inc., 211 Carnegie Center, Princeton, NJ 08540.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of NRG Curtailment Specialists LLC this 7th day of August, 2013.

/s/ Elizabeth McCormack
Elizabeth McCormack
Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:41 PM 08/28/2013
FILED 02:37 PM 08/28/2013
SRV 131034410 - 5379546 FILE

**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT**

1. Name of Limited Liability Company:

NRG Curtailment Specialists LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

1. Name: The name of the Limited Liability Company is NRG Curtailment Solutions LLC

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 28th day of August, A.D. 2013.

By: /s/ Elizabeth McCormack
Authorized Person(s)

Name: Elizabeth McCormack
Print or Type

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:47 PM 08/27/2015
FILED 06:22 PM 08/27/2015
SRV 151228350 - 5379546 FILE

**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT**

1. Name of Limited Liability Company:

NRG Curtailment Solutions LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

1. Name: The name of the Limited Liability Company is NRG Curtailment Solutions Holdings LLC.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 26th day of August, A.D. 2015.

By: /s/ Deborah R. Fry
Authorized Person(s)

Name: Deborah R. Fry
Print or Type

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:36 PM 10/23/2015
FILED 04:36 PM 10/23/2015
SR 20150627035 - File Number 5858598

**CERTIFICATE OF FORMATION
OF
NRG ECOKAP HOLDINGS LLC**

First: The name of the limited liability company is **NRG ECOKAP Holdings LLC**.

Second: The address of its registered office in the State of Delaware is 1209 Orange Street in the City of Wilmington, zip code 19801. The name of its registered agent at such address is The Corporation Trust Company.

In Witness Whereof, the undersigned has executed this Certificate of Formation on this 23rd day of October, 2015.

/s/ Debbie Reyes

Debbie Reyes
Authorized Person

**LIMITED LIABILITY COMPANY AGREEMENT
OF
NRG ECOKAP HOLDINGS LLC**
a Delaware Limited Liability Company

THIS LIMITED LIABILITY COMPANY AGREEMENT (this “**Agreement**”) of NRG ECOKAP Holdings LLC (the “**Company**”), dated as of October 23, 2015, is adopted by, and executed and agreed to, for good and valuable consideration, by its Member, NRG Energy, Inc., a Delaware corporation.

**ARTICLE I
DEFINITIONS**

1.1 *Definitions.* As used in this Agreement, the following terms have the following meanings:

“**Act**” means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

“**Agreement**” has the meaning given that term in the introductory paragraph.

“**Capital Contribution**” means the aggregate contribution by a Member to the capital of the Company.

“**Certificate**” has the meaning given that term in Section 2.1.

“**Company**” has the meaning given that term in the introductory paragraph.

“**Covered Person**” has the meaning given that term in Section 3.2.

“**Dispose**” or “**Disposition**” means a sale, assignment, transfer, exchange or other disposition (including, without limitation, by operation of law); provided, however, that this definition does not include the granting and/or perfection of a security interest, lien or encumbrance.

“**Incapacity**” or “**Incapacitated**” means (a) with respect to a natural Person, the bankruptcy, death, incompetency or insanity of such Person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

“**Indemnitee**” has the meaning given such term in Section 5.2.

“**Majority Members**” means Members holding a majority of the Units owned by all Members or, if there is only one Member, such Member.

“**Member**” means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

“**Person**” means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

“**Proceeding**” has the meaning given such term in Section 5.2.

“**Units**” means the units of each Member representing such Member’s interest in the income, gains, losses, deductions and expenses of the Company as set forth in Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2 *Construction.* Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

ARTICLE II ORGANIZATION

2.1 *Formation.* The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the “**Certificate**”) under and pursuant to the Act.

2.2 *Name.* The name of the Company is “NRG ECOKAP Holdings LLC” and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3 *Registered Office; Registered Agent; Principal Office; Other Offices.* The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4 *Purposes.* The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5 *Foreign Qualification.* Prior to the Company's conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6 *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7 *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8 *Unit Certificates.* The number of authorized Units shall initially be one thousand (1,000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine.

2.9 *All Interests shall be Securities.* All interests in the Company shall be securities governed by Article 8 of the Uniform Commercial Code and shall be evidenced by certificates. The certificated interests shall be in registered form within the meaning of Article 8 of the Uniform Commercial Code.

ARTICLE III MEMBERS, UNITS AND DISTRIBUTIONS

3.1 *Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2 *Liability of Members.*

(a) To the fullest extent permitted by applicable law, no Member, officer or employee of the Company or any employee of any such Member (in each case, a "**Covered Person**") shall (x) have any duty, including but not limited to fiduciary duties of loyalty and care, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, and (y) have any personal liability whatsoever in its capacity as a Member or otherwise, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company. Therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein.

(b) If the Member receives a distribution from the Company, the Member will have no liability under the Act or other applicable law for the amount of the distribution after the expiration of twelve months from the date of the distribution, unless an action to recover the distribution from the Member is commenced prior to the expiration of the twelve-month period and an adjudication of liability against the Member is made in such action.

(c) To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) or liabilities relating thereto to the Company or another Person, such Covered Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity and shall replace such other duties and liabilities of such Covered Person.

3.3 *Member Units.* Each Member's interest in the Company, including such Member's interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4 *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5 *Distributions.* Subject to the provision of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

ARTICLE IV MANAGEMENT

4.1 *Management.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of the Members, and the Members shall make all decisions and take all actions for the Company, except as set forth herein.

4.2 *Actions; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Members shall act through (i) meetings and written consents pursuant to Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles to any such Persons and delegate to such other individuals certain authority and duties, including as provided in Section 4.6. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3 *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4 *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all Persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5 *Conflicts of Interest.* Each Covered Person at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation to offer to the Company or any other Covered Person the right to participate therein. The Company may transact business with any Covered Person or affiliate thereof *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6 *Officers.*

(a) The Majority Members may, from time to time, designate one or more Persons to be officers of the Company. No officer need be a resident of the State of Delaware, or a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

**ARTICLE V
INDEMNIFICATION**

5.1 *Exculpation.* Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, no Covered Person shall be liable to the Company or any other Person bound by this Agreement for any act or omission in relation to (a) the Company, its property or the conduct of its business or affairs, (b) this Agreement or any related document or (c) any transaction or investment contemplated by this Agreement or any related document, in each case, taken or omitted by such Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

5.2 *Indemnification.*

(a) To the fullest extent permitted by applicable law, and without in any way limiting the indemnification provisions set forth in the Amended and Restated Certificate of Incorporation or the Second Amended and Restated By-Laws of NRG Energy, Inc., or any successor governing documents, each Covered Person who was or is made a party or is threatened to be made a party to or is otherwise involved (including involvement as a witness) in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "**Proceeding**"), by reason of the fact that he, she or it is or was a Covered Person or, while a Covered Person, is or was serving at the request of the Company or any parent or subsidiary of the Company as a director, officer, employee, partner, member, manager, trustee, fiduciary or agent of another limited liability company or of a partnership, joint venture, corporation, trust or other entity or enterprise, including service with respect to an employee benefit plan (an "**Indemnitee**") shall be indemnified and held harmless by the Company to the fullest extent authorized by the Act, as the same exists or may hereafter be amended, against all expense, liability and loss (including attorneys' fees and costs, judgments, fines, excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Indemnitee in connection therewith. Such indemnification shall continue as to an Indemnitee who has ceased to be a director, officer, employee, partner, member, manager, fiduciary, agent, or Covered Person, and shall inure to the benefit of the Indemnitee's heirs, executors and administrators; provided, however, that, except with respect to Proceedings to enforce rights to indemnification or advance of expenses, the Company shall not indemnify any such Indemnitee in connection with a Proceeding (or part thereof) initiated by such Indemnitee except to the extent such Proceeding (or part thereof) was authorized in writing by the Majority Members.

(b) To the fullest extent permitted by applicable law, expenses (including reasonable legal fees) incurred by a Covered Person defending any Proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such Proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined by final judicial decision from which there is no further right to appeal that the Covered Person is not entitled to be indemnified as authorized in this Section 5.2.

(c) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence and who has been selected by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

(d) Section 3.2 and this Article V shall survive any termination of this Agreement.

5.3 *Amendments.* Any repeal or modification of this Article V shall not adversely affect any rights of such Covered Person pursuant to this Article V, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

ARTICLE VI TAXES AND BOOKS

6.1 *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2 *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

ARTICLE VII TRANSFERS

7.1 *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member's Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2 *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7.3 *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4 *Effect of Assignment.*

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Upon the assignment of any Units or other interests in the Company to a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement. However, any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5 *Effect of Incapacity.* Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

**ARTICLE VIII
DISSOLUTION, LIQUIDATION AND TERMINATION**

8.1 *Dissolution.* The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

- (a) the written consent of the Majority Members;
- (b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or
- (c) on the dissolution date set forth in the Certificate, if one is stated.

8.2 *Liquidation and Termination.* On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the

power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

(a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and

(b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3 *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

ARTICLE IX GENERAL PROVISIONS

9.1 *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested, by a nationally recognized overnight courier service, or by delivering that writing to the recipient in person, by courier (with return receipt), or by facsimile or e-mail transmission (provided that in the case of facsimile or e-mail transmission, a copy is sent on or before the next business day by a nationally recognized overnight courier service); and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it (in the case of facsimile or e-mail, upon delivery by such facsimile or e-mail). All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

9.2 *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3 *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4 *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5 *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6 *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances are not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7 *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

* * * * *

IN WITNESS WHEREOF, the Member has executed this Agreement as of the date first set forth above.

MEMBER:

NRG Energy, Inc.
Its: Sole Member

By: /s/ Brian Curci _____

Name: Brian Curci

Title: Secretary

SCHEDULE A

<u>MEMBERS</u>	<u>UNITS</u>
NRG ENERGY, INC.	1,000
TOTAL	1,000

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:59 PM 09/30/2015
FILED 12:59 PM 09/30/2015
SR 20150323883 - File Number 5838327

CERTIFICATE OF FORMATION
OF
NRG GREENCO LLC

First: The name of the limited liability company is: NRG Greenco LLC.

Second: The address of its registered office in the State of Delaware is 1209 Orange Street in the City of Wilmington, zip code 19801. The name of its registered agent at such address is The Corporation Trust Company.

In Witness Whereof, the undersigned has executed this Certificate of Formation on this 30th day of September, 2015.

/s/ Deborah R. Fry
Deborah R. Fry
Authorized Person

**LIMITED LIABILITY COMPANY AGREEMENT
OF
NRG GREENCO LLC**
a Delaware Limited Liability Company

THIS LIMITED LIABILITY COMPANY AGREEMENT (this “**Agreement**”) of NRG Greenco LLC (the “**Company**”), dated as of October , 2015, is adopted by, and executed and agreed to, for good and valuable consideration, by its Member, NRG Energy, Inc., a Delaware limited liability company.

**ARTICLE I
DEFINITIONS**

1.1 *Definitions.* As used in this Agreement, the following terms have the following meanings:

“**Act**” means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

“**Agreement**” has the meaning given that term in the introductory paragraph.

“**Capital Contribution**” means the aggregate contribution by a Member to the capital of the Company.

“**Certificate**” has the meaning given that term in Section 2.1.

“**Company**” has the meaning given that term in the introductory paragraph.

“**Covered Person**” has the meaning given that term in Section 3.2.

“**Dispose**” or “**Disposition**” means a sale, assignment, transfer, exchange or other disposition (including, without limitation, by operation of law); provided, however, that this definition does not include the granting and/or perfection of a security interest, lien or encumbrance.

“**Incapacity**” or “**Incapacitated**” means (a) with respect to a natural Person, the bankruptcy, death, incompetency or insanity of such Person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

“**Indemnitee**” has the meaning given such term in Section 5.2.

“**Majority Members**” means Members holding a majority of the Units owned by all Members or, if there is only one Member, such Member.

“**Member**” means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

“**Person**” means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

“**Proceeding**” has the meaning given such term in Section 5.2.

“**Units**” means the units of each Member representing such Member’s interest in the income, gains, losses, deductions and expenses of the Company as set forth in Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2 *Construction.* Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

ARTICLE II ORGANIZATION

2.1 *Formation.* The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the “**Certificate**”) under and pursuant to the Act.

2.2 *Name.* The name of the Company is “NRG Greenco LLC” and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3 *Registered Office; Registered Agent; Principal Office; Other Offices.* The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4 *Purposes.* The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5 *Foreign Qualification.* Prior to the Company's conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6 *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7 *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8 *Unit Certificates.* The number of authorized Units shall initially be one thousand (1,000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine.

2.9 *All Interests shall be Securities.* All interests in the Company shall be securities governed by Article 8 of the Uniform Commercial Code and shall be evidenced by certificates. The certificated interests shall be in registered form within the meaning of Article 8 of the Uniform Commercial Code.

ARTICLE III MEMBERS, UNITS AND DISTRIBUTIONS

3.1 *Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2 *Liability of Members.*

(a) To the fullest extent permitted by applicable law, no Member, officer or employee of the Company or any employee of any such Member (in each case, a "**Covered Person**") shall (x) have any duty, including but not limited to fiduciary duties of loyalty and care, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, and (y) have any personal liability whatsoever in its capacity as a Member or otherwise, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company. Therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein.

(b) If the Member receives a distribution from the Company, the Member will have no liability under the Act or other applicable law for the amount of the distribution after the expiration of twelve months from the date of the distribution, unless an action to recover the distribution from the Member is commenced prior to the expiration of the twelve-month period and an adjudication of liability against the Member is made in such action.

(c) To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) or liabilities relating thereto to the Company or another Person, such Covered Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity and shall replace such other duties and liabilities of such Covered Person.

3.3 *Member Units.* Each Member's interest in the Company, including such Member's interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4 *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5 *Distributions.* Subject to the provision of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

ARTICLE IV MANAGEMENT

4.1 *Management.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of the Members, and the Members shall make all decisions and take all actions for the Company, except as set forth herein.

4.2 *Actions; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Members shall act through (i) meetings and written consents pursuant to Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles to any such Persons and delegate to such other individuals certain authority and duties, including as provided in Section 4.6. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3 *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4 *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all Persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5 *Conflicts of Interest.* Each Covered Person at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation to offer to the Company or any other Covered Person the right to participate therein. The Company may transact business with any Covered Person or affiliate thereof *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6 *Officers.*

(a) The Majority Members may, from time to time, designate one or more Persons to be officers of the Company. No officer need be a resident of the State of Delaware, or a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

**ARTICLE V
INDEMNIFICATION**

5.1 *Exculpation.* Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, no Covered Person shall be liable to the Company or any other Person bound by this Agreement for any act or omission in relation to (a) the Company, its property or the conduct of its business or affairs, (b) this Agreement or any related document or (c) any transaction or investment contemplated by this Agreement or any related document, in each case, taken or omitted by such Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

5.2 *Indemnification.*

(a) To the fullest extent permitted by applicable law, and without in any way limiting the indemnification provisions set forth in the Amended and Restated Certificate of Incorporation or the Second Amended and Restated By-Laws of NRG Energy, Inc., or any successor governing documents, each Covered Person who was or is made a party or is threatened to be made a party to or is otherwise involved (including involvement as a witness) in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "**Proceeding**"), by reason of the fact that he, she or it is or was a Covered Person or, while a Covered Person, is or was serving at the request of the Company or any parent or subsidiary of the Company as a director, officer, employee, partner, member, manager, trustee, fiduciary or agent of another limited liability company or of a partnership, joint venture, corporation, trust or other entity or enterprise, including service with respect to an employee benefit plan (an "**Indemnitee**") shall be indemnified and held harmless by the Company to the fullest extent authorized by the Act, as the same exists or may hereafter be amended, against all expense, liability and loss (including attorneys' fees and costs, judgments, fines, excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Indemnitee in connection therewith. Such indemnification shall continue as to an Indemnitee who has ceased to be a director, officer, employee, partner, member, manager, fiduciary, agent, or Covered Person, and shall inure to the benefit of the Indemnitee's heirs, executors and administrators; provided, however, that, except with respect to Proceedings to enforce rights to indemnification or advance of expenses, the Company shall not indemnify any such Indemnitee in connection with a Proceeding (or part thereof) initiated by such Indemnitee except to the extent such Proceeding (or part thereof) was authorized in writing by the Majority Members.

(b) To the fullest extent permitted by applicable law, expenses (including reasonable legal fees) incurred by a Covered Person defending any Proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such Proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined by final judicial decision from which there is no further right to appeal that the Covered Person is not entitled to be indemnified as authorized in this Section 5.2.

(c) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence and who has been selected by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

(d) Section 3.2 and this Article V shall survive any termination of this Agreement.

5.3 *Amendments.* Any repeal or modification of this Article V shall not adversely affect any rights of such Covered Person pursuant to this Article V, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

ARTICLE VI TAXES AND BOOKS

6.1 *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2 *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

ARTICLE VII TRANSFERS

7.1 *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member's Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2 *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7.3 *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4 *Effect of Assignment.*

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Upon the assignment of any Units or other interests in the Company to a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement. However, any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5 *Effect of Incapacity.* Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

**ARTICLE VIII
DISSOLUTION, LIQUIDATION AND TERMINATION**

8.1 *Dissolution.* The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

- (a) the written consent of the Majority Members;
- (b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or
- (c) on the dissolution date set forth in the Certificate, if one is stated.

8.2 *Liquidation and Termination.* On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the

power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

(a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and

(b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3 *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

ARTICLE IX GENERAL PROVISIONS

9.1 *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested, by a nationally recognized overnight courier service, or by delivering that writing to the recipient in person, by courier (with return receipt), or by facsimile or e-mail transmission (provided that in the case of facsimile or e-mail transmission, a copy is sent on or before the next business day by a nationally recognized overnight courier service); and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it (in the case of facsimile or e-mail, upon delivery by such facsimile or e-mail). All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

9.2 *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3 *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4 *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5 *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6 *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances are not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7 *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

* * * * *

IN WITNESS WHEREOF, the Member has executed this Agreement as of the date first set forth above.

MEMBER:

NRG ENERGY, INC.

Its: Sole Member

By: /s/ [ILLEGIBLE] _____

Name:

Title:

SCHEDULE A

<u>MEMBERS</u>	<u>UNITS</u>
NRG ENERGY, INC.	1,000
TOTAL	1,000

**FIRST AMENDMENT
TO THE
LIMITED LIABILITY COMPANY AGREEMENT
OF
NRG HOME & BUSINESS SOLUTIONS LLC
(the "Company")**

THIS FIRST AMENDMENT (this "First Amendment") to that certain Limited Liability Company Agreement of the Company, dated as of March 12, 2012, as amended (the "LLC Agreement"), is entered into as of March 1, 2016, by its Sole Member, Reliant Energy Retail Holdings, LLC. Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the LLC Agreement.

WHEREAS, on even date herewith, immediately prior to the execution of this First Amendment, the Sole Member and NRG Energy, Inc. (the "Former Member") entered into that certain Contribution Agreement (the "Agreement") pursuant to which the Former Member, as the sole member of the Company, distributed 100% of the membership interests of the Company to the Sole Member;

WHEREAS, the LLC Agreement states that the Former Member is the sole member of the Company; and

WHEREAS, the Sole Member desires to amend the LLC Agreement to reflect that it is now the sole Member of the Company and to make certain other updates that are necessary as a result of execution of the Agreement.

NOW, THEREFORE, in consideration of the mutual agreements, covenants, representations and warranties set forth herein, and intending to be legally bound hereby, the Sole Member amends the LLC Agreement as follows:

1. Amendments to LLC Agreement. The LLC Agreement is hereby amended as follows:
 - (a) The recitals to the LLC Agreement are hereby amended by replacing "NRG Energy, Inc." with "NRG Retail LLC"
 - (b) Schedule A to the LLC Agreement is deleted in its entirety and replaced with the Schedule A attached hereto.
 2. Compliance with Section 3.1 of the LLC Agreement. The Sole Member agrees to the terms of the LLC Agreement and that its signature below shall be deemed a
-

counterpart to the LLC Agreement, as such counterpart is required pursuant to Section 3.1(c) of the LLC Agreement.

3. Conflicts; Continuing Effect of Transaction Documents. In the event of any conflict between the terms of this First Amendment and the LLC Agreement, the terms of this First Amendment shall control. Except as otherwise expressly provided herein, the execution, delivery, and performance by the parties hereto of this First Amendment shall not constitute a waiver, permit, consent or approval of any kind or character with respect to the LLC Agreement, as amended hereby.
4. Entire Agreement. This First Amendment integrates all the terms and conditions mentioned herein or incidental hereto and supersedes all oral negotiations and prior agreements and understandings of the parties hereto in respect to the subject matter hereof.
5. Counterparts. This First Amendment may be executed in one or more duplicate counterparts and when signed by all of the parties shall constitute a single binding agreement.
6. Governing Law. This First Amendment shall be governed by, construed, interpreted, and applied in accordance with the laws of the State of Delaware (excluding any conflict of law rules that would refer the matter to be decided to the laws of another jurisdiction).
7. Further Assurances. The parties hereto agree to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this First Amendment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Sole Member of the Company has executed and delivered this First Amendment as of the date first above written.

RELIANT ENERGY RETAIL HOLDINGS, LLC

By: /s/ Deborah R. Fry
Name: Deborah R. Fry
Title: Assistant Secretary

SCHEDULE A

<u>MEMBERS</u>	<u>UNITS</u>
RELIANT ENERGY RETAIL HOLDINGS, LLC 1201 Fannin Street Houston, Texas 77002	1,000
TOTAL	1,000

**LIMITED LIABILITY COMPANY AGREEMENT
OF
NRG HOME & BUSINESS SOLUTIONS LLC
a Delaware Limited Liability Company**

THIS LIMITED LIABILITY COMPANY AGREEMENT (this “**Agreement**”) of NRG Home & Business Solutions LLC (the “**Company**”), dated as of March 12, 2012 is adopted by, and executed and agreed to, for good and valuable consideration, by the Sole Member of the Company, NRG Energy, Inc., a Delaware limited liability company.

**ARTICLE I
DEFINITIONS**

1.1 *Definitions.* As used in this Agreement, the following terms have the following meanings:

“Act” means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

“Agreement” has the meaning given that term in the introductory paragraph.

“Capital Contribution” means the aggregate contribution by a Member to the capital of the Company.

“Certificate” has the meaning given that term in Section 2.1.

“Company” means NRG Home & Business Solutions LLC, a Delaware limited liability company.

“Dispose,” “Disposed,” “Disposing” or “Disposition” means a sale, assignment, transfer, exchange or other disposition (including, without limitation, by operation of law); provided, however, that this definition does not include the granting and/ or perfection of a security interest lien or encumbrance.

“Incapacity” or “Incapacitated” means (a) with respect to a natural person, the bankruptcy, death, incompetency or insanity of such person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

“Majority Members” means Members holding a majority of the Units owned by all Members or if there is only one Member, such Member.

“Member” means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

“Person” means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

“Proceeding” has the meaning given such term in Section 5.1.

“Units” means the units of each Member representing such Member’s interest in the income, gains, losses, deductions and expenses of the Company as set forth on Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2 *Construction.* Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

ARTICLE II ORGANIZATION

2.1 *Formation.* The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the “**Certificate**”) under and pursuant to the Act.

2.2 *Name.* The name of the Company is “NRG Home & Business Solutions LLC” and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3 *Registered Office; Registered Agent; Principal Office; Other Offices.* The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4 *Purposes.* The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5 *Foreign Qualification.* Prior to the Company’s conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6 *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7 *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8 *Unit Certificates.* The number of authorized Units shall initially be one thousand (1,000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine.

2.9 *All Interests shall be Securities.* All interests in the Company shall be securities governed by Article 8 of the Uniform Commercial Code and shall be evidenced by certificates. The certificated interests shall be in registered form within the meaning of Article 8 of the Uniform Commercial Code.

ARTICLE III MEMBERS, UNITS AND DISTRIBUTIONS

3.1 *Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2 *Liability of Members.* Except as otherwise required by applicable law and as explicitly set forth in this Agreement, no Member shall have any personal liability whatsoever in its capacity as a Member, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company, and therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein. To the extent that, at law or in equity, a Member or other Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or another Person, such Member or other Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement.

3.3 *Member Units.* Each Member's interest in the Company, including such Member's interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4 *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5 *Distributions.* Subject to the provision of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

ARTICLE IV MANAGEMENT

4.1 *Management by the Members.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Majority Members, and the Majority Members shall make all decisions and take all actions for the Company.

4.2 *Actions by Members; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Majority Members shall act through (i) meetings and written consents pursuant to

Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles (including, without limitation, chairman, chief executive officer, president, vice president, secretary, assistant secretary, treasurer and assistant treasurer) to any such Persons and delegate to such other individuals certain authority and duties. Any number of titles may be held by the same individual. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3 *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Majority Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4 *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5 *Conflicts of Interest.* Each Member and officer of the Company at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation to offer to the Company or any other Member or officer the right to participate therein. The Company may transact business with any Member, officer or affiliate

thereof *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6 *Officers.*

(a) The Majority Members may, from time to time, designate one or more persons to be officers of the Company. No officer need be a resident of the State of Delaware, or a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

**ARTICLE V
INDEMNIFICATION**

5.1 *Exculpation.* Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, none of the Members, managers, or any other officers, directors, stockholders, partners, employees, affiliates, representatives, or agents of any of the foregoing, nor any officer, employee, representative or agent of the Company (individually, a "Covered Person" and collectively, the "Covered Persons") shall be liable to the Company or any other person bound by this Agreement for any act or omission (in relation to the Company, its property or the conduct of its business or affairs, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted by a Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

5.2 *Indemnification.* To the fullest extent permitted by law, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or

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investigative ("Claims"), in which the Covered Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Section 5.2 with respect to (i) any Claim with respect to which such Covered Person has engaged in fraud, willful misconduct, bad faith or gross negligence or (ii) any Claim initiated by such Covered Person unless such Claim (or part thereof) (A) was brought to enforce such Covered Person's rights to indemnification hereunder or (B) was authorized or consented to by the Board. Expenses incurred by a Covered Person in defending any Claim shall be paid by the Company in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Section 5.2.

5.3 *Amendments.* Any repeal or modification of this Article V by the Members shall not adversely affect any rights of such Covered Person pursuant to this Article V, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

**ARTICLE VI
TAXES AND BOOKS**

6.1 *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2 *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

**ARTICLE VII
TRANSFERS**

7.1 *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member's Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2 *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

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7.3 *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4 *Effect of Assignment.*

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5 *Effect of Incapacity.* Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

**ARTICLE VIII
DISSOLUTION, LIQUIDATION AND TERMINATION**

8.1 *Dissolution.* The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

- (a) the written consent of the Majority Members; and
- (b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or
- (c) on the date set forth in the Certificate.

8.2 *Liquidation and Termination.* On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final

distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

(a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and

(b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3 *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

ARTICLE IX GENERAL PROVISIONS

9.1 *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested or by delivering that writing to the recipient in person, by courier, or by facsimile transmission; and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it. All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

9.2 *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3 *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4 *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5 *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6 *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7 *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

* * * * *

IN WITNESS WHEREOF, the Sole Member has executed this Agreement as of the date first set forth above.

SOLE MEMBER:

NRG Energy, Inc.

Its: Sole Member

By: /s/ Lynne Przychodzki

Name: Lynne Przychodzki

Title: Assistant Secretary

SCHEDULE A

MEMBERS	UNITS
NRG Energy, Inc.	1,000
TOTAL	1,000

State of Delaware
Secretary of State
Division of Corporations
Delivered 09:41 AM 11/21/2013
FILED 09:38 AM 11/21/2013
SRV 131333623 - 5436234 FILE

**CERTIFICATE OF FORMATION
OF
Ice Bear SPV #1, LLC**

(A Delaware Limited Liability Company)

First: The name of the limited liability company is:
Ice Bear SPV #1, LLC

Second: Its registered office in the State of Delaware is located at 16192 Coastal Highway, Lewes, Delaware 19958, County of Sussex. The registered agent in charge thereof is Harvard Business Services, Inc.

IN WITNESS WHEREOF, I Richard H. Bell, being fully authorized to execute and file this document have signed below and executed this Certificate of Formation on this November 21, 2013.

/s/ Richard H. Bell
Harvard Business Services, Inc.
By: Richard H. Bell, Organizer

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:07 AM 04/23/2015
FILED 11:02 AM 04/23/2015
SRV 150553462 - 5436234 FILE

**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT**

1. Name of Limited Liability Company:

Ice Bear SPV #1, LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

The name of the limited liability company is: NRG SPV #1 LLC

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 23 day of April, A.D. 2015 .

By: /s/ Lynne P. Wittkamp
Authorized Person(s)

Name: Lynne P. Wittkamp
Print or Type

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:39 PM 04/23/2015
FILED 04:25 PM 04/23/2015
SRV 150557583 - 5436234 FILE

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT CHANGING ONLY THE
REGISTERED OFFICE OR REGISTERED AGENT OF A
LIMITED LIABILITY COMPANY

The limited liability company organized and existing under the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is

NRG SPV #1 LLC

2. The Registered Office of the limited liability company in the State of Delaware is changed to 1209 Orange Street (street), in the City of Wilmington, Zip Code 08901. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is Corporation Trust Center.

By: /s/ Lynne P. Wittkamp
Authorized Person

Name: Lynne P. Wittkamp
Print or Type

**SECOND AMENDED & RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
NRG SPV #1 LLC
a Delaware Limited Liability Company**

THIS SECOND AMENDED & RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “**Agreement**”) of NRG SPV #1 LLC (the “**Company**”), dated as of April 1, 2015 is adopted by, and executed and agreed to, for good and valuable consideration, by its Member, NRG Energy Services Group LLC, a Delaware corporation.

WHEREAS, pursuant to the Purchase and Sale Agreement adopted by, and executed and agreed to by Ice Energy Holdings Inc., a Delaware corporation and NRG Energy Services Group LLC, a Delaware limited liability company, the Units (or equivalent ownership interest if in existence prior to the execution of this Agreement) of the Company have been transferred from **Ice Energy Holdings Inc.** to NRG Energy Services Group LLC effective April 1, 2015.

WHEREAS, pursuant to the Certificate of Amendment of **Ice Bear SPV #1, LLC** filed with the State of Delaware on **April 23, 2015**, the name of the Company was effectively changed to NRG SPV #1 LLC.

**ARTICLE I
DEFINITIONS**

1.1 *Definitions.* As used in this Agreement, the following terms have the following meanings:

“**Act**” means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

“**Agreement**” has the meaning given that term in the introductory paragraph.

“**Capital Contribution**” means the aggregate contribution by a Member to the capital of the Company.

“**Certificate**” has the meaning given that term in Section 2.1.

“**Company**” has the meaning given that term in the introductory paragraph.

“**Covered Person**” has the meaning given that term in Section 3.2.

“**Dispose**” or “**Disposition**” means a sale, assignment, transfer, exchange or other disposition (including, without limitation, by operation of law); provided, however, that this definition does not include the granting and/or perfection of a security interest, lien or encumbrance.

“**Incapacity**” or “**Incapacitated**” means (a) with respect to a natural Person, the bankruptcy, death, incompetency or insanity of such Person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

“**Indemnitee**” has the meaning given such term in Section 5.2.

“**Majority Members**” means Members holding a majority of the Units owned by all Members or, if there is only one Member, such Member.

“**Member**” means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

“**Person**” means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

“**Proceeding**” has the meaning given such term in Section 5.2.

“**Units**” means the units of each Member representing such Member’s interest in the income, gains, losses, deductions and expenses of the Company as set forth in Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2 *Construction.* Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

ARTICLE II ORGANIZATION

2.1 *Formation.* The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the “**Certificate**”) under and pursuant to the Act.

2.2 *Name.* The name of the Company is “NRG SPV #1 LLC” and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3 *Registered Office; Registered Agent; Principal Office; Other Offices.* The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the

State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4 *Purposes.* The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5 *Foreign Qualification.* Prior to the Company's conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6 *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7 *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all **tax** returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8 *Unit Certificates.* The number of authorized Units shall initially be one thousand (1,000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine.

2.9 *All Interests shall be Securities.* All interests in the Company shall be securities governed by Article 8 of the Uniform Commercial Code and shall be evidenced by certificates. The certificated interests shall be in registered form within the meaning of Article 8 of the Uniform Commercial Code.

ARTICLE III
MEMBERS, UNITS AND DISTRIBUTIONS

3.1 *Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2 *Liability of Members.*

(a) To the fullest extent permitted by applicable law, no Member, officer or employee of the Company or any employee of any such Member (in each case, a "**Covered Person**") shall (x) have any duty, including but not limited to fiduciary duties of loyalty and care, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, and (y) have any personal liability whatsoever in its capacity as a Member or otherwise, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company. Therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein.

(b) If the Member receives a distribution from the Company, the Member will have no liability under the Act or other applicable law for the amount of the distribution after the expiration of twelve months from the date of the distribution, unless an action to recover the distribution from the Member is commenced prior to the expiration of the twelve-month period and an adjudication of liability against the Member is made in such action.

(c) To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) or liabilities relating thereto to the Company or another Person, such Covered Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity and shall replace such other duties and liabilities of such Covered Person.

3.3 *Member Units.* Each Member's interest in the Company, including such Member's interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4 *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5 *Distributions.* Subject to the provision of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

ARTICLE IV MANAGEMENT

4.1 *Management.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of the Members, and the Members shall make all decisions and take all actions for the Company, except as set forth herein.

4.2 *Actions; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Members shall act through (i) meetings and written consents pursuant to Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles to any such Persons and delegate to such other individuals certain authority and duties, including as provided in Section 4.6. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3 *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4 *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all Persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5 *Conflicts of Interest.* Each Covered Person at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation to offer to the Company or any other Covered Person the right to participate therein. The Company may transact business with any Covered Person or affiliate thereof *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6 *Officers.*

(a) The Majority Members may, from time to time, designate one or more Persons to be officers of the Company. No officer need be a resident of the State of Delaware, or a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

ARTICLE V INDEMNIFICATION

5.1 *Exculpation.* Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, no Covered Person shall be liable to the Company or any other Person bound by this Agreement for any act or omission in relation to (a) the Company, its property or the conduct of its business or affairs, (b) this Agreement or any related document or (c) any transaction or investment contemplated by this Agreement or any related document, in each case, taken or omitted by such Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

5.2 *Indemnification.*

(a) To the fullest extent permitted by applicable law, and without in any way limiting the indemnification provisions set forth in the Amended and Restated Certificate of Incorporation or the Second Amended and Restated By-Laws of NRG Energy, Inc., or any successor governing documents, each Covered Person who was or is made a party or is threatened to be made a party to or is otherwise involved (including involvement as a witness) in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "**Proceeding**"), by reason of the fact that he, she or it is or was a Covered Person or, while a Covered Person, is or was serving at the request of the Company or any parent or subsidiary of the Company as a director, officer, employee, partner, member, manager, trustee, fiduciary or agent of another limited liability company or of a partnership, joint venture, corporation, trust or other entity or enterprise, including service with respect to an employee benefit plan (an "**Indemnitee**") shall be indemnified and held harmless by the Company to the fullest extent authorized by the Act, as the same exists or may hereafter be amended, against all expense, liability and loss (including attorneys' fees and costs, judgments, fines, excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Indemnitee in connection therewith. Such indemnification shall continue as to an Indemnitee who has ceased to be a director, officer, employee, partner, member, manager, fiduciary, agent, or Covered Person, and shall inure to the benefit of the Indemnitee's heirs, executors and administrators; provided, however, that, except with respect to Proceedings to enforce rights to indemnification or advance of expenses, the Company shall not indemnify any such Indemnitee in connection with a Proceeding (or part thereof) initiated by such Indemnitee except to the extent such Proceeding (or part thereof) was authorized in writing by the Majority Members.

(b) To the fullest extent permitted by applicable law, expenses (including reasonable legal fees) incurred by a Covered Person defending any Proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such Proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined by final judicial decision from which there is no further right to appeal that the Covered Person is not entitled to be indemnified as authorized in this Section 5.2.

(c) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence and who has been selected by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

(d) Section 3.2 and this Article V shall survive any termination of this Agreement.

5.3 *Amendments.* Any repeal or modification of this Article V shall not adversely affect any rights of such Covered Person pursuant to this Article V, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

ARTICLE VI TAXES AND BOOKS

6.1 *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2 *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

ARTICLE VII TRANSFERS

7.1 *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member's Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2 *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

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7.3 *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4 *Effect of Assignment.*

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Upon the assignment of any Units or other interests in the Company to a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement. However, any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5 *Effect of Incapacity.* Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

ARTICLE VIII DISSOLUTION, LIQUIDATION AND TERMINATION

8.1 *Dissolution.* The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

- (a) the written consent of the Majority Members;
- (b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or
- (c) on the dissolution date set forth in the Certificate, if one is stated.

8.2 *Liquidation and Termination.* On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

(a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and

(b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3 *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

ARTICLE IX GENERAL PROVISIONS

9.1 *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested, by a nationally recognized overnight courier service, or by delivering that writing to the recipient in person, by courier (with return receipt), or by facsimile or e-mail transmission (provided that in the case of facsimile or e-mail transmission, a copy is sent on or before the next business day by a nationally recognized overnight courier service); and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it (in the case of facsimile

or e-mail, upon delivery by such facsimile or e-mail). All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

9.2 *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3 *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4 *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5 *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6 *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances are not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7 *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

* * * * *

IN WITNESS WHEREOF, the Member has executed this Agreement as of the date first set forth above.

MEMBER:

NRG ENERGY SERVICES GROUP LLC

Its: Sole Member

By: /s/ Lynne P. Wittkamp

Name: **Lynne P. Wittkamp**

Title: **Assistant Secretary**

SCHEDULE A

MEMBERS	UNITS
NRG ENERGY SERVICES GROUP LLC	1,000
TOTAL	1,000

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
NRG INTERNATIONAL LLC,
a Delaware Limited Liability Company**

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT of NRG INTERNATIONAL LLC (this "Agreement"), dated as of February 17, 2004 is adopted by, and executed and agreed to, for good and valuable consideration, by the sole Member.

WHEREAS, the sole Member is party to the Limited Liability Company Agreement dated as of November 19, 2002, as amended from time to time (the "Original LLC Agreement"); and

WHEREAS, in connection with the confirmation of the plan of reorganization of NRG Energy, Inc. and certain of its subsidiaries, the sole Member desires to amend and restate the Original LLC Agreement.

**ARTICLE I
DEFINITIONS**

1.1. *Definitions.* As used in this Agreement the following terms have the following meanings:

"Act" means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

"Agreement" has the meaning given that term in the introductory paragraph.

"Capital Contribution" means the aggregate contribution by a Member to the capital of the Company.

"Certificate" has the meaning given that term in Section 2.1.

"Company" means NRG International LLC, a Delaware limited liability company.

"Dispose," "Disposed," "Disposing" or "Disposition" means a sale, assignment, transfer, exchange, mortgage, pledge, grant of a security interest or other disposition or encumbrance (including, without limitation, by operation of law) or the acts thereof.

"Incapacity" or "Incapacitated" means (a) with respect to a natural person, the bankruptcy, death, incompetency or insanity of such person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

"Majority Members" means Members holding a majority of the Units owned by all Members or if there is only one Member, such Member.

“Member” means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

“Original LLC Agreement” has the meaning given such term in the recitals.

“Person” means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

“Proceeding” has the meaning given such term in Section 5.1.

“Units” means the units of each Member representing such Member’s interest in the income, gains, losses, deductions and expenses of the Company as set forth on Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2. *Construction.* Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

ARTICLE II ORGANIZATION

2.1. *Formation.* The Company has been organized as a Delaware limited liability company by the filing of a Amended and Restated Certificate of Formation (the “Certificate”) under and pursuant to the Act.

2.2. *Name.* The name of the Company is “Astoria Gas Turbine Power LLC,” and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3. *Registered Office; Registered Agent; Principal Office; Other Offices.* The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4. *Purposes.* The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5. *Foreign Qualification.* Prior to the Company’s conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to

the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6. *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7. *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8. *Unit Certificates; Applicability of Article 8 of UCC.* The number of authorized Units shall initially be one thousand (1000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, shall be recorded in a register thereof maintained by the Company, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine. Units shall be subject to the provisions of Article 8 of the Uniform Commercial Code as may be applicable from time to time.

ARTICLE III MEMBERS, UNITS AND DISTRIBUTIONS

3.1. *Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2. *Liability of Members.* Except as otherwise required by applicable law and as explicitly set forth in this Agreement, no Member shall have any personal liability whatsoever in its capacity as a Member, whether to the Company, to any of the Members, to the creditors of the

Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company, and therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein. To the extent that, at law or in equity, a Member or other Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or another Person, such Member or other Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement.

3.3. *Member Units.* Each Member's interest in the Company, including such Member's interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4. *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5. *Distributions.* Subject to the provision of Section 18-607 of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

ARTICLE IV MANAGEMENT

4.1. *Management by the Members.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Majority Members, and the Majority Members shall make all decisions and take all actions for the Company.

4.2. *Actions by Members; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Majority Members shall act through (i) meetings and written consents pursuant to Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the

Majority Members may assign titles (including, without limitation, chairman, chief executive officer, president, vice president, secretary, assistant secretary, treasurer and assistant treasurer) to any such Persons and delegate to such other individuals certain authority and duties. Any number of titles may be held by the same individual. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3. *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Majority Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4. *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5. *Conflicts of Interest.* Each Member and officer of the Company at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation to offer to the Company or any other Member or officer the right to participate therein. The Company may transact business with any Member, officer or affiliate thereof; *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6. *Officers.*

(a) The Majority Members may, from time to time, designate one or more persons to be officers of the Company. No officer need be a resident of the State of Delaware, or

a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

ARTICLE V INDEMNIFICATION

5.1. *Right to Indemnification.* Subject to the limitations and conditions as provided in this ARTICLE V, each Person who was or is made a party or is threatened to be made a party to or is otherwise involved (including involvement as a witness) in any action, suit or proceeding, whether civil, criminal, administrative, arbitral or investigative (hereinafter a "Proceeding"), by reason of the fact that he or she is or was a Member or officer of the Company or while a Member or officer of the Company is or was serving at the request of the Company as a director, officer, employee, partner, member, manager, trustee, fiduciary or agent of another foreign or domestic limited liability company, corporation, partnership, joint venture or other entity or enterprise, may be indemnified and held harmless by the Company to the fullest extent permitted by the Act, as the same exists or may hereafter be amended, against all expense, liability and loss (including attorney's fees, judgments, fines, excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Person in connection with such Proceeding; *provided* that such Person acted in good faith and in a manner such Person reasonably believed to be in, or not opposed to, the best interests of the Company, and indemnification under this ARTICLE V shall continue as to a Person who has ceased to serve in the capacity which initially entitled such Person to indemnity hereunder. If the Company elects to provide indemnification hereunder, such rights granted pursuant to this ARTICLE V shall be a contract right, and no amendment, modification or repeal of this ARTICLE V shall adversely affect such rights of any Member or officer in respect of any act, omission or condition existing or event or circumstance occurring prior to the time of such amendment, repeal or modification. It is expressly acknowledged that the indemnification provided in this ARTICLE V could involve indemnification for negligence or under theories of strict liability.

5.2. *Advance Payment.* The right to indemnification conferred in this ARTICLE V may include the right to be paid or reimbursed by the Company the reasonable expenses incurred by a Person of the type entitled to be indemnified under Section 5.1 who was, is or is threatened

to be made a named defendant or respondent in a Proceeding in advance of the final disposition of the Proceeding and without any determination as to the Person's ultimate entitlement to indemnification; *provided, however*, that the payment of such expenses incurred by any such Person in advance of the final disposition of a Proceeding shall be made only upon delivery to the Company of a written affirmation by such Person of a good faith belief that such Person has met the standard of conduct necessary for indemnification under this ARTICLE V and a written undertaking, by or on behalf of such Person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified Person is not entitled to be indemnified under this ARTICLE V or otherwise.

5.3. *Indemnification of Employees and Agents.* The Company may indemnify and advance expenses to an employee or agent of the Company to the same extent and subject to the same conditions under which it may indemnify and advance expenses to Persons who are not or were not Members or officers of the Company but who are or were serving at the request of the Company as a manager, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in such a capacity or arising out of his status as such a Person to the same extent that it may indemnify and advance expenses to Members and officers under this ARTICLE V.

5.4. *Appearance as a Witness.* Notwithstanding any other provision of this ARTICLE V, the Company may pay or reimburse expenses incurred by a Members or officer in connection with his appearance as a witness or other participation in a Proceeding at a time when such Person is not a named defendant or respondent in the Proceeding.

5.5. *Nonexclusivity of Rights.* The right to indemnification and the advancement and payment of expenses conferred in this ARTICLE V shall not be exclusive of any other right which a Member, officer or other Person indemnified pursuant to Section 5.3 may have or hereafter acquire under any law (common or statutory), provision of the Certificate or this Agreement, vote of Members or otherwise.

5.6. *Insurance.* The Company may purchase and maintain insurance, at its expense, to protect itself and any Person who is or was serving as a Member, officer or agent of the Company or is or was serving at the request of the Company as a manager, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any expense, liability or loss, whether or not the Company would have the power to indemnify such Person against such expense, liability or loss under this ARTICLE V.

5.7. *Savings Clause.* If this ARTICLE V or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Member or any other Person indemnified pursuant to this ARTICLE V as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative to the full extent permitted by any applicable portion of this

ARTICLE V that shall not have been invalidated and to the fullest extent permitted by applicable law.

5.8. *Waiver of Fiduciary Duties.* The provisions of this Agreement to the extent that they expand or restrict the duties (including fiduciary duties) and liabilities of any Member or other Person bound hereby otherwise existing at law or in equity are agreed by the Members and such other Persons to expand or restrict such duties and liabilities of such Member or other Person. Whenever in this Agreement a Member is permitted to make a decision in its “sole discretion” or in its “discretion,” a Member shall be entitled to consider only such interests and factors as it desires, including its own interests, and shall to the fullest extent permitted by applicable law, have no duty or obligation to give any consideration to any interest of or factors affecting the Company or any other Member. Any such decision shall be final and binding.

ARTICLE VI TAXES AND BOOKS

6.1. *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2. *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

ARTICLE VII TRANSFERS

7.1. *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member’s Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2. *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7.3. *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

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7.4. *Effect of Assignment.*

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5. *Effect of Incapacity.* Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member’s Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

ARTICLE VIII DISSOLUTION, LIQUIDATION AND TERMINATION

8.1. *Dissolution.* The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

- (a) the written consent of the Majority Members; and
- (b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act.

8.2. *Liquidation and Termination.* On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

- (a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and
- (b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3. *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

ARTICLE IX GENERAL PROVISIONS

9.1. *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested or by delivering that writing to the recipient in person, by courier, or by facsimile transmission; and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it. All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

9.2. *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3. *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4. *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5. *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6. *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7. *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

* * * * *

IN WITNESS WHEREOF, the sole Member has executed this Agreement as of the date first set forth above.

SOLE MEMBER:

NRG Energy, Inc.

By: /s/ George P. Schaefer

Name: George P. Schaefer

Title: Treasurer

SCHEDULE A

MEMBERS	NRG Energy, Inc.	UNITS
TOTAL		1000
		1000

**FIRST AMENDMENT
TO THE
LIMITED LIABILITY COMPANY AGREEMENT
OF
NRG SIMPLYSMART SOLUTIONS LLC
(the "Company")**

THIS FIRST AMENDMENT (this "First Amendment") to that certain Limited Liability Company Agreement of the Company, dated as of December 2, 2010, as amended (the "LLC Agreement"), is entered into as of March 1, 2016, by its Sole Member, NRG Retail LLC. Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the LLC Agreement.

WHEREAS, on even date herewith, immediately prior to the execution of this First Amendment, the Sole Member and NRG Energy, Inc. (the "Former Member") entered into that certain Contribution Agreement (the "Agreement") pursuant to which the Former Member, as the sole member of the Company, distributed 100% of the membership interests of the Company to the Sole Member;

WHEREAS, the LLC Agreement states that the Former Member is the sole member of the Company; and

WHEREAS, the Sole Member desires to amend the LLC Agreement to reflect that it is now the sole Member of the Company and to make certain other updates that are necessary as a result of execution of the Agreement.

NOW, THEREFORE, in consideration of the mutual agreements, covenants, representations and warranties set forth herein, and intending to be legally bound hereby, the Sole Member amends the LLC Agreement as follows:

1. Amendments to LLC Agreement. The LLC Agreement is hereby amended as follows:
 - (a) The recitals to the LLC Agreement are hereby amended by replacing "NRG Energy, Inc." with "NRG Retail LLC"
 - (b) Schedule A to the LLC Agreement is deleted in its entirety and replaced with the Schedule A attached hereto.
 2. Compliance with Section 3.1 of the LLC Agreement. The Sole Member agrees to the terms of the LLC Agreement and that its signature below shall be deemed a
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counterpart to the LLC Agreement, as such counterpart is required pursuant to Section 3.1(c) of the LLC Agreement.

3. Conflicts; Continuing Effect of Transaction Documents. In the event of any conflict between the terms of this First Amendment and the LLC Agreement, the terms of this First Amendment shall control. Except as otherwise expressly provided herein, the execution, delivery, and performance by the parties hereto of this First Amendment shall not constitute a waiver, permit, consent or approval of any kind or character with respect to the LLC Agreement, as amended hereby.
4. Entire Agreement. This First Amendment integrates all the terms and conditions mentioned herein or incidental hereto and supersedes all oral negotiations and prior agreements and understandings of the parties hereto in respect to the subject matter hereof.
5. Counterparts. This First Amendment may be executed in one or more duplicate counterparts and when signed by all of the parties shall constitute a single binding agreement.
6. Governing Law. This First Amendment shall be governed by, construed, interpreted, and applied in accordance with the laws of the State of Delaware (excluding any conflict of law rules that would refer the matter to be decided to the laws of another jurisdiction).
7. Further Assurances. The parties hereto agree to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this First Amendment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Sole Member of the Company has executed and delivered this First Amendment as of the date first above written.

NRG RETAIL LLC

By: /s/ Deborah R. Fry

Name: Deborah R. Fry

Title: Assistant Secretary

SCHEDULE A

MEMBERS

UNITS

NRG RETAIL LLC 1201 Fannin Street Houston, Texas 77002	1,000
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TOTAL	1,000
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**LIMITED LIABILITY COMPANY AGREEMENT
OF
NRG SimplySmart Solutions LLC
a Delaware Limited Liability Company**

THIS LIMITED LIABILITY COMPANY AGREEMENT (this “**Agreement**”) of NRG SimplySmart Solutions LLC (the “**Company**”), dated as of December 2, 2010 is adopted by, and executed and agreed to, for good and valuable consideration, by the Sole Member of the Company, NRG Energy, Inc., a Delaware corporation.

**ARTICLE I
DEFINITIONS**

1.1 *Definitions.* As used in this Agreement, the following terms have the following meanings:

“Act” means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

“Agreement” has the meaning given that term in the introductory paragraph.

“Capital Contribution” means the aggregate contribution by a Member to the capital of the Company.

“Certificate” has the meaning given that term in Section 2.1.

“Company” means NRG SimplySmart Solutions LLC, a Delaware limited liability company.

“Dispose,” “Disposed,” “Disposing” or “Disposition” means a sale, assignment, transfer, exchange, mortgage, pledge or other disposition (including, without limitation, by operation of law); provided, however, that this definition does not include the granting and/ or perfection of a security interest lien or encumbrance.

“Incapacity” or “Incapacitated” means (a) with respect to a natural person, the bankruptcy, death, incompetency or insanity of such person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

“Majority Members” means Members holding a majority of the Units owned by all Members or if there is only one Member, such Member.

“Member” means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

“Person” means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

“Proceeding” has the meaning given such term in Section 5.1.

“Units” means the units of each Member representing such Member’s interest in the income, gains, losses, deductions and expenses of the Company as set forth on Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2 *Construction.* Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

ARTICLE II ORGANIZATION

2.1 *Formation.* The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the “**Certificate**”) under and pursuant to the Act.

2.2 *Name.* The name of the Company is “NRG SimplySmart Solutions LLC” and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3 *Registered Office; Registered Agent; Principal Office; Other Offices.* The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4 *Purposes.* The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5 *Foreign Qualification.* Prior to the Company’s conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6 *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7 *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8 *Unit Certificates.* The number of authorized Units shall initially be one thousand (1,000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine.

2.9 *All Interests shall be Securities.* All interests in the Company shall be securities governed by Article 8 of the Uniform Commercial Code and shall be evidenced by certificates. The certificated interests shall be in registered form within the meaning of Article 8 of the Uniform Commercial Code.

ARTICLE III MEMBERS, UNITS AND DISTRIBUTIONS

3.1 *Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2 *Liability of Members.* Except as otherwise required by applicable law and as explicitly set forth in this Agreement, no Member shall have any personal liability whatsoever in its capacity as a Member, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company, and therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein. To the extent that, at law or in equity, a Member or other Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or another Person, such Member or other Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement.

3.3 *Member Units.* Each Member's interest in the Company, including such Member's interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4 *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5 *Distributions.* Subject to the provision of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

ARTICLE IV MANAGEMENT

4.1 *Management by the Members.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Majority Members, and the Majority Members shall make all decisions and take all actions for the Company.

4.2 *Actions by Members; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Majority Members shall act through (i) meetings and written consents pursuant to

Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles (including, without limitation, chairman, chief executive officer, president, vice president, secretary, assistant secretary, treasurer and assistant treasurer) to any such Persons and delegate to such other individuals certain authority and duties. Any number of titles may be held by the same individual. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3 *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Majority Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4 *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5 *Conflicts of Interest.* Each Member and officer of the Company at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation to offer to the Company or any other Member or officer the right to participate therein. The Company may transact business with any Member, officer or affiliate

thereof *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6 *Officers.*

(a) The Majority Members may, from time to time, designate one or more persons to be officers of the Company. No officer need be a resident of the State of Delaware, or a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

**ARTICLE V
INDEMNIFICATION**

5.1 *Exculpation.* Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, none of the Members, managers, or any other officers, directors, stockholders, partners, employees, affiliates, representatives, or agents of any of the foregoing, nor any officer, employee, representative or agent of the Company (individually, a "Covered Person" and collectively, the "Covered Persons") shall be liable to the Company or any other person bound by this Agreement for any act or omission (in relation to the Company, its property or the conduct of its business or affairs, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted by a Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

5.2 *Indemnification.* To the fullest extent permitted by law, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or

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investigative ("Claims"), in which the Covered Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Section 5.2 with respect to (i) any Claim with respect to which such Covered Person has engaged in fraud, willful misconduct, bad faith or gross negligence or (ii) any Claim initiated by such Covered Person unless such Claim (or part thereof) (A) was brought to enforce such Covered Person's rights to indemnification hereunder or (B) was authorized or consented to by the Board. Expenses incurred by a Covered Person in defending any Claim shall be paid by the Company in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Section 5.2.

5.3 *Amendments.* Any repeal or modification of this Article V by the Members shall not adversely affect any rights of such Covered Person pursuant to this Article V, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

**ARTICLE VI
TAXES AND BOOKS**

6.1 *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2 *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

**ARTICLE VII
TRANSFERS**

7.1 *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member's Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2 *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

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7.3 *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4 *Effect of Assignment.*

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5 *Effect of Incapacity.* Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

**ARTICLE VIII
DISSOLUTION, LIQUIDATION AND TERMINATION**

8.1 *Dissolution.* The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

- (a) the written consent of the Majority Members; and
- (b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or
- (c) on the date set forth in the Certificate.

8.2 *Liquidation and Termination.* On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final

distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

(a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and

(b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3 *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

ARTICLE IX GENERAL PROVISIONS

9.1 *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested or by delivering that writing to the recipient in person, by courier, or by facsimile transmission; and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it. All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

9.2 *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3 *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4 *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5 *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6 *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7 *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

* * * * *

IN WITNESS WHEREOF, the Sole Member has executed this Agreement as of the date first set forth above.

SOLE MEMBER:

NRG ENERGY, INC.

Its: Sole Member

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

SCHEDULE A

MEMBERS	UNITS
NRG ENERGY, INC.	1,000
TOTAL	1,000

ASSIGNMENT OF LIMITED LIABILITY COMPANY INTEREST
AND AMENDMENT TO
AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT
OF
NRG SOUTH CENTRAL GENERATING LLC

This Assignment of Limited Liability Company Interest and Amendment to Amended and Restated Limited Liability Company Agreement of NRG South Central Generating LLC, dated as of December 27, 2004 (this "Assignment and Amendment Agreement"), is entered into by and among South Central Generation Holding LLC, a Delaware limited liability company ("Assignor A"), NRG Central U.S. LLC, a Delaware limited liability company ("Assignor B"), and NRG Energy, Inc., a Delaware corporation (the "Assignee"). Assignor A and Assignor B are hereinafter jointly referred to as the "Assigning Members."

WITNESSETH:

WHEREAS, NRG South Central Generating LLC, a Delaware limited liability company (the "Company") has been formed as a limited liability company under the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.) (the "Act") pursuant to a Certificate of Formation of the Company, as filed in the office of the Secretary of State of the State of Delaware on January 12, 2000, as amended by the Certificate of Amendment of the Company, as filed in the office of the Secretary of State on January 27, 2000, and a Limited Liability Company Agreement of the Company, dated as of January 12, 2000 (the "Initial Agreement");

WHEREAS, initially capitalized terms used herein and not otherwise defined have the meanings assigned to them in the Agreement (as defined below);

WHEREAS, the Initial Agreement was amended and restated by the Amended and Restated Limited Liability Company Agreement of the Company, dated as of December 5, 2003 (the "Agreement"), entered into by the Assigning Members;

WHEREAS, the Assigning Members constitute all of the members of the Company;

WHEREAS, the Assigning Members desire to assign, transfer and convey all of their limited liability company interest in the Company as members of the Company (the "Interest") to the Assignee, and the Assigning Members desire to resign from the Company as members of the Company;

WHEREAS, the Assignee desires to acquire the Interest presently held by the Assigning Members, and the Assignee desires to be admitted to the Company as a substitute member of the Company; and

WHEREAS, the undersigned, being all of the members of the Company, to accomplish the foregoing, desire to amend the Agreement and continue the Company in the manner set forth herein.

NOW, THEREFORE, the undersigned, in consideration of the premises, covenants and agreements contained herein, do hereby agree as follows:

1. Assignment. Notwithstanding any provision in the Agreement to the contrary, for value received, the receipt and sufficiency of which are hereby acknowledged, upon the execution of this Assignment and Amendment Agreement by the parties hereto and delivery by the Assigning Members of endorsed certificates evidencing the Interest, the Assigning Members do hereby assign, transfer and convey the Interest to the Assignee.

2. Admission. Notwithstanding any provision in the Agreement to the contrary, contemporaneously with the assignment described in paragraph 1 of this Assignment and Amendment Agreement, Assignee is hereby admitted to the Company as a substitute member of the Company, and hereby agrees that it is bound by the Agreement as a member of the Company.

3. Resignation. Notwithstanding any provision in the Agreement to the contrary, immediately following the admission of the Assignee as a substitute member of the Company, the Assigning Members shall and do hereby resign from the Company as members of the Company, and shall thereupon cease to be members of the Company, and shall thereupon cease to have or exercise any right or power as members of the Company.

4. Continuation of the Company. The parties hereto agree that the assignment of the Interest, the admission of the Assignee as a substitute member of the Company and the resignation of the Assigning Members as members of the Company shall not dissolve the Company and that the business of the Company shall continue without dissolution.

5. Amendment.

a. The Agreement is hereby amended to reflect the foregoing, and all references in the Agreement to the Assigning Members are hereby amended to refer to the Assignee.

b. Pursuant to Sections 3.1 and 7.3 of the Agreement, Schedule A to the Agreement is hereby amended and restated in its entirety and replaced with Schedule A attached hereto on Exhibit A to this Amendment.

6. Books and Records. The members of the Company shall take all actions necessary under the Act and the Agreement, including causing any further amendment of the Agreement, to evidence the resignation of the Assigning Members from the Company as members of the Company and the admission of the Assignee to the Company as a member of the Company.

7. Future Cooperation. Each of the parties hereto agrees to cooperate at all times from and after the date hereof with respect to all of the matters described herein, and to execute such further assignments, releases, assumptions, amendments of the Agreement, notifications and other documents as may be reasonably requested for the purpose of giving effect to, or evidencing or giving notice of, the transactions contemplated by this Assignment and Amendment Agreement.

8. Binding Effect. This Assignment and Amendment Agreement shall be binding upon, and shall enure to the benefit of, the parties hereto and their respective successors and assigns.

9. Execution in Counterparts. This Assignment and Amendment Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

10. Agreement in Effect. Except as hereby amended, the Agreement shall remain in full force and effect.

11. Governing Law. This Assignment and Amendment Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Delaware, all rights and remedies being governed by such laws.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Amendment Agreement to be duly executed as of the day and year first above written.

NRG ENERGY, INC., a Delaware corporation

By: /s/ Marie Eitheim
Name: Marie Eitheim
Title: Attorney in Fact

SOUTH CENTRAL GENERATION HOLDING LLC, a
Delaware limited liability company

By: /s/ Marie Eitheim
Name: Marie Eitheim
Title: Attorney-in-fact on behalf of NRG Energy, Inc., its sole
member and on behalf of South Central Generation
Holding LLC

NRG CENTRAL U.S. LLC, a Delaware limited liability
company

By: /s/ Marie Eitrheim
Name: Marie Eitrheim
Title: Attorney-in-fact on behalf of NRG Energy, Inc., its sole
member and on behalf of NRG Central U.S. LLC

EXHIBIT A

SCHEDULE A

Member	Mailing Address	Units
NRG Energy, Inc.	211 Carnegie Center Princeton, NJ 08540	1000

**FIRST AMENDMENT
TO THE
LIMITED LIABILITY COMPANY AGREEMENT
OF
NRG TEXAS C&I SUPPLY LLC
(the "Company")**

THIS FIRST AMENDMENT (this "First Amendment") to that certain Limited Liability Company Agreement of the Company, dated as of March 27, 2009, as amended (the "LLC Agreement"), is entered into as of March 1, 2016, by its Sole Member, NRG Retail LLC. Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the LLC Agreement.

WHEREAS, on even date herewith, immediately prior to the execution of this First Amendment, the Sole Member and NRG Energy, Inc. (the "Former Member") entered into that certain Contribution Agreement (the "Agreement") pursuant to which the Former Member, as the sole member of the Company, distributed 100% of the membership interests of the Company to the Sole Member;

WHEREAS, the LLC Agreement states that the Former Member is the sole member of the Company; and

WHEREAS, the Sole Member desires to amend the LLC Agreement to reflect that it is now the sole Member of the Company and to make certain other updates that are necessary as a result of execution of the Agreement.

NOW, THEREFORE, in consideration of the mutual agreements, covenants, representations and warranties set forth herein, and intending to be legally bound hereby, the Sole Member amends the LLC Agreement as follows:

1. Amendments to LLC Agreement. The LLC Agreement is hereby amended as follows:
 - (a) The recitals to the LLC Agreement are hereby amended by replacing "NRG Energy, Inc." with "NRG Retail LLC"
 - (b) Schedule A to the LLC Agreement is deleted in its entirety and replaced with the Schedule A attached hereto.
 2. Compliance with Section 3.1 of the LLC Agreement. The Sole Member agrees to the terms of the LLC Agreement and that its signature below shall be deemed a
-

counterpart to the LLC Agreement, as such counterpart is required pursuant to Section 3.1(c) of the LLC Agreement.

3. Conflicts; Continuing Effect of Transaction Documents. In the event of any conflict between the terms of this First Amendment and the LLC Agreement, the terms of this First Amendment shall control. Except as otherwise expressly provided herein, the execution, delivery, and performance by the parties hereto of this First Amendment shall not constitute a waiver, permit, consent or approval of any kind or character with respect to the LLC Agreement, as amended hereby.
4. Entire Agreement. This First Amendment integrates all the terms and conditions mentioned herein or incidental hereto and supersedes all oral negotiations and prior agreements and understandings of the parties hereto in respect to the subject matter hereof.
5. Counterparts. This First Amendment may be executed in one or more duplicate counterparts and when signed by all of the parties shall constitute a single binding agreement.
6. Governing Law. This First Amendment shall be governed by, construed, interpreted, and applied in accordance with the laws of the State of Delaware (excluding any conflict of law rules that would refer the matter to be decided to the laws of another jurisdiction).
7. Further Assurances. The parties hereto agree to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this First Amendment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Sole Member of the Company has executed and delivered this First Amendment as of the date first above written.

NRG RETAIL LLC

By: /s/ Deborah R. Fry
Name: Deborah R. Fry
Title: Assistant Secretary

SCHEDULE A

<u>MEMBERS</u>	<u>UNITS</u>
NRG RETAIL LLC 1201 Fannin Street Houston, Texas 77002	1,000
TOTAL	1,000

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
NRG WEST COAST LLC,
a Delaware Limited Liability Company**

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT of NRG WEST COAST LLC (this "Agreement"), dated as of February 17, 2004 is adopted by, and executed and agreed to, for good and valuable consideration, by the sole Member.

WHEREAS, the sole Member is party to the Limited Liability Company Agreement dated as of December 31, 2002, as amended from time to time (the "Original LLC Agreement"); and

WHEREAS, in connection with the confirmation of the plan of reorganization of NRG Energy, Inc. and certain of its subsidiaries, the sole Member desires to amend and restate the Original LLC Agreement.

**ARTICLE I
DEFINITIONS**

1.1. *Definitions.* As used in this Agreement, the following terms have the following meanings:

"Act" means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

"Agreement" has the meaning given that term in the introductory paragraph.

"Capital Contribution" means the aggregate contribution by a Member to the capital of the Company.

"Certificate" has the meaning given that term in Section 2.1.

"Company" means NRG West Coast LLC, a Delaware limited liability company.

"Dispose," "Disposed," "Disposing" or "Disposition" means a sale, assignment, transfer, exchange, mortgage, pledge, grant of a security interest or other disposition or encumbrance (including, without limitation, by operation of law) or the acts thereof.

"Incapacity" or "Incapacitated" means (a) with respect to a natural person, the bankruptcy, death, incompetency or insanity of such person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

"Majority Members" means Members holding a majority of the Units owned by all Members or if there is only one Member, such Member.

“Member” means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

“Original LLC Agreement” has the meaning given such term in the recitals.

“Person” means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

“Proceeding” has the meaning given such term in Section 5.1.

“Units” means the units of each Member representing such Member’s interest in the income, gains, losses, deductions and expenses of the Company as set forth on Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2. *Construction.* Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

ARTICLE II ORGANIZATION

2.1. *Formation.* The Company has been organized as a Delaware limited liability company by the filing of a Amended and Restated Certificate of Formation (the “Certificate”) under and pursuant to the Act.

2.2. *Name.* The name of the Company is “NRG West Coast LLC,” and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3. *Registered Office; Registered Agent; Principal Office; Other Offices.* The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4. *Purposes.* The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5. *Foreign Qualification.* Prior to the Company’s conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to

the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6. *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7. *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8. *Unit Certificates; Applicability of Article 8 of UCC.* The number of authorized Units shall initially be one thousand (1000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, shall be recorded in a register thereof maintained by the Company, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine. Units shall be subject to the provisions of Article 8 of the Uniform Commercial Code as may be applicable from time to time.

ARTICLE III MEMBERS, UNITS AND DISTRIBUTIONS

3.1. *Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2. *Liability of Members.* Except as otherwise required by applicable law and as explicitly set forth in this Agreement, no Member shall have any personal liability whatsoever in its capacity as a Member, whether to the Company, to any of the Members, to the creditors of the

Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company, and therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein. To the extent that, at law or in equity, a Member or other Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or another Person, such Member or other Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement.

3.3. *Member Units.* Each Member's interest in the Company, including such Member's interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4. *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5. *Distributions.* Subject to the provision of Section 18-607 of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

ARTICLE IV MANAGEMENT

4.1. *Management by the Members.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Majority Members, and the Majority Members shall make all decisions and take all actions for the Company.

4.2. *Actions by Members; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Majority Members shall act through (i) meetings and written consents pursuant to Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the

Majority Members may assign titles (including, without limitation, chairman, chief executive officer, president, vice president, secretary, assistant secretary, treasurer and assistant treasurer) to any such Persons and delegate to such other individuals certain authority and duties. Any number of titles may be held by the same individual. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3. *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Majority Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4. *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5. *Conflicts of Interest.* Each Member and officer of the Company at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation to offer to the Company or any other Member or officer the right to participate therein. The Company may transact business with any Member, officer or affiliate thereof; *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6. *Officers.*

(a) The Majority Members may, from time to time, designate one or more persons to be officers of the Company. No officer need be a resident of the State of Delaware, or

a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

ARTICLE V INDEMNIFICATION

5.1. *Right to Indemnification.* Subject to the limitations and conditions as provided in this ARTICLE V, each Person who was or is made a party or is threatened to be made a party to or is otherwise involved (including involvement as a witness) in any action, suit or proceeding, whether civil, criminal, administrative, arbitral or investigative (hereinafter a "Proceeding"), by reason of the fact that he or she is or was a Member or officer of the Company or while a Member or officer of the Company is or was serving at the request of the Company as a director, officer, employee, partner, member, manager, trustee, fiduciary or agent of another foreign or domestic limited liability company, corporation, partnership, joint venture or other entity or enterprise, may be indemnified and held harmless by the Company to the fullest extent permitted by the Act, as the same exists or may hereafter be amended, against all expense, liability and loss (including attorney's fees, judgments, fines, excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Person in connection with such Proceeding; *provided* that such Person acted in good faith and in a manner such Person reasonably believed to be in, or not opposed to, the best interests of the Company, and indemnification under this ARTICLE V shall continue as to a Person who has ceased to serve in the capacity which initially entitled such Person to indemnity hereunder. If the Company elects to provide indemnification hereunder, such rights granted pursuant to this ARTICLE V shall be a contract right, and no amendment, modification or repeal of this ARTICLE V shall adversely affect such rights of any Member or officer in respect of any act, omission or condition existing or event or circumstance occurring prior to the time of such amendment, repeal or modification. It is expressly acknowledged that the indemnification provided in this ARTICLE V could involve indemnification for negligence or under theories of strict liability.

5.2. *Advance Payment.* The right to indemnification conferred in this ARTICLE V may include the right to be paid or reimbursed by the Company the reasonable expenses incurred by a Person of the type entitled to be indemnified under Section 5.1 who was, is or is threatened

to be made a named defendant or respondent in a Proceeding in advance of the final disposition of the Proceeding and without any determination as to the Person's ultimate entitlement to indemnification; *provided, however*, that the payment of such expenses incurred by any such Person in advance of the final disposition of a Proceeding shall be made only upon delivery to the Company of a written affirmation by such Person of a good faith belief that such Person has met the standard of conduct necessary for indemnification under this ARTICLE V and a written undertaking, by or on behalf of such Person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified Person is not entitled to be indemnified under this ARTICLE V or otherwise.

5.3. *Indemnification of Employees and Agents.* The Company may indemnify and advance expenses to an employee or agent of the Company to the same extent and subject to the same conditions under which it may indemnify and advance expenses to Persons who are not or were not Members or officers of the Company but who are or were serving at the request of the Company as a manager, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in such a capacity or arising out of his status as such a Person to the same extent that it may indemnify and advance expenses to Members and officers under this ARTICLE V.

5.4. *Appearance as a Witness.* Notwithstanding any other provision of this ARTICLE V, the Company may pay or reimburse expenses incurred by a Members or officer in connection with his appearance as a witness or other participation in a Proceeding at a time when such Person is not a named defendant or respondent in the Proceeding.

5.5. *Nonexclusivity of Rights.* The right to indemnification and the advancement and payment of expenses conferred in this ARTICLE V shall not be exclusive of any other right which a Member, officer or other Person indemnified pursuant to Section 5.3 may have or hereafter acquire under any law (common or statutory), provision of the Certificate or this Agreement, vote of Members or otherwise.

5.6. *Insurance.* The Company may purchase and maintain insurance, at its expense, to protect itself and any Person who is or was serving as a Member, officer or agent of the Company or is or was serving at the request of the Company as a manager, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any expense, liability or loss, whether or not the Company would have the power to indemnify such Person against such expense, liability or loss under this ARTICLE V.

5.7. *Savings Clause.* If this ARTICLE V or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Member or any other Person indemnified pursuant to this ARTICLE V as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative to the full extent permitted by any applicable portion of this

ARTICLE V that shall not have been invalidated and to the fullest extent permitted by applicable law.

5.8. *Waiver of Fiduciary Duties.* The provisions of this Agreement to the extent that they expand or restrict the duties (including fiduciary duties) and liabilities of any Member or other Person bound hereby otherwise existing at law or in equity are agreed by the Members and such other Persons to expand or restrict such duties and liabilities of such Member or other Person. Whenever in this Agreement a Member is permitted to make a decision in its “sole discretion” or in its “discretion,” a Member shall be entitled to consider only such interests and factors as it desires, including its own interests, and shall to the fullest extent permitted by applicable law, have no duty or obligation to give any consideration to any interest of or factors affecting the Company or any other Member. Any such decision shall be final and binding.

ARTICLE VI TAXES AND BOOKS

6.1. *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2. *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

ARTICLE VII TRANSFERS

7.1. *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member’s Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2. *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7.3. *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

8

7.4. *Effect of Assignment.*

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5. *Effect of Incapacity.* Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member’s Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

ARTICLE VIII DISSOLUTION, LIQUIDATION AND TERMINATION

8.1. *Dissolution.* The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

- (a) the written consent of the Majority Members; and
- (b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act.

8.2. *Liquidation and Termination.* On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

- (a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and
- (b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3. *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

ARTICLE IX GENERAL PROVISIONS

9.1. *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested or by delivering that writing to the recipient in person, by courier, or by facsimile transmission; and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it. All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

9.2. *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3. *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4. *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5. *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6. *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7. *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

* * * * *

IN WITNESS WHEREOF, the sole Member has executed this Agreement as of the date first set forth above.

SOLE MEMBER:

NRG Energy, Inc.

By: /s/ George P. Schaefer

Name: George P. Schaefer

Title: Treasurer

SCHEDULE A

MEMBERS		UNITS
	NRG Energy, Inc.	1000
TOTAL		1000

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:50 AM 10/15/2008
FILED 11:50 AM 10/15/2008
SRV 081038786 - 4611965 FILE

**STATE of DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE OF FORMATION**

In accordance with the provisions of Section 18-201 of the Delaware Limited Liability Company Act, the undersigned submits the following Certificate of Formation and certifies as follows:

FIRST: The name of the limited liability company is Reliant Energy Services Texas, LLC.

SECOND: The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400 in the City of Wilmington, Delaware 19808. The name of its Registered Agent at such address is Corporation Service Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Reliant Energy Services Texas, LLC this 15th day of October, 2008.

BY: /s/ Clare H. Doyle
Clare H. Doyle
Authorized Person

*State of Delaware
Secretary of State
Division of Corporations
Delivered 03:00 PM 05/01/2009
FILED 02:20 PM 05/01/2009
SRV 090420486 - 4611965 FILE*

CERTIFICATE OF AMENDMENT

OF

RELIANT ENERGY SERVICES TEXAS, LLC

1. The name of the limited liability company is: Reliant Energy Services Texas, LLC.

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

“2. The address of its registered office in the State of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.”

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of Reliant Energy Services Texas, LLC., this 1st day of May, 2009.

RELIANT ENERGY SERVICES TEXAS, LLC

By: /s/ Lynne Przychodzki
Lynne Przychodzki
Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:11 PM 09/01/2010
FILED 02:44 PM 09/01/2010
SRV 100877417 - 4611965 FILE

**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT**

1. Name of Limited Liability Company:
Reliant Energy Services Texas, LLC
2. The Certificate of Formation of the limited liability company is hereby amended as follows:
 1. The name of the limited liability company is Legends Energy LLC.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 1st day of September, A.D. 2010.

By: /s/ Lynne Przychodzki
Authorized Person(s)

Name: Lynne Przychodzki
Print or Type

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:41 PM 09/28/2010
FILED 05:08 PM 09/28/2010
SRV 100949715 - 4611965 FILE

**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT**

1. Name of Limited Liability Company: Legends Energy LLC
2. The Certificate of Formation of the limited liability company is hereby amended as follows:
 1. The name of the limited liability company is Pennywise Power LLC.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 28th day of September, A.D. 2010.

By: /s/ Lynne Przychodzki
Authorized Person(s)

Name: Lynne Przychodzki
Print or Type

*State of Delaware
Secretary of State
Division of Corporations
Delivered 06:14 PM 02/09/2012
FILED 06:14 PM 02/09/2012
SRV 120148743 - 4611965 FILE*

**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT**

1. Name of Limited Liability Company: Pennywise Power LLC
2. The Certificate of Formation of the limited liability company is hereby amended as follows:
 1. The name of the limited liability company is US Retailers LLC.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 9th day of February, A.D. 2012.

By: /s/ Lynne Przychodzki
Authorized Person(s)

Name: Lynne Przychodzki
Print or Type

**FIRST AMENDMENT
TO THE
FOURTH AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT
OF
US RETAILERS LLC
(the "Company")**

THIS FIRST AMENDMENT (this "First Amendment") to that certain Fourth Amended and Restated Limited Liability Company Agreement of the Company, dated as of February 9, 2012, as amended (the "LLC Agreement"), is entered into as of March 1, 2016, by its Sole Member, NRG Retail LLC. Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the LLC Agreement.

WHEREAS, on even date herewith, immediately prior to the execution of this First Amendment, the Sole Member and NRG Energy, Inc. (the "Former Member") entered into that certain Contribution Agreement (the "Agreement") pursuant to which the Former Member, as the sole member of the Company, distributed 100% of the membership interests of the Company to the Sole Member;

WHEREAS, the LLC Agreement states that the Former Member is the sole member of the Company; and

WHEREAS, the Sole Member desires to amend the LLC Agreement to reflect that it is now the sole Member of the Company and to make certain other updates that are necessary as a result of execution of the Agreement.

NOW, THEREFORE, in consideration of the mutual agreements, covenants, representations and warranties set forth herein, and intending to be legally bound hereby, the Sole Member amends the LLC Agreement as follows:

1. Amendments to LLC Agreement. The LLC Agreement is hereby amended as follows:
 - (a) The recitals to the LLC Agreement are hereby amended by replacing "NRG Energy, Inc." with "NRG Retail LLC"
 - (b) Schedule A to the LLC Agreement is deleted in its entirety and replaced with the Schedule A attached hereto.
 2. Compliance with Section 3.1 of the LLC Agreement. The Sole Member agrees to the terms of the LLC Agreement and that its signature below shall be deemed a
-

counterpart to the LLC Agreement, as such counterpart is required pursuant to Section 3.1(c) of the LLC Agreement.

3. Conflicts: Continuing Effect of Transaction Documents. In the event of any conflict between the terms of this First Amendment and the LLC Agreement, the terms of this First Amendment shall control. Except as otherwise expressly provided herein, the execution, delivery, and performance by the parties hereto of this First Amendment shall not constitute a waiver, permit, consent or approval of any kind or character with respect to the LLC Agreement, as amended hereby.
4. Entire Agreement. This First Amendment integrates all the terms and conditions mentioned herein or incidental hereto and supersedes all oral negotiations and prior agreements and understandings of the parties hereto in respect to the subject matter hereof.
5. Counterparts. This First Amendment may be executed in one or more duplicate counterparts and when signed by all of the parties shall constitute a single binding agreement.
6. Governing Law. This First Amendment shall be governed by, construed, interpreted, and applied in accordance with the laws of the State of Delaware (excluding any conflict of law rules that would refer the matter to be decided to the laws of another jurisdiction).
7. Further Assurances. The parties hereto agree to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this First Amendment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Sole Member of the Company has executed and delivered this First Amendment as of the date first above written.

NRG RETAIL LLC

By: /s/ Deborah R. Fry
Name: Deborah R. Fry
Title: Assistant Secretary

SCHEDULE A

MEMBERS

UNITS

NRG RETAIL LLC 1201 Fannin Street Houston, Texas 77002	1,000
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TOTAL	1,000
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**FOURTH AMENDED & RESTATED]
LIMITED LIABILITY COMPANY AGREEMENT
OF
US RETAILERS LLC
a Delaware Limited Liability Company**

THIS Fourth Amended & Restated LIMITED LIABILITY COMPANY AGREEMENT (this “**Agreement**”) of US Retailers LLC (the “**Company**”), dated as of February 9, 2012 is adopted by, and executed and agreed to, for good and valuable consideration, by the Sole Member of the Company, NRG Energy, Inc., a Delaware limited liability company.

**ARTICLE I
DEFINITIONS**

1.1 *Definitions.* As used in this Agreement, the following terms have the following meanings:

“Act” means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

“Agreement” has the meaning given that term in the introductory paragraph.

“Capital Contribution” means the aggregate contribution by a Member to the capital of the Company.

“Certificate” has the meaning given that term in Section 2.1.

“Company” means US Retailers LLC, a Delaware limited liability company.

“Dispose,” “Disposed,” “Disposing” or “Disposition” means a sale, assignment, transfer, exchange or other disposition (including, without limitation, by operation of law); provided, however, that this definition does not include the granting and/ or perfection of a security interest lien or encumbrance.

“Incapacity” or “Incapacitated” means (a) with respect to a natural person, the bankruptcy, death, incompetency or insanity of such person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

“Majority Members” means Members holding a majority of the Units owned by all Members or if there is only one Member, such Member.

“Member” means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

“Person” means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

“Proceeding” has the meaning given such term in Section 5.1.

“Units” means the units of each Member representing such Member’s interest in the income, gains, losses, deductions and expenses of the Company as set forth on Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2 *Construction.* Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

ARTICLE II ORGANIZATION

2.1 *Formation.* The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the “**Certificate**”) under and pursuant to the Act.

2.2 *Name.* The name of the Company is “US Retailers LLC” and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3 *Registered Office; Registered Agent; Principal Office; Other Offices.* The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4 *Purposes.* The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5 *Foreign Qualification.* Prior to the Company’s conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6 *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7 *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8 *Unit Certificates.* The number of authorized Units shall initially be one thousand (1,000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine.

2.9 *All Interests shall be Securities.* All interests in the Company shall be securities governed by Article 8 of the Uniform Commercial Code and shall be evidenced by certificates. The certificated interests shall be in registered form within the meaning of Article 8 of the Uniform Commercial Code.

ARTICLE III MEMBERS, UNITS AND DISTRIBUTIONS

3.1 *Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2 *Liability of Members.* Except as otherwise required by applicable law and as explicitly set forth in this Agreement, no Member shall have any personal liability whatsoever in its capacity as a Member, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company, and therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein. To the extent that, at law or in equity, a Member or other Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or another Person, such Member or other Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement.

3.3 *Member Units.* Each Member's interest in the Company, including such Member's interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4 *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5 *Distributions.* Subject to the provision of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

ARTICLE IV MANAGEMENT

4.1 *Management by the Members.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Majority Members, and the Majority Members shall make all decisions and take all actions for the Company.

4.2 *Actions by Members; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Majority Members shall act through (i) meetings and written consents pursuant to

Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles (including, without limitation, chairman, chief executive officer, president, vice president, secretary, assistant secretary, treasurer and assistant treasurer) to any such Persons and delegate to such other individuals certain authority and duties. Any number of titles may be held by the same individual. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3 *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Majority Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4 *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5 *Conflicts of Interest.* Each Member and officer of the Company at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation to offer to the Company or any other Member or officer the right to participate therein. The Company may transact business with any Member, officer or affiliate

thereof *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6 *Officers.*

(a) The Majority Members may, from time to time, designate one or more persons to be officers of the Company. No officer need be a resident of the State of Delaware, or a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

**ARTICLE V
INDEMNIFICATION**

5.1 *Exculpation.* Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, none of the Members, managers, or any other officers, directors, stockholders, partners, employees, affiliates, representatives, or agents of any of the foregoing, nor any officer, employee, representative or agent of the Company (individually, a "Covered Person" and collectively, the "Covered Persons") shall be liable to the Company or any other person bound by this Agreement for any act or omission (in relation to the Company, its property or the conduct of its business or affairs, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted by a Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

5.2 *Indemnification.* To the fullest extent permitted by law, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or

investigative (“Claims”), in which the Covered Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Section 5.2 with respect to (i) any Claim with respect to which such Covered Person has engaged in fraud, willful misconduct, bad faith or gross negligence or (ii) any Claim initiated by such Covered Person unless such Claim (or part thereof) (A) was brought to enforce such Covered Person’s rights to indemnification hereunder or (B) was authorized or consented to by the Board. Expenses incurred by a Covered Person in defending any Claim shall be paid by the Company in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Section 5.2.

5.3 *Amendments.* Any repeal or modification of this Article V by the Members shall not adversely affect any rights of such Covered Person pursuant to this Article V, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

ARTICLE VI TAXES AND BOOKS

6.1 *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2 *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

ARTICLE VII TRANSFERS

7.1 *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member’s Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2 *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7

7.3 *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4 *Effect of Assignment.*

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5 *Effect of Incapacity.* Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member’s Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

ARTICLE VIII DISSOLUTION, LIQUIDATION AND TERMINATION

8.1 *Dissolution.* The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

- (a) the written consent of the Majority Members; and
- (b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or
- (c) on the date set forth in the Certificate.

8.2 *Liquidation and Termination.* On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final

distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

(a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and

(b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3 *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

ARTICLE IX GENERAL PROVISIONS

9.1 *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested or by delivering that writing to the recipient in person, by courier, or by facsimile transmission; and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it. All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

9.2 *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3 *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4 *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5 *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6 *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7 *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

* * * * *

IN WITNESS WHEREOF, the Sole Member has executed this Agreement as of the date first set forth above.

SOLE MEMBER:

NRG ENERGY, INC.

Its: Sole Member

By: /s/ Brian Curci

Name: Brian Curci

Title: Corporate Secretary

SCHEDULE A

MEMBERS	UNITS
NRG Energy, Inc.	1,000
TOTAL	1,000

**AMENDED & RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
WCP (Generation) Holdings LLC
a Delaware Limited Liability Company**

THIS AMENDED & RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “**Agreement**”) of WCP (Generation) Holdings LLC (the “**Company**”), dated as of June 28, 2011 is adopted by, and executed and agreed to, for good and valuable consideration, by the Sole Member of the Company, NRG West Coast LLC, a Delaware limited liability company.

**ARTICLE I
DEFINITIONS**

1.1 *Definitions.* As used in this Agreement, the following terms have the following meanings:

“Act” means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

“Agreement” has the meaning given that term in the introductory paragraph.

“Capital Contribution” means the aggregate contribution by a Member to the capital of the Company.

“Certificate” has the meaning given that term in Section 2.1.

“Company” means WCP (Generation) Holdings LLC, a Delaware limited liability company.

“Dispose,” “Disposed,” “Disposing” or “Disposition” means a sale, assignment, transfer, exchange or other disposition (including, without limitation, by operation of law); provided, however, that this definition does not include the granting and/ or perfection of a security interest lien or encumbrance.

“Incapacity” or “Incapacitated” means (a) with respect to a natural person, the bankruptcy, death, incompetency or insanity of such person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.

“Majority Members” means Members holding a majority of the Units owned by all Members or if there is only one Member, such Member.

“Member” means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

“Person” means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

“Proceeding” has the meaning given such term in Section 5.1.

“Units” means the units of each Member representing such Member’s interest in the income, gains, losses, deductions and expenses of the Company as set forth on Schedule A hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2 *Construction.* Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

ARTICLE II ORGANIZATION

2.1 *Formation.* The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the “**Certificate**”) under and pursuant to the Act.

2.2 *Name.* The name of the Company is “WCP (Generation) Holdings LLC” and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.

2.3 *Registered Office; Registered Agent; Principal Office; Other Offices.* The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Delaware.

2.4 *Purposes.* The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

2.5 *Foreign Qualification.* Prior to the Company’s conducting business in any jurisdiction other than Delaware, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.6 *Term.* The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Delaware and shall continue in existence until termination and dissolution thereof as determined under Section 8.1 of this Agreement.

2.7 *No State-Law Partnership.* The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2.8 *Unit Certificates.* The number of authorized Units shall initially be one thousand (1,000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine.

2.9 *All Interests shall be Securities.* All interests in the Company shall be securities governed by Article 8 of the Uniform Commercial Code and shall be evidenced by certificates. The certificated interests shall be in registered form within the meaning of Article 8 of the Uniform Commercial Code.

ARTICLE III MEMBERS, UNITS AND DISTRIBUTIONS

3.1 *Members.*

(a) The names, residence, business or mailing addresses and the Units of the Members are set forth in Schedule A, as amended from time to time in accordance with the terms of this Agreement.

(b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2 *Liability of Members.* Except as otherwise required by applicable law and as explicitly set forth in this Agreement, no Member shall have any personal liability whatsoever in its capacity as a Member, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company, and therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein. To the extent that, at law or in equity, a Member or other Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or another Person, such Member or other Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement.

3.3 *Member Units.* Each Member's interest in the Company, including such Member's interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.

3.4 *Issuance of Additional Units and Interests.* The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5 *Distributions.* Subject to the provision of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

ARTICLE IV MANAGEMENT

4.1 *Management by the Members.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Majority Members, and the Majority Members shall make all decisions and take all actions for the Company.

4.2 *Actions by Members; Delegation of Authority and Duties.*

(a) In managing the business and affairs of the Company and exercising its powers, the Majority Members shall act through (i) meetings and written consents pursuant to

Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).

(b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles (including, without limitation, chairman, chief executive officer, president, vice president, secretary, assistant secretary, treasurer and assistant treasurer) to any such Persons and delegate to such other individuals certain authority and duties. Any number of titles may be held by the same individual. Any delegation pursuant to this Section 4.2(b) may be revoked at any time by the Majority Members.

4.3 *Meetings.*

(a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.

(b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Majority Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

4.4 *Action by Written Consent or Telephone Conference.* Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.

4.5 *Conflicts of Interest.* Each Member and officer of the Company at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation to offer to the Company or any other Member or officer the right to participate therein. The Company may transact business with any Member, officer or affiliate

thereof *provided* that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6 *Officers.*

(a) The Majority Members may, from time to time, designate one or more persons to be officers of the Company. No officer need be a resident of the State of Delaware, or a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

**ARTICLE V
INDEMNIFICATION**

5.1 *Exculpation.* Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, none of the Members, managers, or any other officers, directors, stockholders, partners, employees, affiliates, representatives, or agents of any of the foregoing, nor any officer, employee, representative or agent of the Company (individually, a “Covered Person” and collectively, the “Covered Persons”) shall be liable to the Company or any other person bound by this Agreement for any act or omission (in relation to the Company, its property or the conduct of its business or affairs, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted by a Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

5.2 *Indemnification.* To the fullest extent permitted by law, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or

investigative (“Claims”), in which the Covered Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Section 5.2 with respect to (i) any Claim with respect to which such Covered Person has engaged in fraud, willful misconduct, bad faith or gross negligence or (ii) any Claim initiated by such Covered Person unless such Claim (or part thereof) (A) was brought to enforce such Covered Person’s rights to indemnification hereunder or (B) was authorized or consented to by the Board. Expenses incurred by a Covered Person in defending any Claim shall be paid by the Company in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Section 5.2.

5.3 *Amendments.* Any repeal or modification of this Article V by the Members shall not adversely affect any rights of such Covered Person pursuant to this Article V, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

ARTICLE VI TAXES AND BOOKS

6.1 *Tax Returns.* The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.

6.2 *Books.* The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

ARTICLE VII TRANSFERS

7.1 *Assignment by Members.* No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member’s Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.

7.2 *Void Assignment.* Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

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7.3 *Substituted Member.*

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, Schedule A attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4 *Effect of Assignment.*

(a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.

(b) Any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

7.5 *Effect of Incapacity.* Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member’s Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

ARTICLE VIII DISSOLUTION, LIQUIDATION AND TERMINATION

8.1 *Dissolution.* The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

- (a) the written consent of the Majority Members; and
- (b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or
- (c) on the date set forth in the Certificate.

8.2 *Liquidation and Termination.* On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final

distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

(a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and

(b) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.5 by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 8.2. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3 *Cancellation of Certificate.* On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

ARTICLE IX GENERAL PROVISIONS

9.1 *Notices.* Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested or by delivering that writing to the recipient in person, by courier, or by facsimile transmission; and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it. All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

9.2 *Entire Agreement.* This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.

9.3 *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.4 *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.

9.5 *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

9.6 *Governing Law; Severability.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

9.7 *Counterparts.* This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

* * * * *

IN WITNESS WHEREOF, the Sole Member has executed this Agreement as of the date first set forth above.

SOLE MEMBER:

NRG WEST COAST LLC

Its: Sole Member

By: /s/ Deborah R. Fry

Name: Deborah R. Fry

Title: Assistant Secretary

SCHEDULE A

MEMBERS	UNITS
NRG WEST COAST LLC	1,000
TOTAL	1,000

MASTER AMENDMENT AGREEMENT

This MASTER AMENDMENT AGREEMENT (this "Amendment") is made and entered into as of March 26, 2003, by and among Termo Santander Holding, L.L.C. ("TSH"), Dynegy Power Corp. ("DPC"), NRG Rocky Road LLC ("NRG Rocky Road") and NRG West Coast LLC (formerly known as NRG West Coast Inc.) ("NRG West Coast").

RECITALS:

A. TSH and NRG Rocky Road have entered into (i) that certain Limited Liability Company Agreement of Termo Santander Holding (Alpha), L.L.C. dated as of December 28, 1999 (the "TSH (Alpha) LLC Agreement") and (ii) that certain Second Amended and Restated Limited Liability Company Agreement of Rocky Road Power, LLC dated as of December 29, 1999 (the "Rocky Road LLC Agreement").

B. DPC and NRG West Coast have entered into that certain Limited Liability Company Agreement of WCP (Generation) Holdings LLC dated as of June 30, 1999 (the "WCP LLC Agreement," and together with the TSH (Alpha) LLC Agreement and the Rocky Road LLC Agreement, the "LLC Agreements").

C. TSH and NRG Rocky Road desire to amend the TSH (Alpha) LLC Agreement and the Rocky Road LLC Agreement, and DPC and NRG West Coast desire to amend the WCP LLC Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the parties hereby agree as follows:

Section 1. Amendment to Section 1.01.

a. The definition of the defined term "Change of Member Control" in Section 1.01 of each of the TSH (Alpha) LLC Agreement and Rocky Road LLC Agreement is hereby amended by adding the phrase ", Dynegy Power Corp., or any Person that Controls Dynegy Power Corp." after the words "Initial Member" in such definition.

b. The definition of the defined term "Parent" in Section 1.01 of the WCP LLC Agreement is hereby deleted in its entirety and replaced with the following:

"Parent- the Person that Controls a Member and that is not itself Controlled by any other Person, provided that in the case of the Initial Members, the "Parents" of the respective Initial Members are set forth on the attached Exhibit A."

Section 2. Amendments to Section 3.03.

a. Section 3.03 of each of the TSH (Alpha) LLC Agreement and the Rocky Road LLC Agreement is hereby amended by adding the following at the end of such Section:

“(f) **Dispositions and Encumbrances in Connection with Financings.** Notwithstanding anything to the contrary in this Section 3.03, an Initial Member, and any Person that Controls such Initial Member, may Encumber or Dispose of all or any portion of its Membership Interest, any equity interests in such Initial Member or any equity interests in a Person that Controls such Initial Member, as applicable, in connection with any financing entered into by or for the benefit of such Initial Member or any Person that Controls such Initial Member. The other Initial Member hereby waives any and all requirements of this Section 3.03 in connection with any foreclosure of any such Encumbrance (or Disposition in lieu of such foreclosure); provided, however, that any proposed transferee in connection with any such foreclosure (or Disposition in lieu of such foreclosure) must demonstrate to the reasonable satisfaction of the non-Disposing Members that it has the ability to meet the financial and contractual commitments and other obligations and liabilities of the Disposing Initial Member.”

b. Section 3.03 of the WCP LLC Agreement is hereby amended by adding the following at the end of such Section:

“(e) **Dispositions and Encumbrances in Connection with Financings.** Notwithstanding anything to the contrary in this Section 3.03, an Initial Member, and any Person that Controls such Initial Member, may Encumber or Dispose of all or any portion of its Membership Interest, any equity interests in such Initial Member or any equity interests in a Person that Controls such Initial Member, as applicable, in connection with any financing entered into by or for the benefit of such Initial Member or any Person that Controls such Initial Member. The other Initial Member hereby waives any and all requirements of this Section 3.03 in connection with any foreclosure of any such Encumbrance (or Disposition in lieu of such foreclosure); provided, however, that any proposed transferee in connection with any such foreclosure (or Disposition in lieu of such foreclosure) must demonstrate to the reasonable satisfaction of the non-Disposing Members that it has the ability to meet the financial and contractual commitments and other obligations and liabilities of the Disposing Initial Member.

(f) **Dispositions Related to Restructuring.** Notwithstanding anything to the contrary in this Section 3.03, each Initial Member hereby specifically consents to the transfer of all or any part of the interest held by the other Initial Member to any Affiliate of such other Initial Member over the two-year period following January 31, 2003. Each Initial Member agrees that if any such transfer shall cause a termination of the Company within the meaning of Code Section 708, such Initial Member will nonetheless consent to such transfer without requiring any tax indemnity payment by the other Initial Member as a prerequisite to such consent.”

Section 3. Amendments to Exhibit A.

a. Exhibit A of the TSH (Alpha) LLC Agreement is hereby amended to delete the reference to “Termo Santander Holding (Alpha), L.L.C.” on such Exhibit and replace it with a reference to “Termo Santander Holding, L.L.C.”

b. Exhibit A of each of the TSH (Alpha) LLC Agreement and the Rocky Road LLC Agreement is hereby amended to list “Dynegy Holdings Inc.” as the only Parent of Termo Santander Holding, L.L.C.

c. Exhibit A of the WCP LLC Agreement is hereby amended to list “Dynegy Holdings Inc.” as the only Parent of Dynegy Power Corp.

Section 4. No Implied Amendments. Except as specifically amended by this Amendment, each of the LLC Agreements shall remain in full force and effect in accordance with their respective terms, and each of the LLC Agreements are each hereby ratified and confirmed by the respective parties thereto.

Section 5. Benefit of the Agreement. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Except as expressly provided herein, none of the provisions of this Amendment are intended for the benefit of any Person except the parties hereto.

Section 6. Headings. The headings used in this Amendment are for convenience of reference only and shall not be deemed to limit, characterize or in any way affect the interpretation of any provision of this Amendment.

Section 7. GOVERNING LAW. THIS AMENDMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION.

Section 8. Counterparts. This Amendment may be executed on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Master Amendment Agreement to be duly executed and delivered by their proper and duly authorized officers effective as of the day and year first above written.

TERMO SANTANDER HOLDING, L.L.C.,
a Delaware limited liability company

By: /s/ Lynn A.Lednický
Name: Lynn A.Lednický
Title:

DYNEGY POWER CORP.,
a Delaware corporation

By: /s/ Lynn A.Lednický
Name: Lynn A.Lednický
Title:

NRG ROCKY ROAD LLC,
a Delaware limited liability company

By: /s/ Scott J. Davido
Name: Scott J. Davido
Title: Vice President

NRG WEST COAST LLC
(formerly known as NRG WEST COAST INC.),
a Delaware corporation

By: /s/ Scott J. Davido
Name: Scott J. Davido
Title: Vice President

Signature Page To Master Amendment Agreement

LIMITED LIABILITY COMPANY AGREEMENT

OF

WEST COAST POWER LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT (the "Agreement") of West Coast Power LLC (the "Company") dated as of this 30th day of June 1999 (the "Effective Date"), by WCP (Generation) Holdings LLC as the sole member of the Company (the "Member").

RECITALS

1. Subsidiaries of NRG Energy, Inc. ("NRG") and Dynegy Power Corp. currently hold equal ownership interests in four independent power projects, El Segundo Power, LLC, Long Beach Generation LLC, Cabrillo Power I LLC and Cabrillo Power II LLC (the "Initial Project Companies").
2. NRG and DPC have decided that in order to maximize the efficiency and potential of the Initial Project Companies, it is in their best interests to form a new limited liability company, to be owned by WCP (Generation) Holdings LLC (a Delaware limited liability company in which NRG and DPC, directly or indirectly, hold equal membership interests), for the purpose of consolidating their ownership interests in all of the Initial Project Companies and for acquiring, owning and managing the operations of such additional power generation assets as the Company may determine.
3. Therefore, NRG and DPC desire that the Member, of which they are the sole owners, enter into this Agreement to form the Company (as defined below) and to address various matters relating to the Company.

ARTICLE 2

1.1 **Definitions.** As used in this Agreement, the following terms have the respective meanings set forth below or set forth in the Sections referred to below:

"Act" - the Delaware Limited Liability Company Act, as amended.

“Additional Project Companies” - such additional entities beyond the Initial Project Companies as the Company may acquire in accordance with this Agreement, if any.

“Affiliate” - with respect to any Person, (a) each entity that such Person Controls; (b) each Person that Controls such Person, including, in the case of the Member, the Member’s Parents; and (c) each entity that is under common Control with such Person, including, in the case of the Member, each entity that is Controlled by either one of the Member’s Parents. Affiliation shall have a corresponding meaning.

“Agreement” - introductory paragraph.

“Alternative Representative” - Section 6.2(a).

“Bankruptcy or Bankrupt” - with respect to any Person, that (a) such Person (i) makes a general assignment for the benefit of creditors; (ii) files a voluntary bankruptcy petition; (iii) becomes the subject of an order for relief or is declared insolvent in any federal or state bankruptcy or insolvency proceedings; (iv) files a petition or answer seeking for such Person a reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any Law; (v) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against such Person in a proceeding of the type described in subclauses (i) through (iv) of this clause (a); or (vi) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of such Person or of all or any substantial part of such Person’s properties; or (b) against such Person, a proceeding seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any Law has been commenced and 60 Days have expired without dismissal thereof or with respect to which, without such Person’s consent or acquiescence, a trustee, receiver, or liquidator of such Person or of all or any substantial part of such Person’s properties has been appointed and 60 Days have expired without the appointment having been vacated or stayed, or 60 Days have expired after the date of expiration of a stay, if the appointment has not previously been vacated.

“Budget” - the annual budget for the Company that is approved by the Executive Committee, as such may be amended from time to time. The Budget shall cover both operating and capital items.

“Business Day” - any day other than a Saturday, a Sunday, or a holiday on which national banking associations in Minneapolis, Minnesota or Houston, Texas are closed.

“Capital Contribution” - the amount of money and the net agreed value of any property (other than money) contributed to the Company by the Member. Any reference in this Agreement to the Capital Contribution of the Member shall include a Capital Contribution of its predecessors in interest.

“Certified Public Accountants” - a firm of independent public accountants selected from time to time by the Executive Committee.

“Claim” - any and all judgments, claims, causes of action, demands, lawsuits, suits, proceedings, Governmental investigations or audits, losses, assessments, fines, penalties, administrative orders, obligations, costs, expenses, liabilities and damages (whether actual, consequential or punitive), including interest, penalties, reasonable attorney’s fees, disbursements and costs of investigations, deficiencies, levies, duties and imposts.

“Code” - the Internal Revenue Code of 1986, as amended.

“Company” - West Coast Power LLC, a Delaware limited liability company.

“Complete Control” - the possession, directly or indirectly, through one or more intermediaries, of both of the following:

(a) (i) in the case of a corporation, all of the outstanding voting securities thereof; (ii) in the case of a limited liability company, partnership, limited partnership or venture, the right to all of the distributions therefrom (including liquidating distributions); (iii) in the case of a trust or estate, including a business trust, all of the beneficial interest therein; and (iv) in the case of any other entity, all of the economic or beneficial interest therein; and

(b) in the case of any entity, the power and authority to completely control the management of the entity.

“Confidential Information” - information and data (including all copies thereof) that is furnished or submitted by the Member or its Affiliates, whether oral (and if oral, reduced to writing and marked “confidential” within 10 Days of disclosure), written, or electronic, on a confidential basis to the Executive Committee, and any and all of the activities and studies relating to the economics or performance of the Project and/or the Company performed pursuant to this Agreement, and the resulting information and data obtained from those studies. Notwithstanding the foregoing, the term “Confidential Information” shall not include any information that:

- (a) is in the public domain at the time of its disclosure or thereafter;
- (b) as to the Member, was in the possession of the Member or its Affiliates prior to the execution of this Agreement; or
- (c) is engineering information (for example, heat balance and capital cost information) that has been independently acquired or developed by the Member or its Affiliates without violating any of the obligations of the Member or its Affiliates under this Agreement.

“Control” - the possession, directly or indirectly, through one or more intermediaries, of either of the following:

- (a) (i) in the case of a corporation, 50% or more of the outstanding voting securities thereof; (ii) in the case of a limited liability company, partnership, limited partnership or venture, the right to 50% or more of the distributions therefrom (including liquidating distributions); (iii) in the case of a trust or estate, including a business trust, 50% or more of the beneficial interest therein; and (iv) in the case of any other entity, 50% or more of the economic or beneficial interest therein; or
- (b) in the case of any entity, the power or authority, through ownership of voting securities, by contract or otherwise, to exercise a controlling influence over the management of the entity.

“Covered Person” - Section 6.6.

“Day” - a calendar day; provided, however, that, if any period of Days referred to in this Agreement shall end on a Day that is not a Business Day, then the expiration of such period shall be automatically extended until the end of the first succeeding Business Day.

“Delaware Certificate” - Section 2.1.

“Dissolution Event” - Section 9.1.

“DPC” - Recital 1.

“DPC Representatives” - Section 6.2(a).

“Effective Date” - introductory paragraph.

“Encumber, Encumbering, or Encumbrance” - the creation of a security interest, lien, pledge, mortgage or other encumbrance, whether such encumbrance be voluntary, involuntary or by operation of Law.

“Executive Committee” - Section 6.2.

“Governmental Authority (or Governmental)” - a federal, state, local or foreign governmental authority; a state, province, commonwealth, territory or district thereof; a county or parish; a city, town, township, village or other municipality; a district, ward or other subdivision of any of the foregoing; any executive, legislative or other governing body of any of the foregoing; any agency, authority, board, department, system, service, office, commission, committee, council or other administrative body of any of the foregoing; any court or other judicial body; and any officer, official or other representative of any of the foregoing.

“Initial Project Companies” - Recital 1.

“Including” - including, without limitation.

“ISO” - the California Independent System Operator, a California non-profit corporation.

“Law” - any applicable constitutional provision, statute, act, code (including the Code), law, regulation, rule, ordinance, order, decree, ruling,

proclamation, resolution, judgment, decision, declaration, or interpretative or advisory opinion or letter of a Governmental Authority having valid jurisdiction.

“Manager” - Section 6.3

“Member” - any Person executing this Agreement as of the date of this Agreement as a member.

“NRG” - Recital 1.

“NRG Representative” - Section 6.2(a).

“Officer” - any Person designated as an officer of the Company as provided in Section 6.2(i), but such term does not include any Person who has ceased to be an officer of the Company.

“Parent” - DPC and NRG.

“Permits” - all permits, licenses, approvals or other actions of Governmental Authorities that are required for the ownership and operation of the Project, as contemplated by this Agreement.

“Person” - the meaning assigned that term in Section 18-101(11) of the Act and also includes a Governmental Authority and any other entity.

“Projects” - the independent power projects owned by the Initial Project Companies and such additional independent power projects owned by the Additional Project Companies, if any.

“Project Agreements” - each of the “Project Agreements” as such term is defined separately in each of the Project LLC Agreements and such additional agreements as the Company or the Project Companies may enter into in connection with the acquisition, operation or ownership of the Projects in accordance with the terms of this Agreement.

“Project Companies” - the Initial Project Companies, the Additional Project Companies and any other direct or indirect subsidiaries formed from time to time by the Company.

“Project LLC Agreements” - the limited liability company agreements of each of the Project Companies.

“Representative” - Section 6.2(a).

“Term” - Section 2.6.

“Wholly-Owned Affiliate” - with respect to any Person, (a) each entity that such Person Completely Controls; (b) each Person that Completely Controls such Person, including, in the case of the Member, the Member’s Parents; and (c) each entity that is under common Complete Control with such Person, including, in the case of the Member, each entity that is Completely Controlled by either one of NRG or Dynegy.

Other terms defined herein have the meanings so given them.

1.2 **Construction.** Unless the context requires otherwise: (a) the gender (or lack of gender) of all words used in this Agreement includes the masculine, feminine, and neuter; (b) references to Articles and Sections refer to Articles and Sections of this Agreement; (c) references to Exhibits refer to the Exhibits attached to this Agreement, each of which is made a part hereof for all purposes; (d) references to Laws refer to such Laws as they may be amended from time to time, and references to particular provisions of a Law include any corresponding provisions of any succeeding Law; and (e) references to money refer to legal currency of the United States of America.

ARTICLE 4 ORGANIZATION

2.1 **Formation.** The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation, dated as of February 9, 1999 (the “Delaware Certificate”), with the Secretary of State of Delaware pursuant to the Act.

2.2 **Name.** The name of the Company is “West Coast Power LLC” and all company business must be conducted in that name or such other name that complies with Law as the Executive Committee may select.

2.3 **Registered Office; Registered Agent; Principal Office in the United States; Other Offices.** The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Delaware Certificate or such other office (which need not be a place of business of the Company) as the Executive Committee may designate in the manner provided by Law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Delaware Certificate or such other Person or Persons as the Executive Committee may designate in the manner provided by Law. The principal office of the Company in the United States shall be at such place as the Executive Committee may designate, which need not be in the State of Delaware, and the Company shall maintain records there or such other place as the Executive Committee shall designate and shall keep the street address of such principal office at the registered office of the Company in the State of Delaware. The Company may have such other offices as the Executive Committee may designate.

2.4 **Business of the Company.** Subject to the limitations on the activities of the Company otherwise specified in this Agreement, the sole business of the Company shall be to acquire, own, hold and manage one hundred percent of the membership interests in the Project Companies, as defined in and subject to the terms of the limited liability company agreements of such Project Companies, and to provide such administrative and financing assistance to the Project Companies as the Executive Committee shall determine may be appropriate or desirable from time to time. Subject to the terms of this Agreement, the Company shall possess and may exercise all the powers and privileges granted by the Act or by any other law or by this Agreement, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business purposes or activities of the Company.

2.5 **Foreign Qualification.** Prior to the Company's conducting business in any jurisdiction other than Delaware, the Executive Committee shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Executive Committee, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction. At the request of the Executive Committee, the Member shall execute, acknowledge, swear to and deliver all certificates and other instruments conforming with this Agreement that are necessary or appropriate to qualify, continue or terminate the Company as a foreign limited liability company in all such jurisdictions in which the Company may conduct business.

2.6 **Term.** The period of existence of the Company (the "Term") commenced on the date of the filing of the Delaware Certificate and shall end at such time as the certificate of cancellation is filed with the Secretary of State of Delaware in accordance with Section 9.3.

2.7 **Title to Company Property.** Legal title to all property of the Company shall be held and vested and conveyed in the name of the Company and no real or other property of the Company shall be deemed to be owned by the Member individually.

**ARTICLE 6
THE MEMBER**

3.1 The Member; Membership Certificates.

(a) The name and address of the Member is as follows:

<u>Name</u>	<u>Address</u>
WCP (Generation) Holdings LLC	c/o NRG North America Symphony Towers Suite 2740 750 "B" Street San Diego, California 92101

(b) Membership certificates of the Company shall be in such form as shall be approved by the Member and shall be signed in the name of the Company by an officer of the Company. Any or all of the signatures on a certificate may be a facsimile. In case any officer who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer before such certificate is issued, the certificate may be issued by the Company with the same effect as if he or she were such officer at the date of issue.

(c) The Company may issue a new membership certificate in place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Company may require the Member, or his or her legal representative, to give the Company a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of any such new certificate.

3.2 ***Representations, Warranties and Covenants.***

(a) The Member hereby represents, warrants and covenants to the Company that the following statements are true and correct as of the Effective Date and shall be true and correct at all times that the Member is a Member:

(i) the Member is duly organized or formed (as applicable), validly existing, and (if applicable) in good standing under the Law of the jurisdiction of its organization or formation; if required by applicable Law, the Member is duly qualified and in good standing in the jurisdiction of its principal place of business, if different from its jurisdiction of organization or formation; and the Member has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and all necessary actions by the board of directors, shareholders, managers, members, partners, trustees, beneficiaries, or other applicable Persons necessary for the due authorization, execution, delivery, and performance of this Agreement by the Member have been duly taken;

(ii) the Member has duly executed and delivered this Agreement and the other documents contemplated herein, and they constitute the legal, valid and binding obligation of the Member enforceable against it in accordance with their terms (except as may be limited by bankruptcy, insolvency or similar Laws of general application and by the effect of general principles of equity, regardless of whether considered at law or in equity); and

(iii) the Member's authorization, execution, delivery, and performance of this Agreement does not and will not (x) conflict with, or result in a breach, default or violation of, (A) the organizational documents of the Member, (B) any contract or agreement to which the Member is a party or is otherwise subject, or (C) any Law, order, judgment, decree, writ, injunction or arbitral award to which the Member is subject; or (y) require any consent, approval or authorization from, filing or registration with, or notice to, any Governmental Authority or other Person, unless such requirement has already been satisfied.

(b) The Member hereby represents, warrants and covenants to the Company that, at the time of contribution of assets to the Company in accordance with Section 4.1 of this Agreement, such assets are owned free and clear of any and

all Encumbrances other than Encumbrances expressly approved by the Executive Committee.

3.2 **Access to Information.** The Member shall be entitled to receive any information that it may reasonably request concerning the Company; provided, however, that this Section 3.2 shall not obligate the Company or the Executive Committee to create any information that does not already exist at the time of such request (other than to convert existing information from one medium to another, such as providing a printout of information that is stored in a computer database). The Member shall also have the right, upon reasonable notice, and at all reasonable times during usual business hours to inspect the properties of the Company and to audit, examine and make copies of the books of account and other records of the Company. Such right may be exercised through any agent or employee of the Member designated in writing by it or by an independent public accountant, engineer, attorney or other consultant so designated. The Member shall bear all costs and expenses incurred in any inspection, examination or audit made on the Member's behalf. Moreover, the Member shall indemnify the Company for any and all Claims arising out of or related to any activities of the Member's agent, employee, independent public accountant, engineer, attorney or other consultant while present at and traveling to and from the Project. Confidential Information obtained pursuant to this Section 3.2 shall be subject to the provisions of Section 3.3.

3.3 **Confidential Information.** (a) Except as permitted by Section 3.3(b), (i) the Member shall keep confidential all Confidential Information and shall not disclose any Confidential Information to any Person, including any of its Affiliates, and (ii) the Member shall use the Confidential Information only in connection with the business of the Company.

(b) Notwithstanding Section 3.3(a), but subject to the other provisions of this Section 3.3, the Member may make the following disclosures and uses of Confidential Information:

- (i) disclosures and uses that are approved by the Executive Committee;
- (ii) disclosures to a Wholly-Owned Affiliate of the Member, if such Wholly-Owned Affiliate has agreed to abide by the terms of this Section 3.3;

(iii) disclosures to a Person that is not the Member or an Affiliate of the Member, if such Person has been retained to provide services by the Member in connection with the Company or the Member's interest in the Company and has agreed to abide by the terms of this Section 3.3;

(iv) disclosures to lenders, potential lenders or other Persons providing financing for the Project or to potential equity purchasers, in each case if such Persons have agreed to abide by the terms of this Section 3.3;

(v) disclosures to Governmental Authorities that are necessary to operate the Project consistent with the Project Agreements and applicable Law;

(vi) disclosures that the Member is legally compelled to make by deposition, interrogatory, request for documents, subpoena, civil investigative demand, order of a court of competent jurisdiction, or similar process, or otherwise by Law or securities exchange requirements; provided, however, that prior to any such disclosure, the Member shall, to the extent legally permissible:

(A) provide the Executive Committee with prompt notice of such requirements so that the Executive Committee may seek a protective order or other appropriate remedy or waive compliance with the terms of Section 3.3(a);

(B) consult with the Executive Committee on the advisability of taking steps to resist or narrow such disclosure; and

(C) cooperate with the Executive Committee in any attempt it may make to obtain a protective order or other appropriate remedy or assurance that confidential treatment will be afforded the Confidential Information; and in the event such protective order or other remedy is not obtained, or the Executive Committee waives compliance with the provisions hereof, the Member agrees (I) to furnish only that portion of the Confidential Information that the Executive Committee is advised by counsel to the Member is legally required and (II) to exercise all reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

(c) The Member shall take such precautionary measures as may be required to ensure (and the Member shall be responsible for) compliance with this Section 3.3 by any of its Affiliates, and its and their directors, officers, employees and agents, and other Persons to which it may disclose Confidential Information in accordance with this Section 3.3.

(d) The Member agrees that no adequate remedy at law exists for a breach or threatened breach of any of the provisions of this Section 3.3, the continuation of which unremedied breach will cause the Company to suffer irreparable harm. Accordingly, the Member agrees that the Company shall be entitled, in addition to other remedies that may be available to it, to immediate injunctive relief from any breach of any of the provisions of this Section 3.3 and to specific performance of its rights hereunder, as well as to any other remedies available at law or in equity.

(e) The obligations of the Member under this Section 3.3 shall terminate on the third anniversary of the end of the Term.

3.4 **Liability to Third Parties.** The Member shall not be liable for the debts, obligations or liabilities of the Company, unless such liability is expressly agreed to in writing by the Member.

ARTICLE 8 CAPITAL CONTRIBUTIONS

4.1 **Capital Contributions.** Without creating any rights in favor of any third party, the Member shall contribute to the Company on the Effective Date a Capital Contribution in an amount determined by the Executive Committee to be appropriate for current working capital, and thereafter, on or before the date specified as hereinafter described, the Member shall contribute to the Company monies and other assets that, in the judgment of the Executive Committee are necessary to enable the Company to pursue the business purposes specified in Section 2.4. The Executive Committee shall notify the Member of the need for Capital Contributions pursuant to this Section 4.1 when appropriate, which notice must include a statement in reasonable detail of the proposed uses of the Capital Contributions and a date (which date may be no earlier than the fifth Business Day following the Member's receipt of its notice) before which the Capital Contributions must be made.

4.2 **Loans.** If the Company does not have sufficient cash to pay its obligations, the Member may, with the consent of the Executive Committee, advance all or part of the needed funds to or on behalf of the Company. An advance described in this Section 4.2 constitutes a loan from the Member to the Company, bears interest at a rate determined by the Executive Committee from the date of the advance until the date of payment, and is not a Capital Contribution.

4.3 **Return of Contributions.** Except as expressly provided herein, the Member is not entitled to the return of any part of its Capital Contributions or to be paid interest in respect of its Capital Contributions. An unrepaid Capital Contribution is not a liability of the Company.

ARTICLE 10 PROFITS, LOSSES AND DISTRIBUTIONS

5.1 **Distributions or Requests for Capital Contributions.** Distributions to the Member shall be made in such aggregate amounts and at such times as shall be determined by the Executive Committee.

5.2 **Distributions on Dissolution and Winding Up.** Upon the dissolution and winding up of the Company, all available proceeds distributable to the Member as determined under Section 9.2 shall be distributed to the Member.

5.3 **Profits and Losses.** For financial accounting and tax purposes, the Company's net profits or net losses shall be determined on an annual basis in accordance with the manner in which profit or loss is determined for Federal income tax purposes. In each year, profits and losses shall be allocated entirely to the Member.

5.4 **Withholding Taxes.** The Company is authorized to withhold from distributions to the Member and to pay over to a Federal, state or local government, any amounts required to be withheld pursuant to the Code or any provisions of any other Federal, state or local law. Any amounts so withheld shall be treated as having been distributed to the Member pursuant to this Article 5 for all purposes of this Agreement, and shall be offset against the current or next amounts otherwise distributable to the Member.

ARTICLE 6
MANAGEMENT

6.1 **Management by Member.** Subject to such matters which are expressly reserved hereunder or under the Act to the Member for decision, the business and affairs of the Company shall be managed by the Executive Committee, as set forth in Section 6.2, which shall be responsible for policy setting, approving the overall direction of the Company and making all decisions affecting the business and affairs of the Company.

6.2 **Executive Committee.** The Member shall act through meetings as a “committee of the whole,” which is hereby named the “*Executive Committee*.” The Executive Committee shall conduct its affairs in accordance with the following provisions and the other provisions of this Agreement:

(a) **Representatives.**

(i) **Designation.** To facilitate the orderly and efficient conduct of Executive Committee meetings, the Member shall identify four officers, employees or agents, two from each of DPC and NRG, who will represent it at such meetings (two “DPC Representatives” and two “NRG Representatives”, each a “Representative”). In addition, the Member may (but shall have no obligation to) identify other officers, employees or agents who will substitute for a DPC Representative or an NRG Representative at any meeting that such Representative is unable to attend (each an “Alternate Representative”). (The term “Representative” shall also refer to any Alternate Representative that is actually performing the duties of the applicable Representative.) The initial Representatives of the Member are set forth on Exhibit A attached hereto.

(ii) **Authority.** Subject to Section 6.2(f), the Executive Committee shall have the full authority to act on behalf of the Member. In addition, the act of an Alternate Representative shall be deemed the act of the Representative for which such Alternate Representative is acting, without the need to produce evidence of the absence or unavailability of such Representative.

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(iii) **Attendance.** The Member shall use all reasonable efforts to cause its Representatives or Alternate Representatives to attend each meeting of the Executive Committee, unless its Representatives are unable to do so because of a “force majeure” event or other event beyond a Representative’s reasonable control, in which event the Member shall use all reasonable efforts to cause its Representatives or Alternate Representatives to participate in the meeting by telephone pursuant to Section 6.2(h).

(b) **Chairman and Secretary.** One of the Representatives will be designated as Chairman of the Executive Committee, in accordance with this Section 6.2(b), to preside over meetings of the Executive Committee. Until the first anniversary of the Effective Date, the Chairman shall be a Representative designated by NRG. Thereafter, the Chairmanship shall be alternated on an annual basis between Representatives designated in turn by each of DPC and NRG. The Executive Committee shall also designate a Secretary of the Executive Committee, who need not be a Representative.

(c) **Procedures.** The Secretary of the Executive Committee shall maintain written minutes of each of its meetings, which shall be submitted for approval no later than the next regularly scheduled meeting. The Executive Committee may adopt whatever rules and procedures relating to its activities as it may deem appropriate, provided that such rules and procedures shall not be inconsistent with or violate the provisions of this Agreement.

(d) **Time and Place of Meetings.** The Executive Committee shall meet quarterly, subject to more or less frequent meetings upon approval of the Executive Committee. Special meetings of the Executive Committee may be called at such times, and in such manner, as the Member deems necessary.

(e) **Quorum.** The presence of one DPC Representative and one NRG Representative shall constitute a quorum for the transaction of business at any meeting of the Executive Committee.

(f) **Voting.** Except as provided otherwise in this Agreement, the affirmative vote of three of the Representatives at a meeting of the Executive Committee shall constitute the act of the Executive Committee.

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(g) **Action by Written Consent.** Any action required or permitted to be taken at a meeting of the Executive Committee may be taken without a meeting, without prior notice, and without a vote if a consent or consents in writing, setting forth the action so taken, is signed by the Member.

(h) **Meetings by Telephone.** The Member may participate in and hold such meetings by means of conference telephone, video conference or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting.

(i) **Subcommittees.** The Executive Committee may create such subcommittees, delegate to such subcommittees such authority and responsibility, and rescind any such delegations, as it may deem appropriate.

(j) **Officers.** The Executive Committee may designate one or more Persons to be officers of the Company. Any Officers so designated shall have such titles and, subject to the other provisions of this Agreement, have such authority and perform such duties as the Executive Committee may specifically delegate to them and shall serve at the pleasure of the Executive Committee.

6.3 **Manager.** The Member may designate a manager of the Company (the “Manager”), who may be an employee of the Member (or a Wholly-Owned Affiliate).

(a) **Manager's Duties.** The manager shall, under the direction of the Executive Committee, perform the following duties:

- (i) generally direct and coordinate the day-to-day business activities of the Company, subject to subsection 6.3(b) below;
- (ii) prepare and submit for approval the Budget, business plans, forecasts, and amendments/supplements thereto;
- (iii) monitor and ensure compliance by the Company with the terms and conditions of all financing agreements and other lender requirements;
- (iv) monitor and ensure compliance by the Company with laws, regulations, permits and directives of governmental agencies with

jurisdiction over the Project and its operations, including without limitation the ISO, the California Power Exchange, the Federal Energy Regulatory Commission and the California Public Utilities Commission;

- (v) represent the Company in public and community relations;
- (vi) prepare and submit summary reports;
- (vii) administer the services of outside professional consultants engaged by the Manager to perform his or her duties described herein; and
- (vii) perform any other duties specifically delegated to the Manager by the Executive Committee.

(b) Limitations on Manager's Authority. Notwithstanding the above, without the prior written approval of the Executive committee, the Manager shall not take any actions with respect to:

- (i) the borrowing of money or other financings;
- (ii) the making of loans or advances or granting of financial or operating guarantees;
- (iii) the sale or lease of any asset or group of assets (other than in the ordinary course of business);
- (iv) the acquisition of any asset or group of assets (other than in the ordinary course of business);
- (v) the negotiation of, entering into, termination of, or material amendment or modification of any labor contracts or any other agreement pertaining to the business, finances or operations of the Company;
- (vi) changes in or adoption of accounting practices or the engagement or termination of the Company's Certified Public Accountants;
- (vii) changes in or adoption of any material tax position or policy;

- (viii) acquiring any insurance coverage or any material change therein;
- (ix) distributions to the Member of cash or other assets;
- (x) approval of any capital improvements budget, any capital maintenance budget or any operating budget, which are part of the Budget;
- (xi) any commitment or expenditure more than 10% in excess of any annual budgeted amounts set forth in the Budget, or any expenditure in excess of other budgeted amounts under any capital maintenance budget or any capital improvements budget previously approved by the Executive Committee;
- (xii) material contracts or transactions with the Member or an Affiliate of the Member;
- (xiii) renewal or termination of any agreement between the Company and the Member or an Affiliate of the Member, or the modification or amendment of any material term of any agreement between the Company and the Member or an Affiliate of the Member;
- (xiv) employment of attorneys in connection with any legal claim or settlement of any action relating to a legal claim which could have a material effect on the Company or the Member;
- (xv) the entering into of any new line of business;
- (xvi) the making, execution or delivery of any assignment of judgment, chattel mortgage, deed, guarantee, indemnity bond, surety bond or contract to sell all or substantially all of the property of the Company; or
- (xvii) any merger, consolidation, reorganization, creation of subsidiaries or entering into any joint ventures.

The Manager shall have only the specific duties set forth herein or delegated by the Executive Committee and authority to perform those duties; shall have no right to make contributions to, or to share in the profits and losses of, and

distributions from, the Company; and shall have no right to vote on any matter pertaining to the Company.

(c) Service and Compensation. Notwithstanding that the Manager shall be an employee of the Member (or its Wholly-Owner Affiliate), the Manager shall discharge the duties set forth above. The Manager may engage other employees of the Member (or its Wholly-Owned Affiliate) of which the Manager is an employee, and/or third party contractors, to assist the Manager in discharging the duties described above. Subject to the provisions next below, the Company shall pay to the Member (or its Wholly-Owned Affiliate, as applicable), and such other employees of the Member (or its Wholly-Owned Affiliate) who are assisting the Manager, for the man-hours expended by the Manager and such other employees (rounded to the nearest quarter of a man-hour) at the rates set forth in Exhibit B attached hereto (which rates each shall escalate on the first day of each calendar year during the term hereof by an amount which is 3% of the rate applicable during the prior calendar year).

The Manager shall provide to the Executive Committee, as part of the Budget, an annual budget with respect to services performed by the Manager, employees and third party contractors, as described above, and for other costs associated therewith. Any payment for services or third party contractor expenses which causes the annual budgeted amount for a budgeted category to be exceeded by 10% shall require approval of the Executive Committee. The annual budget for services to be performed by the Manager shall be reviewed quarterly by the Manager and the Executive Committee, and shall be revised as appropriate. In addition, the Manager shall communicate promptly to the Executive Committee any significant variances from estimates set forth in the Budget with respect to the services of the Manager, employees and third party contractors.

(d) Indemnification. The Company shall indemnify, protect, defend, release and hold harmless the Manager from and against any Claims asserted by or on behalf of any Person other than the Claims of the Member (or Wholly-Owned Affiliate of the Member) of which the Manager is an employee based on such employment relationship (which shall be an internal corporate affair of the Member or Wholly-Owned Affiliate of the Member), that arise out of, relate to or are otherwise attributable to, directly or indirectly, the Manager's performance of his or her duties on behalf of the Company, except for claims arising out of the fraud or willful misconduct of the Manager.

6.4 **Affiliate Agreements.** (a) Pursuant to certain agreements set forth in Appendix A, the Company has contracted with the Member or Affiliates of the Member for all or some of the services that are required for the Company (the "Affiliate Agreements"). The terms of all of the Affiliate Agreements entered into by the Company have been negotiated in good faith on an arm's length basis, with terms that are reasonably competitive with those available in the market from unaffiliated third parties, and consistent with the goals and purposes of Company.

(b) Except for Affiliate Agreements, the Company shall not contract with the Member or an Affiliate of the Member without the approval of at least three Representatives at a meeting of the Executive Committee.

(c) Without the approval of at least three Representatives at a meeting of the Executive Committee, the Company:

(i) shall not enter into agreements with the Project Companies other than "Affiliate Agreements" as defined in each of the Project LLC Agreements;

(ii) agrees that, as the sole member of each of the Project Companies, it shall not permit the Project Companies to enter into agreements with the Member or Affiliates of the Member other than "Affiliate Agreements" as defined in each of the Project LLC Agreements.

6.5 **Disclaimer of Duties and Liabilities.** (a) NEITHER THE MEMBER NOR THE MANAGER SHALL OWE ANY DUTY (INCLUDING ANY FIDUCIARY DUTY) TO THE COMPANY, OTHER THAN THE DUTIES THAT ARE EXPRESSLY SET FORTH IN THIS AGREEMENT.

(b) NEITHER THE MEMBER NOR THE MANAGER SHALL BE LIABLE (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; PROVIDED, HOWEVER, THAT THE MEMBER OR THE MANAGER SHALL BE LIABLE FOR ANY CLAIMS BY OR ON BEHALF OF ANY PERSON ARISING FROM OR RELATED TO FRAUDULENT ACTS OR WILLFUL MISCONDUCT OF THE MEMBER OR THE MANAGER, RESPECTIVELY.

(c) THE OBLIGATIONS OF THE MEMBER UNDER THIS AGREEMENT ARE OBLIGATIONS OF THE MEMBER ONLY, AND NO RECOURSE SHALL BE AVAILABLE AGAINST ANY OFFICER, DIRECTOR

OR AFFILIATE OF THE MEMBER, EXCEPT AS PERMITTED UNDER APPLICABLE LAW.

6.6 **Exculpation; Indemnification.** (a) Notwithstanding any other provisions of this Agreement, whether express or implied, or obligation or duty at law or in equity, none of the Member, Manager, or any officers, directors, stockholders, partners, employees, representatives or agents of any of the foregoing, nor any officer, employee, representative or agent of the Company or any of its affiliates (individually, a "Covered Person" and, collectively, the "Covered Persons") shall be liable to the Company or any other person for any act or omission (in relation to the Company, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted by a Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

(b) To the fullest extent permitted by law, the Company shall indemnify and hold harmless each Covered Person from and against any and all Claims in which the Covered Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Section 6.6 with respect to (i) any Claim with respect to which such Covered Person has engaged in fraud, willful misconduct, bad faith or gross negligence or (ii) any Claim initiated by such Covered Person unless such Claim (or part thereof) (A) was brought to enforce such Covered Person's rights to indemnification hereunder or (B) was authorized or consented to by the Executive Committee. Expenses incurred by a Covered Person in defending any Claim shall be paid by the Company in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Section 6.6(b).

(c) Any repeal or modification of this Section 6.6 by the Member shall not adversely affect any rights of such Covered Person pursuant to this Section 6.6, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

**ARTICLE 7
TAX MATTERS**

7.1 **Tax Returns.** The Member shall prepare and timely file (on behalf of the Company) all federal, state and local tax returns required to be filed by the Company. The Company shall bear the costs of the preparation and filing of its returns, including the costs of any audit of its returns by any Governmental Authority.

**ARTICLE 8
BOOKS, RECORDS, REPORTS, AND BANK ACCOUNTS**

8.1 **Maintenance of Books.** (a) The Executive Committee shall keep or cause to be kept at the principal office of the Company or at such other location approved by the Executive Committee complete and accurate books and records of the Company, supporting documentation of the transactions with respect to the conduct of the Company's business and minutes of the proceedings of the Member and the Executive Committee, and any other books and records that are required to be maintained by applicable Law.

(b) The books of account of the Company shall be (i) maintained on the basis of a fiscal year that is the calendar year, (ii) maintained on an accrual basis in accordance with generally accepted accounting principles, consistently applied, and (iii) audited by the Certified Public Accountants at the end of each calendar year.

8.2 **Reports.** (a) With respect to each calendar year, the Executive Committee shall prepare and deliver to the Member:

(i) Within 60 Days after the end of such calendar year, a profit and loss statement and a statement of cash flows for such year, together with agreement of such statements by the Certified Public Accountants, and within 75 Days after the end of such calendar year, audited financial statements along with an audit opinion of the Certified Public Accountants; and

(ii) Such federal, state and local income tax returns and such other accounting, tax information and schedules as shall be necessary for the preparation by the Member on or before July 15 following the end of each calendar year of its income tax return with respect to such year.

(b) By 10:00 a.m. Central Standard Time on any day which is within 5 Business Days after the end of each calendar month, the Executive Committee shall cause to be prepared and delivered to the Member the estimated net income and estimated revenues and expenses for such month (provided that the Executive Committee may change the financial statements required by this Section 8.2(b) to a quarterly basis or make such other change therein as it may deem appropriate).

(c) Within 15 Days after the end of each calendar month, the Executive Committee shall cause to be prepared and delivered to the Member, with an appropriate certificate of the Person authorized to prepare the same (provided that the Executive Committee may change the financial statements required by this Section 8.2(c) to a quarterly basis or may make such other change therein as it may deem appropriate):

(i) A profit and loss statement and a statement of cash flows for such month (including sufficient information to permit the Member to calculate its tax accruals), for the portion of the calendar year then ended; and

(ii) A statement comparing the actual financial status and results of the Company as of the end of or for such month and the portion of the calendar year then ended with the budgeted or forecasted status and results as of the end of or for such respective periods.

(d) The Executive Committee shall also cause to be prepared and delivered to the Member such other reports, forecasts, studies, budgets and other information as the Executive Committee may request from time to time.

8.3 **Bank Accounts.** Funds of the Company shall be deposited in such banks or other depositories as shall be designated from time to time by the Executive Committee. All withdrawals from any such depository shall be made only as authorized by the Executive Committee and shall be made only by check, wire transfer, debit memorandum or other written instruction.

**ARTICLE 9
DISSOLUTION, WINDING-UP AND TERMINATION**

9.1 **Dissolution.** The Company shall dissolve and its affairs shall be wound up on the first to occur of the following events (each a “*Dissolution Event*”):

- (a) the Member votes for dissolution; or
- (b) entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act.

9.2 **Winding-Up and Termination.** (a) On the occurrence of a Dissolution Event, the Member shall act as liquidator. The liquidator shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The reasonable costs of winding up shall be borne as a Company expense. Until final distribution, the liquidator shall continue to operate the Company properties with all of the power and authority of the Member. The steps to be accomplished by the liquidator are as follows:

- (i) as promptly as possible after dissolution and again after final winding up, the liquidator shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company’s assets, liabilities, and operations through the last calendar day of the month in which the dissolution occurs or the final winding up is completed, as applicable;
- (ii) the liquidator shall discharge from Company funds all of the indebtedness, liabilities and obligations of the Company (including all expenses incurred in winding up) or otherwise make adequate provision for payment and discharge thereof (including the establishment of a cash escrow fund for contingent liabilities in such amount and for such term as the liquidator may reasonably determine); and
- (iii) all remaining assets of the Company shall be distributed to the Member as follows:
 - (A) the liquidator may sell any or all Company property, including to the Member;
 - (B) Company property (including cash) shall be distributed to the Members in accordance with Section 5.2.

(b) The distribution of cash or property to the Member in accordance with the provisions of this Section 9.2 constitutes a complete return to the Member of its

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Capital Contributions and a complete distribution to the Member of its membership interest and all the Company’s property and constitutes a compromise to which the Member has consented pursuant to Section 18-502(b) of the Act.

9.3 **Certificate of Cancellation.** On completion of the distribution of Company assets as provided herein, the Member (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5, and take such other actions as may be necessary to terminate the existence of the Company. Upon the filing of such certificate of cancellation, the existence of the Company shall terminate (and the Term shall end), except as may be otherwise provided by the Act or other applicable Law.

**ARTICLE 10
GENERAL PROVISIONS**

10.1 **Offset.** Whenever the Company is to pay any sum to the Member, any amounts that Member owes the Company may be deducted from that sum before payment.

10.2 **Project Financing.** To the extent the Member is able to leverage the Project, the financing will be non-recourse to the Member and its affiliates.

10.3 **Notices.** Except as expressly set forth to the contrary in this Agreement, all notices, requests or consents provided for or permitted to be given under this Agreement must be in writing and must be delivered to the recipient in person, by courier or mail or by facsimile or other electronic transmission. A notice, request or consent given under this Agreement is effective on receipt by the Member; provided, however, that a facsimile or other electronic transmission that is transmitted after the normal business hours of the recipient shall be deemed effective on the next Business Day. All notices, requests and consents to be sent to the Member must be sent to or made at the addresses given for the Member on Exhibit A attached hereto, or such other address as the Member may specify by notice. Whenever any notice is required to be given by Law, the Delaware Certificate or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

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10.4 **Entire Agreement; Superseding Effect.** This Agreement constitutes the entire agreement of the Member and its Affiliates relating to the Company and the transactions contemplated hereby and supersedes all provisions and concepts contained in all prior contracts or agreements between the Member or any of its Affiliates with respect to the Company and the transactions contemplated hereby, whether oral or written, except for the Project LLC Agreements and for liabilities accrued under the Project LLC Agreements.

10.5 **Amendment or Restatement.** This Agreement or the Delaware Certificate may be amended or restated only by a written instrument executed (or, in the case of the Delaware Certificate, approved) by the Member.

10.6 **Binding Effect.** This Agreement is binding on and shall inure to the benefit of the Member and its successors and permitted assigns.

10.7 **Governing Law; Severability. THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION.** In the event of a direct conflict between the provisions of this Agreement and any mandatory, non-waivable provision of the Act, such provision of the Act shall control. If any provision of the Act provides that it may be varied or superseded in a limited liability company agreement (or otherwise by agreement of the members or managers of a limited liability company), such provision shall be deemed superseded and waived in its entirety if this Agreement contains a provision addressing the same issue or subject matter.

10.8 **Further Assurances.** In connection with this Agreement and the transactions contemplated hereby, the Member shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and those transactions.

10.9 **UCC Article 8 Election.** The Company hereby irrevocably elects that all membership interests in the Company shall be securities governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in West Coast Power LLC and shall be a security for purposes of Article 8 of the

Uniform Commercial Code.” This provision shall not be amended, and no such purported amendment to this provision shall be effective until all outstanding certificates have been surrendered for cancellation.

10.10 **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

[Remainder of this page left blank intentionally]

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the day first above written.

WCP (GENERATION) HOLDINGS LLC

By: /s/ Illegible _____
Name:
Title:

WEST COAST POWER LLC SIGNATURE PAGE

EXHIBIT A

Member and Representatives

Name and Address	Sharing Ratio	Parents	Representatives
WCP (Generation) Holdings LLC c/o NRG North America 750 "B" Street, Suite 2740 San Diego, CA 92101 Attn: Senior Counsel Fax: (619) 615-7663	100%	NRG West Coast Inc. Dynergy Power Corp.	Craig A. Mataczynski Stanley M. Marks Lynn A. Lednicky G.P. Manalac

APPENDIX A

Affiliate Agreements

1. Administrative Services Agreement dated June 30, 1999 between West Coast Power LLC and Dynegy Power Management Services, L.P.

Exhibit D

KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS300 North LaSalle
Chicago, Illinois 60654

(312) 862-2000

www.kirkland.com

December 14, 2016

Facsimile:
(312) 862-2200

NRG Energy, Inc.
and the Guarantors set forth on Exhibits A, B, C, D, E, F and G

804 Carnegie Center
Princeton, New Jersey 08540

Re: Registration Statement on Form S-4

Ladies and Gentlemen:

We are issuing this opinion letter in our capacity as special legal counsel to NRG Energy, Inc., a Delaware corporation (the “Issuer”), the Delaware entities set forth on Exhibit A hereto (the “Delaware Guarantors”), the California entity set forth on Exhibit B hereto (the “California Guarantor”), the New York entities set forth on Exhibit C hereto (the “New York Guarantors”), the Texas entities set forth on Exhibit D hereto (the “Texas Guarantors”), the Minnesota entity set forth on Exhibit E hereto (the “Minnesota Guarantor”), the Oregon entity set forth on Exhibit F hereto (the “Oregon Guarantor”), and the Vermont entity set forth on Exhibit G hereto (the “Vermont Guarantor,” and together with the Delaware Guarantors, the California Guarantor, the New York Guarantors, the Texas Guarantors, the Minnesota Guarantor and the Oregon Guarantor, the “Guarantors”). The Guarantors and the Issuer are collectively referred to herein as the “Registrants.” This opinion letter is being delivered in connection with the proposed registration of \$1,000,000,000 in aggregate principal amount of the Issuer’s 7.25% Senior Notes due 2026 (the “Exchange Notes”) pursuant to a Registration Statement on Form S-4 (as supplemented or amended, the “Registration Statement”), filed with the Securities and Exchange Commission (the “Commission”) on December 14, 2016, under the Securities Act of 1933, as amended (the “Securities Act”). The Registration Statement is being filed in accordance with a Registration Rights Agreement entered into by the Issuer, the Guarantors and certain initial purchasers on May 23, 2016, the Exchange Notes are being offered in exchange for \$1,000,000,000 7.25% Senior Notes due 2026 issued by the Issuer on May 23, 2016 (the “Old Notes”) through a private placement exempt from the registration requirements of the Securities Act.

The obligations of the Issuer under the Exchange Notes will be guaranteed by the Guarantors (the “Guarantees”).

The Exchange Notes are to be issued pursuant to the Indenture (the “Base Indenture”), dated as of May 23, 2016, among the Issuer and Delaware Trust Company (successor in interest to Law Debenture Trust Company of New York), as trustee (the “Trustee”), as supplemented by the Supplemental Indenture, dated as of May 23, 2016, among the Issuer, the guarantors party thereto and the Trustee (the “Supplemental Indenture” and together with the Base Indenture, the “Indenture”).

In connection with issuing this opinion letter, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such documents, corporate records and other instruments as we have deemed necessary for the purposes of this opinion, including (i) resolutions of the Registrants with respect to the issuance of the Exchange Notes and the Guarantees, (ii) organizational documents of the Registrants, (iii) the Indenture and (iv) the Registration Statement.

Beijing Hong Kong Houston London Los Angeles Munich New York Palo Alto San Francisco Shanghai Washington, D.C.

For purposes of this opinion, we have assumed the authenticity of all documents submitted to us as originals, the conformity to the originals of all documents submitted to us as copies and the authenticity of the originals of all documents submitted to us as copies. We have also assumed the genuineness of the signatures of persons signing all documents in connection with which this opinion is rendered, the authority of such persons signing on behalf of the parties thereto (other than the Registrants) and the due authorization, execution and delivery of all documents by the parties thereto (other than the Registrants). As to any facts material to the opinions expressed herein which we have not independently established or verified, we have relied upon statements and representations of officers and other representatives of the Registrants and others.

Our opinion expressed below is subject to the qualification that we express no opinion as to the applicability of, compliance with, or effect of (i) any bankruptcy, insolvency, reorganization, fraudulent transfer, fraudulent conveyance, moratorium or other similar law affecting the enforcement of creditors' rights generally, (ii) general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law) or (iii) other commonly recognized statutory and judicial constraints on enforceability including statutes of limitations.

Based upon and subject to the foregoing qualifications, assumptions and limitations and the further limitations set forth below, we are of the opinion that, when (i) the Registration Statement becomes effective, (ii) the Indenture has been duly qualified under the Trust Indenture Act of 1939, as amended, and (iii) the Exchange Notes and the Guarantees have been duly executed and authenticated in accordance with the provisions of the Indenture and duly delivered to holders of the Old Notes in exchange for the Old Notes and the guarantees related thereto, the Exchange Notes will be validly issued and binding obligations of the Issuer and the Guarantees will be validly issued and binding obligations of the Guarantors.

We hereby consent to the filing of this opinion with the Commission as Exhibit 5.01 to the Registration Statement. We also consent to the reference to our firm under the heading "Legal Matters" in the Registration Statement. In giving this consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission.

Our advice on every legal issue addressed in this letter is based exclusively on the law of the States of California, Texas, Delaware and New York or the federal law of the United States. The manner in which any particular issue relating to the opinions would be treated in any actual court case would depend in part on facts and circumstances particular to the case and would also depend on how the court involved chose to exercise the wide discretionary authority generally available to it. For purposes of our opinion with respect to the Minnesota Guarantor, the Oregon Guarantor and the Vermont Guarantor, we have assumed, without conducting any research or investigation with respect thereto, that such Guarantors are validly existing and have the corporate, limited liability company or limited partnership power and authority, as applicable, to execute and deliver the Indenture and to perform their obligations thereunder, including their Guarantees of the Exchange Notes. With respect to such matters, we understand that there have been filed with the Commission as exhibits to the Registration Statement opinions of: (i) Stinson Leonard Street LLP, with respect to the Minnesota Guarantor; (ii) Perkins Coie LLP, with respect to the Oregon Guarantor; and (iii) Paul Frank + Collins P.C., with respect to the Vermont Guarantor. We have made no investigation of, and do not express or imply an opinion on, the laws of such states. This letter is not intended to guarantee the outcome of any legal dispute which may arise in the future. Our opinion herein regarding Delaware law is limited solely to our review of provisions of the General Corporation Law of the State of Delaware, the Limited Liability Company Act of the State of Delaware and the Delaware Revised Uniform Limited Partnership Act; our opinion herein regarding Texas law is limited solely to our review of provisions of the Texas Business Organizations Code; our opinion herein regarding New York law is limited solely to our review of provisions of the New York Business Corporations Law; and our opinion herein regarding California law is limited solely to our

review of provisions of the California Revised Uniform Limited Liability Company Act (including the statutory provisions, all applicable provisions of the Delaware, Texas, New York and California constitutions and reported judicial decisions interpreting the foregoing), without our having made any special investigation as to the applicability of another statute, law, rule or regulation. None of the opinions or other advice contained in this letter considers or covers any foreign or state securities (or “blue sky”) laws or regulations.

This opinion is limited to the specific issues addressed herein, and no opinion may be inferred or implied beyond that expressly stated herein. We assume no obligation to revise or supplement this opinion after the date of effectiveness of the Registration Statement should the present federal laws of the United States or the laws of the States of California, Texas, Delaware or New York be changed by legislative action, judicial decision or otherwise.

This opinion is furnished to you in connection with the filing of the Registration Statement and in accordance with the requirements of Item 601(b)(5)(i) of Regulation S-K promulgated under the Securities Act, and is not to be used, circulated, quoted or otherwise relied upon for any other purposes.

Sincerely,

/s/ Kirkland & Ellis LLP

KIRKLAND & ELLIS LLP

Delaware Guarantors

Allied Home Warranty GP LLC
Arthur Kill Power LLC
Astoria Gas Turbine Power LLC
Bayou Cove Peaking Power, LLC
Cabrillo Power I LLC
Cabrillo Power II LLC
Carbon Management Solutions LLC
Clean Edge Energy LLC
Conemaugh Power LLC
Connecticut Jet Power LLC
Cottonwood Development LLC
Cottonwood Energy Company LP
Cottonwood Generating Partners I LLC
Cottonwood Generating Partners II LLC
Cottonwood Generating Partners III LLC
Cottonwood Technology Partners LP
Devon Power LLC
Dunkirk Power LLC
El Segundo Power, LLC
El Segundo Power II LLC
Energy Alternatives Wholesale, LLC
Energy Plus Holdings LLC
Energy Plus Natural Gas LP
Everything Energy LLC
GCP Funding Company, LLC
Green Mountain Energy Company
Green Mountain Energy Company (NY COM) LLC
Green Mountain Energy Company (NY RES) LLC
Gregory Partners, LLC
Gregory Power Partners LLC
Huntley Power LLC
Independence Energy Alliance LLC
Independence Energy Group LLC
Independence Energy Natural Gas LLC
Indian River Operations Inc.
Indian River Power LLC
Keystone Power LLC
Louisiana Generating LLC
Meriden Gas Turbines LLC
Middletown Power LLC
Montville Power LLC
NEO Freehold-Gen LLC
NEO Power Services Inc.
New Genco GP, LLC
Norwalk Power LLC
NRG Advisory Services 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 Business Services LLC

NRG Cabrillo Power Operations Inc.
NRG California Peaker Operations LLC
NRG Cedar Bayou Development Company, LLC
NRG Connected Home LLC
NRG Connecticut Affiliate Services Inc.
NRG Construction LLC
NRG Curtailment Solutions Holdings LLC f/k/a NRG Curtailment Solutions LLC
NRG Development Company Inc.
NRG Devon Operations Inc.
NRG Dispatch Services LLC
NRG Distributed Generation PR LLC
NRG Dunkirk Operations Inc.
NRG ECOKAP Holdings LLC
NRG El Segundo Operations Inc.
NRG Energy Efficiency-L LLC
NRG Energy Efficiency-P LLC
NRG Energy Labor Services LLC
NRG Energy Services Group LLC
NRG Energy Services International Inc.
NRG Energy Services LLC
NRG Generation Holdings Inc.
NRG Greenco LLC
NRG Home & Business Solutions LLC
NRG Home Solutions LLC
NRG Home Solutions Product LLC
NRG Homer City Services LLC
NRG HQ DG LLC
NRG Huntley Operations Inc.
NRG Identity Protect LLC
NRG Ilion Limited Partnership
NRG Ilion LP LLC
NRG International LLC
NRG Maintenance Services LLC
NRG Mextrans Inc.
NRG MidAtlantic Affiliate Services Inc.
NRG Middletown Operations Inc.
NRG Montville Operations Inc.
NRG New Roads Holdings LLC
NRG North Central Operations Inc.
NRG Northeast Affiliate Services Inc.
NRG Norwalk Harbor Operations Inc.
NRG Operating Services, Inc.
NRG Oswego Harbor Power Operations Inc.
NRG PacGen Inc.
NRG Power Marketing LLC
NRG Reliability Solutions LLC
NRG Renter's Protection LLC
NRG Retail LLC
NRG Retail Northeast 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 SPV #1 LLC
NRG Texas C&I Supply LLC
NRG Texas Holding Inc.
NRG Texas LLC
NRG Texas Power LLC
NRG Unemployment Protection LLC
NRG Warranty Services LLC
NRG West Coast LLC
NRG Western Affiliate Services Inc.
O'Brien Cogeneration, Inc. II
Oswego Harbor Power LLC
RE Retail Receivable LLC
Reliant Energy Northeast LLC
Reliant Energy Power Supply LLC
Reliant Energy Retail Holdings LLC
Reliant Energy Retail Services LLC
RERH Holdings LLC
Saguaro Power LLC
Somerset Operations Inc.
Somerset Power LLC
Texas Genco Financing Corp.
Texas Genco LP, LLC
Texas Genco Operating Services LLC
US Retailers LLC
Vienna Operations Inc.
Vienna Power LLC
WCP (Generation Holdings) LLC
West Coast Power LLC

Exhibit B

California Guarantor

Eastern Sierra Energy Company LLC

New York Guarantors

Ace Energy, Inc.
BidUReenergy, Inc.
NRG Curtailment Solutions, Inc. f/k/a Energy Curtailment Specialists, Inc.

Texas Guarantor

Allied Warranty LLC
Cirro Energy Services, Inc.
Cirro Group, Inc.
Energy Choice Solutions LLC
Forward Home Security, LLC
Langford Wind Power, LLC
NRG Home Services LLC f/k/a Lone Star A/C & Appliance Repair, LLC
NRG South Texas LP
Texas Genco GP, LLC
Texas Genco Holdings, Inc.
Texas Genco Services, LP

Minnesota Guarantor

NEO Corporation

Oregon Guarantor

ONSITE Energy, Inc.

Vermont Guarantor

Energy Protection Insurance Company

Mark S. Weitz
612.335.1517 **DIRECT**
612.335.1657 **DIRECT FAX**
mark.weitz@stinson.com

December 14, 2016

NEO Corporation
211 Carnegie Center
Princeton, NJ 08540

Re: Registration Statement on Form S-4

Ladies and Gentlemen:

We are issuing this opinion letter in our capacity as special counsel to NEO Corporation, a Minnesota corporation (the "Guarantor"), in connection with the Guarantor's proposed guarantee, along with the other guarantors under the Indenture (as defined below), of \$1,000,000,000 in aggregate principal amount of 7.250% Senior Notes due 2026 (the "Notes"). The Notes are to be issued by NRG Energy, Inc., a Delaware corporation (the "Issuer"), in connection with an offering made pursuant to a Registration Statement on Form S-4 (such Registration Statement, as supplemented or amended, is hereinafter referred to as the "Registration Statement"), filed with the Securities and Exchange Commission (the "Commission") on December 14, 2016 under the Securities Act of 1933, as amended (the "Securities Act"). The Registration Statement is being filed in accordance with a Registration Rights Agreement entered into by the Issuer, the guarantors party thereto, including the Guarantor, and certain initial purchasers on May 23, 2016, and the Notes are being offered in exchange for \$1,000,000,000 7.250% Senior Notes due 2026 (the "Old Notes"). The Old Notes were issued by the Issuer on May 23, 2016 through a private placement exempt from the registration requirements of the Securities Act, all of which are eligible to be exchanged for the Notes. The obligations of the Issuer under the Notes will be guaranteed by the Guarantor (the "Guarantee"), jointly and severally with other guarantors. The Notes are to be issued pursuant to the Indenture (the "Indenture"), dated as of May 23, 2016, between the Issuer and Law Debenture Trust Company of New York, as Trustee (the "Trustee"), as supplemented by the Supplemental Indenture, dated as of May 23, 2016 (the "Supplemental Indenture"), among the Issuer, the guarantors set forth therein, including the Guarantor, and the Trustee. The Guarantee is to be issued pursuant to the Indenture and the Supplemental Indenture.

In connection with this opinion, we have examined originals, or copies certified or otherwise identified to our satisfaction, of the following documents, corporate records and other instruments: (i) the articles of incorporation and by-laws of the Guarantor, (ii) a written consent of the sole director of the Guarantor with respect to the issuance of the Guarantee and the

execution of the Supplemental Indenture, (iii) the Registration Statement, (iv) the Indenture and the Supplemental Indenture and (v) the Notation of Guarantee dated May 23, 2016.

For purposes of this opinion, we have assumed the authenticity of all documents submitted to us as originals, the conformity to the originals of all documents submitted to us as copies and the authenticity of the originals of all documents submitted to us as copies. We have also assumed the genuineness of the signatures of persons signing all documents in connection with which this opinion is rendered, the authority of such persons signing on behalf of the parties thereto other than the Guarantor and the due authorization, execution and delivery of all documents by the parties thereto other than the Guarantor. As to any facts material to the opinions expressed herein which we have not independently established or verified, we have relied upon statements and representations of officers and other representatives of the Guarantor, public officials and others.

Our opinions expressed below are subject to the qualifications that we express no opinion as to the applicability of, compliance with, or effect of (i) any bankruptcy, insolvency, reorganization, fraudulent transfer, fraudulent conveyance, moratorium or other similar law affecting the enforcement of creditors' rights generally, (ii) general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law), (iii) public policy considerations which may limit the rights of parties to obtain certain remedies, (iv) any law except the laws of the State of Minnesota and the Minnesota case law decided thereunder and (v) the "Blue Sky" laws and regulations of Minnesota.

Based upon and subject to the assumptions, qualifications, assumptions and limitations and the further limitations set forth below, we are of the opinion that:

1. The Guarantor is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Minnesota.
2. The Indenture and the Supplemental Indenture have been duly authorized, executed and delivered by the Guarantor.
3. The execution and delivery of the Indenture and the Supplemental Indenture by the Guarantor and the performance by the Guarantor of its obligations thereunder (including with respect to the Guarantee) do not conflict with or constitute or result in a breach or default under (or an event which with notice or the passage of time or both would constitute a default under) or result in the creation of a lien or encumbrance under or violation of any of (i) the articles of incorporation, bylaws or other organizational documents of the Guarantor or (ii) Applicable Laws. As used herein, "Applicable Laws" means those laws, rules and regulations of governmental authorities (other than those of counties, towns, municipalities and special political subdivisions) of the State of Minnesota.

4. No consent, waiver, approval, authorization or order of any State of Minnesota court or governmental authority of the State of Minnesota or any political subdivision thereof is required pursuant to any Applicable Laws for the issuance by the Guarantor of the Guarantee.

This opinion is limited to the specific issues addressed herein, and no opinion may be inferred or implied beyond that expressly stated herein. We assume no obligation to revise or supplement this opinion should the present laws of the State of Minnesota be changed by legislative action, judicial decision or otherwise after the effective date of the Registration Statement.

This opinion is furnished to you in connection with the filing by the Issuer of a Registration Statement on Form S-4 which will be incorporated by reference into the Registration Statement and is not to be used, circulated, quoted or otherwise relied upon for any other purpose, except that Kirkland & Ellis LLP may rely on this opinion to the same extent as if it were an addressee hereof.

We hereby consent to the filing of this opinion with the commission as Exhibit 5.02 to the Registration Statement. We also consent to the reference to our firm under the heading "Legal Matters" in the Registration Statement. In giving this consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

Sincerely,

/s/ Stinson Leonard Street LLP

Stinson Leonard Street LLP

Mark S. Weitz

MSW/dh

December 14, 2016

ONSITE Energy, Inc.
c/o NRG Energy, Inc.
211 Carnegie Center
Princeton, NJ 08540

Re: NRG Energy, Inc.'s 7.250% Senior Notes due 2026 - Oregon Guarantor

Ladies and Gentlemen:

We have acted as special counsel to ONSITE Energy, Inc., an Oregon corporation (the "Oregon Guarantor"), a subsidiary of NRG Energy, Inc., a Delaware corporation (the "Issuer"), in connection with the registration under the Securities Act of 1933, as amended (the "Securities Act"), of \$1,000,000,000 in aggregate principal amount of the Issuer's 7.250% Senior Notes due 2026 (the "Exchange Notes") pursuant to the Registration Statement on Form S-4 (the "Registration Statement"), filed with the Securities and Exchange Commission under the Securities Act. The Exchange Notes are proposed to be offered by the Issuer in exchange for existing \$1,000,000,000 in aggregate principal amount of the Issuer's outstanding 7.250% Senior Notes due 2026. The Exchange Notes will be issued pursuant to the Indenture (the "Base Indenture"), dated as of May 23, 2016, between the Issuer and the Law Debenture Trust Company of New York, as Trustee (the "Trustee"), as supplemented by the Supplemental Indenture, dated as of May 23, 2016 (the "Supplemental Indenture") among the Issuer, the Oregon Guarantor and the other guarantors party thereto and the Trustee. The Oregon Guarantor will execute a Notation of Guarantee (the "Notation of Guarantee") on the Exchange Notes to evidence its guarantee (the "Guarantee") of the Issuer's obligations under the Exchange Notes pursuant to the Supplemental Indenture.

In our capacity as counsel to the Oregon Guarantor, we have examined (a) the Registration Statement, (b) the Base Indenture and Supplemental Indenture, (c) the form of Exchange Notes and Notation of Guarantee attached to the Supplemental Indenture, (d) the articles of incorporation, by-laws and resolutions of the Oregon Guarantor and (e) the originals, or copies identified to our satisfaction, of such corporate records of the Oregon Guarantor, certificates of public officials, officers of the Oregon Guarantor and other persons, and such other documents, agreements and instruments as we have deemed necessary as a basis for the opinions expressed below. In our examination, we have assumed the authenticity of all documents submitted to us as originals and the conformity with the originals of all documents submitted to us as copies.

Based on and subject to the foregoing and the other assumptions, exclusions and qualifications in this letter, we are of the opinion that the Oregon Guarantor (1) is a corporation validly existing under Oregon law; (2) has the corporate power to execute and deliver the

Supplemental Indenture and the Notation of Guarantee; (3) has taken all corporate action necessary to authorize the execution and delivery of the Supplemental Indenture and Notation of Guarantee; and (4) has executed and delivered the Supplemental Indenture.

We do not express any opinions herein concerning any laws other than the laws in their current forms of the State of Oregon, and we express no opinion with respect to the laws of any other jurisdiction.

We consent to the filing of this opinion as an exhibit to the Registration Statement and to the references to our firm under the caption "Legal Matters." In giving this consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or related rules nor do we admit that we are experts with respect to any part of the Registration Statement within the meaning of the term "expert" as used in the Securities Act or related rules.

Very truly yours,

/s/ PERKINS COIE LLP

PERKINS COIE LLP

December 14, 2016

Energy Protection Insurance Company
126 College Street
Suite 400
Burlington, VT 05401

Re: Energy Protection Insurance Company as Guarantor of NRG Energy, Inc.

Ladies and Gentlemen:

We are issuing this opinion letter in our capacity as special counsel to Energy Protection Insurance Company, a Vermont corporation (the "Guarantor") being a subsidiary of NRG Energy, Inc., a Delaware corporation (the "Issuer"), in connection with the Guarantor's proposed guarantee, along with the other guarantors under the Indenture (as defined below) of \$1,000,000,000 in aggregate principal amount of 7.250% Senior Notes due 2026, (the "Exchange Notes"). The Exchange Notes are to be issued by the Issuer, in connection with an offering made pursuant to a Registration Statement on Form S-4 (such Registration Statement, as supplemented or amended, is hereinafter referred to as the "Registration Statement"), to be filed with the Securities and Exchange Commission (the "SEC") under the Securities Act of 1933, as amended (the "Act"). The Registration Statement is being filed in connection with the registration under the Act of the Exchange Notes being offered by the Issuer. The Exchange Notes are to be issued pursuant to the indenture (the "Base Indenture"), dated as of May 23, 2016, among the Issuer and Law Debenture Trust Company of New York, as Trustee (the "Trustee"), as supplemented by the Supplemental Indenture (the "Supplemental Indenture") dated as of May 23, 2016 among the Issuer, the Trustee, the Guarantor, and the other guarantors party thereto. Together the Base Indenture and the Supplemental Indenture are referred to herein as the "Indenture".

In connection with this opinion, we have examined originals, or copies certified or otherwise identified to our satisfaction, of the following:

1. The organizational documents of the Guarantor certified by the Vermont Secretary of State on April 12, 2016;
 2. a certificate of good standing of the Guarantor issued by the Vermont Secretary of State dated December 12, 2016;
 3. a certificate of good standing of the Guarantor issued by the Vermont Department of Financial Regulation dated December 14, 2016;
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4. a certificate of the Secretary of Guarantor dated December , 2016 certifying among other things: (a) the Bylaws of the Guarantor; (b) the Articles of Incorporation of the Guarantor; (c) resolutions adopted by the board of directors of the Guarantor with respect to, among other things, the execution and delivery by the Guarantor of the Supplemental Indenture and the Registration Statement; and (d) the current directors and officers of the Guarantor;
5. the Registration Statement;
6. the Base Indenture; and
7. the Supplemental Indenture.

In such examination, we have assumed the authenticity of all documents submitted to us as originals and the conformity to the originals of all documents submitted to us as certified or photostatic copies. We have also assumed the genuineness of the signatures of persons signing all documents in connection with which this opinion is rendered. As to any facts material to the opinions expressed herein, we have made no independent investigation of such facts and have relied upon certificates of public officials and certificate of the Assistant Secretary of the Guarantor.

Our opinions expressed below are subject to the qualifications that we express no opinion as to the applicability of, compliance with, or effect of (i) any bankruptcy, insolvency, reorganization, fraudulent transfer, fraudulent conveyance, moratorium or other similar law affecting the enforcement of creditors' rights generally, (ii) general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law), (iii) public policy considerations which may limit the rights of parties to obtain certain remedies, (iv) any law except the laws of the State of Vermont and the Vermont case law decided thereunder, (v) the "Blue Sky" laws and regulations of Vermont, and (vi) as to the tax good standing of the Guarantor in any jurisdiction, including Vermont.

Based upon the foregoing and subject to the assumptions, qualifications and limitations set forth herein, we are of the opinion that:

1. Energy Protection Insurance Company is validly existing and is in good standing under the laws of the State of Vermont.
2. Energy Protection Insurance Company had the corporate power and authority to execute and deliver the Supplemental Indenture at the time of such execution and delivery.

3. Energy Protection Insurance Company has the corporate power and authority to perform its obligations under the Supplemental Indenture, including its guarantee of the Exchange Notes.
4. The Supplemental Indenture has been duly authorized, executed and delivered by Energy Protection Insurance Company.

Our opinions set forth in paragraph 1 above are rendered in reliance upon certificates and other communications from officials of the State of Vermont.

Please note that we are opining only as to the matters expressly set forth herein, and no opinion should be inferred as to any other matters. This opinion is based upon currently existing statutes, rules, regulations, and judicial decisions of the State of Vermont. We assume no obligation to revise or supplement this opinion after the date of effectiveness of the Registration Statement should the existing statutes, rules, regulations or judicial decision of the State of Vermont be changed by legislative action, judicial decision or otherwise.

We hereby consent to (i) the filing of this opinion with the SEC as an exhibit to the Registration Statement, and (ii) reliance on this opinion by Kirkland & Ellis LLP. We also consent to the reference to our firm under the caption "Legal Matters" in the Registration Statement. In giving this consent, we do not thereby admit that we are included in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the SEC. We assume no obligation to revise or supplement this opinion after the date of effectiveness of the Registration Statement should the present laws of the State of Vermont be changed by legislative action, judicial decision or otherwise.

Very truly yours,

/s/ PAUL FRANK + COLLINS P.C.

PAUL FRANK + COLLINS P.C.

NRG ENERGY, INC. AND SUBSIDIARIES
COMPUTATION OF RATIO OF EARNINGS TO FIXED CHARGES

	For the Nine Months Ended September 30,		For the Year Ended December 31,			
	2016	2015	2014	2013(a)	2012(a)	2011(a)
(in millions except ratio)						
Earnings:						
Income/(loss) from continuing operations before income tax	\$ 259	\$ (5,094)	\$ 135	\$ (634)	\$ (12)	\$ (646)
Less:						
Distributions and equity in earnings of unconsolidated affiliates	44	37	49	84	2	9
Impairment charge on equity method investment	147	56	—	99	2	495
Capitalized interest	(32)	(30)	(29)	(130)	(140)	(80)
Add:						
Fixed charges	886	1,173	1,255	1,037	864	931
Amortization of capitalized interest	17	21	20	14	11	7
Total Earnings:	\$ 1,321	\$ (3,837)	\$ 1,430	\$ 470	\$ 727	\$ 716
Fixed Charges:						
Interest expense	\$ 838	\$ 1,139	\$ 1,228	\$ 932	\$ 671	\$ 808
Interest capitalized	32	30	29	130	140	80
Amortization of debt issuance costs	29	37	35	33	32	26
Amortization of debt discount	(26)	(48)	(50)	(67)	9	6
Approximation of interest in rental expense	13	15	13	9	12	11
Total Fixed Charges:	\$ 886	\$ (1,173)	\$ 1,255	\$ 1,037	\$ 864	\$ 931
Ratio of Earnings to Combined Fixed Charges	1.49	(3.27)	1.14	0.45	0.84	0.77

(a) The ratio coverage for the years ended December 31, 2015, 2013, 2012 and 2011 was less than 1:1. NRG Energy, Inc. would have needed to generate additional earnings of \$5,010 million, \$567 million, \$137 million and \$215 million, respectively, to achieve a ratio coverage of 1:1 for those periods.

Entity Name	Domestic Jurisdiction
3279405 Nova Scotia Company	Nova Scotia
3283764 Nova Scotia Company	Nova Scotia
7549709 Canada Inc.	Ontario
7644868 Canada Inc.	Ontario
7711565 Canada Inc.	Ontario
AC Solar Holdings LLC	Delaware
Ace Energy, Inc.	New York
Adams Community Solar Garden I LLC	Colorado
Adams Community Solar Garden II LLC	Colorado
Adams Community Solar Garden III LLC	Colorado
Adams Community Solar Gardens LLC	Colorado
Agua Caliente Solar Holdings LLC	Delaware
Agua Caliente Solar, LLC	Delaware
Allied Home Warranty GP LLC	Delaware
Allied Warranty LLC	Texas
ALP Wind, LLC	Minnesota
Alta Interconnection Management II, LLC	Delaware
Alta Interconnection Management III, LLC	Delaware
Alta Interconnection Management, LLC	Delaware
Alta Realty Holdings, LLC	Delaware
Alta Realty Investments, LLC	Delaware
Alta Vista SunTower, LLC	Delaware
Alta Wind 1-5 Holding Company, LLC	Delaware
Alta Wind Asset Management Holdings, LLC	Delaware
Alta Wind Asset Management, LLC	Delaware
Alta Wind Company, LLC	Delaware
Alta Wind Holdings, LLC	Delaware
Alta Wind I Holding Company, LLC	Delaware
Alta Wind I, LLC	Delaware
Alta Wind II Holding Company, LLC	Delaware
Alta Wind II, LLC	Delaware
Alta Wind III Holding Company, LLC	Delaware
Alta Wind III, LLC	Delaware

Alta Wind IV Holding Company, LLC	Delaware
Alta Wind IV, LLC	Delaware
Alta Wind V Holding Company, LLC	Delaware
Alta Wind V, LLC	Delaware
Alta Wind X Holding Company, LLC	Delaware
Alta Wind X, LLC	Delaware
Alta Wind XI Holding Company, LLC	Delaware
Alta Wind XI, LLC	Delaware
Alta Wind X-XI TE Holdco LLC	Delaware
Anacapa Energy, LLC	California
Apple I REC Holdco 2011 LLC	Delaware
Arapahoe Community Solar Garden I LLC	Colorado
Arthur Kill Gas Turbines LLC	Delaware
Arthur Kill Power LLC	Delaware
Astoria Gas Turbine Power LLC	Delaware
Avenal Park LLC	Delaware
Avenal Solar Holdings LLC	Delaware
Bashaw Solar 1, LLC	Delaware
Bayou Cove Peaking Power, LLC	Delaware
Beheer-en Beleggingsmaatschappij Plogema B.V.	Netherlands
Bendwind, LLC	Minnesota
Berrians I Gas Turbine Power LLC	Delaware
BidURenergy, Inc.	New York
Big Cajun I Peaking Power LLC	Delaware
Big Cajun II Unit 4 LLC	Delaware
Big Lake Holdco LLC	Delaware
bioNRG Tonawanda Inc.	Delaware
Bisson Windfarm, LLC	Minnesota
Bluewater Wind Delaware LLC	Delaware
Bluewater Wind Maryland LLC	Delaware
Bluewater Wind New Jersey Energy LLC	Delaware
Boeve Windfarm, LLC	Minnesota
Boquillas Wind, LLC	Delaware
Boston Energy Trading and Marketing LLC	California

Broken Bow Wind, LLC	Delaware
Buckthorn Holdings, LLC	Delaware
Buckthorn Renewables, LLC	Delaware
Buckthorn Solar Portfolio, LLC	Delaware
Buckthorn Westex, LLC	Delaware
Buckthorn Wind Project, LLC	Delaware
Buffalo Bear, LLC	Oklahoma
BWC Swan Pond River, LLC	Delaware
Cabrillo Power I LLC	Delaware
Cabrillo Power II LLC	Delaware
California Jupiter, LLC	Delaware
Camas Power Boiler Limited Partnership	Oregon
Camas Power Boiler, Inc.	Oregon
Camino Energy, LLC	California
Canal West LLC	Delaware
Capistrano Wind Holdings, Inc.	Delaware
Capistrano Wind II, LLC	Delaware
Capistrano Wind Partners, LLC	Delaware
Capistrano Wind, LLC	Delaware
Carbon Management Solutions LLC	Delaware
Caresale Services Limited	United Kingdom
Carlsbad Energy Center LLC	Delaware
Cedro Hill Wind LLC	Delaware
CG Windfarm, LLC	Minnesota
Cheng Power Systems, Inc.	Delaware
Chester Energy, LLC	California
Chickahominy River Energy Corp.	Virginia
Cirro Energy Services, Inc.	Texas
Cirro Group, Inc.	Texas
Citizens Power Holdings One, LLC	Delaware
CJ Solar 2, LLC	Delaware
CL Power Sales Eight, L.L.C.	Delaware
Clean Edge Energy LLC	Delaware
Clear View Acres Wind Farm, LLC	Iowa

Colorado Shared Solar I LLC	Colorado
Colorado Springs Solar Garden LLC	Colorado
Commonwealth Atlantic Power LLC	Delaware
Community Wind North 1 LLC	Minnesota
Community Wind North 10 LLC	Minnesota
Community Wind North 11 LLC	Minnesota
Community Wind North 13 LLC	Minnesota
Community Wind North 15 LLC	Minnesota
Community Wind North 2 LLC	Minnesota
Community Wind North 3 LLC	Minnesota
Community Wind North 5 LLC	Minnesota
Community Wind North 6 LLC	Minnesota
Community Wind North 7 LLC	Minnesota
Community Wind North 8 LLC	Minnesota
Community Wind North 9 LLC	Minnesota
Community Wind North, LLC	Minnesota
Conemaugh Fuels, LLC	Delaware
Conemaugh Power LLC	Delaware
Connecticut Jet Power LLC	Delaware
Continental Energy, LLC	Arizona
Cottonwood Development LLC	Delaware
Cottonwood Energy Company LP	Delaware
Cottonwood Generating Partners I LLC	Delaware
Cottonwood Generating Partners II LLC	Delaware
Cottonwood Generating Partners III LLC	Delaware
Cottonwood Technology Partners LP	Delaware
Crofton Bluffs Wind, LLC	Delaware
Crosswind Transmission, LLC	Iowa
CVSR Holdco LLC	Delaware
Cy-Hawk Wind Energy, LLC	Iowa
DanMar Transmission, LLC	Minnesota
DeGreeff DP, LLC	Minnesota
DeGreeffpa, LLC	Minnesota
Del Mar Energy, LLC	California

Delaware Power Development LLC	Delaware
Denver Community Solar Garden I LLC	Colorado
Denver Community Solar Garden II LLC	Colorado
Desert Sunlight 250, LLC	Delaware
Desert Sunlight 300, LLC	Delaware
Desert Sunlight Holdings LLC	Delaware
Desert Sunlight Investment Holdings, LLC	Delaware
Devon Power LLC	Delaware
Dodge Holdco LLC	Delaware
Doga Enerji Uretim Sanayi ve Ticaret Limited Sirketi	Turkey
Doga Isi Satis Hizmetleri Ticaret Limited Sirketi	Turkey
Doga Isletme ve Bakim Ticaret Limited Sirketi	Turkey
Dunkirk Gas Corporation	New York
Dunkirk Power LLC	Delaware
Eagle View Acres Wind Farm, LLC	Iowa
East Ridge Transmission, LLC	Minnesota
Eastern Sierra Energy Company LLC	California
Ecokap Power LLC	Delaware
EHI Development Fund, LLC	California
El Mirage Energy, LLC	Arizona
El Segundo Energy Center II LLC	Delaware
El Segundo Energy Center LLC	Delaware
El Segundo Power II LLC	Delaware
El Segundo Power, LLC	Delaware
Elbow Creek Wind Project LLC	Texas
Elk Lake Wind Farm, LLC	Iowa
Elkhom Ridge Wind II, LLC	Delaware
Elkhom Ridge Wind, LLC	Delaware
EME Eastern Holdings, LLC	Delaware
EME Finance UK Limited	United Kingdom
EME Investments II, LLC	Delaware
EME Investments, LLC	Delaware
EME Service Company, LLC	Delaware
EME Southwest Power, LLC	Delaware

EME UK International, LLC	Delaware
Energy Alternatives Wholesale, LLC	Delaware
Energy Choice Solutions LLC	Texas
Energy National, Inc.	Utah
Energy Plus Holdings LLC	Delaware
Energy Plus Natural Gas LLC	Delaware
Energy Protection Insurance Company	Vermont
Enigen, Inc.	Utah
Enterprise Solar, LLC	Delaware
ENVIA Energy Oklahoma City, LLC	Delaware
Escalante Solar I, LLC	Delaware
Escalante Solar II, LLC	Delaware
Escalante Solar III, LLC	Delaware
ESOCO, Inc.	Utah
eV2g LLC	Delaware
Everything Energy LLC	Delaware
EVgo Services LLC	Delaware
Farmington Holdco LLC	Delaware
Federal Road Solar 1, LLC	Delaware
Fey Windfarm, LLC	Minnesota
Forest Lake Holdco LLC	Delaware
Forward Home Security, LLC	Texas
Forward WindPower LLC	Delaware
Four Brothers Capital, LLC	Delaware
Four Brothers Holdings, LLC	Delaware
Four Brothers Portfolio, LLC	Delaware
Four Brothers Solar, LLC	Delaware
FUSD Energy, LLC	Arizona
GCE Holding LLC	Connecticut
GCP Funding Company, LLC	Delaware
GenConn Devon LLC	Connecticut
GenConn Energy LLC	Connecticut
GenConn Middletown LLC	Connecticut
GenOn Americas Generation, LLC	Delaware

GenOn Americas Procurement, Inc.	Delaware
GenOn Asset Management, LLC	Delaware
GenOn Capital Inc.	Delaware
GenOn Energy Holdings, Inc.	Delaware
GenOn Energy Management, LLC	Delaware
GenOn Energy Services, LLC	Delaware
GenOn Energy, Inc.	Delaware
GenOn Fund 2001 LLC	Delaware
GenOn Key/Con Fuels, LLC	Delaware
GenOn Mid-Atlantic Development, LLC	Delaware
GenOn Mid-Atlantic, LLC	Delaware
GenOn Northeast Management Company	Pennsylvania
GenOn Power Operating Services MidWest, Inc.	Delaware
GenOn REMA Services, Inc.	Delaware
GenOn Special Procurement, Inc.	Delaware
Geostellar, Inc.	Delaware
Gladstone Power Station Joint Venture	Australia
Goal Zero Europe GmbH	Germany
Goal Zero LLC	Delaware
Goat Wind, LP	Texas
Granite II Holding, LLC	Delaware
Granite Mountain Capital, LLC	Delaware
Granite Mountain Holdings, LLC	Delaware
Granite Mountain Renewables, LLC	Delaware
Granite Mountain Solar East, LLC	Delaware
Granite Mountain Solar West, LLC	Delaware
Granite Power Partners II, L.P.	Delaware
Green Mountain Energy Company	Delaware
Green Mountain Energy Sun Club	Delaware
Green Prairie Energy, LLC	Iowa
Greene Wind Energy, LLC	Iowa
Greenmountain Wind, LLC	Delaware
Gregory Partners, LLC	Delaware
Gregory Power Partners LLC	Delaware

Groen Wind, LLC	Minnesota
Hanover Energy Company	California
Hardin Hilltop Wind, LLC	Iowa
Hardin Wind Energy, LLC	Iowa
High Plains Ranch II, LLC	Delaware
Highland Township Wind Farm, LLC	Iowa
Hillcrest Wind, LLC	Minnesota
HLE Solar Holdings, LLC	Delaware
HSD Solar Holdings, LLC	California
Hudson Valley Gas Corporation	New York
Huntley IGCC LLC	Delaware
Huntley Power LLC	Delaware
Hwy 14 Holdco LLC	Delaware
HyperGen, LLC	Minnesota
Independence Energy Alliance LLC	Delaware
Independence Energy Group LLC	Delaware
Independence Energy Natural Gas LLC	Delaware
Indian River Operations Inc.	Delaware
Indian River Power LLC	Delaware
Intellastar LLC	Delaware
Iron Springs Capital, LLC	Delaware
Iron Springs Holdings, LLC	Delaware
Iron Springs Renewables, LLC	Delaware
Iron Springs Solar, LLC	Delaware
Ivanpah Master Holdings, LLC	Delaware
Ivanpah Project I Holdings, LLC	Delaware
Ivanpah Project II Holdings, LLC	Delaware
Ivanpah Project III Holdings, LLC	Delaware
Jackson Valley Energy Partners, L.P.	California
James River Power LLC	Delaware
Jeffers Wind 20, LLC	Minnesota
JMC Wind, LLC	Minnesota
Kaufman Cogen LP	Delaware
Kawailoa Solar Holdings, LLC	Delaware

Kawailoa Solar, LLC	Delaware
K-Brink Windfarm, LLC	Minnesota
Keystone Fuels, LLC	Delaware
Keystone Power LLC	Delaware
Langford Wind Power, LLC	Texas
Lanikuhana Solar, LLC	Hawaii
Laredo Ridge Wind, LLC	Delaware
Larswind, LLC	Minnesota
Lenape II Solar LLC	Delaware
LimiEnergy, LLC	Minnesota
Lindberg Field Solar 1, LLC	Delaware
Lindberg Field Solar 2, LLC	Delaware
Long Beach Generation LLC	Delaware
Long Beach Peakers LLC	Delaware
Long Beach Power LLC	Delaware
Longhorn Energy, LLC	Arizona
Lookout WindPower LLC	Delaware
Lot 59, LLC	Arizona
Louisiana Generating LLC	Delaware
LSP-Nelson Energy, LLC	Delaware
Maiden Winds, LLC	Minnesota
Maine Mountain Power, LLC	Delaware
Maplekey Holdings Limited	United Kingdom
Maplekey UK Finance Limited	United Kingdom
Maplekey UK Limited	United Kingdom
MC Asset Recovery, LLC	Delaware
MC1 Solar Farm, LLC	North Carolina
MD & E Wind, LLC	Minnesota
MEC Esenyurt B.V.	Netherlands
MEC San Pascual B.V.	Netherlands
Meriden Gas Turbines LLC	Delaware
Middletown Power LLC	Delaware
Midway-Sunset Cogeneration Company	California
Midwest Finance Company, LLC	Delaware

Midwest Generation EME, LLC	Delaware
Midwest Generation Holdings I, LLC	Delaware
Midwest Generation Holdings II, LLC	Delaware
Midwest Generation Holdings Limited	Cayman
Midwest Generation Procurement Services, LLC	Delaware
Midwest Generation, LLC	Delaware
Midwest Peaker Holdings, LLC	Delaware
Mililani Land Holdings, LLC	Delaware
Mililani South PV, LLC	Delaware
Mirant (Bermuda), Ltd.	Bermuda
Mirant (Navotas II) Corporation	Philippines
Mirant AP Investments Limited	British Virgin Islands
Mirant Asia-Pacific Construction (Hong Kong) Limited	Hong Kong
Mirant Asia-Pacific Construction (Hong Kong) Limited	Philippines
Mirant Asia-Pacific Ventures, LLC	Delaware
Mirant Intellectual Asset Management and Marketing, LLC	Delaware
Mirant International Investments, Inc.	Delaware
Mirant Navotas Corporation	Philippines
Mirant New York Services, LLC	Delaware
Mirant Power Purchase, LLC	Delaware
Mirant Trust I	Delaware
Mirant Wrightsville Investments, Inc.	Delaware
Mirant Wrightsville Management, Inc.	Delaware
Mission Bingham Lake Wind, LLC	Delaware
Mission Community Wind North, LLC	Delaware
Mission CWN Holdings, LLC	Delaware
Mission Del Cielo, LLC	Delaware
Mission del Sol, LLC	Delaware
Mission Energy Construction Services, LLC	California
Mission Energy Holdings International, LLC	Delaware
Mission Energy Wales, LLC	California
Mission Funding Zeta, LLC	California
Mission Iowa Wind, LLC	California
Mission Kern River Holdings, LLC	Delaware

Mission Midway-Sunset Holdings, LLC	Delaware
Mission Midwest Coal, LLC	Delaware
Mission Minnesota Wind II, LLC	Delaware
Mission Minnesota Wind III, LLC	Delaware
Mission Minnesota Wind, LLC	Delaware
Mission Mountain Wind, LLC	Delaware
Mission Procurement, LLC	Delaware
Mission Sycamore Holdings, LLC	Delaware
Mission Watson Holdings, LLC	Delaware
Mission Wind Boquillas, LLC	Delaware
Mission Wind Broken Bow, LLC	Delaware
Mission Wind Cedro, LLC	Delaware
Mission Wind Crofton Bluffs, LLC	Delaware
Mission Wind Goat Mountain, LLC	Delaware
Mission Wind Laredo, LLC	Delaware
Mission Wind Maine, LLC	Delaware
Mission Wind New Mexico II, LLC	Delaware
Mission Wind New Mexico, LLC	Delaware
Mission Wind Oklahoma, LLC	Delaware
Mission Wind Owaissa, LLC	Delaware
Mission Wind PA One, LLC	Delaware
Mission Wind PA Three, LLC	Delaware
Mission Wind PA Two, LLC	Delaware
Mission Wind Pennsylvania, LLC	Delaware
Mission Wind Pinnacle, LLC	Delaware
Mission Wind Southwest, LLC	Delaware
Mission Wind Texas II, LLC	Delaware
Mission Wind Texas, LLC	Delaware
Mission Wind Utah, LLC	Delaware
Mission Wind Wildorado, LLC	Delaware
Mission Wind Wyoming, LLC	Delaware
MNA Finance Corp.	Delaware
Monster Energy, LLC	Arizona
Montville IGCC LLC	Delaware

Montville Power LLC	Delaware
Mountain Wind Power II LLC	Delaware
Mountain Wind Power, LLC	Delaware
Natural Gas Repowering LLC	Delaware
NEO Chester-Gen LLC	Delaware
NEO Corporation	Minnesota
NEO Freehold-Gen LLC	Delaware
NEO Power Services Inc.	Delaware
New Genco GP, LLC	Delaware
New Jersey Power Development LLC	Delaware
NGRID Solar 1, LLC	Delaware
NINA Construction LLC	Delaware
NINA Investments Holdings LLC	Delaware
NINA Modularization LLC	Delaware
NINA Nuclear Training LLC	Delaware
NINA Steel Investments LLC	Delaware
NINA Texas 3 LLC	Delaware
NINA Texas 4 LLC	Delaware
North Community Turbines LLC	Minnesota
North Wind Turbines LLC	Minnesota
Norwalk Power LLC	Delaware
NRG & EFS Distributed Solar 2 LLC	Delaware
NRG & EFS Distributed Solar LLC	Delaware
NRG 2011 Finance Holdco LLC	Delaware
NRG Acquisition Holdings Inc.	Delaware
NRG Advisory Services LLC	Delaware
NRG Affiliate Services Inc.	Delaware
NRG Alexandria LLC	Delaware
NRG Alta Vista LLC	Delaware
NRG Americas, Inc.	Delaware
NRG Apple I LLC	Delaware
NRG Arroyo Nogales LLC	Delaware
NRG Artesian Energy LLC	Delaware
NRG Arthur Kill Operations Inc.	Delaware

NRG Asia-Pacific, Ltd.	Delaware
NRG Asset Services LLC	Delaware
NRG Astoria Gas Turbine Operations Inc.	Delaware
NRG Astoria Power LLC	Delaware
NRG Audrain Generating LLC	Delaware
NRG Audrain Holding LLC	Delaware
NRG Bayou Cove LLC	Delaware
NRG Bluewater Holdings LLC	Delaware
NRG Bluewater Wind Massachusetts LLC	Delaware
NRG Bourbonnais Equipment LLC	Delaware
NRG Bourbonnais LLC	Illinois
NRG Bowline LLC	Delaware
NRG Brazoria Energy LLC	Delaware
NRG Brazos Valley GP LLC	Delaware
NRG Brazos Valley LP LLC	Delaware
NRG Business Services LLC	Delaware
NRG Business Solutions LLC	Delaware
NRG CA Fund LLC	Delaware
NRG Cabrillo Power Operations Inc.	Delaware
NRG Cadillac Inc.	Delaware
NRG Cadillac Operations Inc.	Delaware
NRG California North LLC	Delaware
NRG California Peaker Operations LLC	Delaware
NRG California South GP LLC	Delaware
NRG California South LP	Delaware
NRG Canal 3 Development LLC	Delaware
NRG Canal LLC	Delaware
NRG Capital II LLC	Delaware
NRG Carbon 360 LLC	Delaware
NRG Cedar Bayou Development Company, LLC	Delaware
NRG Chalk Point CT LLC	Delaware
NRG Chalk Point LLC	Delaware
NRG CleanTech Investments LLC	Delaware
NRG Clearfield Pipeline Company LLC	Delaware

NRG Coal Development Company LLC	Delaware
NRG ComLease LLC	Delaware
NRG Common Stock Finance I LLC	Delaware
NRG Common Stock Finance II LLC	Delaware
NRG Community Solar LLC	Delaware
NRG Connected Home LLC	Delaware
NRG Connecticut Affiliate Services Inc.	Delaware
NRG Connecticut Peaking Development LLC	Delaware
NRG Construction LLC	Delaware
NRG Curtailment Solutions Canada, Inc.	British Columbia
NRG Curtailment Solutions Holdings LLC	Delaware
NRG Curtailment Solutions, Inc.	New York
NRG Delta LLC	Delaware
NRG Development Company Inc.	Delaware
NRG Devon Operations Inc.	Delaware
NRG DG Berkeley Rec LLC	Delaware
NRG DG Berkeley Village LLC	Delaware
NRG DG Central East LLC	Delaware
NRG DG Central West LLC	Delaware
NRG DG Contra Costa Operations LLC	Delaware
NRG DG Contra Costa Waste LLC	Delaware
NRG DG Crystal Spring LLC	Delaware
NRG DG Development LLC	Delaware
NRG DG Dighton LLC	Delaware
NRG DG Foxborough Elm LLC	Delaware
NRG DG Foxborough Landfill LLC	Delaware
NRG DG Grantland LLC	Delaware
NRG DG Haverhill LLC	Delaware
NRG DG Imperial Admin LLC	Delaware
NRG DG Imperial Building LLC	Delaware
NRG DG Lakeland LLC	Delaware
NRG DG Lathrop Christopher LLC	Delaware
NRG DG Lathrop Louise LLC	Delaware
NRG DG Lincoln Middle LLC	Delaware

NRG DG Marathon LLC	Delaware
NRG DG Rosedale Elementary LLC	Delaware
NRG DG Rosedale Middle LLC	Delaware
NRG DG San Joaquin LLC	Delaware
NRG DG Solar Louisiana LLC	Delaware
NRG DG Tufts Knoll LLC	Delaware
NRG DG Tufts Science LLC	Delaware
NRG DG Washington Middle LLC	Delaware
NRG DG Webster LLC	Delaware
NRG dGen Advisory Services LLC	Delaware
NRG DGPV 1 LLC	Delaware
NRG DGPV 2 LLC	Delaware
NRG DGPV 3 LLC	Delaware
NRG DGPV 4 Borrower LLC	Delaware
NRG DGPV 4 LLC	Delaware
NRG DGPV Fund 1 LLC	Delaware
NRG DGPV Fund 2 HoldCo A LLC	Delaware
NRG DGPV Fund 2 HoldCo B LLC	Delaware
NRG DGPV Fund 2 LLC	Delaware
NRG DGPV Fund 4 LLC	Delaware
NRG DGPV Fund 4 Sub LLC	Delaware
NRG DGPV HoldCo 1 LLC	Delaware
NRG DGPV HoldCo 2 LLC	Delaware
NRG Dispatch Services LLC	Delaware
NRG Distributed Generation PR LLC	Delaware
NRG Dunkirk Operations Inc.	Delaware
NRG ECA Pipeline LLC	Delaware
NRG ECOKAP Holdings LLC	Delaware
NRG El Segundo Operations Inc.	Delaware
NRG Electricity Sales Princeton LLC	Delaware
NRG Elkhorn Holdings LLC	Delaware
NRG Energy Center Corpus Christi LLC	Delaware
NRG Energy Center Dover LLC	Delaware
NRG Energy Center Eagles LLC	Delaware

NRG Energy Center Harrisburg LLC	Delaware
NRG Energy Center HCEC LLC	Delaware
NRG Energy Center Minneapolis LLC	Delaware
NRG Energy Center Omaha Holdings LLC	Delaware
NRG Energy Center Omaha LLC	Delaware
NRG Energy Center Oxnard LLC	Delaware
NRG Energy Center Paxton LLC	Delaware
NRG Energy Center Phoenix LLC	Delaware
NRG Energy Center Pittsburgh LLC	Delaware
NRG Energy Center Princeton LLC	Delaware
NRG Energy Center San Diego LLC	Delaware
NRG Energy Center San Francisco LLC	Delaware
NRG Energy Center Smyrna LLC	Delaware
NRG Energy Center Tucson LLC	Arizona
NRG Energy Efficiency-L LLC	Delaware
NRG Energy Efficiency-P LLC	Delaware
NRG Energy Fuel LLC	California
NRG Energy Fuel Services LLC	Delaware
NRG Energy Gas & Wind Holdings, Inc.	Delaware
NRG Energy Holdings II, Inc.	Delaware
NRG Energy Holdings Inc.	Delaware
NRG Energy Jackson Valley I, Inc.	California
NRG Energy Jackson Valley II, Inc.	California
NRG Energy Labor Services LLC	Delaware
NRG Energy Petroleum LLC	California
NRG Energy Services Group LLC	Delaware
NRG Energy Services International Inc.	Delaware
NRG Energy Services LLC	Delaware
NRG Energy, Inc.	Delaware
NRG Equipment Company LLC	Nevada
NRG ESA Joint Development LLC	Delaware
NRG First Power Holdings I	United Kingdom
NRG First Power Holdings II	United Kingdom
NRG First Power Limited	Guernsey

NRG Florida GP, LLC	Delaware
NRG Florida LP	Delaware
NRG Fuel Cell CA1 LLC	Delaware
NRG Fuel Resources LLC	Delaware
NRG Fuel Transportation LLC	Delaware
NRG Gas Development Company, LLC	Delaware
NRG Generation Holdings, Inc.	Delaware
NRG Gibbons Road LLC	Delaware
NRG Gladstone Operating Services Pty Ltd	Australia
NRG Golden Puma Fund LLC	Delaware
NRG Golden Puma Revolve LLC	Delaware
NRG Granite Acquisition LLC	Delaware
NRG Greenco Holdings LLC	Delaware
NRG Greenco LLC	Delaware
NRG GTL Holdings LLC	Delaware
NRG Harrisburg Cooling LLC	Delaware
NRG Holding Leasing Vehicle 7 LLC	Delaware
NRG Home & Business Solutions LLC	Delaware
NRG Home Services LLC	Texas
NRG Home Solutions LLC	Delaware
NRG Home Solutions Product LLC	Delaware
NRG Homer City Services LLC	Delaware
NRG HQ DG LLC	Delaware
NRG Huntington Beach LLC	Delaware
NRG Huntley Operations Inc.	Delaware
NRG Identity Protect LLC	Delaware
NRG Ilion Limited Partnership	Delaware
NRG Ilion LP LLC	Delaware
NRG Independence Solar LLC	Delaware
NRG International II Inc.	Delaware
NRG International III Inc.	Delaware
NRG International LLC	Delaware
NRG Kaufman LLC	Delaware
NRG Latin America Inc.	Delaware

NRG Lease Co, LLC	Delaware
NRG Lease Development LLC	Delaware
NRG Limestone 3, LLC	Delaware
NRG Lovett Development I LLC	Delaware
NRG Lovett LLC	Delaware
NRG Maintenance Services LLC	Delaware
NRG Marsh Landing Holdings LLC	Delaware
NRG Marsh Landing LLC	Delaware
NRG MD Ash Management LLC	Delaware
NRG Mesquite LLC	Delaware
NRG Mextrans Inc.	Delaware
NRG MidAtlantic Affiliate Services Inc.	Delaware
NRG Middletown Operations Inc.	Delaware
NRG Midwest Holdings LLC	Delaware
NRG Midwest II LLC	Delaware
NRG Mililani II Equity Holdings, LLC	Delaware
NRG Mililani II Managing Member, LLC	Delaware
NRG Mililani II Solar Holdings, LLC	Delaware
NRG MN Community LLC	Delaware
NRG Montville Operations Inc.	Delaware
NRG NE Development LLC	Delaware
NRG Nelson Turbines LLC	Delaware
NRG New Roads Holdings LLC	Delaware
NRG New York LLC	Delaware
NRG Newgen LLC	Delaware
NRG North America LLC	Delaware
NRG North Central Operations Inc.	Delaware
NRG Northeast Affiliate Services Inc.	Delaware
NRG Northeast Generation, Inc.	Delaware
NRG Northeast Holdings, Inc.	Delaware
NRG Norwalk Harbor Operations Inc.	Delaware
NRG Oahu Solar Holdings, LLC	Delaware
NRG Oahu Solar, LLC	Delaware
NRG Ohio Pipeline Company LLC	Delaware

NRG Operating Services, Inc.	Delaware
NRG Oswego Harbor Power Operations Inc.	Delaware
NRG PacGen Inc.	Delaware
NRG PC Dinuba LLC	Delaware
NRG Peaker Finance Company LLC	Delaware
NRG Pennsylvania Pipeline Company LLC	Delaware
NRG Piney Point LLC	Delaware
NRG Portable Power LLC	Delaware
NRG Potomac River LLC	Delaware
NRG Potrero Development LLC	Delaware
NRG Potrero LLC	Delaware
NRG Power Generation Assets LLC	Delaware
NRG Power Generation LLC	Delaware
NRG Power Marketing LLC	Delaware
NRG Power Midwest GP LLC	Delaware
NRG Power Midwest LP	Delaware
NRG Procurement Company LLC	Nevada
NRG Project Company LLC	Delaware
NRG Puma Class B LLC	Delaware
NRG Reliability Solutions LLC	Delaware
NRG REMA LLC	Delaware
NRG Renew 365 LLC	Delaware
NRG Renew 366 LLC	Delaware
NRG Renew Africa (Pty) Ltd	Republic of South Africa
NRG Renew Canal 1 LLC	Delaware
NRG Renew DG Holdings LLC	Delaware
NRG Renew GB LLC	Delaware
NRG Renew Investments (Pty) Ltd.	Republic of South Africa
NRG Renew KP 2 LLC	Delaware
NRG Renew KP LLC	Delaware
NRG Renew LLC	Delaware
NRG Renew Operation & Maintenance LLC	California
NRG Renew Shared Solar NG LLC	Delaware
NRG Renew Spark 2 LLC	Delaware

NRG Renew Spark LLC	Delaware
NRG Renewable Energy CDE LLC	Delaware
NRG Renewables Coolwater Solar 1 LLC	Delaware
NRG Renewables Coolwater Solar 2 LLC	Delaware
NRG Renewables Coolwater Solar 3 LLC	Delaware
NRG Renewables LLC	Delaware
NRG Renter's Protection LLC	Delaware
NRG Repowering Holdings LLC	Delaware
NRG Residential Solar Solutions Leasing II LLC	Delaware
NRG Residential Solar Solutions LLC	Delaware
NRG Retail Charitable Foundation	Delaware
NRG Retail LLC	Delaware
NRG Retail Northeast LLC	Delaware
NRG Revolve LLC	Delaware
NRG Rockford Acquisition LLC	Delaware
NRG Rockford Equipment II LLC	Illinois
NRG Rockford Equipment LLC	Illinois
NRG Rocky Road LLC	Delaware
NRG RPV 1 LLC	Delaware
NRG RPV 2 LLC	Delaware
NRG RPV Fund 11 LLC	Delaware
NRG RPV Fund 12 LLC	Delaware
NRG RPV Fund 13 LLC	Delaware
NRG RPV HoldCo 1 LLC	Delaware
NRG Runway Holdings LLC	Delaware
NRG Sabine (Delaware), Inc.	Delaware
NRG Sabine (Texas), Inc.	Delaware
NRG Saguaro Operations Inc.	Delaware
NRG San Gabriel Power Generation LLC	Delaware
NRG Security LLC	Delaware
NRG Services Corporation	Delaware
NRG Sherbino LLC	Delaware
NRG SimplySmart Solutions LLC	Delaware
NRG Solar Alpine LLC	Delaware

NRG Solar Apple LLC	Delaware
NRG Solar Arrowhead LLC	Delaware
NRG Solar Asset Management LLC	Delaware
NRG Solar AV Holdco LLC	Delaware
NRG Solar Avra Valley LLC	Delaware
NRG Solar Big Break LLC	Delaware
NRG Solar Blythe II LLC	Delaware
NRG Solar Blythe III LLC	Delaware
NRG Solar Blythe LLC	Delaware
NRG Solar Borrego Holdco LLC	Delaware
NRG Solar Borrego I LLC	Delaware
NRG Solar Caribe LLC	Delaware
NRG Solar Community 1 LLC	Delaware
NRG Solar Community Holdco LLC	Delaware
NRG Solar CVSR Holdings 2 LLC	Delaware
NRG Solar CVSR Holdings LLC	Delaware
NRG Solar Dandan LLC	Guam
NRG Solar Desert Center II LLC	Delaware
NRG Solar Desert Center LLC	Delaware
NRG Solar DG LLC	Delaware
NRG Solar Gecko LLC	Delaware
NRG Solar Green Valley LLC	Delaware
NRG Solar Guam LLC	Delaware
NRG Solar Hyder I LLC	Delaware
NRG Solar Hyder II LLC	Delaware
NRG Solar Hyder III LLC	Delaware
NRG Solar Iguana LLC	Delaware
NRG Solar Isabela LLC	Delaware
NRG Solar Ivanpah LLC	Delaware
NRG Solar Juncos LLC	Delaware
NRG Solar Kansas South Holdings LLC	Delaware
NRG Solar Kansas South LLC	Delaware
NRG Solar Las Vegas MB 1 LLC	Delaware
NRG Solar Las Vegas MB 2 LLC	Delaware

NRG Solar Mayfair LLC	Delaware
NRG Solar Mule LLC	Delaware
NRG Solar Oasis LLC	Delaware
NRG Solar Pittsburg LLC	Delaware
NRG Solar PV LLC	Delaware
NRG Solar Ring LLC	Delaware
NRG Solar Roadrunner Holdings LLC	Delaware
NRG Solar Roadrunner LLC	Delaware
NRG Solar SC Stadium LLC	Delaware
NRG Solar Star LLC	Delaware
NRG Solar Sunora LLC	Delaware
NRG Solar Sunrise LLC	Delaware
NRG Solar Tabernacle LLC	Delaware
NRG Solar Ventures LLC	Delaware
NRG Solar Warren LLC	Delaware
NRG Solar West Shaft LLC	Delaware
NRG Solar Wharton LLC	Delaware
NRG South Central Affiliate Services Inc.	Delaware
NRG South Central Generating LLC	Delaware
NRG South Central Operations Inc.	Delaware
NRG South Texas LP	Texas
NRG South Trent Holdings LLC	Delaware
NRG SPV #1 LLC	Delaware
NRG Sterlington Power LLC	Delaware
NRG SunCap Leasing I LLC	Delaware
NRG Switchyard Energy LLC	Delaware
NRG Tank Farm LLC	Delaware
NRG Telogia Power LLC	Delaware
NRG Texas C&I Supply LLC	Delaware
NRG Texas Gregory LLC	Delaware
NRG Texas Holding Inc.	Delaware
NRG Texas LLC	Delaware
NRG Texas Power LLC	Delaware
NRG Texas Retail LLC	Delaware

NRG Thermal LLC	Delaware
NRG Thermal Solar LLC	Delaware
NRG Trading Advisors LLC	Delaware
NRG Transmission Holdings LLC	Delaware
NRG ULC Parent, Inc.	Delaware
NRG Victoria I Pty Ltd	Australia
NRG Waiawa Solar, LLC	Delaware
NRG Waipio Equity Holdings, LLC	Delaware
NRG Waipio Managing Member, LLC	Delaware
NRG Waipio Solar Holdings, LLC	Delaware
NRG Walnut Creek II, LLC	Delaware
NRG Walnut Creek LLC	Delaware
NRG Warranty Services LLC	Delaware
NRG West Coast LLC	Delaware
NRG West Holdings LLC	Delaware
NRG Western Affiliate Services Inc.	Delaware
NRG Wholesale Generation GP LLC	Delaware
NRG Wholesale Generation LP	Delaware
NRG Willow Pass LLC	Delaware
NRG Wind Development Company, LLC	Delaware
NRG Wind Force LLC	Delaware
NRG Wind LLC	Delaware
NRG Wind TE Holdco LLC	Delaware
NRG Yield DGPV Holding LLC	Delaware
NRG Yield LLC	Delaware
NRG Yield Operating LLC	Delaware
NRG Yield RPV Holding LLC	Delaware
NRG Yield, Inc.	Delaware
NRGenerating German Holdings GmbH	Switzerland
NRGenerating International B.V.	Netherlands
NRGenerating Luxembourg (No. 1) S.a.r.l.	Luxembourg
NRGenerating Luxembourg (No. 2) S.a.r.l.	Luxembourg
NS Smith, LLC	Delaware
Nuclear Innovation North America Investments LLC	Delaware

Nuclear Innovation North America LLC	Delaware
NYLD Fuel Cell Holdings LLC	Delaware
O'Brien Cogeneration, Inc. II	Delaware
OC Solar 2010, LLC	California
Odin Wind Farm LLC	Minnesota
Old Westminster Solar 1, LLC	Delaware
Old Westminster Solar 2, LLC	Delaware
One Block Off The Grid, Inc.	Delaware
ONSITE Energy, Inc.	Oregon
Orion Power New York GP, Inc.	Delaware
Orion Power New York LP, LLC	Delaware
Orion Power New York, LP	Delaware
Oswego Harbor Power LLC	Delaware
OWF Eight, LLC	Minnesota
OWF Five, LLC	Minnesota
OWF Four, LLC	Minnesota
OWF One, LLC	Minnesota
OWF Seven, LLC	Minnesota
OWF Six, LLC	Minnesota
OWF Three, LLC	Minnesota
OWF Two, LLC	Minnesota
Pacific Crockett Holdings, Inc.	Oregon
Pacific Generation Company	Oregon
Pacific Generation Holdings Company	Oregon
Pacific-Mt. Poso Corporation	Oregon
Palo Alto County Wind Farm, LLC	Iowa
PESD Energy, LLC	Arizona
Petra Nova CCS I LLC	Delaware
Petra Nova Holdings LLC	Delaware
Petra Nova LLC	Delaware
Petra Nova Parish Holdings LLC	Delaware
Petra Nova Power I LLC	Delaware
Pikes Peak Solar Garden I LLC	Colorado
Pine Island Holdco LLC	Delaware

Pinnacle Wind, LLC	Delaware
Pioneer Ridge, LLC	Delaware
Pioneer Trail Wind, LLC	Delaware
PM Solar Holdings, LLC	California
Pond Road Solar, LLC	Delaware
Portfolio Solar I, LLC	Delaware
Poverty Ridge Wind, LLC	Iowa
Power Beyond, LLC	Minnesota
Power Blades Windfarm, LLC	Minnesota
ProSun Solar Development Company, LLC	Delaware
Pure Energies Group ULC	Nova Scotia
Pure Energies Installation Inc.	Delaware
Pure Energies Solar Services Inc.	Ontario
Pure Group, Inc.	California
Rattlesnake Flat, LLC	Delaware
RDI Consulting, LLC	Delaware
RE Retail Receivables, LLC	Delaware
Reliant Energy Northeast LLC	Delaware
Reliant Energy Power Supply, LLC	Delaware
Reliant Energy Retail Holdings, LLC	Delaware
Reliant Energy Retail Services, LLC	Delaware
RERH Holdings, LLC	Delaware
Restoration Design LLC	New Jersey
RoofDiagnostics Solar and Electric LLC	New Jersey
RoofDiagnostics Solar and Electric of Connecticut, LLC	Connecticut
RoofDiagnostics Solar and Electric of NY, LLC	New York
RoofDiagnostics Solar Holdings LLC	Delaware
RoofDiagnostics Solar of Mass., LLC	Massachusetts
RRI Energy Broadband, Inc.	Delaware
RRI Energy Channelview (Delaware) LLC	Delaware
RRI Energy Channelview (Texas) LLC	Delaware
RRI Energy Channelview LP	Delaware
RRI Energy Communications, Inc.	Delaware
RRI Energy Services Channelview, LLC	Delaware

RRI Energy Services Desert Basin, LLC	Delaware
RRI Energy Services, LLC	Delaware
RRI Energy Solutions East, LLC	Delaware
RRI Energy Trading Exchange, Inc.	Delaware
RRI Energy Ventures, Inc.	Delaware
Saguaro Power Company, a Limited Partnership	California
Saguaro Power LLC	Delaware
San Gabriel Energy, LLC	California
San Joaquin Energy, LLC	California
San Joaquin Valley Energy I, Inc.	California
San Joaquin Valley Energy IV, Inc.	California
San Joaquin Valley Energy Partners I, L.P	California
San Juan Energy, LLC	California
San Juan Mesa Investments, LLC	Delaware
San Juan Mesa Wind Project, LLC	Delaware
San Pascual Cogeneration Company International B.V.	Netherlands
Sand Drag LLC	Delaware
SCWFD Energy, LLC	Arizona
Seawall Solar Holdings LLC	Delaware
SES Operations, LLC	Delaware
Sherbino I Wind Farm LLC	Delaware
Sierra Wind, LLC	Minnesota
Silver Lake Acres Wind Farm, LLC	Iowa
Silverado Energy, LLC	California
SJA Solar LLC	Delaware
Sleeping Bear, LLC	Delaware
Solar Flagstaff One LLC	Delaware
Solar Partners I, LLC	Delaware
Solar Partners II, LLC	Delaware
Solar Partners VIII, LLC	Delaware
Solar Power Partners, Inc.	Delaware
Solar Pure Energies ULC	Nova Scotia
Somerset Operations Inc.	Delaware
Somerset Power LLC	Delaware

Somerset Wind, LLC	Delaware
South Texas Wind, LLC	Delaware
South Trent Wind LLC	Delaware
Southern Sierra Energy, LLC	California
Spanish Fork Wind Park 2, LLC	Utah
Spanish Town Estate Solar 1 LLC	Delaware
SPP AMCo, LLC	Delaware
SPP Asset Holdings, LLC	Delaware
SPP DG DevCo 3a, LLC	Delaware
SPP DG DevCo 4a, LLC	Delaware
SPP Fund II Holdings, LLC	Delaware
SPP Fund II, LLC	Delaware
SPP Fund II-B, LLC	Delaware
SPP Fund III Holdings, LLC	Delaware
SPP Fund III Master Tenant, LLC	Delaware
SPP Fund III Mgmt, LLC	Delaware
SPP Fund III, LLC	Delaware
SPP Galaxy, Inc.	Delaware
SPP III Fundings, LLC	Delaware
SPP Lease Holdings, LLC	Delaware
SPP P-IV Construction, LLC	Delaware
SPP P-IV Master Lessee, LLC	Delaware
SPP Selco, LLC	Delaware
Spring Canyon Energy II LLC	Delaware
Spring Canyon Energy III LLC	Delaware
Spring Canyon Expansion Class B Holdings LLC	Delaware
Spring Canyon Expansion Holdings LLC	Delaware
Spring Canyon Expansion LLC	Delaware
Spring Canyon Interconnection LLC	Delaware
Stafford St Solar 1, LLC	Delaware
Stafford St Solar 2, LLC	Delaware
Stafford St Solar 3, LLC	Delaware
Station A LLC	Delaware
Statoil Energy Power/Pennsylvania, Inc.	Pennsylvania

Steel Bridge Solar, LLC	Delaware
Stony Hills Wind Farm, LLC	Minnesota
Sun City Project LLC	Delaware
Sunora Energy CA LLC	Delaware
Sunora Energy Construction Holdings LLC	Delaware
Sunora Energy International Ltd	British Virgin Islands
Sunora Energy PR LLC	Delaware
Sunora Energy Solutions Holdings LLC	Delaware
Sunora Energy Solutions I LLC	Delaware
Sunora Energy Solutions Limited Partnership	Delaware
Sunora PA Construction Services LLC	Delaware
Sunrise Power Company, LLC	Delaware
Sunrise View Wind Farm, LLC	Iowa
Sunset View Wind Farm, LLC	Iowa
Sunshine State Power (No. 2) B.V.	Netherlands
Sunshine State Power B.V.	Netherlands
Sutton Wind Energy, LLC	Iowa
TA - High Desert, LLC	California
Tacoma Energy Recovery Company	Delaware
TAIR Windfarm, LLC	Minnesota
Taloga Wind II, LLC	Oklahoma
Taloga Wind, L.L.C.	Oklahoma
Tapestry Wind, LLC	Delaware
TCV Pipeline, LLC	Delaware
Texas Coastal Ventures, LLC	Delaware
Texas Genco Financing Corp.	Delaware
Texas Genco GP, LLC	Texas
Texas Genco Holdings, Inc.	Texas
Texas Genco LP, LLC	Delaware
Texas Genco Operating Services, LLC	Delaware
Texas Genco Services, LP	Texas
TG Windfarm, LLC	Minnesota
Tofteland Windfarm, LLC	Minnesota
Topeka Solar 1, LLC	Delaware

TOS Solar 1, LLC	Delaware
TOS Solar 2, LLC	Delaware
TOS Solar 4, LLC	Delaware
TOS Solar 5, LLC	Delaware
Tower of Power, LLC	Minnesota
Tully Farms Solar 1, LLC	Delaware
UB Fuel Cell, LLC	Connecticut
US Retailers LLC	Delaware
Vail Energy, LLC	Arizona
Valle Del Sol Energy, LLC	Delaware
Viejo Energy, LLC	California
Vienna Operations Inc.	Delaware
Vienna Power LLC	Delaware
Viento Funding II, LLC	Delaware
Viento Funding, LLC	Delaware
Virgin Lake Wind Farm, LLC	Iowa
Wabasha Holdco LLC	Delaware
Waipio Land Holdings, LLC	Delaware
Waipio PV Holdings, LLC	Delaware
Waipio PV, LLC	Delaware
Walnut Creek Energy, LLC	Delaware
Watson Cogeneration Company	California
WCEP Holdings, LLC	Delaware
WCP (Generation) Holdings LLC	Delaware
Webster Holdco LLC	Delaware
Welawela Land Holdings, LLC	Delaware
Welawela Solar Holdings, LLC	Delaware
Welawela Solar, LLC	Delaware
West Coast Power LLC	Delaware
West Transmission One, LLC	Delaware
Western Sierra Energy, LLC	California
Westridge Windfarm, LLC	Minnesota
Whispering Wind Acres, LLC	Minnesota
White Caps Windfarm, LLC	Minnesota

Wildcat Energy, LLC	Arizona
Wildorado Interconnect, LLC	Texas
Wildorado Wind, LLC	Texas
Wind Family Turbine, LLC	Iowa
Windcurrent Farms, LLC	Minnesota
Windom Transmission, LLC	Minnesota
WSD Solar Holdings, LLC	Delaware
Zontos Wind, LLC	Iowa

Consent of Independent Registered Public Accounting Firm

The Board of Directors
NRG Energy, Inc.:

We consent to the use of our report dated February 29, 2016, with respect to the consolidated balance sheets of NRG Energy, Inc. as of December 31, 2015 and 2014, and the related consolidated statements of operations, comprehensive (loss)/income, cash flows, and stockholders' equity for each of the years in the three-year period ended December 31, 2015, and the effectiveness of internal control over financial reporting as of December 31, 2015, incorporated herein by reference in the registration statement on Form S-4 to register \$1,000,000,000 of 7.25% Senior Notes due 2026 and to the reference to our firm under the heading "Experts" in the prospectus.

(signed) KPMG LLP

Philadelphia, Pennsylvania
December 14, 2016

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM T-1

**STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE**

CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b) (2)

Delaware Trust Company

(Exact name of trustee as specified in its charter)

Delaware
(Jurisdiction of incorporation or organization if
not a U.S. national bank)

51-0011500
(I.R.S. Employer
Identification No.)

**2711 Centerville Road
Wilmington, Delaware**
(Address of principal executive offices)

19808
(Zip code)

**Corporation Service Company
2711 Centerville Road
Wilmington, Delaware
(800) 927-9801**
(Name, address and telephone number of agent for service)

NRG Energy, Inc.

(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of incorporation
of organization)

41-1724239
(I.R.S. Employer
Identification No.)

**804 Carnegie Center
Princeton, NJ 08540**
(Address of principal executive offices)

08540
(Zip code)

7.250% Senior Notes due 2026
(Title of the indenture securities)

Item 1. General Information.

Furnish the following information as to the trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Office of the State Banking Commissioner
State of Delaware
555 East Loockerman Street
Dover, DE 19901

(b) Whether it is authorized to exercise corporate trust powers.

The trustee is authorized to exercise corporate trust powers.

Item 2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None with respect to the trustee.

Items 3-14.

No responses are included for Items 3—14 because the obligor is not in default as provided under Item 13.

Item 15. Foreign Trustee.

Not applicable.

Item 16. List of Exhibits

List below all exhibits filed as a part of this Statement of Eligibility.

- Exhibit 1. A copy of the Articles of Association of the trustee now in effect is contained in the Certificate of Incorporation.
- Exhibit 2. A copy of the Certificate of Incorporation.
- Exhibit 3. See Exhibit 2.
- Exhibit 4. A copy of by-laws of the trustee as now in effect.
- Exhibit 5. Not applicable.
- Exhibit 6. The consent of the trustee required by Section 321(b) of the Act.
- Exhibit 7. A copy of the latest report of condition of the trustee published pursuant to law or the requirements of its supervising or examining authority.
- Exhibit 8. Not applicable.
- Exhibit 9. Not applicable.
-

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the trustee, Delaware Trust Company, a non-depository trust company and corporation duly organized and existing under the laws of Delaware, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Wilmington and State of Delaware on the day of December 2016.

DELAWARE TRUST COMPANY

/s/ William G. Popeo

Name: William G. Popeo

Title: President & CEO

EXHIBIT 6

December , 2016

Securities and Exchange Commission
Washington, D.C. 20549

Gentlemen:

In accordance with Section 321(b) of the Trust Indenture Act of 1939, as amended, the undersigned hereby consents that reports of examination of the undersigned made by Federal, State, Territorial, or District authorities authorized to make such examination may be furnished by such authorities to the Securities and Exchange Commission upon its request therefor.

Very truly yours,

DELAWARE TRUST COMPANY

/s/ William G. Popeo

Name: William G. Popeo

Title: President & CEO

Apostille

(Convention de La Haye du 5 Octobre 1961)

1. Country: *United States of America*
2. *This public document:*
has been signed by *Jeffrey W. Bullock*
3. acting in the capacity of *Secretary of State of Delaware*
4. bears the seal/stamp of *Office of Secretary of State*

Certified

5. at *Dover, Delaware*
6. the *thirtieth day of June, A.D. 2009*
7. by *Secretary of State, Delaware Department of State*
8. No. *0389366*

9. Seal/Stamp:



10. Signature:

JWB
Secretary of State

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "DELAWARE CHARTER COMPANY", FILED IN THIS OFFICE ON THE NINETEENTH DAY OF MARCH, A.D. 1917, AT 9 O'CLOCK A.M.



0061202

090659597

You may verify this certificate
at corp.delaware.gov/authver.


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7391399

DATE: 06-30-09

CERTIFICATE OF INCORPORATION
of
DELAWARE CHARTER COMPANY

FIRST. The name of this corporation is "DELAWARE CHARTER COMPANY".

SECOND. The location of its principal office in the State of Delaware is in the City of Wilmington, County of New Castle. The name of the resident agent therein, and in charge thereof, is ROBERT PENNINGTON. The street and number of said principal office and the address by street and number of said resident agent is 900-904 Market Street.

THIRD. That the objects for which this company is formed are to do any and all of the things herein set forth to the said extent as natural persons might or could do, and in any part of the world, as principals, agents, contractors, trustees, or otherwise and either alone or in company with others, and this corporation shall have the following powers:

(a)

To the same extent and in the same manner as a natural person being an actual resident in the State of Delaware, or elsewhere, might now or could hereafter do, to act as the agent of, and to represent in Delaware and elsewhere domestic and foreign corporations and to act as the agent upon whom process against all such corporations and all notices, official or otherwise, may be served.

(b)

For and in behalf of such corporations to apply, to obtain and procure to be issued by the Secretary of State of Delaware, or by like officers in other states of the United States of America, and elsewhere, or by other officials in accordance with the law, certificate or certificates authorizing such corporations to transact business in the State of Delaware or elsewhere.

(c)

To provide, to keep, to maintain and in behalf of and as the agent of such corporations, whether organized under the laws of the State of Delaware or elsewhere, offices principal or otherwise, and therein to keep transfer or other books and documents, records and property of every sort and kind, of such corporations, for all purposes, including the transfer of stock.

(d)

To keep and maintain safe deposit vaults and books and to take and receive upon deposit for safe keeping and storage, stocks, bonds, securities, papers, books and documentary record and personal property of every kind or sort, and to let out vaults, safes and other receptacles.

(e)

To promote, act as fiscal agent for, and to organize, reorganize, merge, consolidate, dissolve or otherwise assist, and afford facilities to any company or companies organized or to be organized under the laws of the State of Delaware, or elsewhere, and to act as the agent, trustee or in any other capacity for and in behalf of such corporation.

(f)

To act as the fiscal or transfer agent of any state, municipality, body politic or corporation and in such capacity to receive and disburse money and to transfer, register and countersign certificates of stock, receipts, bonds or other evidences of indebtedness.

(g)

To act as the trustee for the holders of, or otherwise, in relation to any bonds, stocks, certificates or debentures issued or to be issued by any corporation.

(h)

To act as trustee under any mortgage or bond issued by any municipality, body politic, corporation, person or association, and accept and execute any other municipal or corporate trust not inconsistent with law.

(i)

To act as the registrar of stocks, bonds, certificates and debentures, and transfer agent thereof for corporations and others.

(j)

To take, accept and execute any and all such trusts, powers or receiverships of whatever nature or description as may be conferred upon or intrusted or committed to it by any person or persons or any body politic, corporation or other authority by grant, assignment, transfer, devise, bequest or otherwise (or which may be intrusted or committed or transferred to it or vested in it by order of any Court of record) and to receive and take and hold any property or estate, real or personal, which may be the subject or any such trust or receivership.

(k)

To enter into, make, perform and carry on contracts of every kind with any person, firm, association or corporation.

(l)

To purchase or otherwise acquire, to hold, sell, assign, transfer, mortgage, pledge, exchange or otherwise dispose of and to guarantee, underwrite, register and transfer bonds, mortgages, debentures, obligations or shares of the capital stock of any corporation, to exercise, while the owner or trustee thereof, all the rights, powers and privileges including the right to vote thereon which natural persons being the owner of such stock and property, might, could or would exercise.

(m)

To the same extent as natural persons might or could do, to purchase or otherwise acquire, to hold, own, to mortgage, sell, convey or otherwise dispose of, without limit as to amount, within or without the State of Delaware, real and personal property of any class or description.

(n)

To perform the business of appraisal or audit companies and to examine, audit, appraise and report upon the accounts and financial condition of corporations, partnerships and individuals and to appraise or examine and report upon the condition of railroad, manufacturing and other properties and for the information of investors, financial institutes, borrowers of money or purchasers of property.

(o)

To do all and everything suitable or proper for the accomplishment of any of the purposes or attainment of

any of the objects hereinbefore enumerated, or which shall at the time appear conducive or expedient for the protection or benefits of the company and in general to engage in any and all lawful businesses whatever and wherever necessary or convenient.

(p)

To act as the agent, attorney, factor, proxy or broker of any person or persons, corporation or corporations, for any and all purposes whatever to the same extent as a natural person might or could do, and to provide natural persons or corporations to act in any and all such capacities. To obtain and acquire by purchase or any other lawful manner, information, statistics, facts and circumstances of, relating to, or affecting the business, capital, deeds, solvency, credit, responsibility and commercial condition and standing of any and all individuals, firms, associations and corporations engaged in, or connected with, any business, occupation, industry or employment in any part of the world and particularly in and throughout the United States of America and Canada, and to dispose of, sell, loan, pledge, hire and use in any and all lawful ways, the information, statistics, facts and circumstances so obtained and acquired. To act as the attorney, agent or proxy of the holders of stocks, bonds or debentures in any corporation or corporations organized or which may hereafter be organized, and as such to provide natural persons to so act.

IN FURTHERANCE AND NOT IN LIMITATION of the general powers conferred by the laws of Delaware, it is expressly provided that the corporation shall also have the following powers, viz:-

(a)

To take, own, hold, deal in, mortgage or otherwise, lien and to lease, sell, exchange, transfer or in any manner whatever dispose of real property wherever situated.

(b)

To manufacture, purchase or acquire in any lawful manner and to hold, own, mortgage, pledge, sell, transfer or in any manner dispose of and to deal and trade in goods, wares, merchandise and property of any and every class and description.

(c)

To acquire the good will, rights and property of any person, firm, association or corporation, to pay for the same in cash, the stock of this company, bonds or otherwise; to hold or in any manner to dispose of the whole or any part of the property so purchased; to conduct in any lawful manner the whole or any part of any business so acquired, and to exercise all powers, necessary or convenient in and about the conduct and management of such business.

(d)

To apply for or in any manner to acquire, and to hold, own, use and operate or to sell or in any manner dispose of, and to grant licenses or other rights in respect of and in any manner deal with any and all rights, inventions, and employments and processes used in connection with or secured under Letters Patent or Copyrights of the United States or other countries, and to work, operate or develop the same and to carry on any business, manufacturing or otherwise, which may directly or indirectly effectuate these objects, or any of them.

(e)

To enter into, make and perform contracts of every kind with any person, firm, association or corporation and without limit as to amount, to draw, make, accept, endorse, discount, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures, and other negotiable or transferable instruments as far as may be permitted by the laws of the State of Delaware.

(f)

To have offices and carry on business without restrictions as to place or amount.

(g)

To do any or all of the things herein set forth to the same extent as natural persons might or could do and in any part of the world as principals, agents, contractors, trustees or otherwise.

In general to carry on any other business in connection therewith whether manufacturing or otherwise, and use all the powers conferred by the laws of Delaware upon corporations under the act hereinafter referred to.

FOURTH. The amount of the total authorized capital stock shall be One Hundred and Twenty-five Thousand (\$125,000.00) Dollars, which shall be divided into Twelve Hundred and Fifty Shares (1250) of the par value of One Hundred (\$100.00) Dollars each.

The amount of the capital stock with which it will commence business is One Thousand Dollars (\$1,000.00) being ten shares of the par value of One Hundred Dollars (\$100.00) each.

FIFTH. The names and places of residence of each of the subscribers to the capital stock are as follows:

<u>NAME</u>	<u>RESIDENCE</u>
Robert Penington,	Wilmington, Delaware,
Samuel H. Reynard, Jr.,	" "
Lillian A. Brownhill,	" "

SIXTH. The existence of this corporation is to be perpetual.

SEVENTH. The affairs of the corporation are to be conducted by the officers and persons vested by the By-laws; and such persons are to be chosen at the times and places fixed by the By-laws.

EIGHTH. The said corporation shall have power to acquire and become seized and possessed of real and personal property without limit or restriction as to amount and to hold, purchase, mortgage, lease and convey such real and personal property in any state or territory of the United States, and in any foreign country or place.

NINTH. The amount of the indebtedness or liability which the corporation may at any time incur shall be unlimited unless a limit thereto be fixed by the By-laws.

TENTH. The private property of the stockholders shall not be subject to the payment of corporate debts to any extent or in any manner whatever.

ELEVENTH. The directors shall have power to make and alter the By-laws; to fix the amount to be reserved as working capital and to authorize and cause to be executed

mortgages and liens without limit as to amount upon the property and franchises of the corporation.

(a)

The By-laws shall determine whether and to what extent the accounts and books of the corporation, or any of them, shall be open to the inspection of the stockholders; and no stockholder shall have any right of inspecting any account or book or document of the corporation except as conferred by law or the By-laws or by resolutions of the stockholders.

(b)

The stockholders or directors shall have power to hold their meetings and keep the books outside of the State of Delaware, at such places as may be from time to time designated.

SEVENTH. It is the intention that the objects specified in the third paragraph hereof shall, except where otherwise expressed in said paragraph, be nowise limited or restricted by reference to or inference from the terms of any other clause or paragraph in the Certificate of Incorporation, but that the object specified in each of the clauses of this charter shall be regarded as independent objects.

WE, THE UNDERSIGNED, for the purpose of forming a corporation under the laws of the State of Delaware, do make, record and file this certificate and do certify to the facts herein stated are true; and we have accordingly hereunto set our respective hands and seals. Dated at Wilmington, Delaware, this seventeenth day of March, A.D. 1917.

In the presence of:

[Signature]

[Signature] (SEAL)

[Signature] (SEAL)

[Signature] (SEAL)

STATE OF DELAWARE |
COUNTY OF NEW CASTLE | SS

BE IT REMEMBERED, that on this *seventeenth*
day of March, A.D. 1917, personally came before me *Jessie H. Wilson*
H. Wilson a Notary Public for the State of Delaware,
Robert Fenington, Samuel H. Hayward, Jr. and Lillian A.
Brownhill, parties to the foregoing Certificate of Incorporation, known to me personally to be such, and severally acknowledged the said certificate to be the act and deed of the signers respectively, and that the facts therein stated are truly set forth.

GIVEN under my hand and seal of office *the day and*
year aforesaid.

Jessie H. Wilson
Notary Public.



Apostille

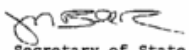
(Convention de La Haye du 5 Octobre 1961)

1. Country: *United States of America*
2. *This public document:*
has been signed by *Jeffrey W. Bullock*
3. acting in the capacity of *Secretary of State of Delaware*
4. bears the seal/stamp of *Office of Secretary of State*

Certified

5. at *Dover, Delaware*
6. the *thirtieth day of June, A.D. 2009*
7. by *Secretary of State, Delaware Department of State*
8. No. *0389367*
9. Seal/Stamp:
10. Signature:




Secretary of State

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CHANGE OF REGISTERED AGENT OF "DELAWARE CHARTER COMPANY", FILED IN THIS OFFICE ON THE EIGHTH DAY OF NOVEMBER, A.D. 1963, AT 9 O'CLOCK A.M.



0061202

090659597

You may verify this certificate
at corp.delaware.gov/authver.


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7391400

DATE: 06-30-09

**CERTIFICATE OF CHANGE OF LOCATION OF PRINCIPAL
OFFICE AND RESIDENT AGENT
OF
DELAWARE CHARTER COMPANY**

The board of directors of the DELAWARE CHARTER COMPANY, a corporation of Delaware, on this seventh day of November, A. D. 1963, do hereby resolve and order that the location of the principal office of this corporation within this State be, and the same hereby is, 900 Market Street, in the City of Wilmington, in the County of New Castle.

The name of the agent therein and in charge thereof upon whom process against this Corporation may be served, is CORPORATION SERVICE COMPANY.

The DELAWARE CHARTER COMPANY, a corporation of Delaware, do hereby certify that the foregoing is a true copy of a resolution adopted by the board of directors at a meeting held as herein stated.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed by its President and Secretary, and its corporate seal to be hereto affixed, the seventh day of November, A. D. 1963.



BY *W. Ragan*
PRESIDENT

L. H. Phillips
Asst. SECRETARY

00013

Apostille

(Convention de La Haye du 5 Octobre 1961)

1. Country: *United States of America*
2. *This public document:*
has been signed by *Jeffrey W. Bullock*
3. acting in the capacity of *Secretary of State of Delaware*
4. bears the seal/stamp of *Office of Secretary of State*

Certified

5. at *Dover, Delaware*
6. the thirtieth day of *June, A.D. 2009*
7. by *Secretary of State, Delaware Department of State*
8. No. *0389368*
9. Seal/Stamp:
10. Signature:



Jeffrey W. Bullock
Secretary of State

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "DELAWARE CHARTER COMPANY", CHANGING ITS NAME FROM "DELAWARE CHARTER COMPANY" TO "CSC TRUST COMPANY OF DELAWARE", FILED IN THIS OFFICE ON THE SIXTH DAY OF FEBRUARY, A. D. 2006, AT 12:01 O'CLOCK P.M.



0061202

090659597

You may verify this certificate
at corp.delaware.gov/authv.


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7391401

DATE: 06-30-09

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:03 PM 02/06/2006
FILED 12:01 PM 02/06/2006
REV 060109789 - 0061202 FILE

RESTATED CERTIFICATE OF INCORPORATION

OF

DELAWARE CHARTER COMPANY

(Originally incorporated on March 19, 1917
under the name Delaware Charter Company)

FIRST. The name of the corporation is "CSC TRUST COMPANY OF DELAWARE" (the "Company").

SECOND. The location of the Company's registered office in the State of Delaware shall be 2711 Centerville Road, Suite 210, Wilmington, County of New Castle, Delaware. The Company shall be its own registered agent at such address.

THIRD. That the objects for which the Company is formed are to do any and all of the things herein set forth to the said extent as natural persons might or could do, and in any part of the world, as principals, agents, contractors, trustees, or otherwise and either alone or in company with others, and the Company shall have the following powers:

(a) To the same extent and in the same manner as a natural person might now or could hereafter do, to act as the agent of, and to represent domestic and foreign corporations or other entities and to act as the agent upon whom process against all such corporations or other entities and all notices, official or otherwise, may be served.

(b) For and in behalf of such corporations or other entities to apply, to obtain and procure to be issued by the Secretary of State of Delaware, or by like officers in other states of the United States of America, and elsewhere, or by other officials in accordance with the law, certificate or certificates authorizing such corporations or other entities to transact business.

(c) To provide, to keep, to maintain for and on behalf of and as the agent of such corporations and other entities offices principal or otherwise, and therein to keep transfer or other books and documents, records and property of every sort and kind, of such corporations and other entities, for all purposes, including, without limitation, the transfer of stock.

(d) To keep and maintain safe deposit vaults and books and to take and receive upon deposit for safe keeping and storage, stocks, bonds, securities, papers, books and documentary record and personal property of every kind or sort, and to let out vaults, safes and other receptacles.

(e) To promote, act as fiscal agent for, and to organize, reorganize, merge, consolidate, dissolve or otherwise assist, and afford facilities to any corporation or other entities organized or to be organized under the laws of the State of Delaware, or elsewhere, and to act as the agent, trustee or in any other capacity for and in behalf of such corporations or other entities.

(f) To act as the fiscal or transfer agent of any state, municipality, body politic, corporation or other entity and in such capacity to receive and disburse money and to transfer, register and countersign certificates of stock, receipts, bonds or other evidences of indebtedness.

(g) To act as the trustee for the holders of, or otherwise, in relation to any bonds, stocks, certificates or debentures issued or to be issued by any corporation or other entity.

(h) To act as trustee under any mortgage or bond issued by any municipality, body politic, corporation, person or association or other entity, and accept and execute any other municipal or corporate trust not inconsistent with law.

(i) To act as the registrar of stocks, bonds, certificates and debentures, and transfer agent thereof for corporations and other entities.

(j) To take, accept and execute any and all such trusts, powers or receiverships of whatever nature or description as may be conferred upon or entrusted or committed to the Company by any person or persons or any body politic, corporation, other entity or other authority by grant, assignment, transfer, devise, bequest or otherwise (or which may be entrusted or committed or transferred to it or vested in it by order of any Court of record) and to receive and take and hold any property or estate, real or personal, which may be the subject or any such trust or receivership.

(k) To enter into, make, perform and carry on contracts of every kind with any person, firm, association, corporation or other entity.

(l) To purchase or otherwise acquire, to hold, sell, assign, transfer, mortgage, pledge, exchange or otherwise dispose of and to guarantee, underwrite, register and transfer bonds, mortgages, debentures, obligations or shares of any corporation or other entity, to exercise, while the owner or trustee thereof, all the rights, powers and privileges including the right to vote thereon which natural persons being the owner of such shares and property, might, could or would exercise.

(m) To the same extent as natural persons might or could do, to purchase or otherwise acquire, to hold, own, to mortgage, sell, convey or otherwise dispose of, without limit as to amount, real and personal property of any class or description.

(n) To perform the business of appraisal or audit companies and to examine, audit, appraise and report upon the accounts and financial condition of corporations, partnerships, other entities and individuals and to appraise or examine and report upon the condition of railroad, manufacturing and other properties and for the information of investors, financial institutes, borrowers of money or purchasers of property.

(o) To do all and everything suitable or proper for the accomplishment of any of the purposes or attainment of any of the objects hereinbefore enumerated, or which shall at the time appear conducive or expedient for the protection or benefits of the company and in general to engage in any and all lawful businesses whatever and wherever necessary or convenient.

(p) To act as the agent, attorney, factor, proxy or broker of any person or persons, corporation or corporations or other entities, for any and all purposes whatever to the same extent as a natural person might or could do, and to provide natural persons, corporations or other entities to act in any and all such capacities. To obtain and acquire by purchase or any other lawful manner, information, statistics, facts and circumstances of, relating to, or affecting the business, capital, deeds, solvency, credit, responsibility and commercial condition and standing of any and all individuals, firms, associations, corporations and other entities engaged in, or connected with, any business, occupation, industry or employment in any part of the world and particularly in and throughout the United States of America and Canada, and to dispose of, sell, loan, pledge, hire and use in any and all lawful ways, the information, statistics, facts and circumstances so obtained and acquired. To act as the attorney, agent or proxy of the holders of stocks, bonds or debentures in any corporation or corporations or other entities organized or which may hereafter be organized, and as such to provide natural persons to so act.

IN FURTHERANCE AND NOT IN LIMITATION of the general powers conferred by the laws of Delaware, it is expressly provided that the Company shall also have the following powers:

(a) To take, own, hold, deal in, mortgage or otherwise, lien and to lease, sell, exchange, transfer or in any manner whatever dispose of real property wherever situated.

(b) To manufacture, purchase or acquire in any lawful manner and to hold, own, mortgage, pledge, sell, transfer or in any manner dispose of and to deal and trade in goods, wares, merchandise and property of any and every class and description.

(c) To acquire the good will, rights and property of any person, firm, association, corporation or other entity to pay for the same in cash, the stock of the Company, bonds or otherwise; to hold or in any manner to dispose of the whole or any part of the property so purchased; to conduct in any lawful manner the whole or any part of any business so acquired, and to exercise all powers, necessary or convenient in and about the conduct and management of such business.

(d) To apply for or in any manner to acquire, and to hold, own, use and operate or to sell or in any manner dispose of, and to grant licenses or other rights in respect of and in any manner deal with any and all rights, inventions, and employments and processes used in connection with or secured under Letters Patent or Copyrights of the United States or other countries, and to work, operate or develop the same and to carry on any business, manufacturing or otherwise, which may directly or indirectly effectuate these objects, or any of them.

(e) To enter into, make and perform contracts of every kind with any person, firm, association, corporation or other entity and without limit as to amount, to draw, make, accept, endorse, discount, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures, and other negotiable or transferable instruments.

(f) To have offices and carry on business without restrictions as to place or amount.

(g) To do any or all of the things herein set forth to the same extent as natural persons might or could do and in any part of the world as principals, agents, contractors, trustees or otherwise.

In general to carry on any other business in connection therewith whether manufacturing or otherwise, and use all the powers conferred by the laws of Delaware upon corporations under the Delaware General Corporation Law.

FOURTH. The amount of the total authorized capital stock shall be Five Hundred Thousand (\$500,000) Dollars, which shall be divided into One-Thousand Shares (1,000) of the par value of Five-Hundred (\$500) Dollars each.

FIFTH. The existence of this corporation is to be perpetual.

SIXTH. The business and affairs of the Company are to be managed by or under a board of directors, which shall be comprised of seven persons or such other number of persons as may be designated from time to time by resolution of the board of directors or in the By-laws of the Company.

SEVENTH. The Company shall have power to acquire and become seized and possessed of real and personal property without limit or restriction as to amount and to hold, purchase, mortgage, lease and convey such real and personal property in any state or territory of the United States, and in any foreign country or place.

EIGHTH. The private property of the stockholders of the Company from time to time shall not be subject to the payment of the debts of the Company to any extent or in any manner whatever.

NINTH. The board of directors shall have power to adopt, amend or repeal any or all of the By-laws of the Company; to fix the amount to be reserved as working capital and to

authorize and cause to be executed mortgages and liens without limit as to amount upon the property and franchises of the Company.

(a) The By-laws of the Company shall determine whether and to what extent the accounts and books of the corporation, or any of them, shall be open to the inspection of the stockholders; and no stockholder shall have any right of inspecting any account or book or document of the corporation except as conferred by law or the By-laws of the Company or by resolutions of the stockholders.

(b) The stockholders or directors shall have power to hold their meetings and keep the books outside of the State of Delaware, at such places as may be from time to time designated.

TENTH. The stockholders of the Company shall not have preemptive rights by virtue of this Restated Certificate of Incorporation or the fact that the Company was incorporated prior to July 3, 1967, and, accordingly, no stockholder shall have preemptive rights or other similar rights except to the extent that such rights are specifically provided for by agreement between such stockholder and the Company.

ELEVENTH. A director of the Company shall not be personally liable to the Company or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Company or its stockholders; (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived an improper personal benefit. If the Delaware General Corporation Law is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Company shall

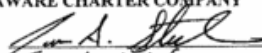
be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Company shall not adversely affect any right or protection of a director of the Company existing at the time of such repeal or modification.

TWELFTH It is the intention that the objects specified in the third paragraph hereof shall, except where otherwise expressed in said paragraph, be nowise limited or restricted by reference to or inference from the terms of any other clause or paragraph in the Restated Certificate of Incorporation, but that the object specified in each of the clauses of this charter shall be regarded as independent objects.

IN WITNESS WHEREOF, this Restated Certificate of Incorporation, which restates and integrates and further amends the provisions of the Certificate of Incorporation of the Company, and which has been duly adopted in accordance with Sections 242 and 245 of the Delaware General Corporation Law, has been executed by a duly authorized officer of the Company this 2nd day of February, 2006.

DELAWARE CHARTER COMPANY

By: 
Name: Sam A. Stitt
Title: CEO

The foregoing Restated Certificate of Incorporation is hereby approved in both substance and in form.


Honorable Robert A. Glen
State Bank Commissioner

February 2, 2006

487830

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "CSC TRUST COMPANY OF DELAWARE", CHANGING ITS NAME FROM "CSC TRUST COMPANY OF DELAWARE" TO "DELAWARE TRUST COMPANY", FILED IN THIS OFFICE ON THE TWENTY-SECOND DAY OF AUGUST, A.D. 2014, AT 5:43 O'CLOCK P.M.


A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



0061202 8100

141102950

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1643996

DATE: 08-25-14

CERTIFICATE OF AMENDMENT
OF
RESTATED CERTIFICATE OF INCORPORATION
OF
CSC TRUST COMPANY OF DELAWARE

CSC TRUST COMPANY OF DELAWARE, a corporation duly organized and existing under the General Corporation Law of the State of Delaware (formerly known as Delaware Charter Company) (the "Corporation"), does hereby certify that:

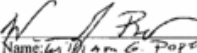
1. The Restated Certificate of Incorporation of the Corporation is hereby amended by deleting the text of Article FIRST thereof and inserting the following in lieu thereof:

"FIRST The name of the corporation is "Delaware Trust Company" (the "Company")."

2. The foregoing amendment was duly adopted in accordance with the provisions of Sections 141 and 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Amendment of Restated Certificate of Incorporation to be duly executed on this 18th day of August, 2014.

CSC TRUST COMPANY OF DELAWARE

By: 
Name: William G. Pope
Title: PTS + CEO

The foregoing Certificate of Amendment of Restated Certificate of Incorporation of CSC Trust Company of Delaware is hereby approved both in substance and in form.

Dated: August 22, 2014

The Honorable Robert A. Glen
State Bank Commissioner
State of Delaware

EXHIBIT 4

**DELAWARE TRUST COMPANY
BY-LAWS**

ARTICLE I – STOCKHOLDERS

Section 1 **Annual Meeting**

An annual meeting of stockholders, for the election of directors to succeed those whose terms expire and for the transaction of such other business as may properly come before the meeting, shall be held at such place, on such date, and at such time as the Board of Directors shall each year fix, which date shall be within thirteen (13) months of the last annual meeting of stockholders or, if no such meeting has been held, the date of incorporation.

Section 2 **Special Meetings**

Special meetings of the stockholders, for any purpose or purposes prescribed in the notice of the meeting, may be called by the Board of Directors, a majority of stockholders entitled to vote or the chief executive officer and shall be held at such place, on such date, and at such time as they or he or she shall fix.

Section 3 **Notice of Meetings**

Written notice of the place, date, and time of all meetings of the stockholders shall be given, not less than ten (10) nor more than sixty (60) days before the date on which the meeting is to be held, to each stockholder entitled to vote at such meeting, except as otherwise

provided herein or required by law (meaning, here and hereinafter, as required from time to time by the Delaware General Corporation Law or the Certificate of Incorporation, as amended, of Delaware Trust Company (the "Company")).

When a meeting is adjourned to another place, date or time, written notice need not be given of the adjourned meeting if the place, date and time thereof are announced at the meeting at which the adjournment is taken; provided, however, that if the date of any adjourned meeting is more than thirty (30) days after the date for which the meeting was originally noticed, or if a new record date is fixed for the adjourned meeting, written notice of the place, date, and time of the adjourned meeting shall be given in conformity herewith. At any adjourned meeting, any business may be transacted which might have been transacted at the original meeting.

Section 4 Quorum

At any meeting of the stockholders, the holders of a majority of all of the shares of the stock entitled to vote at the meeting, present in person or by proxy, shall constitute a quorum for all purposes, unless or except to the extent that the presence of a larger number be required by law. Where a separate vote by a class or classes is required, a majority of the shares of such class or classes present in person or represented by proxy shall constitute a quorum entitled to take action with respect to that vote on that matter.

If a quorum shall fail to attend any meeting, the chairman of the meeting or the holders of a majority of the shares of stock entitled to vote who are present, in person or by proxy, may adjourn the meeting to another place, date, or time.

Section 5. Organization.

Such person as the Board of Directors may have designated or, in the absence of such a person, the chief executive officer of the Company or, in his or her absence, such person as may be chosen by the holders of a majority of the shares entitled to vote who are present, in person or by proxy, shall call to order any meeting of the stockholders and act as chairman of the meeting. In the absence of the Secretary of the Company, the secretary of the meeting shall be the Assistant Secretary or such person as the chairman appoints.

Section 6. Conduct of Business.

The chairman of any meeting of stockholders shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as seem to him or her in order.

Section 7. Proxies and Voting.

At any meeting of the stockholders, every stockholder entitled to vote may vote in person or by proxy authorized by an instrument in writing or by a transmission permitted by law filed in accordance with the procedure established for the meeting. Any copy, facsimile telecommunication or other reliable reproduction of the writing or transmission created pursuant to this paragraph may be substituted or used in lieu of the original writing or transmission for any and all purposes for which the original writing or transmission could be used, provided that such copy, facsimile telecommunication or other reproduction shall be a complete reproduction of the

entire original writing or transmission.

All voting, including on the election of directors but excepting where otherwise required by law, may be by a voice vote; provided, however, that upon demand therefore by a stockholder entitled to vote or by his or her proxy, a stock vote shall be taken. Every stock vote shall be taken by ballots, each of which shall state the name of the stockholder or proxy voting and such other information as may be required under the procedure established for the meeting. The Company may, and to the extent required by law, in advance of any meeting of stockholders, appoint one or more inspectors to act at the meeting and make a written report thereof. The Company may designate one or more persons as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting of stockholders, the person presiding at the meeting may, and to the extent required by law, shall, appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his ability. Every vote taken by ballots shall be counted by an inspector or inspectors appointed by the chairman of the meeting.

All elections shall be determined by a plurality of the votes cast, and except as otherwise required by law, all other matters shall be determined by a majority of the votes cast affirmatively or negatively.

Section 8. Stock List.

A complete list of stockholders entitled to vote at any meeting of stockholders,

arranged in alphabetical order for each class of stock and showing the address of each such stockholder and the number of shares registered in his or her name, shall be open to the examination of any such stockholder, for any purpose germane to the meeting, during ordinary business hours for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or if not so specified, at the place where the meeting is to be held.

The stock list shall also be kept at the place of the meeting during the whole time thereof and shall be open to the examination of any such stockholder who is present. This list shall presumptively determine the identity of the stockholders entitled to vote at the meeting and the number of shares held by each of them.

Section 9. Consent of Stockholders in Lieu of Meeting.

Any action required to be taken at any annual or special meeting of stockholders of the Company, or any action which may be taken at any annual or special meeting of the stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Company by delivery to its registered office in Delaware, its principal place of business, or an officer or agent of the Company having custody of the book in which proceedings of meetings of stockholders are recorded. As set forth in the

Certificate of Incorporation, the Company shall serve as its own registered agent and therefore delivery made to the Company shall constitute delivery to its registered office and shall be made by hand or by certified or registered mail, return receipt requested.

Every written consent shall bear the date of signature of each stockholder who signs the consent and no written consent shall be effective to take the corporate action referred to therein unless, within sixty (60) days of the date the earliest dated consent is delivered to the Company, a written consent or consents signed by a sufficient number of holders to take action are delivered to the Company in the manner prescribed in the first paragraph of this Section.

ARTICLE II - BOARD OF DIRECTORS

Section 1. Number and Term of Office.

The number of directors who shall constitute the whole Board shall be such number as the Board of Directors shall from time to time have designated, provided that the number of directors shall not be less than five. Each director shall be elected and serve until his or her successor is elected and qualified, except as otherwise provided herein or required by law.

The initial members of the Board of Directors of the Company, including the Chairman of the Board, shall be elected by the majority vote of the stockholders entitled to vote. Each such director shall hold office until the first annual meeting of the stockholders and until his successor has been duly elected and qualified or the occurrence of the earlier death or resignation of such director.

Whenever the authorized number of directors is increased between annual

meetings of the stockholders, a majority of the directors then in office shall have the power to elect such new directors for the balance of a term and until their successors are elected and qualified.

Section 2. Vacancies.

If the office of any director becomes vacant by reason of death, resignation, disqualification, removal or other cause, a majority of the directors remaining in office, although less than a quorum, may elect a successor for the unexpired term and until his or her successor is elected and qualified.

Section 3. Regular Meetings.

Regular meetings of the Board of Directors shall be held at such place or places, on such date or dates, and at such time or times as shall have been established by the Board of Directors and publicized among all directors. A notice of each regular meeting shall not be required.

Section 4. Special Meetings.

Special meetings of the Board of Directors may be called by the Chairman of the Board or by one-third (1/3) of the directors then in office (rounded up to the nearest whole number) or by the chief executive officer and shall be held at such place, on such date, and at such time as they or he or she shall fix. Notice of the place, date, and time of each such special

meeting shall be given each director by whom it is not waived by mailing written notice not less than five (5) days before the meeting or by telegraphing or telexing or by facsimile transmission of the same not less than twenty-four (24) hours before the meeting. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting.

Section 5. Quorum.

At any meeting of the Board of Directors, a majority of the total number of the whole Board shall constitute a quorum for all purposes. If a quorum shall fail to attend any meeting, a majority of those present may adjourn the meeting to another place, date, or time, without further notice or waiver thereof.

Section 6. Participation in Meetings By Conference Telephone.

Members of the Board of Directors, or of any committee thereof, may participate in a meeting of such Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other and such participation shall constitute presence in person at such meeting.

Section 7. Conduct of Business.

At any meeting of the Board of Directors, business shall be transacted in such order and manner as the Board may from time to time determine, and all matters shall be determined by the vote of a majority of the directors present, except as otherwise provided herein

or required by law. Action may be taken by the Board of Directors without a meeting if all members thereof consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors.

Section 8. Powers

The Board of Directors may, except as otherwise required by law, exercise all such powers and do all such acts and things as may be exercised or done by the Company, including, without limiting the generality of the foregoing, the unqualified power:

- (1) To declare dividends from time to time in accordance with law;
- (2) To purchase or otherwise acquire any property, rights or privileges on such terms as it shall determine;
- (3) To authorize the creation, making and issuance, in such form as it may determine, of written obligations of every kind, negotiable or non-negotiable, secured or unsecured, and to do all things necessary in connection therewith;
- (4) To remove any officer of the Company with or without cause, and from time to time to devolve the powers and duties of any officer upon any other person for the time being;
- (5) To confer upon any officer of the Company the power to appoint, remove and suspend subordinate officers, employees and agents;
- (6) To adopt from time to time such stock option, stock purchase, bonus or other compensation plans for directors, officers, employees and agents of the Company and its

subsidiaries as it may determine;

(7) To adopt from time to time such insurance, retirement, and other benefit plans for directors, officers, employees and agents of the Company and its subsidiaries as it may determine; and,

(8) To adopt from time to time regulations, not inconsistent with these By-laws, for the management of the Company's business and affairs.

Section 9. Compensation of Directors.

Directors, as such, may receive, pursuant to resolution of the Board of Directors, fixed fees and other compensation for their services as directors, including, without limitation, their services as members of committees of the Board of Directors.

ARTICLE III - COMMITTEES

Section 1. Committees of the Board of Directors.

The Board of Directors, by a vote of a majority of the whole Board, may from time to time designate committees of the Board, with such lawfully delegable powers and duties as it thereby confers, to serve at the pleasure of the Board and shall, for those committees and any others provided for herein, elect a director or directors to serve as the member or members, designating, if it desires, other directors as alternate members who may replace any absent or disqualified member at any meeting of the committee. Any committee so designated may exercise the power and authority of the Board of Directors to declare a dividend, to authorize the

issuance of stock or to adopt a certificate of ownership and merger pursuant to Delaware law if the resolution which designates the committee or a supplemental resolution of the Board of Directors shall so provide. In the absence or disqualification of any member of any committee and any alternate member in his or her place, the member or members of the committee present at the meeting and not disqualified from voting, whether or not he or she or they constitute a quorum, may by unanimous vote appoint another member of the Board of Directors to act at the meeting in the place of the absent or disqualified member.

Section 2. Conduct of Business.

Each committee may determine the procedural rules for meeting and conducting its business and shall act in accordance therewith, except as otherwise provided herein or required by law. Adequate provision shall be made for notice to members of all meetings; one-third (1/3) of the members shall constitute a quorum unless the committee shall consist of one (1) or two (2) members, in which event one (1) member shall constitute a quorum; and all matters shall be determined by a majority vote of the members present. Action may be taken by any committee without a meeting if all members thereof consent thereto in writing, and the writing or writings are filed with the minutes of the proceedings of such committee.

ARTICLE IV - OFFICERS

Section 1. Generally.

The Board of Directors shall elect a President and may elect or appoint a

Chairman of the Board, a Secretary and such other officers as it may from time to time choose to elect or appoint, including, but not limited to, one or more Vice Presidents (any one or more of whom may be designated Executive Vice Presidents or Senior Vice Presidents) and a Treasurer. Officers shall be elected by the Board of Directors. Each officer shall hold office until his or her successor is elected and qualified or until his or her earlier resignation or removal. Any number of offices may be held by the same person. Any vacancies occurring in officer positions may be filled at any regular or special meeting of the Board of Directors.

The compensation of officers required by this section to be elected or appointed by the Board of Directors may be fixed by the Board of Directors. The compensation of other officers may be fixed either by the Board of Directors or by the President. Each officer shall be sworn to the faithful performance of his duties. In the absence of a Chairman of the Board to preside at meetings of the Board of Directors, the President shall preside at meetings of the Board of Directors.

Section 2. President.

Subject to the provisions of these By-laws and to the direction of the Board of Directors, he or she shall have the responsibility for the general management and control of the business and affairs of the Company and shall perform all duties and have all powers which are commonly incident to the office of chief executive or which are delegated to him or her by the Board of Directors. He or she shall have power to sign all stock certificates, contracts and other instruments of the Company which are authorized and shall have general supervision and

direction of all of the other officers, employees and agents of the Company. In the event of the President's absence or disability, the Board shall appoint an Officer to perform the duties and exercise the powers of the President.

Section 3. Vice President.

Each Vice President shall have such powers and duties as may be delegated to him or her by the Board of Directors. He or she may sign, with other authorized officers, all contracts, instruments or documents in the name of the Company and may affix or cause to be affixed thereto the seal of the Company.

Section 4. Treasurer.

The Treasurer shall have the responsibility for maintaining the financial records of the Company. He or she shall make such disbursements of the funds of the Company as are authorized and shall render from time to time an account of all such transactions and of the financial condition of the Company. The Treasurer shall also perform such other duties as the Board of Directors may from time to time prescribe.

Section 5. Secretary and Assistant Secretary

The Secretary or Assistant Secretary shall issue all authorized notices for, and shall keep minutes of, all meetings of the stockholders and the Board of Directors. The Secretary or Assistant Secretary may sign, with other authorized officers, all contracts, instruments or

documents in the name of the Company and may affix or cause to be affixed thereto the seal of the Company, of which he or she shall be the custodian. The Secretary or Assistant Secretary shall have charge of the corporate books and shall perform such other duties as the Board of Directors may from time to time prescribe.

Section 6. Delegation of Authority.

The Board of Directors may from time to time delegate the powers or duties of any officer to any other officers or agents, notwithstanding any provision hereof.

Section 7. Removal.

Any officer of the Company may be removed at any time, with or without cause, by the Board of Directors.

Section 8. Action with Respect to Securities of Other Corporations.

Unless otherwise directed by the Board of Directors, the President or any officer of the Company authorized by the President shall have power to vote and otherwise act on behalf of the Company, in person or by proxy, at any meeting of stockholders of or with respect to any action of stockholders of any other corporation in which this Company may hold securities and otherwise to exercise any and all rights and powers which this Company may possess by reason of its ownership of securities in such other corporation.

ARTICLE V - STOCK

Section 1. Certificates of Stock.

Each stockholder shall be entitled to a certificate signed by, or in the name of the Company by, the President or a Vice President, and by the Secretary or an Assistant Secretary, or the Treasurer or an Assistant Treasurer, certifying the number of shares owned by him or her. Any or all of the signatures on the certificate may be by facsimile.

Section 2. Transfers of Stock.

Transfers of stock shall be made only upon the transfer books of the Company kept at an office of the Company or by transfer agents designated to transfer shares of the stock of the Company. Except where a certificate is issued in accordance with Section 4 of Article V of these By-laws, an outstanding certificate for the number of shares involved shall be surrendered for cancellation before a new certificate is issued therefor.

Section 3. Record Date.

In order that the Company may determine the stockholders entitled to notice of or to vote at any meeting of stockholders, or to receive payment of any dividend or other distribution or allotment of any rights or to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date on which the resolution fixing the record date is adopted and which record date shall not be more than sixty

(60) nor less than ten (10) days before the date of any meeting of stockholders, nor more than sixty (60) days prior to the time for such other action as hereinbefore described; provided, however, that if no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held, and, for determining stockholders entitled to receive payment of any dividend or other distribution or allotment of rights or to exercise any rights of change, conversion or exchange of stock or for any other purpose, the record date shall be at the close of business on the day on which the Board of Directors adopts a resolution relating thereto.

A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

In order that the Company may determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall be not more than ten (10) days after the date upon which the resolution fixing the record date is adopted. If no record date has been fixed by the Board of Directors and no prior action by the Board of Directors is required by the Delaware General Corporation Law, the record date shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Company in the

manner prescribed by Article I, Section 9 hereof. If no record date has been fixed by the Board of Directors and prior action by the Board of Directors is required by the Delaware General Corporation Law with respect to the proposed action by written consent of the stockholders, the record date for determining stockholders entitled to consent to corporate action in writing shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

Section 4. Lost, Stolen or Destroyed Certificates.

In the event of the loss, theft or destruction of any certificate of stock, another may be issued in its place pursuant to such regulations as the Board of Directors may establish concerning proof of such loss, theft or destruction and concerning the giving of a satisfactory bond or bonds of indemnity.

Section 5. Regulations.

The issue, transfer, conversion and registration of certificates of stock shall be governed by such other regulations as the Board of Directors may establish.

ARTICLE VI - NOTICES

Section 1. Notices.

Except as otherwise specifically provided herein or required by law, all notices

required to be given to any stockholder, director, officer, employee or agent shall be in writing and may in every instance be effectively given by hand delivery to the recipient thereof, by depositing such notice in the mails, postage paid, by sending such notice by prepaid telegram or mailgram, or by transmitting such notice by facsimile. Any such notice shall be addressed to such stockholder, director, officer, employee or agent at his or her last known address as the same appears on the books of the Company. The time when such notice is received, if hand delivered, or dispatched, if delivered through the mails or by telegram or mailgram, shall be the time of the giving of the notice.

Section 2. Waivers.

A written waiver of any notice, signed by a stockholder, director, officer, employee or agent, whether before or after the time of the event for which notice is to be given, shall be deemed equivalent to the notice required to be given to such stockholder, director, officer, employee or agent. Neither the business nor the purpose of any meeting need be specified in such a waiver.

ARTICLE VII - MISCELLANEOUS

Section 1. Facsimile Signatures.

In addition to the provisions for use of facsimile signatures elsewhere specifically authorized in these By-laws, facsimile signatures of any officer or officers of the Company may be used whenever and as authorized by the Board of Directors or a committee thereof.

Section 2. Corporate Seal.

The Board of Directors may provide a suitable seal, containing the name of the Company, which seal shall be in the charge of the Secretary. If and when so directed by the Board of Directors or a committee thereof, duplicates of the seal may be kept and used by the Treasurer or by an Assistant Secretary or Assistant Treasurer.

Section 3. Reliance upon Books, Reports and Records.

Each director, each member of any committee designated by the Board of Directors, and each officer of the Company shall, in the performance of his or her duties, be fully protected in relying in good faith upon the books of account or other records of the Company and upon such information, opinions, reports or statements presented to the Company by any of its officers or employees, or committees of the Board of Directors so designated, or by any other person as to matters which such director or committee member reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company.

Section 4. Fiscal Year.

The fiscal year of the Company shall be as fixed by the Board of Directors.

Section 5. Time Periods.

In applying any provision of these By-laws which requires that an act be done or not be done a specified number of days prior to an event or that an act be done during a period of a specified number of days prior to an event, calendar days shall be used, the day of the doing of the act shall be excluded, and the day of the event shall be included.

ARTICLE VIII - INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 1. Right to Indemnification.

Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she is or was a director or an officer of the Company or is or was serving at the request of the Company as a director, or officer (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Company to the fullest extent authorized by the Delaware General Corporation Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Company to provide broader indemnification rights than such law permitted the Company to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith; provided, however,

that, except as provided in Section 3 of this ARTICLE VIII with respect to proceedings to enforce rights to indemnification, the Company shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the Board of Directors of the Company.

Section 2. Right to Advancement of Expenses.

The right to indemnification conferred in Section 1 of this ARTICLE VIII shall include the right to be paid by the Company the expenses (including attorney's fees) incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the Delaware General Corporation Law requires, an advancement of expenses incurred by an indemnitee in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such indemnitee, including, without limitation, service to an employee benefit plan) shall be made only upon delivery to the Company of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Section 2 or otherwise. The rights to indemnification and to the advancement of expenses conferred in Sections 1 and 2 of this ARTICLE VIII shall be contract rights and such rights shall continue as to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators.

Section 3. Right of Indemnitee to Bring Suit.

If a claim under Section 1 or 2 of this ARTICLE VIII is not paid in full by the Company within sixty (60) days after a written claim has been received by the Company, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty (20) days, the indemnitee may at any time thereafter bring suit against the Company to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the Company to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit brought by the Company to recover an advancement of expenses pursuant to the terms of an undertaking, the Company shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met any applicable standard for indemnification set forth in the Delaware General Corporation Law. Neither the failure of the Company (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Delaware General Corporation Law, nor an actual determination by the Company (including its Board of Directors, independent legal counsel, or its stockholders) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct or,

in the case of such a suit brought by the indemnitee, be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or brought by the Company to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this ARTICLE VIII or otherwise shall be on the Company.

Section 4. Non-Exclusivity of Rights.

The rights to indemnification and to the advancement of expenses conferred in this ARTICLE VIII shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the Company's Certificate of Incorporation, By-laws, agreement, vote of stockholders or disinterested directors or otherwise.

Section 5. Insurance.

The Company may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Company or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Company would have the power to indemnify such person against such expense, liability or loss under Delaware law.

Section 6. Indemnification of Employees and Agents of the Company

The Company may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Company to the fullest extent of the provisions of this Article with respect to the indemnification and advancement of expenses of directors and officers of the Company.

ARTICLE IX - AMENDMENTS

These By-laws may be amended or repealed by the Board of Directors at any meeting or by the stockholders at any meeting.

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EXHIBIT 7

Report of Condition of

Delaware Trust Company

of 2711 Centerville Road, Suite 200, Wilmington, Delaware 19808

at the close of business September 30, 2016, filed in accordance with 5 Del. Laws, c.9, §904

**Dollar Amounts
In Thousands**

ASSETS

Cash and balances due from depository institutions:

Noninterest-bearing balances and currency and coin

Interest-bearing balances	2,071
Securities:	
Held-to-maturity securities	
Available-for-sale securities	
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	
Securities purchased under agreements to resell	
Loans and lease financing receivables:	
Loans and leases held for sale	
Loans and leases, net of unearned income	
LESS: Allowance for loan and lease losses	
Loans and leases, net of unearned income and allowance	0
Trading Assets	
Premises and fixed assets (including capitalized leases)	
Other real estate owned	
Investments in unconsolidated subsidiaries and associated companies	
Direct and indirect investments in real estate ventures	
Intangible assets	
Goodwill	
Other intangible assets	
Other assets	107,783
Total assets	109,854

LIABILITIES	
Deposits:	
In domestic offices	
Noninterest-bearing	
Interest-bearing	
In foreign offices, Edge and Agreement subsidiaries, and IBFs	
Noninterest-bearing	
Interest-bearing	
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices	
Securities sold under agreements to repurchase	
Trading liabilities	
Other borrowed money	
(includes mortgage indebtedness and obligations under capitalized leases)	
Subordinated notes and debentures	
Other liabilities	1,506
Total liabilities	1,506
EQUITY CAPITAL	
Perpetual preferred stock and related surplus	
Common stock	500
Surplus (exclude all surplus related to preferred stock)	105,501
Retained earnings	2,347
Accumulated other comprehensive income	
Other equity capital components	
Total institution equity capital	108,348
Noncontrolling (minority) interests in consolidated subsidiaries	
Total equity capital	108,348
Total liabilities, and equity capital	109,854

I, Thomas C. Porth, CFO of the above-named State Non-Depository Trust Company, do hereby declare that this Report of Condition has been prepared in conformance with the instructions issued by the appropriate State regulatory authority and is true to the best of my knowledge and belief.

/s/ Thomas C. Porth

Thomas C. Porth
CFO

We, the undersigned directors, attest to the correctness of this Report of Condition and declare that it has been examined by us and to the best of our knowledge and belief has been prepared in conformance with the instructions issued by the appropriate State regulatory authority and is true and correct.

/s/ William G. Popeo

William G. Popeo

/s/ Ian R. McConnel

Ian R. McConnel

Letter of Transmittal

Offer to Exchange

7.250% Senior Notes due 2026, which have been registered under the Securities Act of 1933, as amended,
for any and all outstanding 7.250% Senior Notes due 2026
144A Notes (CUSIP 629377 BZ4 and ISIN US629377BZ41)
Regulation S Notes (CUSIP U66962 AM0 and ISIN USU66962AM04)

of

NRG ENERGY, INC.

THE EXCHANGE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON 2016 (THE "EXPIRATION DATE"), UNLESS EXTENDED BY NRG ENERGY, INC. IN ITS SOLE DISCRETION.

The Exchange Agent for the Exchange Offer is:

DELAWARE TRUST COMPANY, EXCHANGE AGENT

*By Registered or Certified Mail or
Overnight Carrier:*
Delaware Trust Company
103 Foulk Road
Wilmington, DE 19803
Attention: Trust Administration

Facsimile Transmission:
(for eligible institutions only)
(302) 636-8666

Confirm by Telephone:
(877) 374-6010

By Hand Delivery:
Delaware Trust Company
103 Foulk Road
Wilmington, DE 19803
Attention: Trust Administration

Delivery of this Letter of Transmittal to an address other than as set forth above or transmission of this Letter of Transmittal via a facsimile transmission will not constitute a valid delivery.

PLEASE READ THE ENTIRE LETTER OF TRANSMITTAL, INCLUDING THE INSTRUCTIONS TO THIS LETTER, CAREFULLY BEFORE CHECKING ANY BOX BELOW.

Capitalized terms used in this Letter of Transmittal and not defined herein shall have the respective meanings ascribed to them in the Prospectus (as defined herein).

List in Box 1 below the Old Notes of which you are the holder. If the space provided in Box 1 is inadequate, list the principal amount at maturity of Old Notes on a separate signed schedule and affix that schedule to this Letter of Transmittal.

BOX 1			
DESCRIPTION OF OLD NOTES			
Names and Address(es) of Registered Holder(s) (Please Fill In)	Certificate Number(s)*	Aggregate Principal Amount Represented**	Principal Amount Tendered**
Total principal amount of Old Notes			
* need not be completed by holders delivering by book-entry transfer (see below) ** Old Notes may be tendered in whole or in part in minimum denomination of \$2,000 and integral multiples of \$1,000 in excess thereof. All Old Notes held shall be deemed tendered unless a lesser number is specified in this column. See Instruction 4.			

Check here if tendered Old Notes are being delivered by book-entry transfer made to the account maintained by the Exchange Agent with The Depository Trust Company ("DTC") and complete the following:

Name of Tendering Institution: _____

Account Number with DTC: _____

Transaction Code Number: _____

By crediting the Old Notes to the Exchange Agent's (as defined herein) Account at DTC in accordance with DTC's Automated Tender Offer Program ("ATOP") and by complying with applicable ATOP procedures with respect to the Exchange Offer (as defined herein), including transmitting an agent's message to the Exchange Agent in which the holder of the Old Notes acknowledges receipt of this Letter of Transmittal and agrees to be bound by the terms of this Letter of Transmittal, the participant in DTC confirms on behalf of itself and the beneficial owners of such Old Notes all provisions of this Letter of Transmittal applicable to it and such beneficial owners as fully as if it had completed the information required herein and executed and transmitted this Letter of Transmittal to the Exchange Agent.

The undersigned acknowledges receipt of (i) the Prospectus, dated _____, 2016 (the "Prospectus"), of NRG Energy, Inc. (the "Issuer") and the subsidiaries of the Issuer named as additional registrants in the registration statement in which the Prospectus is included (together, the "Guarantors") and (ii) this Letter of Transmittal, which may be amended from time to time, which together constitute the offer of the Issuer and the Guarantors (the "Exchange Offer") to exchange up to \$1,000,000,000 aggregate principal amount of 7.250% Senior Notes due 2026 (together with the guarantees thereof, the "Exchange Notes"), which have been registered under the Securities Act of 1933, as amended (the "Securities Act"), for a like principal amount of outstanding 7.250% Senior Notes due 2026 (together with the guarantees thereof, the "Old Notes"), of the Issuer. The Old Notes were issued and sold in a transaction exempt from registration under the Securities Act.

The undersigned has completed, executed and delivered this Letter of Transmittal to indicate the action he or she desires to take with respect to the Exchange Offer.

A beneficial owner whose Old Notes are held by a broker, dealer, commercial bank, trust company or other nominee and who desires to tender such Old Notes in this Exchange Offer need not complete this Letter of Transmittal and must contact its nominee and instruct the nominee to tender its Old Notes on its behalf.

A participant through DTC who wishes to participate in the Exchange Offer must either (1) complete, sign, and mail or transmit this Letter of Transmittal to Delaware Trust Company (the "Exchange Agent") or (2) electronically submit its acceptance through DTC's ATOP system, in either case, prior to the Expiration Date.

This Letter of Transmittal need not be completed by a DTC participant tendering through ATOP. A transmission of an acceptance to DTC through ATOP shall constitute your agreement to be bound by this Letter of Transmittal and your acceptance that we may enforce such agreement against you.

By crediting the Old Notes to the Exchange Agent's Account at DTC in accordance with ATOP and by complying with applicable ATOP procedures with respect to the Exchange Offer, including transmitting an agent's message to the Exchange Agent in which the holder of the Old Notes acknowledges receipt of this Letter of Transmittal and agrees to be bound by the terms of this Letter of Transmittal, the DTC Participant confirms on behalf of itself and the beneficial owners of such Old Notes all provisions of this Letter of Transmittal applicable to it and such beneficial owners as fully as if it had completed the information required herein and executed and transmitted this Letter of Transmittal to the Exchange Agent.

Such holders who wish to tender through DTC's ATOP procedures should allow sufficient time for completion of the ATOP procedures during the normal business hours of DTC on or before the Expiration Date.

Tenders of Old Notes may be withdrawn at any time prior to the Expiration Date. For a withdrawal of Old Notes to be effective, the Exchange Agent must receive a written or facsimile transmission containing a notice of withdrawal prior to the Expiration Date, or a properly transmitted "Request Message" through ATOP.

Beneficial owners of Old Notes who are not direct participants in DTC must contact their broker, bank or other nominee or custodian to arrange for their direct participation in DTC or to submit an instruction to DTC on their behalf in accordance with its requirements. The beneficial owners of Old Notes that are held in the name of a broker, bank or other nominee or custodian should contact such entity sufficiently in advance of the Expiration Date if they wish to tender their Old Notes and ensure that the Old Notes in DTC are blocked in accordance with the requirements and deadlines of DTC. Such beneficial owners of the Old Notes should not submit such instructions directly to DTC, us or the Exchange Agent.

The Instructions included with this Letter of Transmittal must be followed in their entirety. Questions and requests for assistance or for additional copies of the Prospectus or this Letter of Transmittal may be directed to the Exchange Agent, at the address listed above.

Ladies and Gentlemen:

Upon the terms and subject to the conditions of the Exchange Offer, the undersigned tenders to the Issuer and the Guarantors the principal amount of Old Notes indicated above. Subject to, and effective upon, the acceptance for exchange of the Old Notes tendered with this Letter of Transmittal, the undersigned exchanges, assigns and transfers to, or upon the order of, the Issuer and the Guarantors, all right, title and interest in and to the Old Notes tendered.

The undersigned constitutes and appoints the Exchange Agent as his or her agent and attorney-in-fact (with full knowledge that the Exchange Agent also acts as the agent of the Issuer and the Guarantors) with respect to the tendered Old Notes, with full power of substitution, to: (a) deliver Old Notes and all accompanying evidence of transfer and authenticity to or upon the order of the Issuer upon receipt by the Exchange Agent, as the undersigned's agent, of the Exchange Notes to which the undersigned is entitled upon the acceptance by the Issuer and the Guarantors of the Old Notes tendered under the Exchange Offer and (b) receive all benefits and otherwise exercise all rights of beneficial ownership of the Old Notes, all in accordance with the terms of the Exchange Offer. The power of attorney granted in this paragraph shall be deemed irrevocable and coupled with an interest.

The undersigned hereby represents and warrants that he or she has full power and authority to tender, exchange, assign and transfer the Old Notes tendered hereby and to acquire Exchange Notes issuable upon exchange of the tendered Old Notes, and that, when the tendered Old Notes are accepted for exchange, the Issuer and the Guarantors will acquire good and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claims. The undersigned will, upon request, execute and deliver any additional documents deemed by the Issuer to be necessary or desirable to complete the exchange, assignment and transfer of the Old Notes tendered.

The undersigned agrees that acceptance of any tendered Old Notes by the Issuer and the Guarantors and the issuance of Exchange Notes in exchange therefore shall constitute performance in full by the Issuer and Guarantors of their respective obligations under the registration rights agreement that the Issuer and Guarantors entered into with the initial purchasers of the Old Notes (the "Registration Rights Agreement") and that, upon the issuance of the Exchange Notes, the Issuer and Guarantors will have no further obligations or liabilities under the Registration Rights Agreement (except in certain limited circumstances). By tendering Old Notes, the undersigned represents and certifies for the benefit of the Issuer that:

- the undersigned or any other person acquiring the Exchange Notes in exchange for Old Notes held for the account of the undersigned in the Exchange Offer, is acquiring such Exchange Notes in the ordinary course of business;
- neither the undersigned nor any other person acquiring Exchange Notes in exchange for Old Notes held for the account of the undersigned in the Exchange Offer is engaging in or intends to engage in (or has any arrangement or understanding with any person to participate in) a distribution of the Exchange Notes within the meaning of the federal securities laws;
- neither the undersigned nor any other person acquiring Exchange Notes in exchange for Old Notes held for the account of the undersigned is an "affiliate," as defined under Rule 405 of the Securities Act, of the Issuer;
- neither the undersigned nor any other person acquiring Exchange Notes in exchange for Old Notes held for the account of the undersigned in the Exchange Offer is a broker-dealer tendering Old Notes directly acquired from the Issuer for its own account; and
- the undersigned is not acting on behalf of any person or entity that could not truthfully make the foregoing representations.

The undersigned represents, certifies and acknowledges, for the benefit of the Issuer, that, if it is a broker-dealer that will receive Exchange Notes for its own account in exchange for Old Notes: (1) the Old Notes to be exchanged for Exchange Notes were acquired by it as a result of market-making or other trading activities, (2) it has not entered into any arrangement or understanding with the Issuer or an affiliate of the Issuer to distribute the Exchange Notes and (3) it will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of such Exchange Notes; however, by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

Any holder who tenders in the Exchange Offer with the intention of participating in any manner in a distribution of the Exchange Notes, who is an affiliate of ours or who is a broker or dealer who acquired Old Notes directly from the Issuer cannot rely on the position of the Staff of the Securities and Exchange Commission set forth in "Exxon Capital Holdings Corporation" or similar interpretive letters; and must comply with the registration and prospectus delivery requirements of the Securities Act in connection with a secondary resale transaction.

The undersigned understands that the Issuer and the Guarantors may accept the undersigned's tender by delivering oral (promptly confirmed in writing) or written notice of acceptance to the Exchange Agent following expiration of the Exchange Offer, at which time the undersigned's right to withdraw such tender will terminate.

All authority conferred or agreed to be conferred by this Letter of Transmittal shall survive the death or incapacity of the undersigned, and every obligation of the undersigned under this Letter of Transmittal shall be binding upon the undersigned's heirs, legal representatives, successors, assigns, executors and administrators of the undersigned. Tenders may be withdrawn only in accordance with the procedures set forth in the Instructions included with this Letter of Transmittal.

Unless otherwise indicated under "Special Delivery Instructions" below, the Exchange Agent will deliver Exchange Notes (and, if applicable, any Old Notes not tendered or properly withdrawn) to the undersigned's account indicated below by book-entry transfer.

**Use of Guaranteed Delivery
(See Instruction 1)**

To be completed only if tendered Old Notes are being delivered pursuant to a notice of guaranteed delivery previously sent to the Exchange Agent. Complete the following (please enclose a photocopy of such notice of guaranteed delivery):

Name of Registered Holder(s): _____

Window Ticket Number (if any): _____

Date of Execution of the Notice of Guaranteed Delivery: _____

Name of Eligible Institution that Guaranteed Delivery: _____

Name of Registered Holder(s): _____

If Delivered By Book-Entry Transfer, Complete The Following:

Name of Tendering Institution: _____

Account Number at DTC: _____

Transaction Code Number: _____

Broker-Dealer Status

- Check here if you are a broker-dealer that acquired your tendered Old Notes for your own account as a result of market-making or other trading activities and wish to receive 10 additional copies of the Prospectus and any amendments or supplements thereto.

Name: _____

Address: _____

NOTE: SIGNATURES MUST BE PROVIDED BELOW

BOX 2

PLEASE SIGN HERE

This Letter of Transmittal must be signed by the registered holder(s) of Old Notes exactly as their name(s) appear(s) on certificate(s) for Old Notes, if any, or on a security position listing, or by person(s) authorized to become registered holder(s) by endorsements and documents transmitted with this Letter of Transmittal. If the signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer or other person acting in a fiduciary or representative capacity, such person must set forth his or her full title below under "Capacity" and submit evidence satisfactory to the Exchange Agent of such person's authority to so act. See Instruction 3 below.

If the signature appearing below is not of the registered holder(s) of the Old Notes, then the registered holder(s) must sign a valid power of attorney.

X _____

X _____
Signature(s) of Holder(s) or Authorized Signatory

Dated: _____

Name(s): _____

Capacity: _____

Address: _____
Including Zip Code

Area Code and Telephone Number _____

Please Complete Substitute Form W-9 Herein
SIGNATURE GUARANTEE (If required—see Instruction 3)
Certain Signatures Must be Guaranteed by a Signature Guarantor

(Name of Signature Guarantor Guaranteeing Signatures)

(Address (including zip code) and Telephone Number (including area code) of Firm)

(Authorized Signature)

(Printed Name)

(Title)

Dated _____

SPECIAL ISSUANCE INSTRUCTIONS

(See Instructions 3, 4 and 5)

To be completed ONLY if certificates for Old Notes in a principal amount not tendered are to be issued in the name of, or Exchange Notes issued pursuant to the Exchange Offer are to be issued in the name of, someone other than the person or persons whose name(s) appear(s) within this Letter of Transmittal or issued to an address different from that shown in the box entitled "Description of Old Notes" within this Letter of Transmittal.

Issue: Exchange Notes Old Notes (Complete as applicable)

Name _____
(Please Print)

Address _____
(Please Print)

(Zip Code)

Tax Identification or Social Security Number
(See Substitute Form W-9 Herein)

Credit Old Notes not tendered by this Letter of Transmittal, by book-entry transfer to:

- The Depository Trust Company
- _____
- Account Number

Credit Exchange Notes issued pursuant to the Exchange Offer by book-entry transfer to:

- The Depository Trust Company
- _____
- Account Number

SPECIAL DELIVERY INSTRUCTIONS

(See Instructions 3 and 4)

To be completed ONLY if certificates for Old Notes in a principal amount not tendered or Exchange Notes are to be sent to someone other than the person or persons whose name(s) appear(s) within this Letter of Transmittal in the box entitled "Description of Old Notes" within this Letter of Transmittal.

Deliver: Exchange Notes Old Notes (Complete as applicable)

Name _____
(Please Print)

Address _____
(Please Print)

(Zip Code)

Is this a permanent address change:

- Yes
- No (check one box)

**INSTRUCTIONS
FORMING PART OF THE TERMS AND
CONDITIONS OF THE EXCHANGE OFFER**

1. Delivery of this Letter of Transmittal.

This Letter of Transmittal is to be completed by holders of Old Notes if certificates representing such Old Notes are to be forwarded herewith, or, unless an agent's message is utilized, if delivery of such certificates is to be made by book-entry transfer to the Exchange Agent's account maintained by DTC, pursuant to the procedures set forth in the Prospectus under "Exchange Offer—Procedures for brokers and custodian banks; DTC ATOP accounts." For a holder to properly tender Old Notes pursuant to the Exchange Offer, a properly completed and duly executed Letter of Transmittal (or a manually signed facsimile thereof), together with any signature guarantees and any other documents required by these Instructions, or a properly transmitted agent's message in the case of a book entry transfer, must be received by the Exchange Agent at its address set forth herein prior to 12:00 midnight, New York City time on the Expiration Date, and either (1) certificates representing such Old Notes must be received by the Exchange Agent at its address, or (2) such Old Notes must be transferred pursuant to the procedures for book-entry transfer described in the Prospectus under "Exchange Offer—Procedures for brokers and custodian banks; DTC ATOP accounts" and a book-entry confirmation must be received by the Exchange Agent prior to 12:00 midnight, New York City time on the Expiration Date.

The method of delivery of this Letter of Transmittal, the Old Notes and all other required documents to the Exchange Agent is at the election and sole risk of the holder. Instead of delivery by mail, holders should use an overnight or hand delivery service. In all cases, holders should allow for sufficient time to ensure delivery to the Exchange Agent prior to the expiration of the Exchange Offer. Holders may request their broker, dealer, commercial bank, trust company or nominee to effect these transactions for such holder. The delivery will be deemed made when actually received by the Exchange Agent. If delivery is by mail, the use of registered mail with return receipt requested, properly insured, is suggested.

Holders that cannot deliver their book-entry confirmation and all other required documents to the Exchange Agent on or before the Expiration Date may tender their Old Notes pursuant to the guaranteed delivery procedures set forth in the Prospectus. Pursuant to such procedure: (i) tender must be made by or through a firm that is a member of a recognized signature guarantee program within the meaning of Rule 17Ad-15 under the Securities Exchange Act of 1934 (an "Eligible Institution"); (ii) on or prior to the Expiration Date, the Exchange Agent must have received from the Eligible Institution a properly completed and duly executed notice of guaranteed delivery (by facsimile transmission, mail or hand delivery) (x) setting forth the name and address of the holder, the names in which the Old Notes are registered, the principal amount of Old Notes tendered, (y) stating that the tender is being made thereby and (z) guaranteeing that within three business days after the date of execution of such notice of guaranteed delivery, the book-entry confirmation will be delivered by the Eligible Institution together with this Letter of Transmittal, properly completed and duly executed, and any other required documents to the Exchange Agent; and (iii) a book-entry confirmation, as well as all other documents required by this Letter of Transmittal, must be received by the Exchange Agent within three business days after the date of execution of such notice of guaranteed delivery, all as provided in the Prospectus under the caption "Exchange Offer—Guaranteed delivery procedures."

All questions as to the validity, form, eligibility (including time of receipt), acceptance and withdrawal of tendered Old Notes will be determined by the Issuer, whose determination will be final and binding. The Issuer reserves the absolute right to reject any or all tenders that are not in proper form or the acceptances for exchange of which may, in the opinion of counsel to the Issuer, be unlawful. The Issuer also reserves the right to waive any of the conditions of the Exchange Offer or any defects or irregularities in tenders of any particular holder of Old Notes whether or not similar defects or irregularities are waived in the cases of other holders of Old Notes. All tendering holders, by execution of this Letter of Transmittal, waive any right to receive notice of acceptance of their Old Notes.

None of the Issuer, the Guarantors, the Exchange Agent or any other person shall be obligated to give notice of defects or irregularities in any tender, nor shall any of them incur any liability for failure to give any such notice.

2. Partial Tenders; Withdrawals.

If less than the entire principal amount of any Old Note evidenced by a book-entry confirmation is tendered, the tendering holder must fill in the principal amount tendered in the fourth column of Box 1 above. All of the Old Notes represented by a book-entry confirmation delivered to the Exchange Agent will be deemed to have been tendered unless otherwise indicated.

If not yet accepted, a tender pursuant to the Exchange Offer may be withdrawn at any time prior to 12:00 midnight, New York City time, on the Expiration Date. To be effective with respect to the tender of Old Notes, a written or facsimile transmission notice of withdrawal must: (i) be received by the Exchange Agent at its address set forth above before 12:00 midnight, New York City time, on the Expiration Date; (ii) specify the person named in the applicable Letter of Transmittal as having tendered Old Notes to be withdrawn; (iii) specify the principal amount of Old Notes to be withdrawn, which must be an authorized denomination; (iv) state that the holder is withdrawing its election to have those Old Notes exchanged; (v) state the name of the registered holder of those Old Notes; and (vi) be signed by the holder in the same manner as the signature on the applicable Letter of Transmittal, including any required signature guarantees, or be accompanied by evidence satisfactory to the Issuer that the person withdrawing the tender has succeeded to the beneficial ownership of the Old Notes being withdrawn.

3. Signatures on this Letter of Transmittal; Assignments; Guarantee of Signatures.

If this Letter of Transmittal is signed by the holder(s) of Old Notes tendered hereby, the signature must correspond with the name(s) of the holder(s) of the Old Notes.

If any of the Old Notes tendered hereby are owned by two or more joint owners, all owners must sign this Letter of Transmittal.

If this Letter of Transmittal is signed by the holder of record and (i) the entire principal amount of the holder's Old Notes are tendered; and/or (ii) untendered Old Notes, if any, are to be issued to the holder of record, then the holder of record need not endorse any certificates for tendered Old Notes, if any, nor provide a separate bond power. In any other case, the holder of record must transmit a separate bond power with this Letter of Transmittal.

If this Letter of Transmittal or any assignment is signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing and proper evidence satisfactory to the Issuer of its authority to so act must be submitted, unless waived by the Issuer.

Signatures on this Letter of Transmittal must be guaranteed by an Eligible Institution, unless Old Notes are tendered: (i) by a holder who has not completed the Box entitled "Special Issuance Instructions" or "Special Delivery Instructions" on this Letter of Transmittal; or (ii) for the account of an Eligible Institution. In the event that the signatures in this Letter of Transmittal or a notice of withdrawal, as the case may be, are required to be guaranteed, such guarantees must be by an Eligible Institution which is a member of the Securities Transfer Agents Medallion Program (STAMP), the New York Stock Exchange Medallion Signature Program (MSP) or the Stock Exchanges Medallion Program (SEMP). If Old Notes are registered in the name of a person other than the signer of this Letter of Transmittal, the Old Notes surrendered for exchange must be endorsed by, or be accompanied by, a written instrument or instruments of transfer or exchange, in satisfactory form as determined by the Issuer, in its sole discretion, duly executed by the registered holder with the signature thereon guaranteed by an Eligible Institution.

4. Special Issuance and Delivery Instructions.

Tendering holders should indicate, in Box 3 or 4, as applicable, the name and account to which the Exchange Notes or Old Notes not exchanged are to be issued, if different from the name and account of the person signing this Letter of Transmittal. In the case of issuance in a different name, the tax identification number of the person named must also be indicated. Holders tendering Old Notes by book-entry transfer may request that Old Notes not exchanged be credited to such account maintained at the Book-Entry Transfer Facility as such holder may designate.

5. Taxpayer Identification Number and Substitute Form W-9.

Each tendering holder is required to provide the Exchange Agent with its correct taxpayer identification number, which, in the case of a holder who is an individual, is his or her social security number. If the

Exchange Agent is not provided with the correct taxpayer identification number, the holder may be subject to backup withholding and a U.S. \$50 penalty imposed by the Internal Revenue Service. If withholding results in an over-payment of taxes, a refund may be obtained. Certain holders (including, among others, all corporations and certain foreign individuals) are not subject to these backup withholding and reporting requirements. See the enclosed "Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9" for additional instructions.

To prevent backup withholding, each holder tendering Old Notes must provide such holder's correct taxpayer identification number by completing the Substitute Form W-9, certifying that the taxpayer identification number provided is correct (or that such holder is awaiting a taxpayer identification number), and that (i) the holder has not been notified by the Internal Revenue Service that such holder is subject to backup withholding as a result of failure to report all interest or dividends or (ii) the Internal Revenue Service has notified the holder that such holder is no longer subject to backup withholding. If the Old Notes are registered in more than one name or are not in the name of the actual owner, consult the "Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9" for information on which tax payer identification number to report.

The Issuer reserves the right in its sole discretion to take whatever steps are necessary to comply with its obligation regarding backup withholding.

6. Transfer Taxes.

The Issuer and/or the Guarantors will pay all transfer taxes, if any, applicable to the transfer of Old Notes to them or their order pursuant to the Exchange Offer. If, however, the Exchange Notes or Old Notes not exchanged are to be delivered to, or are to be issued in the name of, any person other than the record holder, or if a transfer tax is imposed for any reason other than the transfer of Old Notes to the Issuer and the Guarantors or their order pursuant to the Exchange Offer, then the amount of such transfer taxes (whether imposed on the record holder or any other person) will be payable by the tendering holder. If satisfactory evidence of payment of taxes or exemption from taxes is not submitted with this Letter of Transmittal, the amount of transfer taxes will be billed directly to the tendering holder.

Except as provided in this Instruction 6, it will not be necessary for transfer tax stamps to be affixed to the certificates, if any, listed in this Letter of Transmittal.

7. Waiver of Conditions.

The Issuer reserves the absolute right to amend or waive any of the specified conditions in the Exchange Offer in the case of any Old Notes tendered.

8. Requests for Assistance or Additional Copies.

Questions relating to the procedure for tendering, as well as requests for additional copies of the Prospectus or this Letter of Transmittal, may be directed to the Exchange Agent.

IMPORTANT: This Letter of Transmittal (together with a book-entry confirmation and all other required documents) must be received by the Exchange Agent on or before the Expiration Date of the Exchange Offer (as described in the Prospectus).

PAYER'S NAME: Delaware Trust Company		
<p style="text-align: center;">SUBSTITUTE FORM W-9</p> <p style="text-align: center;">Department of the Treasury Internal Revenue Service</p>	<p>Part 1—PLEASE PROVIDE YOUR TIN IN THE BOX AT RIGHT AND CERTIFY OR BY SIGNING AND DATING BELOW</p>	<p style="text-align: center;">Social Security Number(s) OR Employer Identification Number(s)</p> <hr style="border: 1px solid black;"/>
	<p>Part 2—Certification—Under Penalties of Perjury, I certify that (1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, (b) I have not been notified by the Internal Revenue Service (the "IRS") that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.</p>	
	<p>Payer's Request for Taxpayer</p>	<p><i>Certification Instructions</i>—You must cross out item (2) above if you have been notified by the IRS that you are subject to backup withholding because of underreporting interest or dividends on your tax return. However, if after being notified by the IRS that you are subject to backup withholding you receive another notification from the IRS stating that you are no longer subject to backup withholding, do not cross out item (2).</p>
<p>Signature _____ Date _____</p> <p>Name _____</p> <p style="text-align: center;">(please print)</p>		

YOU MUST COMPLETE THE FOLLOWING CERTIFICATE IF YOU CHECKED THE BOX IN PART 3 OF THE SUBSTITUTE FORM W-9.

CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER	
<p>I certify under penalties of perjury that a taxpayer identification number has not been issued to me, and either (1) I have mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration office, or (2) I intend to mail or deliver an application in the near future. I understand that if I do not provide a taxpayer identification number by the time of payment, 28% of all reportable cash payments made to me thereafter will be withheld until I provide a taxpayer identification number to the payer and that, if I do not provide my taxpayer identification number within sixty days, such retained amounts shall be remitted to the IRS as backup withholding.</p>	
<p>Signature _____ Date _____</p> <p>Name _____</p> <p style="text-align: center;">(please print)</p>	

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM W-9 MAY RESULT IN BACKUP WITHHOLDING AND A \$50 PENALTY IMPOSED BY THE INTERNAL REVENUE SERVICE. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.

**GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION
NUMBER ON SUBSTITUTE FORM W-9**

GUIDELINES FOR DETERMINING THE PROPER IDENTIFICATION NUMBER FOR THE PAYEE (YOU) TO GIVE THE PAYER—

Social security numbers have nine digits separated by two hyphens: i.e., 000-00-0000. Employee identification numbers have nine digits separated by only one hyphen: i.e., 00-0000000. The table below will help determine the number to give the payer. All "Section" references are to the Internal Revenue Code of 1986, as amended. "IRS" is the Internal Revenue Service.

SECURITY FOR THIS TYPE OF ACCOUNT	GIVE THE SOCIAL NUMBER OF	EMPLOYER FOR THIS TYPE OF ACCOUNT	GIVE THE IDENTIFICATION NUMBER OF
1. Individual	The individual	6. Sole proprietorship	The owner(1)
2. Two or more individuals (joint account)	The actual owner of the combined account or, if individual funds, the first on the account(1)	7. A valid trust, estate or pension trust	The legal entity(4)
3. Custodian account of a minor (Uniform Gift of Minors Act)	The minor(2)	8. Corporate	The corporation
4. a. The usual revocable savings trust account trustee(1)	The grantor (grantor is also trustee)	9. Association, club, religious, charitable, educational, or other tax-exempt organization account	The organization
b. So called trust account that is not a legal owner(1)	The actual or valid trust under state law	10. Partnership	The partnership
5. Sole proprietorship	The owner(1)	11. A broker or registered nominee	The broker of nominee
		12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

-
- (1) List first and circle the name of the person whose number you furnish. If only one person on a joint account has a social security number, that person's number must be furnished.
 - (2) Circle the minor's name and furnish the minor's social security number.
 - (3) You must show your individual name, but you may also enter your business or "doing business as" name. You may use either your social security number or your employer identification number (if you have one).
 - (4) List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the taxpayer identification number of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

NOTE: IF NO NAME IS CIRCLED WHEN THERE IS MORE THAN ONE NAME, THE NUMBER WILL BE CONSIDERED TO BE THAT OF THE FIRST NAME LISTED.

Obtaining a Number

If you don't have a taxpayer identification number or you don't know your number, obtain Form SS-5, Application for a Social Security Card, at the local Social Administration office, or Form SS-4, Application for Employer Identification Number, by calling 1 (800) TAX-FORM, and apply for a number.

Payees Exempt From Backup Withholding

Payees specifically exempted from withholding include:

- An organization exempt from tax under Section 501(a), an individual retirement account (IRA), or a custodial account under Section 403(b) (7), if the account satisfies the requirements of Section 401(0)(2).
- The United States or a state thereof, the District of Columbia, a possession of the United States, or a political subdivision or wholly-owned agency or instrumentality of any one or more of the foregoing.
- An international organization or any agency or instrumentality thereof.
- A foreign government and any political subdivision, agency or instrumentality thereof.

Payees that may be exempt from backup withholding include:

- A corporation.
- A financial institution.
- A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States.
- A real estate investment trust.
- A common trust fund operated by a bank under Section 584(a).
- An entity registered at all times during the tax year under the Investment Company Act of 1940.
- A middleman known in the investment community as a nominee or who is listed in the most recent publication of the American Society of Corporate Secretaries, Inc., Nominee List.
- A futures commission merchant registered with the Commodity Futures Trading Commission.
- A foreign central bank of issue.

Payments of dividends and patronage dividends generally exempt from backup withholding include:

- Payments to nonresident aliens subject to withholding under Section 1441.
- Payments to partnerships not engaged in a trade or business in the United States and that have at least one nonresident alien partner.
- Payments of patronage dividends not paid in money.
- Payments made by certain foreign organizations.
- Section 404(k) payments made by an ESOP.

Payments of interest generally exempt from backup withholding include:

- Payments of interest on obligations issued by individuals. Note: You may be subject to backup withholding if this interest is \$600 or more and you have not provided your correct taxpayer identification number to the payer.
- Payments of tax-exempt interest (including exempt-interest dividends under Section 852).
- Payments described in Section 6049(b)(5) to nonresident aliens.
- Payments on tax-free covenant bonds under Section 1451.
- Payments made by certain foreign organizations.
- Mortgage interest paid to you.

Certain payments, other than payments of interest, dividends, and patronage dividends that are exempt from information reporting are also exempt from backup withholding. For details, see the regulations under sections 6041, 6041A, 6042, 6044, 6045, 6049, 6050A and 6050N.

EXEMPT PAYEES DESCRIBED ABOVE MUST FILE FORM W-9 OR A SUBSTITUTE FORM W-9 TO AVOID POSSIBLE ERRONEOUS BACKUP WITHHOLDING. FILE THIS FORM WITH THE PAYER, FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER, WRITE "EXEMPT" IN PART II OF THE FORM, AND RETURN IT TO THE PAYER. IF THE PAYMENTS ARE OF INTEREST, DIVIDENDS, OR PATRONAGE DIVIDENDS, ALSO SIGN AND DATE THE FORM.

PRIVACY ACT NOTICE—Section 6109 requires you to provide your correct taxpayer identification number to payers, who must report the payments to the IRS. The IRS uses the number for identification purposes and may also provide this information to various government agencies for tax enforcement or litigation purposes. Payers must be given the numbers whether or not recipients are required to file tax returns. Payers must generally withhold up to 28% of taxable interest, dividends, and certain other payments to a payee who does not furnish a taxpayer identification number to payer. Certain penalties may also apply.

Penalties

1. FAILURE TO FURNISH TAXPAYER IDENTIFICATION NUMBER—If you fail to furnish your taxpayer identification number to a payer, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.
2. CIVIL PENALTY FOR FALSE INFORMATION WITH RESPECT TO WITHHOLDING—If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.
3. CRIMINAL PENALTY FOR FALSIFYING INFORMATION—Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

FOR ADDITIONAL INFORMATION CONTACT YOUR TAX CONSULTANT OR THE INTERNAL REVENUE SERVICE.

QuickLinks

[Exhibit 99.01](#)

[Use of Guaranteed Delivery \(See Instruction 1\)](#)

[Broker-Dealer Status](#)

[BOX 2 PLEASE SIGN HERE](#)

[INSTRUCTIONS FORMING PART OF THE TERMS AND CONDITIONS OF THE EXCHANGE OFFER](#)

[GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9](#)

Notice of Guaranteed Delivery

Offer to Exchange

7.250% Senior Notes due 2026, which have been registered under the Securities Act of 1933, as amended,
for any and all outstanding 7.250% Senior Notes due 2026
144A Notes (CUSIP 629377 BZ4 and ISIN US629377BZ41)
Regulation S Notes (CUSIP U66962 AM0 and ISIN USU66962AM04)

of

NRG Energy, Inc.

THE EXCHANGE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON 2016 (THE "EXPIRATION DATE"), UNLESS EXTENDED BY NRG ENERGY, INC. IN ITS SOLE DISCRETION.

The Exchange Agent for the Exchange Offer is:

DELAWARE TRUST COMPANY, EXCHANGE AGENT

*By Registered or Certified Mail or
Overnight Carrier:*
Delaware Trust Company
103 Foulk Road
Wilmington, DE 19803
Attention: Trust Administration

Facsimile Transmission:
(for eligible institutions only)
(302) 636-8666

By Hand Delivery:
Delaware Trust Company
103 Foulk Road
Wilmington, DE 19803
Attention: Trust Administration

Confirm by Telephone:
(877) 374-6010

For any questions regarding this Notice of Guaranteed Delivery or for any additional information, you may contact the Exchange Agent by telephone at (212) 750-6474.

Delivery of this Notice of Guaranteed Delivery to an address other than as set forth above or transmission of this Notice of Guaranteed Delivery via a facsimile transmission to a number other than as set forth above will not constitute a valid delivery.

Registered holders of outstanding 7.250% Senior Notes due 2026 (together with the guarantees thereof, the "Old Notes") who wish to tender their Old Notes in exchange for a like principal amount of 7.250% Senior Notes due 2026 (together with the guarantees thereof, the "Exchange Notes"), which have been registered under the Securities Act of 1933, as amended, may use this Notice of Guaranteed Delivery or one substantially equivalent hereto to tender Old Notes pursuant to the Exchange Offer (as defined below) if: (1) their Old Notes are not immediately available or (2) they cannot deliver their Old Notes (or a confirmation of book-entry transfer of Old Notes into the applicable account of the Exchange Agent at The Depository Trust Company), the Letter of Transmittal or any other documents required by the Letter of Transmittal to the Exchange Agent prior to the Expiration Date or (3) they cannot complete the procedure for book-entry transfer on a timely basis. This Notice of Guaranteed Delivery may be delivered by hand or sent by facsimile transmission or mail to the Exchange Agent. See "Exchange Offer—Guaranteed delivery procedures" in the prospectus dated _____, 2016 (the "Prospectus"), which together with the related Letter of Transmittal constitutes the "Exchange Offer" of NRG Energy, Inc.

Ladies and Gentlemen:

The undersigned hereby tenders the principal amount of Old Notes indicated below pursuant to the guaranteed delivery procedures set forth in the Prospectus and the Letter of Transmittal, upon the terms and subject to the conditions contained in the Prospectus and the Letter of Transmittal, receipt of which is hereby acknowledged.

All authority herein conferred or agreed to be conferred by this Notice of Guaranteed Delivery shall survive the death or incapacity of the undersigned and every obligation of the undersigned under this Notice of Guaranteed Delivery shall be binding upon the heirs, personal representatives, executors, administrators, successors, assigns, trustees in bankruptcy and other legal representatives of the undersigned.

The undersigned hereby tenders the Old Notes listed below:

Certificate Number(s) (If Known) of Old Notes or if Old Notes will be Delivered by Book-Entry Transfer at The Depository Trust Company, Insert Account No.	Aggregate Principal Amount Represented	Aggregate Principal Amount Tended*

* Must be in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof.

PLEASE SIGN AND COMPLETE

Signature(s) of Registered Holder(s)
or Authorized Signatory: _____

Name(s) of Registered Holder(s): _____

Date: _____

Address: _____

Area Code and Telephone No.: _____

This Notice of Guaranteed Delivery must be signed by the registered holder(s) exactly as their name(s) appear(s) on certificate(s) for notes or on a security position listing as the owner of notes, or by person(s) authorized to become registered holder(s) by endorsements and documents transmitted with this Notice of Guaranteed Delivery. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer or other person acting in a fiduciary or representative capacity, such person must provide the following information:

Please print name(s) and address(es):

Name(s): _____

Capacity: _____

Address(es): _____

DO NOT SEND NOTES WITH THIS FORM. NOTES SHOULD BE SENT TO THE EXCHANGE AGENT TOGETHER WITH A PROPERLY COMPLETED AND DULY EXECUTED LETTER OF TRANSMITTAL OR PROPERLY TRANSMITTED AGENT'S MESSAGE.

THE GUARANTEE BELOW MUST BE COMPLETED

**GUARANTEE
(Not To Be Used for Signature Guarantee)**

The undersigned, an "eligible guarantor institution" within the meaning of Rule 17Ad-15 promulgated under the Securities Exchange Act of 1934, as amended, hereby guarantees that the notes to be tendered hereby are in proper form for transfer (pursuant to the procedures set forth in the prospectus under "Exchange Offer—Guaranteed delivery procedures"), and that the Exchange Agent will receive (a) such notes, or a book-entry confirmation of the transfer of such notes into the applicable exchange agent's account at The Depository Trust Company, and (b) a properly completed and duly executed letter of transmittal (or facsimile thereof) with any required signature guarantees and any other documents required by the letter of transmittal, or a properly transmitted agent's message, within three New York Stock Exchange, Inc. trading days after the date of execution hereof.

The eligible guarantor institution that completes this form must communicate the guarantee to the Exchange Agent and must deliver the Letter of Transmittal, or a properly transmitted agent's message, and notes, or a book-entry confirmation in the case of a book-entry transfer, to the Exchange Agent within the time period described above. Failure to do so could result in a financial loss to such eligible guarantor institution.

Name of Firm: _____

Authorized Signature: _____

Title: _____

Address: _____
(Zip Code)

Area Code and Telephone Number: _____

Dated: _____

QuickLinks

[Exhibit 99.02](#)

, 2016

Offer to Exchange

**7.250% Senior Notes due 2026, which have been registered under the Securities Act of 1933, as amended,
for any and all outstanding 7.250% Senior Notes due 2026
144A Notes (CUSIP 629377 BZ4 and ISIN US629377BZ41)
Regulation S Notes (CUSIP U66962 AM0 and ISIN USU66962AM04)**

of

NRG ENERGY, INC.

THE EXCHANGE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON	, 2016
(THE "EXPIRATION DATE"), UNLESS EXTENDED BY NRG ENERGY, INC. IN ITS SOLE DISCRETION.	

To Brokers, Dealers, DTC Participants, Commercial Banks,
Trust Companies and Other Nominees:

Enclosed for your consideration is a prospectus, dated , 2016, of NRG Energy, Inc., a Delaware corporation (the "Issuer"), and a related Letter of Transmittal, that together constitute the Issuer's offer to exchange (the "Exchange Offer") up to \$1,000,000,000 of 7.250% Senior Notes due 2026 (together with the guarantees thereof, the "Exchange Notes"), which have been registered under the Securities Act of 1933, as amended, of the Issuer, for a like aggregate principal amount of outstanding 7.250% Senior Notes due 2026 (together with the guarantees thereof, the "Old Notes"), of the Issuer.

We are asking you to contact your clients for whom you hold Old Notes registered in your name or in the name of your nominee. In addition, we ask you to contact your clients who, to your knowledge, hold Old Notes registered in their own names.

Enclosed herewith are copies of the following documents for forwarding to your clients:

1. the prospectus, dated , 2016;
2. a form of letter of transmittal for your use and for the information of your clients, together with Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 providing information relating to backup U.S. federal income tax withholding;
3. a form of notice of guaranteed delivery to be used to accept the Exchange Offer if certificates and all other required documents are not immediately available or if time will not permit all required documents to reach the Exchange Agent on or prior to the Expiration Date or if the procedure for book-entry transfer (including a properly transmitted agent's message) cannot be completed on a timely basis; and
4. instructions to a registered holder from the beneficial owner for obtaining your clients' instructions with regard to the Exchange Offer.

WE URGE YOU TO CONTACT YOUR CLIENTS AS PROMPTLY AS POSSIBLE IN ORDER TO OBTAIN THEIR INSTRUCTIONS.

The Issuer will not pay any fees or commissions to any broker, dealer or other person (other than the Exchange Agent as described in the prospectus) in connection with the solicitation of tenders of Old Notes pursuant to the Exchange Offer.

Please refer to "Exchange Offer—Procedures for brokers and custodian banks; DTC ATOP accounts" and "Exchange Offer—Guaranteed delivery procedures" in the prospectus for a description of the procedures which must be followed to tender Old Notes in the Exchange Offer.

Any inquiries you may have with respect to the Exchange Offer may be directed to the Exchange Agent at 212-750-6474 or at the address set forth on the cover of the Letter of Transmittal. Additional copies of the enclosed material may be obtained from the Exchange Agent.

Very truly yours,

/s/ NRG Energy, Inc.

NRG Energy, Inc.

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL CONSTITUTE YOU OR ANY OTHER PERSON, THE AGENT OF THE ISSUER OR THE EXCHANGE AGENT, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENT ON BEHALF OF ANY OF THEM IN CONNECTION WITH THE EXCHANGE OFFER OTHER THAN THE DOCUMENTS ENCLOSED HERewith AND THE STATEMENTS CONTAINED THEREIN.

QuickLinks

[Exhibit 99.03](#)

**Instructions to Registered Holder and/or
DTC Participant
from Beneficial Owner
of**

NRG Energy, Inc.

**7.250% Senior Notes due 2026
144A Notes (CUSIP 629377 BZ4 and ISIN US629377BZ41)
Regulation S Notes (CUSIP U66962 AM0 and ISIN USU66962AM04)**

To Registered Holders and/or Participants of The Depository Trust Company:

The undersigned hereby acknowledges receipt of the prospectus, dated _____, 2016, of NRG Energy, Inc. (the "Issuer") and accompanying Letter of Transmittal, that together constitute the Issuer's offer to exchange (the "Exchange Offer") up to \$1,000,000,000 aggregate principal amount of 7.250% Senior Notes due 2026 (together with the guarantees thereof, the "Exchange Notes"), which have been registered under the Securities Act of 1933, as amended (the "Securities Act"), for a like aggregate principal amount of 7.250% Senior Notes due 2026 (together with the guarantees thereof, the "Old Notes"), of the Issuer.

This will instruct you, the registered holder and/or book-entry transfer facility participant, as to the action to be taken by you relating to the Exchange Offer with respect to the Old Notes held by you for the account of the undersigned.

The aggregate face amount of the Old Notes held by you for the account of the undersigned is:

U.S. \$ _____ of Old Notes

With respect to the Exchange Offer, the undersigned hereby instructs you (**check appropriate box**):

- TO TENDER ALL of the Old Notes held by you for the account of the undersigned.
- TO TENDER the following Old Notes held by you for the account of the undersigned (**insert principal amount of Old Notes to be tendered (if any)**):

U.S. \$ _____ of Old Notes

- NOT TO TENDER any Old Notes held by you for the account of the undersigned.

If the undersigned instructs you to tender Old Notes held by you for the account of the undersigned, it is understood that you are authorized to make, on behalf of the undersigned (and the undersigned, by its signature below, hereby makes to you), the representations and warranties contained in the Letter of Transmittal that are to be made with respect to the undersigned as a beneficial owner, including but not limited to the representations, that (1) the Exchange Notes acquired pursuant to the Exchange Offer are being acquired in the ordinary course of business of the undersigned, (2) neither the undersigned nor any other person acquiring Exchange Notes in exchange for Old Notes held for the account of the undersigned in the Exchange Offer is engaging in or intends to engage in a distribution of such Exchange Notes, (3) neither the undersigned nor any other person acquiring Exchange Notes in exchange for Old Notes held for the account of the undersigned in the Exchange Offer has an arrangement or understanding with any person to participate in the distribution of such Exchange Notes, (4) neither the undersigned nor any other person acquiring Exchange Notes in exchange for Old Notes held for the account of the undersigned in the Exchange Offer is an "affiliate" of the Issuer within the meaning of Rule 405 under the Securities Act, and (5) neither the undersigned nor any other person acquiring Exchange Notes in exchange for Old Notes held for the account of the undersigned in the Exchange Offer is acting on behalf of any person who could not truthfully make the foregoing representations. If any holder or any other person, including the undersigned, is an "affiliate," as defined under Rule 405 of the Securities Act, of the Issuer, or is engaged in or intends to engage in or has an arrangement or understanding with any person to participate in a distribution of the notes to be acquired in the Exchange Offer, the holder or any other

person, including the undersigned: (i) may not rely on applicable interpretations of the Staff of the Securities and Exchange Commission; and (ii) must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction. The undersigned represents, certifies and acknowledges, for the benefit of the Issuer, that, if it or any other person acquiring Exchange Notes in exchange for Old Notes held for the account of the undersigned in the Exchange Offer is a broker-dealer that will receive Exchange Notes for its own account in exchange for Old Notes: (i) the Old Notes to be exchanged for Exchange Notes were acquired as a result of market-making or other trading activities, (ii) neither it nor any other person acquiring Exchange Notes in exchange for Old Notes held for the account of the undersigned in the Exchange Offer has entered into any arrangement or understanding with the Issuer or an affiliate of the Issuer to distribute the Exchange Notes and (iii) it or any other person acquiring Exchange Notes in exchange for Old Notes held for the account of the undersigned in the Exchange Offer will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of such Exchange Notes; however, by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

The undersigned acknowledges that if an executed copy of this Letter of Transmittal is returned, the entire principal amount of Old Notes held for the undersigned's account will be tendered unless otherwise specified above.

The undersigned hereby represents and warrants that the undersigned (1) owns such Old Notes tendered and is entitled to tender such Old Notes, and (2) has full power and authority to tender, sell, exchange, assign and transfer such tendered Old Notes and to acquire Exchange Notes issuable upon the exchange of such tendered Old Notes, and that, when the same are accepted for exchange, the Issuer will acquire good and marketable title to the tendered Old Notes, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim or right or restriction of any kind.

SIGN HERE

Name of beneficial owner(s) (please print): _____

Signature(s): _____

Address: _____

Telephone Number: _____

Taxpayer Identification Number or Social Security Number: _____

Date: _____

QuickLinks

[Exhibit 99.04](#)

[SIGN HERE](#)