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As filed with the Securities and Exchange Commission on September 10, 2014

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	4911	41-1724239
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification No.)

211 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
211 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

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

Approximate date of commencement of proposed sale of the securities to the public:
The exchange will occur as soon as practicable after the effective date of this Registration Statement.

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.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer Accelerated filer Non-accelerated filer Smaller reporting company
(Do not check if a smaller reporting company)

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer):

Exchange Act Rule 14d-1(d) (Cross-Border Third-Party Tender Offer):

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
6.25% Senior Notes due 2022	\$1,100,000,000	100%	\$141,680
Guarantees related to the 6.25% Senior Notes due 2022(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 Registrants hereby amend this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrants 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.

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
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
Elbow Creek Wind Project LLC	Texas	26-0765836
Energy Alternatives Wholesale, LLC	Delaware	455420194
Energy Curtailment Specialists, Inc.	New York	20-0462805
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
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	—
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
Lone Star A/C & Appliance Repair, LLC	Texas	20-4278795
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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Exact Name of Additional Registrants*	Jurisdiction of Formation	I.R.S. Employer Identification No.
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 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 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 Connecticut Affiliate Services Inc.	Delaware	41-1952333
NRG Construction LLC	Delaware	26-0496159
NRG Curtailment Solutions LLC	Delaware	46-3377471
NRG Development Company Inc.	Delaware	41-1959656
NRG Devon Operations Inc.	Delaware	41-1950239
NRG Dispatch Services LLC	Delaware	45-5214920
NRG Dunkirk Operations Inc.	Delaware	41-1939114
NRG El Segundo Operations Inc.	Delaware	41-1929997
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 Home & Business Solutions LLC	Delaware	90-0835027
NRG Home Solutions LLC	Delaware	46-1569642
NRG Home Solutions Product LLC	Delaware	45-5215213
NRG Homer City Services LLC	Delaware	30-0749587
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
NRG Middletown Operations Inc.	Delaware	41-1950236
NRG Montville Operations Inc.	Delaware	41-1950237
NRG New Jersey Energy Sales LLC	Delaware	03-0412726
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

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Exact Name of Additional Registrants*	Jurisdiction of Formation	I.R.S. Employer Identification No.
NRG Retail LLC	Delaware	26-4341161
NRG Retail Northeast LLC	Delaware	46-4014866
NRG Rockford Acquisition LLC.	Delaware	41-2011003
NRG Saguaro 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 Texas C&I Supply LLC	Delaware	26-4555466
NRG Texas Gregory LLC	Delaware	—
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
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., 211 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., 211 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 September 10, 2014

PRELIMINARY PROSPECTUS



NRG Energy, Inc.

**Exchange Offer for
\$1,100,000,000 6.25% Senior Notes due 2022**

**We are offering to exchange:
up to \$1,100,000,000 of our new 6.25% Senior Notes due 2022
(which we refer to as the "Exchange Notes")
for
a like amount of our outstanding 6.25% Senior Notes due 2022
(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 restricted subsidiaries, excluding certain foreign, project and immaterial subsidiaries.
- 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 _____, 2014, 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 12 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."

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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, 2013 filed on February 28, 2014, as amended by Amendment No. 1 filed on April 4, 2014, and as further amended by Amendment No. 2 filed on September 10, 2014, which collectively we refer to as our "2013 Form 10-K";
- Our quarterly reports on Form 10-Q for the quarters ended March 31, 2014 and June 30, 2014 filed on May 6, 2014 and August 7, 2014, respectively; and
- Our current reports on Form 8-K filed on January 28, 2014, March 10, 2014, March 28, 2014, April, 3, 2014 (as amended on June 16, 2014), April, 4, 2014, April 21, 2014, May 2, 2014, May 13, 2014, June 23, 2014, August 4, 2014 and September 3, 2014.

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.
211 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 a competitive power and energy company that produces, sells and delivers energy and energy services in major competitive power markets in the United States while positioning ourselves as a leader in the way residential, industrial and commercial consumers think about and use energy products and services. We own and operate power generation facilities; engage in the trading of energy, capacity and related products; transact in and trade fuel and transportation services; and directly sell energy, services, and innovative, sustainable products to retail customers. We sell retail electricity products and services under the name "NRG" and various brands we own. Finally, we are a leader in the deployment and commercialization of potentially transformative technologies, like electric vehicles, small solar power, or distributed solar, projects and smart meter/home automation technology that collectively have the potential to fundamentally change the nature of the power industry, and the role of the national electric transmission grid and distribution system.

The following table summarizes our global generation portfolio as of June 30, 2014, by operating segment, which includes 97 fossil fuel and nuclear plants, twelve large solar power, or utility scale solar, facilities and 29 wind farms, as well as distributed solar facilities. Also included are two utility scale solar facilities and additional distributed solar facilities currently under construction. All utility scale solar and distributed solar facilities are described in megawatts on an alternating current basis. MW figures provided represent nominal summer net megawatt capacity of power generated as adjusted for our owned or lease interest excluding capacity from inactive/mothballed units:

Primary Fuel-type	Fossil Fuel, Nuclear, and Renewable (In MW)							
	Gulf Coast	East(a)	West(b)	Renewables(b)	NRG Yield(b)	Total Domestic	Other (International)	Total Global
Natural gas(c)	8,932	7,413	7,617	—	1,393	25,355	144	25,499
Coal	5,689	11,125	—	—	—	16,814	605	17,419
Oil(d)	—	5,818	—	—	190	6,008	—	6,008
Nuclear	1,176	—	—	—	—	1,176	—	1,176
Wind	—	—	—	2,072	101	2,173	—	2,173
Utility Scale								
Solar	—	—	—	802	343	1,145	—	1,145
Distributed Solar	—	—	—	37	10	47	—	47
Total generation capacity	15,797	24,356	7,617	2,911	2,037	52,718	749	53,467
Capacity attributable to noncontrolling interest	—	(40)	—	(630)	(703)	(1,373)	—	(1,373)
Total net generation capacity	15,797	24,316	7,617	2,281	1,334	51,345	749	52,094
Under Construction								
Utility Scale								
Solar	—	—	—	31	—	31	—	31
Distributed Solar	—	—	—	6	—	6	—	6
Total under construction	—	—	—	37	—	37	—	37

- (a) We notified PJM that: (1) we no longer intend to deactivate Portland Units 1 and 2 (401 MW), but instead mothballed those units effective June 1, 2014, with an expected return to service no later than June 1, 2016 using ultra-low sulfur diesel; (2) we no longer intend to place the coal-fired Units 1, 2, 3, and 4 at Shawville generating facility (597 MW) in long term protective layup, but instead will mothball those units beginning on April 16, 2015, with an expected return to service no later than June 1, 2016 using natural gas; (3) we no longer intend to deactivate Chalk Point Units 1 and 2 (667 MW) on May 31, 2017, but instead have changed that deactivation date to May 31, 2018; we no longer intend to deactivate Dickerson Units 1, 2 and 3 (537 MW) on May 31, 2017, but instead have changed that deactivation date to May 31, 2018. We intend to (1) continue operations at Avon Lake Units 7 and 9 and New Castle Units 3, 4, and 5, which are currently operating coal units that had been scheduled for deactivation in April 2015, and to add natural gas capabilities at these units by summer of 2016; (2) convert Units 6, 7 and 8 of the Joliet coal facility to run on natural gas no later than June 2016; and (3) deactivate Unit 3 of the Will County coal facility on April 15, 2015.
- (b) Generation capacity and noncontrolling interest amounts reflect the sale of assets to NRG Yield, Inc. on June 30, 2014, as further described in Note 3, *Business Acquisitions and Dispositions* of our quarterly report on Form 10-Q for the quarter ended June 30, 2014.
- (c) The Gulf Coast operating segment reflects the sale of the 75 MW Bayou Cove Unit 1 on March 3, 2014.
- (d) The NRG Yield operating segment consists of two dual-fuel (natural gas and oil) simple-cycle generation facilities.

In addition, our thermal assets, which are part of the NRG Yield operating segment, provide steam and chilled water capacity of approximately 1,464 MW thermal equivalent through our district energy business, 118 MW thermal equivalent of which is available under the right-to-use provision of the chilled water service agreement at NRG Energy Center Phoenix, Arizona.

Our generation facilities are primarily located in the United States and comprise generation facilities across the merit order. The sale of capacity and power from baseload and intermediate

generation facilities accounts for a majority of our generation revenues. In addition, our generation portfolio provides us with opportunities to capture additional revenues by selling power during periods of peak demand, offering capacity or similar products, and providing ancillary services to support system reliability.

Our retail business provides energy and related services to residential, commercial and institutional customers primarily located in Texas and selected Northeast markets. Products and services range from system power to home services, to bundled products which combine system power with protection products, energy efficiency and renewable energy solutions. Based on metered locations, as of June 30, 2014, our retail business served almost three million residential, small business, commercial and industrial customers.

Our investment in, and development of, new technologies is focused on identifying significant commercial opportunities and creating a comparative advantage for us. Our development and investment initiatives are focused on distributed solar projects, solar thermal, solar photovoltaic and wind and also include other low-or no-green-house-gas emitting energy generating sources, such as the fueling infrastructure for electric vehicle ecosystems.

Our Business Strategy

Our business strategy is to maximize stockholder value through the production and sale of safe, reliable and affordable power to our customers in the markets we serve, while aggressively positioning our organization to meet the market's increasing demand for sustainable and low carbon energy solutions individualized for the benefit of the end use energy consumer. This strategy is designed to enhance our core business of competitive power generation and mitigate the risk of declining power prices while continuing our commitment to safety for our employees, customers and partners.

We believe that the U.S. energy industry is going to be increasingly impacted by the long-term societal trend towards sustainability, which is both generational and irreversible. Moreover, we further believe the information technology driven revolution, which has enabled greater and easier personal choice in other sectors of the consumer economy, will do the same in the U.S. energy sector over the years to come. Finally, we believe that the aging transmission and distribution infrastructure of the national grid is becoming increasingly inadequate in the face of the more extreme weather demands of the 21st century. As a result, energy consumers are expected to have increasing personal control over whom they buy their energy from, how that energy is generated and used (including their ability to self-generate from their own primarily sustainable energy resources) and what environmental impact individual choices will have.

To address these trends and effectuate our strategy, we remain focused on: (i) excellence in operating performance of our existing assets; (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 business and its customers; (iv) repowering our power generation assets at premium sites; (v) optimal hedging of generation assets and retail load operations; (vi) 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; and (vii) pursuing selective acquisitions, joint ventures, divestitures and investments.

In addition, our subsidiary, NRG Yield, Inc., is focused on enhancing value for its stockholders by: (i) providing investors with a more competitive source of equity capital that would accelerate our long-term growth and acquisition strategy and optimize our capital structure; and (ii) highlighting the reduced market exposure associated with the contracted conventional and renewable generation and

thermal infrastructure assets that has traditionally been unrecognized when combined with our merchant portfolio.

Summary of Risk Factors

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" and the section entitled "Risk Factors Related to NRG Energy, Inc." of our 2013 Form 10-K 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 211 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 2013 Form 10-K, our quarterly report on Form 10-Q for the quarter ended June 30, 2014 and the other reports we file with the SEC. See "Incorporation by Reference."

SUMMARY OF THE EXCHANGE OFFER

On January 27, 2014, we sold, through a private placement exempt from the registration requirements of the Securities Act, \$1,100,000,000 of our 6.25% Senior Notes due 2022, 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

\$1,100,000,000 aggregate principal amount of 6.25% Senior Notes due 2022.

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 _____, 2014, 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. <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>
Broker-Dealer	<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>
Conditions to the exchange offer	<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>
Procedures for tendering Old Notes Held in the Form of Book-Entry interests	<p>The Old Notes were issued as global securities and were deposited upon issuance with Law Debenture Trust Company of New York, which issued uncertificated depositary 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>Law Debenture Trust Company of New York 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	\$1,100 million in aggregate principal amount of 6.25% Senior Notes due 2022, 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 July 15, 2022.
Interest rate	The Exchange Notes will accrue interest at the rate of 6.25% per annum.
Interest payment dates	<p>Interest on the Exchange Notes will be payable on January 15 and July 15. No interest will be paid on either the Exchange Notes or the Old Notes at the time of exchange. 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 since the issue date of the Old Notes.</p> <p>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	<p>The Exchange Notes will be guaranteed on a full and unconditional and joint and several basis by each of our current and future restricted subsidiaries, excluding certain foreign, project and immaterial subsidiaries. Each guarantee will:</p> <ul style="list-style-type: none">• 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 six months ended June 30, 2014, the guarantors accounted for approximately 67% of our revenues from wholly owned operations. The guarantors held approximately 59% of our subsidiaries' consolidated assets as of June 30, 2014. As of June 30, 2014, our non-guarantor subsidiaries had approximately \$10,102 million in aggregate principal amount of non-current liabilities and outstanding trade payables of approximately \$325 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 July 15, 2018 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 July 15, 2017, we may redeem up to 35% of the aggregate principal amount 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 July 15, 2018, we may redeem some or all of the Exchange 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 Exchange 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."

Asset sale offer

If we sell assets under certain circumstances, we must offer to repurchase the Exchange Notes at a repurchase price equal to 100% of the principal amount of the Exchange Notes repurchased, plus accrued and unpaid interest, if any, to the applicable repurchase date. See "Description of the Notes—Repurchase at the option of holders—Asset sales."

Certain covenants	<p>The indenture governing the Exchange Notes contains covenants limiting, among other things, NRG's ability and the ability of its restricted subsidiaries to:</p> <ul style="list-style-type: none">• 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. <p>These covenants are subject to a number of important qualifications and limitations. See "Description of the Notes—Certain covenants."</p>
Events of default	<p>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."</p>
No prior market	<p>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."</p>
Listing	<p>We do not intend to list the Exchange Notes on any securities exchange.</p>
Use of proceeds	<p>We will not receive any proceeds from the issuance of the Exchange Notes.</p>
Form and denomination	<p>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.</p>
Governing law	<p>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.</p>
Trustee	<p>Law Debenture Trust Company of New York.</p>

RISK FACTORS

You should carefully consider the risk factors set forth below and the risk factors incorporated into this prospectus by reference to our 2013 Form 10-K, 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 2013 Form 10-K 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 2013 Form 10-K 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

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 cash flow from operations, available cash and available borrowings under our Senior Credit Facility (as defined herein), will be adequate to meet our future liquidity needs for at least the next 12 months.

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

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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 June 30, 2014, our non-guarantor subsidiaries had approximately \$10,102 million in aggregate principal amount of non-current liabilities and outstanding trade payables of approximately \$325 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.

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

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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.

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.

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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 in order to receive new, freely tradable 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 book-entry transfer of Old Notes into the exchange agent's account at DTC, as depositary, including an Agent's Message (as defined herein). 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.

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 2013 Form 10-K, which is incorporated into 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 compensate our generation units for all of their costs;
- 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;

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- 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;
- 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 implement our *FORNRG* 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 shareholders;
- Our ability to maintain retail market share;
- Our ability to successfully evaluate investments in new business and growth initiatives;
- 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 January 27, 2014, to the initial purchasers, pursuant to the purchase agreement dated January 10, 2014. 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 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 _____, 2014, 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.

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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
- 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.

Deemed representations

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

- you are acquiring Exchange Notes in exchange for your Old Notes in the ordinary course of business;
- you are not engaging in and do not intend to engage in (nor have you 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;
- you are not our "affiliate" as defined under Rule 405 of the Securities Act;
- you are not a broker-dealer tendering Old Notes directly acquired from us for your own account;
- if you are a broker-dealer that will receive Exchange Notes for your own account in exchange for Old Notes:
- the Old Notes to be exchanged for Exchange Notes were acquired by you as a result of market-making activities or other trading activities;
- you have not entered into any arrangement or understanding with the Issuer or an affiliate of the Issuer to distribute the Exchange Notes; and
- you 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.

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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 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 _____, 2014.

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You may tender some or all of your Old Notes in this exchange offer. However, your Old Notes may be tendered only in minimum principal amounts of \$2,000 and integral multiples of \$1,000 in excess thereof.

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.

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;

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- 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.

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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.

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:
 - (1) 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;
 - (2) 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;

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- (3) 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 clauses (1), (2) or (3) 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;
- any of the following has occurred:
 - (1) 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;
 - (2) any limitation by a governmental authority which adversely affects our ability to complete the transactions contemplated by the exchange offer;
 - (3) 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;
 - (4) 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.

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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 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 Law Debenture Trust Company of New York 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:

LAW DEBENTURE TRUST COMPANY OF NEW YORK, EXCHANGE AGENT

*By Registered or Certified Mail or
Overnight Carrier:*

Law Debenture Trust Company of
New York
400 Madison Avenue, 4th Floor
New York, New York 10017
Attention: Corporate Trust
Department

*Facsimile Transmission:
(for eligible institutions only)*
(212) 750-1361

By Hand Delivery:

Law Debenture Trust Company of
New York
400 Madison Avenue, 4th Floor
New York, New York 10017
Attention: Corporate Trust
Department

Confirm by Telephone:
(212) 750-6474

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 Law Debenture Trust Company of New York, 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.

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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 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.

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.

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.

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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.

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.

	Six Months Ended June 30, 2014	Year Ended December 31,				
		2013	2012	2011	2010	2009
Ratio of earnings to fixed charges	0.57	0.26	0.84	0.77	2.03	3.27

CAPITALIZATION

The following table sets forth our cash and cash equivalents and capitalization as of June 30, 2014 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 June 30, 2014, the "Management's Discussion and Analysis of Financial Condition and Results of Operations" contained in our 2013 Form 10-K and the consolidated financial statements and the related notes thereto incorporated by reference into this prospectus.

	As of June 30, 2014 (in millions)
Cash and cash equivalents	\$ 1,481
Restricted cash	286
Total cash and cash equivalents	\$ 1,767
Recourse debt:	
Revolving credit facility(1)	—
Term loan facility—due 2018	1,992
7.625% Senior Notes due 2018	1,130
8.500% Senior Notes due 2019(2)	223
8.250% Senior Notes due 2020	1,063
7.875% Senior Notes due 2021	1,128
6.250% Senior Notes due 2022	1,100
6.625% Senior Notes due 2023	990
6.250% Senior Notes due 2024	1,000
Tax Exempt Bonds(3)	373
Total recourse debt	\$ 8,999
Non-Recourse Debt:	
NRG Yield(4)	1,999
EME Non-Recourse Debt(5)	1,228
Solar Non-Recourse Debt(6)	3,490
Unsecured Notes	3,092
Conventional Non-Recourse Debt	180
Total non-recourse debt	9,989
Capital Leases	10
Total long-term debt and capital leases	\$ 18,998
3.625% Convertible preferred stock (net of issuance costs)	\$ 249
Stockholders' equity, excluding non-controlling interest	\$ 9,817
Total capitalization	\$ 30,831

- (1) As of June 30, 2014, the total borrowing capacity under the revolving credit facility was \$2.5 billion, with \$1.3 billion in letters of credit outstanding thereunder.
- (2) Does not reflect redemption of all outstanding 8.50% Senior Notes due 2019 on September 3, 2014.
- (3) Includes (i) Indian River Power LLC, tax exempt bonds, due 2040 and 2045; (ii) Dunkirk Power LLC, tax exempt bonds, due 2042 and (iii) Fort Bend County, tax exempt bonds, due 2038 and 2042.
- (4) Does not include \$500 million aggregate principal amount of 5.375% senior notes due 2024 issued by NRG Yield on August 5, 2014.

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- (5) Includes non-recourse debt associated with assets classified as non-core under the purchase agreement in the amount of \$36 million.
- (6) Includes 100% of the California Valley Solar Ranch ("CVSR") project debt. NRG Yield owns 48.95% of CVSR.

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 June 30, 2014 and Note 12, *Debt and Capital Leases*, to our audited consolidated financial statements contained in our 2013 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 \$2,022 million term loan (the "Term Loan Facility") and a \$2,511 million senior first priority secured revolving credit facility (the "Revolving Credit Facility"). The Term Loan Facility and Revolving Credit Facility will mature on July 1, 2018, unless each is otherwise extended.

The Senior Credit Facility is guaranteed by certain of NRG's existing and future direct and indirect subsidiaries, with certain customary or agreed-upon exceptions for foreign subsidiaries, project subsidiaries, and certain other subsidiaries. The capital stock of substantially all of NRG's subsidiaries, with certain exceptions for unrestricted subsidiaries, foreign 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 and certain additional exceptions, has been pledged for the benefit of the Senior Credit Facility's lenders.

The Senior Credit Facility is also secured by first priority perfected security interests in substantially all of the property and assets owned or acquired by NRG and its domestic subsidiaries, other than certain limited exceptions. These exceptions include assets of certain unrestricted subsidiaries and equity interests in certain of NRG's project subsidiaries that have non-recourse debt financing and a basket of assets 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, consisting of a minimum interest coverage ratio and a maximum 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 under 2006 indenture

In addition to the Old Notes, NRG has issued four outstanding series of senior notes under an indenture, dated February 2, 2006 (the "Base Indenture"), between us and 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");
- 7.875% senior notes, issued May 24, 2011 and due May 15, 2021 (the "2021 Senior Notes"); and

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- 6.625% senior notes issued September 24, 2012 and due March 15, 2023 (the "2023 Senior Notes" and, together with the 2020 Senior Notes, the 2018 Senior Notes and the 2021 Notes, the "Senior Notes").

Supplemental indentures to each series of notes have been issued to add newly formed or acquired subsidiaries as guarantors (together with the Base Indenture, the "Existing Senior Notes Indentures").

The Existing Senior Notes Indentures and the form of notes provide, among other things, that the Senior Notes will be senior unsecured obligations of NRG. The Existing 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 Existing 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 Existing Senior Notes Indentures, among other things, limit our ability and the ability of certain of our subsidiaries 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.

Interest is payable semi-annually on the Senior Notes until their maturity dates.

Prior to September 1, 2015, NRG may redeem all or a portion of the 2020 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 104.125% of the notes redeemed, plus interest payments due on the notes redeemed from the date of redemption through September 1, 2015, discounted at a Treasury rate plus 0.50% over the principal amount of the notes redeemed. On or after September 1, 2015, NRG may redeem some or all of the notes at redemption prices set forth in the supplemental 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.

Prior to May 15, 2016, NRG may redeem up to 35% of the 2021 Senior Notes at a price equal to 107.875% 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, 2016, NRG may redeem all or a portion of the 2021 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

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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 May 15, 2016, discounted at a Treasury rate plus 0.50% over the principal amount of the notes redeemed. On or after May 15, 2016, NRG may redeem some or all of the notes at redemption prices set forth in the supplemental indenture governing the 2021 Senior Notes, plus accrued and unpaid interest on the notes redeemed to the applicable redemption date.

Prior to September 15, 2015, NRG may redeem up to 35% of the 2023 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 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 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.

Senior notes under 2014 indenture

On April 21, 2014, NRG issued its 6.25% senior notes due 2024 (the "2024 Senior Notes"). The 2024 Senior Notes are senior unsecured obligations of NRG and are guaranteed by certain of its subsidiaries. Interest is payable semi-annually beginning on November 1, 2014, until the maturity date of May 1, 2024.

The terms of the indenture, among other things, limit the ability of NRG and certain of its subsidiaries to create liens on assets and consolidate, merge or transfer all or substantially all of its assets and the assets of its subsidiaries.

The indenture provides for customary events of default, which include (subject in certain cases to customary grace and cure periods), among others: nonpayment of principal or interest; breach of other agreements in the 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 and is not cured within the time periods specified, the trustee or the holders of at least 25% in principal amount of the then outstanding 2024 Senior Notes may declare all the 2024 Senior Notes of such series to be due and payable immediately.

At any time prior to May 1, 2017, NRG may redeem up to 35% of the 2024 Senior Notes at a price equal to 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 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 supplemental indenture governing the 2024 Senior Notes, plus accrued and unpaid interest on the notes redeemed to the applicable redemption date.

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Preferred stock

As of June 30, 2014, NRG's outstanding preferred stock consisted of the 3.625% Convertible Perpetual Preferred Stock (the "3.625% Preferred Stock"), which is treated as Redeemable Preferred Stock.

3.625% Preferred Stock

On August 11, 2005, NRG issued 250,000 shares of 3.625% Preferred Stock, which is treated as Redeemable Preferred Stock, to the Credit Suisse Group in a private placement. As of June 30, 2014, 250,000 shares of the 3.625% Preferred Stock were issued and outstanding at a liquidation value, net of issuance costs, of \$249 million. The 3.625% Preferred Stock has a liquidation preference of \$1,000 per share. Holders of the 3.625% Preferred Stock are entitled to receive, out of legally available funds, cash dividends at the rate of 3.625% per annum, or \$36.25 per share per year, payable in cash quarterly in arrears commencing on December 15, 2005.

Each share of the 3.625% Preferred Stock is convertible during the 90-day period beginning August 11, 2015 at the option of NRG or the holder. Holders tendering the 3.625% Preferred Stock for conversion shall be entitled to receive, for each share of 3.625% Preferred Stock converted, \$1,000 in cash and a number of shares of NRG common stock equal in value to the product of (a) the greater of (i) the difference between the average closing share price of NRG common stock on each of the 20 consecutive scheduled trading days starting on the date 30 exchange business days immediately prior to the conversion date (the "Market Price"), and \$29.54 and (ii) zero, times (b) 50.77. The number of NRG common stock to be delivered under the conversion feature is limited to 16,000,000 shares. If upon conversion, the Market Price is less than \$19.69, then the Holder will deliver to NRG cash or a number of shares of NRG common stock equal in value to the product of (i) \$19.69 minus the Market Price, times (ii) 50.77. NRG may elect to make a cash payment in lieu of delivering shares of NRG common stock in connection with such conversion, and NRG may elect to receive cash in lieu of shares of common stock, if any, from the Holder in connection with such conversion. The conversion feature is considered an embedded derivative per ASC 815 that is exempt from derivative accounting as it's excluded from the scope pursuant to ASC 815.

If a fundamental change occurs, the holders will have the right to require NRG to repurchase all or a portion of the 3.625% Preferred Stock for a period of time after the fundamental change at a purchase price equal to 100% of the liquidation preference, plus accumulated and unpaid dividends. The 3.625% Preferred Stock is senior to all classes of common stock and junior to all of NRG's existing and future debt obligations and all of NRG subsidiaries' existing and future liabilities and capital stock held by persons other than NRG or its subsidiaries.

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 a supplemental indenture, which, together with the Base Indenture, we refer to as the "indenture." 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 have rights under the indenture governing the notes. The registered holder of a note is treated as the owner of it for all purposes. Only registered holders of 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 pari passu in right of payment with the Existing Senior Notes;
- will be senior in right of payment to any future subordinated Indebtedness of NRG; and
- will be fully and 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 junior liens on assets of NRG or its Subsidiaries) we have, in each case to the extent of the value of the assets that secure the Credit Agreement or other secured Indebtedness, as the case may be. See "Risk Factors—Risks related to the notes—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."

The subsidiary guarantees

The notes will be guaranteed by the Guarantors. Each 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 (including any Hedging Obligations secured by junior liens on assets such Guarantor) 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, as the case may be.

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 the 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 guarantor subsidiaries accounted for approximately 67% of NRG's revenues from wholly-owned operations for the six months ended June 30, 2014. The guarantor subsidiaries held approximately 59% of NRG's consolidated assets as of June 30, 2014. As of June 30, 2014, NRG's non-guarantor subsidiaries had approximately \$10,102 million in aggregate principal amount of non-current liabilities and outstanding trade payables of approximately \$325 million. See "Risk Factors—Risks related to the notes—Your right to receive payments on the notes could be adversely affected if any of our non-guarantor subsidiaries declare bankruptcy, liquidate, or reorganize." See Note 16, *Condensed Consolidating Financial Information*, to the condensed consolidated financial statements of NRG for the period ended June 30, 2014 incorporated by reference into this prospectus for more detail about the historical division of NRG Energy, Inc.'s consolidated revenues and assets between the Guarantor and non-Guarantor Subsidiaries.

Under the circumstances described below under the caption "—Certain covenants—Designation of restricted, unrestricted and excluded project subsidiaries," NRG will be permitted to designate certain of its subsidiaries as "Unrestricted Subsidiaries" or "Excluded Project Subsidiaries." NRG's Unrestricted Subsidiaries will not be subject to many of the restrictive covenants in the indentures. NRG's Unrestricted Subsidiaries and Excluded Subsidiaries will not guarantee the notes.

Principal, maturity and interest

NRG will issue \$1,100 million in aggregate principal amount of Exchange Notes in this offering. NRG may issue additional notes of the same series under the indenture from time to time after this offering. Any issuance of additional notes is subject to all of the covenants in the indenture, including the covenant described below under the caption "—Certain covenants—Incurrence of indebtedness and issuance of preferred stock." The notes 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. NRG will issue notes in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. The notes will mature on July 15, 2022.

Interest on the notes will accrue at the rate of 6.25% per annum, and will be payable semi-annually in arrears on January 15 and July 15 of each year. NRG will make each interest payment to the holders of record on the immediately preceding January 1 and July 1.

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Interest on the notes will accrue from the date of original issuance or, if interest has already been paid, from the date it was most recently paid. 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 noteholders at their address 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 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 a full and unconditional basis by each of NRG's current and future Restricted Subsidiaries, other than the Excluded Subsidiaries for so long as they constitute Excluded Subsidiaries. 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 note holders to return payments received from guarantors."

A Guarantor may not sell or otherwise dispose of all or substantially all of its assets to, or consolidate with or merge with or into (whether or not such Guarantor is the surviving Person), another Person, other than NRG or another Guarantor, unless:

- (1) immediately after giving effect to that transaction, no Default or Event of Default exists; and
- (2) either:
 - (a) the Person acquiring the property in any such sale or disposition or the Person formed by or surviving any such consolidation or merger assumes all the obligations of that Guarantor under the indenture, the registration rights agreement and its Subsidiary Guarantee pursuant to supplemental agreements reasonably satisfactory to the trustee under the indenture;
 - (b) the Net Proceeds of such sale or other disposition are applied in accordance with the applicable provisions of the indenture; or

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(c) immediately after giving effect to that transaction, such Person qualifies as an Excluded Subsidiary.

The Subsidiary Guarantee of a Guarantor 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 Restricted Subsidiary of NRG, if the sale or other disposition does not violate the "Asset Sale" provisions of the indenture;

(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 Restricted Subsidiary of NRG, if (a) the sale or other disposition does not violate the "Asset Sale" provisions of the indenture and (b) following such sale or other disposition, that Guarantor is not a direct or indirect Subsidiary of NRG;

(3) if NRG designates any Restricted Subsidiary that is a Guarantor to be an Unrestricted Subsidiary in accordance with the applicable provisions of the indenture;

(4) the date that any Subsidiary that is not an Excluded Subsidiary becomes an Excluded Subsidiary;

(5) upon defeasance or satisfaction and discharge of the notes as provided below under the captions "—Legal defeasance and covenant defeasance" and "—Satisfaction and discharge";

(6) upon a dissolution of a Guarantor that is permitted under the indenture; or

(7) otherwise with respect to the Guarantee of any Guarantor, upon:

(a) the prior consent of holders of at least a majority in aggregate principal amount of the notes then outstanding;

(b) the consent of requisite lenders under the Credit Agreement (as amended, restated, modified, renewed, refunded, replaced or refinanced from time to time) to the release of such Guarantor's Guarantee of all Obligations under the Credit Agreement; or

(c) the contemporaneous release of such Guarantor's Guarantee of all Obligations under the Credit Agreement (as amended, restated, modified, renewed, refunded, replaced or refinanced from time to time).

See "—Repurchase at the option of holders—Asset sales."

Optional redemption

At any time prior to July 15, 2017, NRG may on any one or more occasions redeem up to 35% of the aggregate principal amount of the notes, upon not less than 30 nor more than 60 days notice, at a redemption price of 106.25% of the principal amount, plus accrued and unpaid interest to the redemption date, with an amount equal to the net cash proceeds of one or more Equity Offerings; *provided that*:

(1) at least 65% of the aggregate principal amount of the notes (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 July 15, 2018, NRG may on any one or more occasions redeem all or a part of the notes, upon not less than 30 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

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unpaid 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 two paragraphs, the notes will not be redeemable at NRG's option prior to July 15, 2018. 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.

On or after July 15, 2018, NRG may on any one or more occasions redeem all or a part of the notes upon not less than 30 nor more than 60 days' notice, at the redemption prices (expressed as percentages of principal amount) set forth below plus accrued and unpaid interest on the notes redeemed, to the applicable redemption date, if redeemed during the 12-month period beginning on July 15 of the years indicated below, subject to the rights of noteholders on the relevant record date to receive interest on the relevant interest payment date:

<u>Year</u>	<u>Percentage</u>
2018	103.125%
2019	101.5625%
2020 and thereafter	100.000%

Mandatory redemption

NRG is not 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 on the notes to the date of purchase, subject to the rights of noteholders 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

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(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.

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.

Asset sales

NRG will not, and will not permit any of its Restricted Subsidiaries to, consummate an Asset Sale unless:

(1) NRG (or the Restricted Subsidiary, as the case may be) receives consideration at the time of the Asset Sale at least equal to the fair market value of the assets or Equity Interests issued or sold or otherwise disposed of; and

(2) at least 75% of the consideration received in the Asset Sale by NRG or such Restricted Subsidiary is in the form of cash. For purposes of this provision, each of the following will be deemed to be cash:

(a) any liabilities, as shown on NRG's most recent consolidated balance sheet, of NRG or any Restricted Subsidiary (other than contingent liabilities and liabilities that are by their terms subordinated to the notes or any Subsidiary Guarantee) that are assumed by the

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transferee of any such assets pursuant to a customary novation agreement that releases NRG or such Restricted Subsidiary from further liability;

(b) any securities, notes or other obligations received by NRG or any such Restricted Subsidiary from such transferee that are converted by NRG or such Restricted Subsidiary into cash within 180 days of the receipt of such securities, notes or other obligations, to the extent of the cash received in that conversion;

(c) any stock or assets of the kind referred to in clauses (4) or (6) of the next paragraph of this covenant; and

(d) any Designated Noncash Consideration received by NRG or any Restricted Subsidiary in such Asset Sale having an aggregate fair market value, taken together with all other Designated Noncash Consideration received pursuant to Section 4.10(a)(2)(D) of the Existing Indenture since the Original Issue Date that is at the time outstanding, not to exceed the greater of (x) \$500.0 million or (y) 2.5% of Total Assets at the time of the receipt of such Designated Noncash Consideration, with the fair market value of each item of Designated Noncash Consideration being measured at the time received and without giving effect to subsequent changes in value.

Within 365 days after the receipt of any Net Proceeds from an Asset Sale, other than Excluded Proceeds, NRG (or the applicable Restricted Subsidiary, as the case may be) may apply those Net Proceeds or, at its option, enter into a binding commitment to apply such Net Proceeds within the 365-day period following the date of such commitment (an "Acceptable Commitment"):

(1) to repay Indebtedness and other Obligations under a Credit Facility and, if such Indebtedness is revolving credit Indebtedness, to correspondingly reduce commitments with respect thereto;

(2) in the case of a sale of assets pledged to secure Indebtedness (including Capital Lease Obligations), to repay the Indebtedness secured by those assets;

(3) in the case of an Asset Sale by a Restricted Subsidiary that is not a Guarantor, to repay Indebtedness of a Restricted Subsidiary that is not a Guarantor (other than Indebtedness owed to NRG or another Restricted Subsidiary of NRG);

(4) to acquire all or substantially all of the assets of, or any Capital Stock of, another Person engaged primarily in a Permitted Business, if, after giving effect to any such acquisition of Capital Stock, such Person is or becomes a Restricted Subsidiary of NRG and a Guarantor;

(5) to make a capital expenditure;

(6) to acquire other assets that are not classified as current assets under GAAP and that are used or useful in a Permitted Business; or

(7) any combination of the foregoing.

Pending the final application of any such Net Proceeds and notwithstanding clause (1) above, NRG may temporarily reduce revolving credit borrowings or otherwise use the Net Proceeds in any manner that is not prohibited by the indenture.

Notwithstanding the preceding paragraph, in the event that regulatory approval is necessary for an asset or investment, or construction, repair or restoration of any asset or investment has commenced, then NRG or any Restricted Subsidiary shall have an additional 365 days to apply the Net Proceeds from such Asset Sale in accordance with the preceding paragraph.

Any Acceptable Commitment that is later canceled or terminated for any reason before such Net Proceeds are so applied shall be treated as a permitted application of the Net Proceeds if NRG or such

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Restricted Subsidiary enters into another Acceptable Commitment within the later of (a) nine months of such cancellation or termination or (b) the end of the initial 365-day period.

Any Net Proceeds from Asset Sales (other than Excluded Proceeds) that are not applied or invested as provided above will constitute "Excess Proceeds." When the aggregate amount of Excess Proceeds exceeds \$100.0 million, or at such earlier date as may be selected by NRG, NRG will make an Asset Sale Offer to all holders of notes and all holders of other Indebtedness (including Indebtedness evidenced by the Existing Senior Notes) that is *pari passu* with the notes containing provisions similar to those set forth in the indenture with respect to offers to purchase or redeem with the proceeds of sales of assets to purchase the maximum principal amount of notes and such other *pari passu* Indebtedness that may be purchased out of the Excess Proceeds. The offer price in any Asset Sale Offer will be equal to 100% of the principal amount plus accrued and unpaid interest to the date of purchase and will be payable in cash. If any Excess Proceeds remain after consummation of an Asset Sale Offer, NRG may use those Excess Proceeds for any purpose not otherwise prohibited by the indenture. If the aggregate principal amount of notes and other *pari passu* Indebtedness tendered into such Asset Sale Offer exceeds the amount of Excess Proceeds, the trustee will select the notes and such other *pari passu* Indebtedness to be purchased on a pro rata basis. Upon completion of each Asset Sale Offer, the amount of Excess Proceeds will be reset at zero.

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 each repurchase of notes pursuant to an Asset Sale Offer. To the extent that the provisions of any securities laws or regulations conflict with the Asset Sale 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 Asset Sale provisions of the indenture by virtue of such compliance.

The agreements governing NRG's other Indebtedness, including the Credit Agreement, contain, and future agreements may contain, prohibitions of certain events, including events that would constitute a Change of Control or an Asset Sale and including repurchases of or other prepayments in respect of the notes. The exercise by the holders of notes of their right to require NRG to repurchase the notes upon a Change of Control Triggering Event or an Asset Sale could cause a default under these other agreements, even if the Change of Control Triggering Event or Asset Sale itself does not, due to the financial effect of such repurchases on NRG. In the event a Change of Control Triggering Event or Asset Sale occurs at a time when NRG is prohibited from purchasing notes, NRG could seek the consent of its senior lenders to the purchase of notes or could attempt to refinance the borrowings that contain such prohibition. If NRG does not obtain a consent or repay those borrowings, NRG will remain prohibited from purchasing notes. In that case, NRG's failure to purchase tendered notes would constitute an Event of Default under the indentures which could, in turn, constitute a default under the other indebtedness. Finally, NRG's ability to pay cash to the holders of notes upon a repurchase may be limited by NRG's then existing financial resources. See "Risk Factors—Risks related to the notes—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."

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 30 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

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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

Changes in covenants when notes rated investment grade

If on any date following the Issue Date:

(1) the rating assigned to the notes by each of S&P and Moody's is an Investment Grade Rating; and

(2) no Default or Event of Default shall have occurred and be continuing, then, beginning on that day and subject to the provisions of the following two paragraphs, the covenants in the indenture specifically listed under the following captions will be suspended as to the notes issued under such indenture:

- (a) "—Repurchase at the option of holders—Asset sales;"
- (b) "—Certain covenants—Restricted payments;"
- (c) "—Certain covenants—Incurrence of indebtedness and issuance of preferred stock;"
- (d) "—Certain covenants—Dividend and other payment restrictions affecting subsidiaries;"
- (e) "—Certain covenants—Designation of restricted, unrestricted and excluded project subsidiaries;"
- (f) "—Certain covenants—Transactions with affiliates;" and
- (g) clause (4) of the covenant described below under the caption "—Certain covenants—Merger, consolidation or sale of assets."

Clauses (a) through (g) above are collectively referred to as the "Suspended Covenants."

During any period that the foregoing covenants have been suspended, NRG may not designate any of its Subsidiaries as Unrestricted Subsidiaries or Excluded Project Subsidiaries pursuant to the covenant described below under the caption "—Designation of restricted, unrestricted and excluded project subsidiaries," the second paragraph of the definition of "Unrestricted Subsidiary," or the definition of "Excluded Project Subsidiary," unless it could do so if the foregoing covenants were in effect.

If at any time such notes are downgraded from an Investment Grade Rating by either S&P or Moody's, the Suspended Covenants will thereafter be reinstated as if such covenants had never been suspended and be applicable pursuant to the terms of the indenture (including in connection with performing any calculation or assessment to determine compliance with the terms of the indenture), unless and until the notes subsequently attain an Investment Grade Rating from each of S&P and Moody's (in which event the Suspended Covenants will again be suspended for such time that the notes maintain an Investment Grade Rating from each of S&P and Moody's); *provided, however*, that no Default, Event of Default or breach of any kind will be deemed to exist under the indenture, the notes

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or the related Subsidiary Guarantees with respect to the Suspended Covenants based on, and none of NRG or any of its Subsidiaries will bear any liability under the indenture, the notes or the related Subsidiary Guarantees with respect to the Suspended Covenants for, any actions taken or events occurring after such notes attain an Investment Grade Rating from each of S&P and Moody's and before any reinstatement of the Suspended Covenants as provided above, or any actions taken at any time pursuant to any contractual obligation arising prior to the reinstatement, regardless of whether those actions or events would have been permitted if the applicable Suspended Covenant had remained in effect during such period.

Restricted payments

NRG will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly:

(1) declare or pay any dividend or make any other payment or distribution on account of NRG's or any of its Restricted Subsidiaries' Equity Interests (including, without limitation, any payment in connection with any merger or consolidation involving NRG or any of its Restricted Subsidiaries) or to the direct or indirect holders of NRG's or any of its Restricted Subsidiaries' Equity Interests in their capacity as such (other than dividends or distributions payable in Equity Interests (other than Disqualified Stock) of NRG or to NRG or a Restricted Subsidiary of NRG);

(2) purchase, redeem or otherwise acquire or retire for value (including, without limitation, in connection with any merger or consolidation involving NRG) any Equity Interests of NRG or any direct or indirect parent of NRG (other than any such Equity Interests owned by NRG or any Restricted Subsidiary of NRG);

(3) make any payment on or with respect to, or purchase, redeem, defease or otherwise acquire or retire for value any Indebtedness of NRG or any Guarantor that is contractually subordinated to the notes or any Subsidiary Guarantee of the notes (excluding any intercompany Indebtedness between or among NRG and any of its Restricted Subsidiaries), except (a) a payment of interest or principal at the Stated Maturity thereof or (b) a payment, purchase, redemption, defeasance, acquisition or retirement of any subordinated Indebtedness in anticipation of satisfying a sinking fund obligation, principal installment or payment at final maturity, in each case due within one year of the date of payment, purchase, redemption, defeasance, acquisition or retirement; or

(4) make any Restricted Investment (all such payments and other actions set forth in these clauses (1) through (4) above being collectively referred to as "*Restricted Payments*"), unless, at the time of and after giving effect to such Restricted Payment:

(1) no Default or Event of Default has occurred and is continuing or would occur as a consequence of such Restricted Payment;

(2) on a pro forma basis after giving effect to such Restricted Payment and any transaction related thereto, the Debt to Cash Flow Ratio would not have exceeded 5.75 to 1.0; and

(3) such Restricted Payment, together with the aggregate amount of all other Restricted Payments made by NRG and its Restricted Subsidiaries since the Original Issue Date (excluding Restricted Payments permitted by clauses (2), (3), (4), (6), (7), (8), (9), (10) and (11) of the next succeeding paragraph), is less than the sum, without duplication, of:

(a) Consolidated Cash Flow of NRG, *minus* 140% of Consolidated Interest Expense of NRG, in each case for the period (taken as one accounting period) from March 31, 2009 to the end of NRG's most recently ended fiscal quarter for which financial statements are publicly available at the time of such Restricted Payment, *plus*

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(b) 100% of the fair market value of any property or assets and the aggregate net cash proceeds in each case received by NRG or any of its Restricted Subsidiaries since the Original Issue Date in exchange for Qualifying Equity Interests or from the issue or sale of Qualifying Equity Interests (other than Disqualified Stock) or from the issue or sale of convertible or exchangeable Disqualified Stock or convertible or exchangeable debt securities of NRG that have been converted into or exchanged for such Qualifying Equity Interests (other than Qualifying Equity Interests (or Disqualified Stock or debt securities) sold to a Subsidiary of NRG), *plus*

(c) to the extent that any Restricted Investment that was made after February 2, 2006 is sold for cash or otherwise liquidated or repaid for cash after the Original Issue Date, the cash return with respect to such Restricted Investment (less the cost of disposition, if any) to the extent not already included in the Consolidated Cash Flow of NRG since the Original Issue Date, *plus*

(d) 100% of any cash received by NRG or a Restricted Subsidiary of NRG after the Original Issue Date from an Unrestricted Subsidiary of NRG, to the extent that such cash was not otherwise included in Consolidated Cash Flow of NRG for such period, *plus*

(e) to the extent that any Unrestricted Subsidiary of NRG is redesignated as a Restricted Subsidiary after the Original Issue Date, the fair market value of NRG's Investment in such Subsidiary as of the date of such redesignation.

The preceding provisions will not prohibit:

(1) the payment of any dividend within 90 days after the date of declaration of the dividend, if at the date of declaration the dividend payment would have complied with the provisions of the indenture;

(2) so long as no Default has occurred and is continuing or would be caused thereby, the making of any Restricted Payment in exchange for, or out of the aggregate proceeds of the substantially concurrent sale (other than to a Subsidiary of NRG) of, Equity Interests of NRG (other than Disqualified Stock) or from the contribution of equity capital (unless such contribution would constitute Disqualified Stock) to NRG; *provided* that the amount of any such proceeds that are utilized for any such Restricted Payment will be excluded from clause (3)(b) of the preceding paragraph;

(3) so long as no Default has occurred and is continuing or would be caused thereby, the defeasance, redemption, repurchase or other acquisition of Indebtedness of NRG or any Guarantor that is contractually subordinated to the notes or to any Subsidiary Guarantee with the proceeds from a substantially concurrent incurrence of Permitted Refinancing Indebtedness;

(4) the payment of any dividend (or, in the case of any partnership or limited liability company, any similar distribution) by a Restricted Subsidiary of NRG to the holders of its Equity Interests on a pro rata basis;

(5) so long as no Default has occurred and is continuing or would be caused thereby, (a) the repurchase, redemption or other acquisition or retirement for value of any Equity Interests of NRG or any Restricted Subsidiary of NRG held by any current or former officer, director or employee of NRG or any of its Restricted Subsidiaries pursuant to any equity subscription agreement, stock option agreement, severance agreement, shareholders' agreement or similar agreement or employee benefit plan or (b) the cancellation of Indebtedness owing to NRG or any of its Restricted Subsidiaries from any current or former officer, director or employee of NRG or any of its Restricted Subsidiaries in connection with a repurchase of Equity Interests of NRG or any of its Restricted Subsidiaries; *provided* that the aggregate price paid for the actions in

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clause (a) may not exceed \$10.0 million in any twelve-month period (with unused amounts in any period being carried over to succeeding periods) and may not exceed \$50.0 million in the aggregate since the Issue Date; *provided, further* that (i) such amount in any calendar year may be increased by the cash proceeds of "key man" life insurance policies received by NRG and its Restricted Subsidiaries after the Issue Date less any amount previously applied to the making of Restricted Payments pursuant to this clause (5) since the Issue Date and (ii) cancellation of the Indebtedness owing to NRG from employees, officers, directors and consultants of NRG or any of its Restricted Subsidiaries in connection with a repurchase of Equity Interests of NRG from such Persons shall be permitted under this clause (5) as if it were a repurchase, redemption, acquisition or retirement for value subject hereto;

(6) the repurchase of Equity Interests in connection with the exercise of stock options to the extent such Equity Interests represent a portion of the exercise price of those stock options and the repurchases of Equity Interests in connection with the withholding of a portion of the Equity Interests granted or awarded to an employee to pay for the taxes payable by such employee upon such grant or award;

(7) so long as no Default has occurred and is continuing or would be caused thereby, the declaration and payment of regularly scheduled or accrued dividends to holders of any class or series of (a) preferred stock outstanding on the Issue Date, (b) Disqualified Stock of NRG or any Restricted Subsidiary of NRG issued on or after the Issue Date in accordance with the terms of the indenture and the Existing Senior Notes or (c) preferred stock issued on or after the Issue Date in accordance with the terms of the indenture and the Existing Senior Notes or, in the event that any of the instruments described in (a) through (c) above have been converted into or exchanged for Qualifying Equity Interests, other Restricted Payments in an amount no greater than and with timing of such payments not earlier than the dividends that would have otherwise been payable on such instruments;

(8) payments to holders of NRG's Capital Stock in lieu of the issuance of fractional shares of its Capital Stock;

(9) the purchase, redemption, acquisition, cancellation or other retirement for a nominal value per right of any rights granted to all the holders of Capital Stock of NRG pursuant to any shareholders' rights plan adopted for the purpose of protecting shareholders from unfair takeover tactics; *provided* that any such purchase, redemption, acquisition, cancellation or other retirement of such rights is not for the purpose of evading the limitations of this covenant (all as determined in good faith by a senior financial officer of NRG);

(10) so long as no Default has occurred and is continuing or would be caused thereby, upon the occurrence of a Change of Control Triggering Event or Asset Sale and after the completion of the offer to repurchase the notes as described above under the caption "~~—Repurchase at the option of holders—Change of control triggering event~~" or "~~—Repurchase at the option of holders—Asset sales,~~" as applicable (including the purchase of all notes tendered), any purchase, defeasance, retirement, redemption or other acquisition of Indebtedness that is contractually subordinated to the notes or any subsidiary guarantee required under the terms of such Indebtedness, with, in the case of an Asset Sale, Net Proceeds, as a result of such Change of Control Triggering Event or Asset Sale; and

(11) so long as no Default has occurred and is continuing or would be caused thereby, other Restricted Payments since the Issue Date in an aggregate amount not to exceed the amount available as of the Issue Date for Restricted Payments under Section 4.07(b)(12) of the Existing Indenture.

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As of March 31, 2014, approximately \$7,131 million would have been available for Restricted Payments pursuant to clause (3) of the second paragraph above and there was no availability for Restricted Payments pursuant to clause (11) above.

The amount of all Restricted Payments (other than cash) will be the fair market value on the date of the Restricted Payment of the asset(s) or securities proposed to be transferred or issued by NRG or such Restricted Subsidiary, as the case may be, pursuant to the Restricted Payment. The fair market value of any assets or securities that are required to be valued by this covenant will be determined by a senior financial officer of NRG whose certification with respect thereto will be delivered to the trustee.

Incurrence of indebtedness and issuance of preferred stock

NRG will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable, contingently or otherwise, with respect to (collectively, "*incur*") any Indebtedness (including Acquired Debt), and NRG will not issue any Disqualified Stock and will not permit any of its Restricted Subsidiaries to issue any shares of preferred stock; *provided, however*, that NRG may incur Indebtedness (including Acquired Debt) or issue Disqualified Stock, and any Restricted Subsidiary may incur Indebtedness (including Acquired Debt) or issue preferred stock, if the Fixed Charge Coverage Ratio for NRG's most recently ended four full fiscal quarters for which financial statements are publicly available immediately preceding the date on which such additional Indebtedness is incurred or such Disqualified Stock or preferred stock is issued would have been at least 2.0 to 1, determined on a pro forma basis (including a pro forma application of the net proceeds therefrom), as if the additional Indebtedness (including Acquired Debt) had been incurred or Disqualified Stock or the preferred stock had been issued, as the case may be, at the beginning of such four-quarter period.

The first paragraph of this covenant will not prohibit the incurrence of any of the following items of Indebtedness (collectively, "*Permitted Debt*"):

(1) the incurrence by NRG and PMI (and the guarantee thereof by the Guarantors) of additional Indebtedness and letters of credit under Credit Facilities in an aggregate principal amount at any one time outstanding under this clause (1) (with letters of credit being deemed to have a principal amount equal to the maximum potential liability of NRG and its Restricted Subsidiaries thereunder) not to exceed \$6.0 billion less the aggregate amount of all repayments, optional or mandatory, of the principal of any term Indebtedness under a Credit Facility that have been made by NRG or any of its Restricted Subsidiaries since the Issue Date with the Net Proceeds of Asset Sales (other than Excluded Proceeds) and less, without duplication, the aggregate amount of all repayments or commitment reductions with respect to any revolving credit borrowings under a Credit Facility that have been made by NRG or any of its Restricted Subsidiaries since the Issue Date as a result of the application of the Net Proceeds of Asset Sales (other than Excluded Proceeds), in each case in accordance with the covenant described above under the caption "—Repurchase at the option of holders—Asset sales" (excluding temporary reductions in revolving credit borrowings as contemplated by that covenant);

(2) the incurrence by NRG and its Restricted Subsidiaries of the Existing Indebtedness;

(3) the incurrence by NRG and the Guarantors of Indebtedness represented by the notes and the related Subsidiary Guarantees to be issued on the Issue Date and the Exchange Notes and the related Subsidiary Guarantees to be issued pursuant to the registration rights agreement;

(4) the incurrence by NRG or any of its Restricted Subsidiaries of Indebtedness represented by Capital Lease Obligations, mortgage financings or purchase money obligations, in each case, incurred for the purpose of financing all or any part of the purchase price or cost of design, construction, installation or improvement or lease of property (real or personal), plant or

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equipment used or useful in the business of NRG or any of its Restricted Subsidiaries or incurred within 180 days thereafter, in an aggregate principal amount, including all Permitted Refinancing Indebtedness incurred to refund, refinance, replace, defease or discharge any Indebtedness incurred pursuant to this clause (4), not to exceed at any time outstanding 5.0% of Total Assets;

(5) the incurrence by NRG or any of its Restricted Subsidiaries of Permitted Refinancing Indebtedness in exchange for, or the net proceeds of which are used to refund, refinance, replace, defease or discharge Indebtedness (other than intercompany Indebtedness) that was permitted by the indenture to be incurred under the first paragraph of this covenant or clauses (2), (3), (4), (5), (15), (16), (17), (18), (19) and (21) of this paragraph;

(6) the incurrence by NRG or any of its Restricted Subsidiaries of intercompany Indebtedness between or among NRG and any of its Restricted Subsidiaries; *provided, however*, that:

(a) if NRG or any Guarantor is the obligor on such Indebtedness and the payee is not NRG or a Guarantor, such Indebtedness must be expressly subordinated to the prior payment in full in cash of all Obligations then due with respect to the notes, in the case of NRG, or the Subsidiary Guarantee, in the case of a Guarantor; and

(b) (i) any subsequent issuance or transfer of Equity Interests that results in any such Indebtedness being held by a Person other than NRG or a Restricted Subsidiary of NRG and (ii) any sale or other transfer of any such Indebtedness to a Person that is not either NRG or a Restricted Subsidiary of NRG, will be deemed, in each case, to constitute an incurrence of such Indebtedness by NRG or such Restricted Subsidiary, as the case may be, that was not permitted by this clause (6);

(7) the issuance by any of NRG's Restricted Subsidiaries to NRG or to any of its Restricted Subsidiaries of shares of preferred stock; *provided, however*, that:

(a) any subsequent issuance or transfer of Equity Interests that results in any such preferred stock being held by a Person other than NRG or a Restricted Subsidiary of NRG; and

(b) any sale or other transfer of any such preferred stock to a Person that is not either NRG or a Restricted Subsidiary of NRG, will be deemed, in each case, to constitute an issuance of such preferred stock by such Restricted Subsidiary that was not permitted by this clause (7);

(8) the incurrence by NRG or any of its Restricted Subsidiaries of Hedging Obligations;

(9) the guarantee by (i) NRG or any of the Guarantors of Indebtedness of NRG or a Guarantor that was permitted to be incurred by another provision of this covenant; (ii) any of the Excluded Project Subsidiaries of Indebtedness of any other Excluded Project Subsidiary; and (iii) any of the Excluded Foreign Subsidiaries of Indebtedness of any other Excluded Foreign Subsidiary; *provided* that if the Indebtedness being guaranteed is subordinated to or *pari passu* with the notes, then the guarantee shall be subordinated to the same extent as the Indebtedness guaranteed;

(10) the incurrence by NRG or any of its Restricted Subsidiaries of Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument (except in the case of daylight overdrafts) inadvertently drawn against insufficient funds in the ordinary course of business, so long as such Indebtedness is covered within five business days;

(11) the incurrence by NRG or any of its Restricted Subsidiaries of Indebtedness in respect of (i) workers' compensation claims, self-insurance obligations, bankers' acceptance and

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(ii) performance and surety bonds provided by NRG or a Restricted Subsidiary in the ordinary course of business;

(12) the incurrence of Non-Recourse Debt by any Excluded Project Subsidiary;

(13) the incurrence of Indebtedness that may be deemed to arise as a result of agreements of NRG or any Restricted Subsidiary of NRG providing for indemnification, adjustment of purchase price or any similar obligations, in each case, incurred in connection with the disposition of any business, assets or Equity Interests of any Subsidiary; *provided* that the aggregate maximum liability associated with such provisions may not exceed the gross proceeds (including non-cash proceeds) of such disposition;

(14) the incurrence by NRG or any Restricted Subsidiary of NRG of Indebtedness represented by letters of credit, guarantees or other similar instruments supporting Hedging Obligations of NRG or any of its Restricted Subsidiaries (other than Excluded Subsidiaries) permitted to be incurred by the indenture;

(15) Indebtedness, Disqualified Stock or preferred stock of Persons or assets that are acquired by NRG or any Restricted Subsidiary of NRG or merged into NRG or a Restricted Subsidiary of NRG in accordance with the terms of the indenture; *provided* that such Indebtedness, Disqualified Stock or preferred stock is not incurred in contemplation of such acquisition or merger; and *provided further* that after giving effect to such acquisition or merger, either:

(a) NRG would be permitted to incur at least \$1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in the first sentence of this covenant; or

(b) the Fixed Charge Coverage Ratio would be greater than immediately prior to such acquisition or merger;

(16) Environmental CapEx Debt; *provided*, that prior to the incurrence of any Environmental CapEx Debt, NRG shall deliver to the trustee an officers' certificate designating such Indebtedness as Environmental CapEx Debt;

(17) Indebtedness incurred to finance Necessary Capital Expenditures; *provided*, that prior to the incurrence of any Indebtedness to finance Necessary Capital Expenditures, NRG shall deliver to the trustee an officers' certificate designating such Indebtedness as Necessary CapEx Debt;

(18) Indebtedness of NRG or any Restricted Subsidiary consisting of (i) the financing of insurance premiums or (ii) take-or-pay obligations contained in supply arrangements, in each case, in the ordinary course of business;

(19) the incurrence by NRG or any of its Restricted Subsidiaries of Contribution Indebtedness;

(20) the incurrence by NRG and/or any of its Restricted Subsidiaries of Indebtedness that constitutes a Permitted Tax Lease; and

(21) the incurrence by NRG and/or any of its Restricted Subsidiaries of additional Indebtedness in an aggregate principal amount (or accreted value, as applicable) at any time outstanding, including all Permitted Refinancing Indebtedness incurred to refund, refinance, replace, defease or discharge any Indebtedness incurred pursuant to this clause (21), not to exceed \$1.0 billion.

For purposes of determining compliance with this "Incurrence of indebtedness and issuance of preferred stock" covenant, in the event that an item of proposed Indebtedness meets the criteria of more than one of the categories of Permitted Debt described in clauses (1) through (21) above, or is entitled to be incurred pursuant to the first paragraph of this covenant, NRG will be permitted to

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classify such item of Indebtedness on the date of its incurrence, or later reclassify all or a portion of such item of Indebtedness, in any manner that complies with this covenant. Indebtedness under the Credit Agreement outstanding on the Issue Date will initially be deemed to have been incurred on such date in reliance on the exception provided by clause (1) of the definition of Permitted Debt. The accrual of interest, the accretion or amortization of original issue discount, the payment of interest on any Indebtedness in the form of additional Indebtedness with the same terms, and the payment of dividends on Disqualified Stock in the form of additional shares of the same class of Disqualified Stock will not be deemed to be an incurrence of Indebtedness or an issuance of Disqualified Stock for purposes of this covenant; *provided*, in each such case, that the amount thereof is included in Fixed Charges of NRG as accrued.

For purposes of determining compliance with any U.S. dollar-denominated restriction on the incurrence of Indebtedness, the U.S. dollar-equivalent principal amount of Indebtedness denominated in a foreign currency will be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was incurred; *provided* that if such Indebtedness is incurred to refinance other Indebtedness denominated in a foreign currency, and such refinancing would cause the applicable U.S. dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such U.S. dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of the Indebtedness being refinanced.

The amount of any Indebtedness outstanding as of any date will be:

- (1) the accreted value of the Indebtedness, in the case of any Indebtedness issued with original issue discount;
- (2) the principal amount of the Indebtedness, in the case of any other Indebtedness; and
- (3) in respect of Indebtedness of another Person secured by a Lien on the assets of the specified Person, the lesser of:
 - (a) the fair market value of such asset at the date of determination, and
 - (b) the amount of the Indebtedness of the other Person;

provided that any changes in any of the above shall not give rise to a default under this covenant.

Antilayering

NRG will not incur, and will not permit any Guarantor to incur, any Indebtedness (including Permitted Debt) that is contractually subordinated in right of payment to any other Indebtedness of NRG or such Guarantor unless such Indebtedness is also contractually subordinated in right of payment to the notes and the applicable Guarantee on substantially identical terms; *provided, however*, that no Indebtedness will be deemed to be contractually subordinated in right of payment to any other Indebtedness of NRG solely by virtue of being unsecured or by virtue of being secured on a first or junior Lien basis.

Liens

NRG will not and will not permit any of its Restricted Subsidiaries to, create, incur, assume or otherwise cause or suffer to exist or become effective any Lien of any kind (other than Permitted Liens) securing Indebtedness or Attributable Debt upon any of their property or assets, now owned or hereafter acquired, unless all payments due under the indenture and the notes issued thereunder are secured on an equal and ratable basis with the obligations so secured until such time as such obligations are no longer secured by a Lien.

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Sale and leaseback transactions

NRG will not, and will not permit any of its Restricted Subsidiaries to, enter into any sale and leaseback transaction (other than a Permitted Tax Lease, which shall not be restricted by this covenant); *provided* that NRG or any Guarantor may enter into a sale and leaseback transaction if:

- (1) NRG or that Guarantor, as applicable, could have (a) incurred Indebtedness in an amount equal to the Attributable Debt relating to such sale and leaseback transaction under the covenant described above under the caption "—Incurrence of indebtedness and issuance of preferred stock" and (b) incurred a Lien to secure such Indebtedness pursuant to the covenant described above under the caption "—Liens";
- (2) the gross proceeds of that sale and leaseback transaction are at least equal to the fair market value of the property that is subject of that sale and leaseback transaction, as determined in good faith by a senior financial officer of NRG; and
- (3) if such sale and leaseback transaction constitutes an Asset Sale, the transfer of assets in that sale and leaseback transaction is permitted by, and NRG applies the proceeds of such transaction in compliance with, the covenant described above under the caption "—Repurchase at the option of holders—Asset sales."

Dividend and other payment restrictions affecting subsidiaries

NRG will not, and will not permit any of its Restricted Subsidiaries (other than Excluded Subsidiaries) to, directly or indirectly, create or permit to exist or become effective any consensual encumbrance or restriction on the ability of any Restricted Subsidiaries (other than Excluded Subsidiaries) to:

- (1) pay dividends or make any other distributions on its Capital Stock to NRG or any of its Restricted Subsidiaries (other than Excluded Subsidiaries), or with respect to any other interest or participation in, or measured by, its profits, or pay any indebtedness owed to NRG or any of its Restricted Subsidiaries (other than Excluded Subsidiaries);
- (2) make loans or advances to NRG or any of its Restricted Subsidiaries (other than Excluded Subsidiaries); or
- (3) transfer any of its properties or assets to NRG or any of its Restricted Subsidiaries (other than Excluded Subsidiaries).

However, the preceding restrictions will not apply to encumbrances or restrictions existing under or by reason of:

- (1) the Credit Agreement and other agreements governing Existing Indebtedness, on the Issue Date;
- (2) the indentures, the notes and the Subsidiary Guarantees (including the Exchange Notes and related Subsidiary Guarantees);
- (3) applicable law, rule, regulation or order;
- (4) customary non-assignment provisions in contracts, agreements, leases, permits and licenses;
- (5) purchase money obligations for property acquired and Capital Lease Obligations that impose restrictions on the property purchased or leased of the nature described in clause (3) of the preceding paragraph;

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- (6) any agreement for the sale or other disposition of the stock or assets of a Restricted Subsidiary that restricts distributions by that Restricted Subsidiary pending the sale or other disposition;
- (7) Permitted Refinancing Indebtedness; *provided* that the restrictions contained in the agreements governing such Permitted Refinancing Indebtedness are not materially more restrictive, taken as a whole, than those contained in the agreements governing the Indebtedness being refinanced;
- (8) Liens permitted to be incurred under the provisions of the covenant described above under the caption "—Liens" and associated agreements that limit the right of the debtor to dispose of the assets subject to such Liens;
- (9) provisions limiting the disposition or distribution of assets or property in joint venture, partnership, membership, stockholder and limited liability company agreements, asset sale agreements, sale-leaseback agreements, stock sale agreements and other similar agreements, including owners', participation or similar agreements governing projects owned through an undivided interest, which limitation is applicable only to the assets that are the subject of such agreements;
- (10) restrictions on cash or other deposits or net worth imposed by customers under contracts entered into in connection with a Permitted Business;
- (11) restrictions or conditions contained in any trading, netting, operating, construction, service, supply, purchase, sale or similar agreement to which NRG or any Restricted Subsidiary of NRG is a party entered into in connection with a Permitted Business; *provided* that such agreement prohibits the encumbrance of solely the property or assets of NRG or such Restricted Subsidiary that are the subject of that agreement, the payment rights arising thereunder and/or the proceeds thereof and not to any other asset or property of NRG or such Restricted Subsidiary or the assets or property of any other Restricted Subsidiary;
- (12) any instrument governing Indebtedness or Capital Stock of a Person acquired by NRG or any of its Restricted Subsidiaries as in effect at the time of such acquisition (except to the extent such Indebtedness or Capital Stock was incurred in connection with or in contemplation of such acquisition), which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person, or the property or assets of the Person, so acquired; *provided* that, in the case of Indebtedness, such Indebtedness was permitted by the terms of the indenture to be incurred;
- (13) Indebtedness of a Restricted Subsidiary of NRG existing at the time it became a Restricted Subsidiary if such restriction was not created in connection with or in anticipation of the transaction or series of transactions pursuant to which such Restricted Subsidiary became a Restricted Subsidiary or was acquired by NRG;
- (14) with respect to clause (3) of the first paragraph of this covenant only, restrictions encumbering property at the time such property was acquired by NRG or any of its Restricted Subsidiaries, so long as such restriction relates solely to the property so acquired and was not created in connection with or in anticipation of such acquisition;
- (15) provisions limiting the disposition or distribution of assets or property in agreements governing Non-Recourse Debt, which limitation is applicable only to the assets that are the subject of such agreements; and
- (16) any encumbrance or restrictions of the type referred to in clauses (1), (2) and (3) of the first paragraph of this covenant imposed by any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of the contracts,

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instruments or obligations referred to in clauses (1) through (15) above; *provided* that such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings are, in the good faith judgment of a senior financial officer of NRG, no more restrictive with respect to such dividend and other payment restrictions than those contained in the dividend or other payment restrictions prior to such amendment, modification, restatement, renewals, increase, supplement, refunding, replacement or refinancing.

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 Restricted 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 supplemental indentures duly executed by the applicable 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, the registration rights agreement and the indenture pursuant to supplemental indentures or other documents and agreements reasonably satisfactory to the trustee;

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

(4) (i) NRG or 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 will, on the date of such transaction after giving pro forma effect thereto and any related financing transactions as if the same had occurred at the beginning of the applicable four-quarter period, be permitted to incur at least \$1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in the first paragraph of the covenant described above under the caption "—Incurrence of indebtedness and issuance of preferred stock" or (ii) the Fixed Charge Coverage Ratio of NRG or the Person formed by or surviving any such consolidation or merger (if other than NRG) is greater after giving pro forma effect to such consolidation or merger and any related financing transactions as if the same had occurred at the beginning of the applicable four-quarter period than NRG's actual Fixed Charge Coverage Ratio for the period.

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 holding company of NRG; and

(2) any sale, transfer, assignment, conveyance, lease or other disposition of assets between or among NRG and its Restricted Subsidiaries, including by way of merger or consolidation.

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Transactions with affiliates

NRG will not, and will not permit any of its Restricted Subsidiaries to, make any payment to, or sell, lease, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into or make or amend any transaction, contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate of NRG (each, an "*Affiliate Transaction*") involving aggregate payments in excess of \$10.0 million, unless:

- (1) the Affiliate Transaction is on terms that are no less favorable to NRG (as reasonably determined by NRG) or the relevant Restricted Subsidiary than those that would have been obtained in a comparable transaction by NRG or such Restricted Subsidiary with an unrelated Person; and
- (2) NRG delivers to the trustee:
 - (a) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of \$75.0 million, a resolution of the Board of Directors set forth in an officers' certificate certifying that such Affiliate Transaction complies with this covenant and that such Affiliate Transaction has been approved by a majority of the disinterested members of the Board of Directors; and
 - (b) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of \$150.0 million, an opinion as to the fairness to NRG or such Restricted Subsidiary of such Affiliate Transaction from a financial point of view issued by an Independent Financial Advisor.

The following items will not be deemed to be Affiliate Transactions and, therefore, will not be subject to the provisions of the prior paragraph:

- (1) any employment agreement or director's engagement agreement, employee benefit plan, officer and director indemnification agreement or any similar arrangement entered into by NRG or any of its Restricted Subsidiaries or approved by a Responsible Officer of NRG in good faith;
- (2) transactions between or among NRG and/or its Restricted Subsidiaries;
- (3) transactions with a Person (other than an Unrestricted Subsidiary of NRG) that is an Affiliate of NRG solely because NRG owns, directly or through a Restricted Subsidiary, an Equity Interest in, or controls, such Person;
- (4) payment of directors' fees;
- (5) any issuance of Equity Interests (other than Disqualified Stock) of NRG or its Restricted Subsidiaries;
- (6) Restricted Payments that do not violate the provisions of the indenture described above under the caption "*—Restricted payments*";
- (7) any agreement in effect as of the Issue Date or any amendment thereto or replacement thereof and any transaction contemplated thereby or permitted thereunder, so long as any such amendment or replacement agreement taken as a whole is not more disadvantageous to the holders of the notes than the original agreement as in effect on the Issue Date;
- (8) payments or advances to employees or consultants that are incurred in the ordinary course of business or that are approved by a Responsible Officer of NRG in good faith;
- (9) the existence of, or the performance by NRG or any of its Restricted Subsidiaries of its obligations under the terms of, any stockholders agreement (including any registration rights agreement or purchase agreement related thereto) to which it is a party as of the Issue Date and

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any similar agreements which it may enter into thereafter; *provided, however*, that the existence of, or the performance by NRG or any of its Restricted Subsidiaries of obligations under, any future amendment to any such existing agreement or under any similar agreement entered into after the Issue Date shall only be permitted by this clause (9) to the extent that the terms of any such amendment or new agreement are not otherwise more disadvantageous to the holders of the notes in any material respect;

(10) transactions permitted by, and complying with, the provisions of the covenant described under "—Merger, consolidation or sale of assets";

(11) transactions with customers, clients, suppliers, joint venture partners or purchasers or sellers of goods or services (including pursuant to joint venture agreements) in compliance with the terms of the indenture that are fair to NRG and its Restricted Subsidiaries, in the reasonable determination of a senior financial officer of NRG, or are on terms not materially less favorable taken as a whole as might reasonably have been obtained at such time from an unaffiliated party;

(12) any repurchase, redemption or other retirement of Capital Stock of NRG held by employees of NRG or any of its Subsidiaries;

(13) loans or advances to employees or consultants;

(14) any Permitted Investment in another Person involved in a Permitted Business;

(15) transactions in which NRG or any Restricted Subsidiary of NRG, as the case may be, delivers to the trustee a letter from an Independent Financial Advisor stating that such transaction is fair to NRG or such Restricted Subsidiary from a financial point of view or meets the requirements of clause (1) of the preceding paragraph;

(16) the issuance of any letters of credit to support obligations of any Excluded Subsidiary;

(17) transactions between or among Excluded Subsidiaries, and any Guarantee, guarantee and/or other credit support provided by NRG and/or any Restricted Subsidiary in respect of any Subsidiary or any Minority Investment so long as all holders of Equity Interests in such Subsidiary or Minority Investment (including NRG or any Restricted Subsidiary, as applicable) shall participate directly or indirectly in such applicable Guarantee, guarantee and/or other credit support or shall provide a commitment in respect of any related obligation, in each case, on a pro rata basis relative to their Equity Interests in such Minority Investment; *provided* that any such transaction shall be fair and reasonable and beneficial to NRG and its Restricted Subsidiaries (taken as a whole) and consistent with Prudent Industry Practice;

(18) transactions relating to management, marketing, administrative or technical services between NRG and its Restricted Subsidiaries, or between Restricted Subsidiaries;

(19) any tax sharing agreement between or among NRG and its Subsidiaries so long as such tax sharing agreement is on fair and reasonable terms with respect to each participant therein; and

(20) any agreement to do any of the foregoing.

Additional subsidiary guarantees

If,

- NRG or any of its Restricted Subsidiaries acquires or creates another Domestic Subsidiary (other than an Excluded Subsidiary or a Domestic Subsidiary that does not Guarantee any other Indebtedness of NRG) after the Issue Date,
- any Excluded Subsidiary that is a Domestic Subsidiary ceases to be an Excluded Subsidiary after the Issue Date, or

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- any Domestic Subsidiary that does not Guarantee any other Indebtedness of NRG subsequently Guarantees other Indebtedness of NRG,

then such newly acquired or created Domestic Subsidiary, former Excluded Subsidiary, or Domestic Subsidiary that subsequently Guarantees other Indebtedness of NRG, as the case may be, will become a Guarantor and execute a supplemental indenture and deliver an opinion of counsel satisfactory to the trustee within 30 business days of the date on which it was acquired or created or ceased to be an Excluded Subsidiary or Guaranteed other Indebtedness of NRG, as the case may be.

Designation of restricted, unrestricted and excluded project subsidiaries

NRG may designate, by a certificate executed by a Responsible Officer of NRG, any Restricted Subsidiary to be an Unrestricted Subsidiary if that designation would not cause a Default. If a Restricted Subsidiary is designated as an Unrestricted Subsidiary, the aggregate fair market value of all outstanding Investments owned by NRG and its Restricted Subsidiaries in the Subsidiary designated as Unrestricted will be deemed to be an Investment made as of the time of the designation and will reduce the amount available for Restricted Payments under the covenant described above under the caption "—Restricted payments" or under one or more clauses of the definition of Permitted Investments, as determined by NRG. That designation will only be permitted if the Investment would be permitted at that time and if the Restricted Subsidiary otherwise meets the definition of an Unrestricted Subsidiary. A Responsible Officer of NRG may redesignate any Unrestricted Subsidiary to be a Restricted Subsidiary if that redesignation would not cause a Default.

NRG may designate, by a certificate executed by a Responsible Officer of NRG, any Restricted Subsidiary to be an Excluded Project Subsidiary if that designation would not cause a Default. If a Restricted Subsidiary that is not an Excluded Project Subsidiary is designated as an Excluded Project Subsidiary, the aggregate fair market value of all outstanding Investments owned by NRG and its Restricted Subsidiaries in the Subsidiary designated as an Excluded Project Subsidiary will be deemed to be an Investment made as of the time of the designation and will reduce the amount available for Restricted Payments under the covenant described above under the caption "—Restricted payments" or under one or more clauses of the definition of Permitted Investments, as determined by NRG. That designation will only be permitted if the Investment would be permitted at that time and if the Restricted Subsidiary otherwise meets the definition of an Excluded Project Subsidiary. A Responsible Officer of NRG may redesignate any Excluded Project Subsidiary to be a Restricted Subsidiary that is not an Excluded Project Subsidiary if that redesignation would not cause a Default.

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

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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 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 of its Restricted Subsidiaries for 45 days after written notice given by the trustee or holders, 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 any of its Restricted Subsidiaries (or the payment of which is guaranteed by NRG or any of its Restricted Subsidiaries) 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, aggregates \$150.0 million or more; *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 of its Restricted Subsidiaries that are not parties to such Non-Recourse Debt becomes 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 \$150.0 million);

(5) one or more judgments for the payment of money in an aggregate amount in excess of \$150.0 million (excluding therefrom any amount reasonably expected to be covered by insurance) shall be rendered against NRG, any Restricted Subsidiary of NRG that is not an Excluded Project Subsidiary 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;

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(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 of its Restricted Subsidiaries (other than the Exempt Subsidiaries) that is a Significant Subsidiary or any group of Restricted Subsidiaries 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 Restricted Subsidiary (other than the Exempt Subsidiaries) that is a Significant Subsidiary or any group of Restricted Subsidiaries 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 applicable 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 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 indentures 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 and Asset Sale Offers) that are described in the indenture ("*Covenant Defeasance*") and thereafter any 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

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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 the consent of the holders of at least a majority in principal amount of notes then outstanding (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, the notes), and 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 notes affected, an amendment or waiver may not (with respect to any such notes held by a non-consenting holder):

(1) reduce the principal amount of such 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 such notes (except a rescission of acceleration of such notes by the holders of at least a majority in aggregate principal amount of such notes and a waiver of the payment default that resulted from such acceleration);

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- (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 such notes to receive payments of principal of, or interest or premium on such 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 notes, NRG, the Guarantors and the trustee may amend or supplement the indenture or the notes:

- (1) to cure any ambiguity, 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 the "Description of the Notes" in the Offering Memorandum to the extent that such provision in the "Description of the Notes" was intended to be a verbatim recitation of a provision of the indenture or the notes;
- (7) to evidence and provide for the acceptance and appointment under the indenture of a successor trustee pursuant to the requirements thereof;
- (8) to provide for the issuance of additional notes 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

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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 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 such provisions, 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., 211 Carnegie Center, Princeton, NJ 08540, Attention: Investor Relations.

Certain definitions

Set forth below are certain defined terms used in the indentures. 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.

"*Acquired Debt*" means, with respect to any specified Person:

(1) Indebtedness of any other Person or asset existing at the time such other Person or asset is merged with or into, is acquired by, or became a Subsidiary of such specified Person, as the case may be, whether or not such Indebtedness is incurred in connection with, or in contemplation of,

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such other Person merging with or into, or becoming a Restricted Subsidiary of, such specified Person; and

- (2) Indebtedness secured by a Lien encumbering any asset acquired by such specified Person.

"*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 Law*" shall mean, as to any Person, any ordinance, law, treaty, rule or regulation or determination by an arbitrator or a court or other Governmental Authority, including ERCOT, 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 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 of:

(A) the present value at such redemption date of (i) the redemption price of such note at July 15, 2018 (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 July 15, 2018 (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.

"*Asset Sale*" means:

(1) the sale, lease (other than an operating lease), conveyance or other disposition of any assets or rights; *provided* that the sale, conveyance or other disposition of all or substantially all of the assets of NRG and its Restricted Subsidiaries taken as a whole will be governed by the provisions of the indenture described above under the caption "*—Repurchase at the option of holders—Change of control triggering event*" and/or the provisions described above under the caption "*—Certain covenants—merger, consolidation or sale of assets*" and not by the provisions of the covenant described above under the caption "*—Repurchase at the option of holders—Asset sales*;" and

- (2) the issuance of Equity Interests in any of NRG's Restricted Subsidiaries or the sale of Equity Interests in any of its Subsidiaries.

Notwithstanding the preceding, none of the following items will be deemed to be an Asset Sale:

- (1) any single transaction or series of related transactions for which NRG or its Restricted Subsidiaries receive aggregate consideration of less than \$100.0 million;
- (2) a transfer of assets or Equity Interests between or among NRG and its Restricted Subsidiaries;
- (3) an issuance of Equity Interests by a Restricted Subsidiary of NRG to NRG or to a Restricted Subsidiary of NRG;

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- (4) the sale or lease of products or services and any sale or other disposition of damaged, worn-out or obsolete assets;
- (5) the sale or discount, in each case without recourse, of accounts receivable, but only in connection with the compromise or collection thereof;
- (6) the licensing of intellectual property;
- (7) the sale, lease, conveyance or other disposition for value of energy, fuel or emission credits or contracts for any of the foregoing;
- (8) the sale or other disposition of cash or Cash Equivalents;
- (9) a Restricted Payment that does not violate the covenant described above under the caption "—Certain covenants—Restricted payments" or a Permitted Investment;
- (10) to the extent allowable under Section 1031 of the Internal Revenue Code of 1986, any exchange of like property (excluding any "boot" thereon) for use in a Permitted Business;
- (11) a disposition of assets in connection with a foreclosure, transfer or deed in lieu of foreclosure or other exercise of remedial action; and
- (12) any sale and leaseback transaction that is a Permitted Tax Lease.

"*Asset Sale Offer*" has the meaning assigned to that term in the indenture governing the notes.

"*Attributable Debt*" in respect of a sale and leaseback transaction means, at the time of determination, the present value of the obligation of the lessee for net rental payments during the remaining term of the lease included in such sale and leaseback transaction including any period for which such lease has been extended or may, at the option of the lessor, be extended. Such present value shall be calculated using a discount rate equal to the rate of interest implicit in such transaction, determined in accordance with GAAP; *provided, however*, that if such sale and leaseback transaction results in a Capital Lease Obligation, the amount of Indebtedness represented thereby will be determined in accordance with the definition of "Capital Lease Obligation."

"*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;
- (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.

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"*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.

"*Cash Equivalents*" means:

- (1) United States dollars, Euros or, in the case of any Foreign Subsidiary, any local currencies held by it from time to time;
- (2) (i) securities issued or directly and fully guaranteed or insured by the United States government or any agency or instrumentality of the United States government (*provided* that the full faith and credit of the United States is pledged in support of those securities) and (ii) debt obligations issued by the Government National Mortgage Association, Farm Credit System, Federal Home Loan Banks, Federal Home Loan Mortgage Corporation, Financing Corporation and Resolution Funding Corporation, in each case, having maturities of not more than 12 months from the date of acquisition;
- (3) certificates of deposit and eurodollar time deposits with maturities of six months or less from the date of acquisition, bankers' acceptances with maturities not exceeding 12 months and overnight bank deposits, in each case, with any domestic commercial bank having capital and surplus in excess of \$500.0 million and whose long-term debt, or whose parent company's long-term debt, has a rating of A2 or higher from Moody's and A or higher from S&P or, if Moody's and S&P do not rate the relevant bank, an equivalent rating issued by an equivalent non-U.S. rating agency, if any;
- (4) repurchase obligations with a term of not more than seven days for underlying securities of the types described in clauses (2) and (3) above entered into with any financial institution meeting the qualifications specified in clause (3) above;
- (5) commercial paper and auction rate securities having one of the two highest ratings obtainable from Moody's or S&P and in each case maturing within 12 months after the date of acquisition;
- (6) readily marketable direct obligations issued by any state of the United States or any political subdivision thereof, in either case having one of the two highest rating categories obtainable from either Moody's or S&P; and
- (7) money market funds that invest primarily in securities described in clauses (1) through (6) of this definition.

"*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

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any of its Restricted 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;

(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; or

(4) the first day on which a majority of the members of the Board of Directors of NRG are not Continuing Directors.

"*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.

"*Concurrent Cash Distributions*" has the meaning assigned to it in the definition of "Investments."

"*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) plus any net loss realized by such Person or any of its Restricted Subsidiaries in connection with an Asset Sale (without giving effect of the threshold provided in the definition thereof), 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 Restricted 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 Restricted 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, Permitted 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, Permitted 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*

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(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 Restricted 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;

provided, however, that Consolidated Cash Flow of NRG will exclude the Consolidated Cash Flow attributable to (i) Excluded Subsidiaries to the extent that the declaration or payment of dividends or similar distributions by the Excluded Subsidiary of that Consolidated Cash Flow is not, as a result of an Excluded Subsidiary Debt Default, then permitted by operation of the terms of the relevant Excluded Subsidiary Debt Agreement (*provided* that the Consolidated Cash Flow of the Excluded Subsidiary will only be so excluded for that portion of the period during which the condition described in the preceding proviso has occurred and is continuing), and (ii) for purposes of the covenant described above under the caption "—Certain covenants—Restricted payments" only, Excluded Project Subsidiaries.

"*Consolidated Interest Expense*" means, with respect to any Person for any period, the consolidated cash interest expense of such Person and its Restricted Subsidiaries (other than Excluded Project Subsidiaries) for such period, whether paid or accrued (including, without limitation, the interest component of any deferred payment obligations, the interest component of all payments associated with Capital Lease Obligations, imputed interest with respect to Attributable Debt, commissions, discounts and other fees and charges incurred in respect of letter of credit or bankers' acceptance financings, and net payments (if any) pursuant to interest rate Hedging Obligations, but not including amortization of original issue discount and other non-cash interest payments), net of cash interest income. For purposes of the foregoing, interest expense shall be determined after giving effect to any net payments made or received by NRG or any Restricted Subsidiary (other than an Excluded Project Subsidiary) with respect to any interest rate hedging agreements.

"*Consolidated Net Income*" means, with respect to any specified Person for any period, the aggregate of the Net Income of such Person and its Restricted 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 Restricted 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

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Concurrent Cash Distributions) paid in cash to the specified Person or a Restricted Subsidiary of the Person;

(2) for purposes of the covenant described above under the caption "—Certain covenants—Restricted payments" only, the Net Income of any Restricted Subsidiary will be excluded to the extent that the declaration or payment of dividends or similar distributions by that Restricted Subsidiary of that Net Income is not at the date of determination permitted without any prior governmental approval (that has not been obtained) or, directly or indirectly, by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to that Restricted Subsidiary or its stockholders;

(3) the cumulative effect of a change in accounting principles will be excluded;

(4) 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;

(5) 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;

(6) 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;

(7) any gains or losses (less all fees and expenses relating thereto) attributable to asset dispositions shall be excluded; and

(8) 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 Director*" means, as of any date of determination, any member of the Board of Directors of NRG who:

(1) was a member of such Board of Directors on the Issue Date; or

(2) was nominated for election or elected to such Board of Directors with the approval of a majority of the Continuing Directors who were members of such Board at the time of such nomination or election.

"*Contribution Indebtedness*" means Indebtedness of NRG in an aggregate principal amount not to exceed two times the aggregate amount of cash received by NRG after the Issue Date from the sale of its Equity Interests (other than Disqualified Stock) or as a contribution to its common equity capital (in each case, other than to or from a Subsidiary of NRG); *provided* that such Indebtedness (a) is incurred within 180 days after the sale of such Equity Interests or the making of such capital contribution and (b) is designated as "Contribution Indebtedness" pursuant to an officers' certificate on the date of its incurrence. Any sale of Equity Interests or capital contribution that forms the basis for an incurrence of Contribution Indebtedness will not be considered to be a sale of Qualifying Equity Interests and will be disregarded for purposes of the "Restricted Payments" covenant.

"*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."

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"*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 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 and (ii) debt securities sold to institutional investors, 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.

"*Debt to Cash Flow Ratio*" means, as of any date of determination (for purposes of this definition, the "*Calculation Date*"), the ratio of (a) the Total Debt of NRG 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 Restricted Subsidiaries, including through mergers or consolidations, or any Person or any of its Restricted Subsidiaries acquired by NRG or any of its Restricted Subsidiaries, and including any related financing transactions and including increases in ownership of Restricted 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 Restricted Subsidiary on the Calculation Date will be deemed to have been a Restricted Subsidiary at all times during such four-quarter period;
- (4) any Person that is not a Restricted Subsidiary on the Calculation Date will be deemed not to have been a Restricted Subsidiary at any time during such four-quarter period; and
- (5) the Consolidated Cash Flow attributable to Excluded Project Subsidiaries will be excluded for purposes of all calculations required by this definition.

"*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.

"*Designated Noncash Consideration*" means the fair market value of non-cash consideration received by NRG or any person who is an Affiliate of the Company as a result of the Company's ownership of Equity Interests in such Person in connection with an Asset Sale that is so designated as Designated Noncash Consideration pursuant to an officers' certificate, setting forth the basis of such valuation, executed by a senior financial officer of NRG, less the amount of cash or Cash Equivalents received in connection with a subsequent sale of such Designated Noncash Consideration.

"*Disqualified Stock*" means any Capital Stock that, by its terms (or by the terms of any security into which it is convertible, or for which it is exchangeable, in each case at the option of the holder of the Capital Stock), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or redeemable at the option of the holder of the Capital Stock, in whole or in part, on or prior to the date that is 91 days after the date on which the notes mature. Notwithstanding the preceding sentence, any Capital Stock that would constitute Disqualified Stock solely because the holders of the Capital Stock have the right to require NRG to repurchase such Capital Stock upon the occurrence of a change of control or an asset sale will not

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constitute Disqualified Stock if the terms of such Capital Stock provide that NRG may not repurchase or redeem any such Capital Stock pursuant to such provisions unless such repurchase or redemption complies with the covenant described above under the caption "—Certain covenants—Restricted payments." The amount of Disqualified Stock deemed to be outstanding at any time for purposes of the indenture will be the maximum amount that NRG and its Restricted Subsidiaries may become obligated to pay upon the maturity of, or pursuant to any mandatory redemption provisions of, such Disqualified Stock, exclusive of accrued dividends.

"*Domestic Subsidiary*" means any Restricted Subsidiary of NRG that was formed under the laws of the United States or any state of the United States or the District of Columbia or that guarantees or otherwise provides direct credit support for any Indebtedness of NRG.

"*Environmental CapEx Debt*" shall mean Indebtedness of NRG or its Restricted Subsidiaries incurred for the purpose of financing Environmental Capital Expenditures.

"*Environmental Capital Expenditures*" shall mean capital expenditures deemed necessary by NRG or its Restricted Subsidiaries to comply with Environmental Laws.

"*Environmental Law*" shall mean any applicable Federal, state, foreign or local statute, law, rule, regulation, ordinance, code and rule of common law now or hereafter in effect and in each case as amended, and any binding judicial or administrative interpretation thereof, including any binding judicial or administrative order, consent decree or judgment, relating to the environment, human health or safety or Hazardous Materials.

"*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).

"*ERCOT*" means the Electric Reliability Council of Texas.

"*Exchange Notes*" means the exchange notes to be issued pursuant to the registration rights agreement.

"*Excluded Foreign Subsidiary*" means, at any time, any Foreign Subsidiary that is (or is treated as) for United States federal income tax purposes either (1) a corporation or (2) a pass-through entity owned directly or indirectly by another Foreign Subsidiary that is (or is treated as) a corporation; *provided* that notwithstanding the foregoing, the following entities will be deemed to be "Excluded Foreign Subsidiaries": Sterling Luxembourg (No. 4) S.a.r.l., NRG Pacific Corporate Services Pty Ltd. and Tosli Acquisition B.V. and any subsidiary of Tosli Acquisition BV incorporated or formed in connection with the Itiquira Refinancing.

"*Excluded Proceeds*" means any Net Proceeds of an Asset Sale involving:

(1) the sale of up to \$300.0 million in the aggregate received since the Issue Date from one or more Asset Sales of Equity Interests in, or property or assets of, any Foreign Subsidiaries or any Foreign Subsidiary Holding Company; and

(2) the sale of up to \$50.0 million of assets per year,

in either event if and to the extent such Net Proceeds are designated by a Responsible Officer of NRG as Excluded Proceeds.

"*Excluded Project Subsidiary*" shall mean, at any time,

(1) each Subsidiary of NRG that is an obligor or otherwise bound with respect to Non-Recourse Debt on the Issue Date,

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(2) any Person that becomes a Subsidiary of NRG after the Issue Date that is an obligor or otherwise bound with respect to Indebtedness that constitutes Non-Recourse Debt and that is not an obligor with respect to any other Indebtedness,

(3) any Person that is a Subsidiary of NRG on the Issue Date or any Person that becomes a Subsidiary of NRG after the Issue Date and that, in each case, has been designated, by a certificate executed by a Responsible Officer of NRG, as an Excluded Project Subsidiary dedicated to constructing or acquiring power generation facilities or related or ancillary assets or properties that are to be financed only with equity contributions and Non-Recourse Debt (and not any other Indebtedness), and

(4) any Subsidiary of NRG that (i) has been released as a Guarantor under the indenture pursuant to clause (7) of the third paragraph under the heading "Subsidiary Guarantees" or (ii), in the case of newly acquired or formed Subsidiaries, is not otherwise required to execute a Guarantee under the indenture as set forth under the heading "Additional Subsidiary Guarantees."

"*Excluded Subsidiaries*" means the Excluded Project Subsidiaries, the Excluded Foreign Subsidiaries and the Immaterial Subsidiaries.

"*Excluded Subsidiary Debt Agreement*" means the agreement or documents governing the relevant Indebtedness referred to in the definition of "Excluded Subsidiary Debt Default."

"*Excluded Subsidiary Debt Default*" means, with respect to any Excluded Subsidiary, the failure of such Excluded Subsidiary to pay any principal or interest or other amounts due in respect of any Indebtedness, when and as the same shall become due and payable, or the occurrence of any other event or condition that results in any Indebtedness of such Excluded Subsidiary becoming due prior to its scheduled maturity or that enables or permits (with or without the giving of notice, lapse of time or both) the holder or holders of such Indebtedness or any trustee or agent on its or their behalf to cause such Indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity.

"*Exempt Subsidiaries*" means, collectively, NRG Ilion LP LLC, NRG Ilion Limited Partnership, Meriden Gas Turbine LLC, LSP-Nelson Energy LLC, NRG Nelson Turbines LLC, NRG Jackson Valley Energy I, Inc., NRG McClain LLC, NRG Audrain Holding LLC, NRG Audrain Generating LLC, NRG Peaker Finance Company LLC, Bayou Cove Peaking Power, LLC, Big Cajun I Peaking Power LLC, NRG Rockford LLC, NRG Rockford II LLC, NRG Rockford Equipment II LLC, NRG Sterlington Power LLC and NRG Rockford Acquisition LLC.

"*Existing Indebtedness*" means Indebtedness of NRG and its Subsidiaries (other than the Indebtedness under the Credit Agreement) in existence on the Issue Date, until such amounts are repaid.

"*Existing Indenture*" means the indenture governing NRG's outstanding 8.500% Senior Notes due 2019.

"*Existing Senior Notes*" means all notes issued pursuant to the indentures governing NRG's outstanding 8.500% senior notes due 2019, 8.250% 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.

"*Facility*" means a power or energy related facility.

"*fair market value*" means the value that would be paid by a willing buyer to an unaffiliated willing seller in a transaction not involving distress or necessity of either party, determined in good faith by a Responsible Officer of NRG.

"*Fixed Charge Coverage Ratio*" means with respect to any specified Person for any period, the ratio of the Consolidated Cash Flow of such Person for such period to the Fixed Charges of such Person for

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such period. In the event that the specified Person or any of its Restricted Subsidiaries incurs, assumes, Guarantees, repays, repurchases, redeems, defeases or otherwise discharges any Indebtedness (other than ordinary working capital borrowings) or issues, repurchases or redeems preferred stock subsequent to the commencement of the period for which the Fixed Charge Coverage Ratio is being calculated and on or prior to the date on which the event for which the calculation of the Fixed Charge Coverage Ratio is made (for purposes of this definition, the "*Calculation Date*"), then the Fixed Charge Coverage Ratio will be calculated giving pro forma effect to such incurrence, assumption, Guarantee, repayment, repurchase, redemption, defeasance or other discharge of Indebtedness, or such issuance, repurchase or redemption of preferred stock, and the use of the proceeds therefrom, as if the same had occurred at the beginning of the applicable four-quarter reference period.

In addition, for purposes of calculating the Fixed Charge Coverage Ratio:

- (1) Investments and acquisitions that have been made by the specified Person or any of its Restricted Subsidiaries, including through mergers or consolidations, or any Person or any of its Restricted Subsidiaries acquired by the specified Person or any of its Restricted Subsidiaries, and including any related financing transactions and including increases in ownership of Restricted 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 and Consolidated Cash Flow for such reference period will be calculated on the same pro forma basis;
- (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) the Fixed Charges 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, but only to the extent that the obligations giving rise to such Fixed Charges will not be obligations of the specified Person or any of its Restricted Subsidiaries following the Calculation Date;
- (4) any Person that is a Restricted Subsidiary on the Calculation Date will be deemed to have been a Restricted Subsidiary at all times during such four-quarter period;
- (5) any Person that is not a Restricted Subsidiary on the Calculation Date will be deemed not to have been a Restricted Subsidiary at any time during such four-quarter period; and
- (6) if any Indebtedness that is being incurred on the Calculation Date bears a floating rate of interest, the interest expense on such Indebtedness will be calculated as if the rate in effect on the Calculation Date had been the applicable rate for the entire period (taking into account any Hedging Obligation applicable to such Indebtedness).

If since the beginning of such period any Person (that subsequently became a Restricted Subsidiary or was merged with or into NRG or any Restricted Subsidiary since the beginning of such period) shall have made any Investment, acquisition, disposition, merger, consolidation or disposed operation that would have required adjustment pursuant to this definition, then the Fixed Charge Coverage Ratio shall be calculated giving pro forma effect thereto (including any Pro Forma Cost Savings) for such period as if such Investment, acquisition or disposition, or classification of such operation as discontinued had occurred at the beginning of the applicable four-quarter period.

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"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 Restricted Subsidiaries (other than interest expense of any Excluded Subsidiary the Consolidated Cash Flow of which is excluded from the Consolidated Cash Flow of such Person pursuant to the definition of "Consolidated Cash Flow") 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, imputed interest with respect to Attributable Debt, 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 Restricted 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 Restricted Subsidiaries or secured by a Lien on assets of such Person or one of its Restricted 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 Restricted Subsidiaries, other than dividends on Equity Interests payable in Equity Interests of NRG (other than Disqualified Stock) or to NRG or a Restricted 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.

"Foreign Subsidiary" means any Restricted Subsidiary that is not a Domestic Subsidiary.

"Foreign Subsidiary Holding Company" means any Domestic Subsidiary that is a direct parent of one or more Foreign Subsidiaries and holds, directly or indirectly, no other assets other than Equity Interests of Foreign Subsidiaries and other de *minimis* assets related thereto.

"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.

"Goldman Sachs Hedge Agreement" means the Master Power Purchase and Sale Agreement dated as of July 21, 2004, the Confirmation thereunder dated as of July 21, 2004 and the Confirmation thereunder dated as of November 30, 2004, each between an affiliate of Goldman, Sachs & Co. and Texas Genco, LP, as amended to the Issue Date, and any agreements related thereto.

"Governmental Authority" shall mean any nation or government, any state, province, territory or other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, or any non-governmental authority regulating the generation and/or transmission of energy.

"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

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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.

"*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).

"*Guarantors*" means each of:

- (1) NRG's Restricted Subsidiaries other than the Excluded Foreign Subsidiaries, the Excluded Project Subsidiaries, and the Immaterial Subsidiaries; and
- (2) any other Restricted Subsidiary that executes a Subsidiary Guarantee in accordance with the provisions of the indenture;

and their respective successors and assigns.

"*Hazardous Materials*" shall mean (a) any petroleum or petroleum products, radioactive materials, friable asbestos, urea formaldehyde foam insulation, transformers or other equipment that contain dielectric fluid containing regulated levels of polychlorinated biphenyls and radon gas; (b) any chemicals, materials or substances defined as or included in the definition of "hazardous substances," "hazardous waste," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste," "toxic substances," "toxic pollutants," "contaminants," or "pollutants" or words of similar import, under any applicable Environmental Law; and (c) any other chemical, material or substance, which is prohibited, limited or regulated by any Environmental Law.

"*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, including but not limited to the Goldman Sachs Hedge Agreement; (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.

"*Immaterial Subsidiary*" shall mean, at any time, any Restricted Subsidiary of NRG that is designated by NRG as an "Immaterial Subsidiary" if and for so long as such Restricted Subsidiary, together with all other Immaterial Subsidiaries, has (i) total assets at such time not exceeding 5% of NRG's consolidated assets as of the most recent fiscal quarter for which balance sheet information is available and (ii) total revenues and operating income for the most recent 12-month period for which income statement information is available not exceeding 5% of NRG's consolidated revenues and operating income, respectively; *provided* that such Restricted Subsidiary shall be an Immaterial Subsidiary only to the extent that and for so long as all of the above requirements are satisfied.

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"*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), 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 or Attributable Debt in respect of sale and leaseback transactions;
- (5) representing the balance deferred and unpaid of the purchase price of any property (including trade payables) or services due 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, Attributable Debt 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 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.

"*Independent Financial Advisor*" means an accounting, appraisal, investment banking firm or consultant to Persons engaged in a Permitted Business of nationally recognized standing that is, in the good faith judgment of NRG, qualified to perform the task for which it has been engaged.

"*Investment Grade Rating*" means a rating equal to or higher than BBB- (or the equivalent) by S&P and equal to or higher than Baa3 (or the equivalent) by Moody's.

"*Investments*" means, with respect to any Person, all direct or indirect investments by such Person in other Persons (including Affiliates) in the forms of loans (including Guarantees or other obligations), advances or capital contributions (excluding commission, travel and similar advances to officers and employees), purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities, together with all items that are or would be classified as investments on a balance sheet prepared in accordance with GAAP. If NRG or any Subsidiary of NRG sells or otherwise disposes of any Equity Interests of any direct or indirect Subsidiary of NRG such that, after giving effect to any such sale or disposition, such Person is no longer a Subsidiary of NRG, NRG will be deemed to have made an Investment on the date of any such sale or disposition equal to the fair market value of NRG's Investments in such Subsidiary that were not sold or disposed of in an amount determined as provided in the final paragraph of the covenant described above under the caption "—Certain covenants—Restricted payments." The acquisition by NRG or any Subsidiary of NRG of a Person that holds an Investment in a third Person will be deemed to be an Investment by NRG or such Subsidiary in such third Person in an amount equal to the fair market value of the Investments held by the acquired Person in such third Person in an amount determined as provided in the final paragraph of the covenant described above under the caption "—Certain covenants—Restricted payments." Except as otherwise provided in the indenture, the amount of an Investment will be determined at the time the Investment is made and without giving effect to subsequent changes in value.

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Notwithstanding anything to the contrary herein, in the case of any Investment made by NRG or a Restricted Subsidiary of NRG in a Person substantially concurrently with a cash distribution by such Person to NRG or a Guarantor (a "*Concurrent Cash Distribution*"), then:

- (1) the Concurrent Cash Distribution shall be deemed to be Net Proceeds received in connection with an Asset Sale and applied as set forth above under the caption "*—Certain covenants asset sales*"; and
- (2) the amount of such Investment shall be deemed to be the fair market value of the Investment, less the amount of the Concurrent Cash Distribution.

"*Issue Date*" means January 27, 2014.

"*Itiquira*" shall mean Itiquira Energetica S.A.

"*Itiquira Acquisition Sub*" shall have the meaning assigned to such term in the definition of Itiquira Refinancing.

"*Itiquira Refinancing*" means the transaction or series of related transactions pursuant to which (a) any or all of the outstanding preferred stock of Itiquira directly or indirectly held by Eletrobrás is or was acquired by Itiquira or a subsidiary of Tosli Acquisition BV ("*Itiquira Acquisition Sub*") for an aggregate consideration not to exceed to \$70.0 million, and, following such acquisition, such preferred stock is or was redeemed, repaid or otherwise retired or held as treasury stock or otherwise treated in accordance with the requirements of Brazilian law, and (b) Itiquira or the Itiquira Acquisition Sub may have incurred up to \$70.0 million in aggregate principal amount of Indebtedness secured by Liens on the assets of Itiquira and the Itiquira Acquisition Sub ("*Permitted Itiquira Indebtedness*"), in each case on terms and conditions (which may include terms and conditions other than those set forth in this definition) reasonably satisfactory to the Administrative Agent under NRG's credit agreement at the time of such transaction or series of transactions.

"*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.

For the avoidance of doubt, "*Lien*" shall not be deemed to include licenses of intellectual property.

"*Mark-to-Market Adjustments*" means:

- (1) any non-cash loss attributable to the mark-to-market movement in the valuation of Hedging Obligations (to the extent the cash impact resulting from such loss has not been realized) or other derivative instruments pursuant to Financial Accounting Standards Board Statement No. 133, "Accounting for Derivative Instruments and Hedging Activities," or any similar successor provision; *plus*
 - (a) any loss relating to amounts paid in cash prior to the stated settlement date of any Hedging Obligation that has been reflected in Consolidated Net Income in the current period; *plus*

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(b) any gain relating to Hedging Obligations associated with transactions recorded in the current period that has been reflected in Consolidated Net Income in prior periods and excluded from Consolidated Cash Flow pursuant to clauses (2)(a) and (2)(b) below; *less*,

(2) any non-cash gain attributable to the mark-to-market movement in the valuation of Hedging Obligations (to the extent the cash impact resulting from such gain has not been realized) or other derivative instruments pursuant to Financial Accounting Standards Board Statement No. 133, "Accounting for Derivative Instruments and Hedging Activities," or any similar successor provision; *less*

(a) any gain relating to amounts received in cash prior to the stated settlement date of any Hedging Obligation that has been reflected in Consolidated Net Income in the current period; *less*

(b) any loss relating to Hedging Obligations associated with transactions recorded in the current period that has been reflected in Consolidated Net Income in prior periods and excluded from Consolidated Cash Flow pursuant to clauses (1)(a) and (1)(b) above.

"*Minority Investment*" shall mean any Person (other than a Subsidiary) in which NRG or any Restricted Subsidiary owns Capital Stock.

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

"*Necessary CapEx Debt*" shall mean Indebtedness of NRG or its Restricted Subsidiaries incurred for the purpose of financing Necessary Capital Expenditures.

"*Necessary Capital Expenditures*" shall mean capital expenditures that are required by Applicable Law (other than Environmental Laws) or undertaken for health and safety reasons. The term "Necessary Capital Expenditures" does not include any capital expenditure 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: (a) any Asset Sale (without giving effect to the threshold provided for in the definition thereof); or (b) the disposition of any securities by such Person or any of its Restricted Subsidiaries or the extinguishment of any Indebtedness of such Person or any of its Restricted Subsidiaries; and

(2) any extraordinary gain or loss, together with any related provision for taxes on such extraordinary gain or loss.

"*Net Proceeds*" means the aggregate cash proceeds received by NRG or any of its Restricted Subsidiaries in respect of any Asset Sale (including, without limitation, any cash received upon the sale or other disposition of any non-cash consideration received in any Asset Sale), net of the direct costs relating to such Asset Sale, including, without limitation, legal, accounting and investment banking fees, and sales commissions, and any relocation expenses incurred as a result of the Asset Sale, taxes paid or payable as a result of the Asset Sale, in each case, after taking into account any available tax deductions and any tax sharing arrangements, and amounts required to be applied to the repayment of Indebtedness, other than Indebtedness under a Credit Facility, secured by a Lien on the asset or assets that were the subject of such Asset Sale and any reserve for adjustment in respect of the sale price of such asset or assets established in accordance with GAAP.

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"*Non-Recourse Debt*" means Indebtedness:

(1) as to which neither NRG nor any of its Restricted Subsidiaries (other than an Excluded Project Subsidiary) (a) provides credit support of any kind (including any undertaking, agreement or instrument that would constitute Indebtedness) other than pursuant to a Non-Recourse Guarantee or any arrangement to provide or guarantee to provide goods and services on an arm's length basis, (b) is directly or indirectly liable as a guarantor or otherwise, other than pursuant to a Non-Recourse Guarantee, or (c) constitutes the lender;

(2) no default with respect to which (including any rights that the holders of the Indebtedness may have to take enforcement action against an Unrestricted Subsidiary) would permit upon notice, lapse of time or both any holder of any other Indebtedness of NRG (other than the notes and the Credit Agreement) or any of its Restricted Subsidiaries to declare a default on such other Indebtedness or cause the payment of such other Indebtedness to be accelerated or payable prior to its Stated Maturity; and

(3) in the case of Non-Recourse Debt incurred after the Issue Date, as to which the lenders have been notified in writing, or have otherwise agreed, that they will not have any recourse to the stock or assets of NRG or any of its Restricted Subsidiaries except as otherwise permitted by clauses (1) or (2) above;

provided, however, that the following shall be deemed to be Non-Recourse Debt: (i) Guarantees with respect to debt service reserves established with respect to a Subsidiary to the extent that such Guarantee shall result in the immediate payment of funds, pursuant to dividends or otherwise, in the amount of such Guarantee; (ii) contingent obligations of NRG or any other Subsidiary to make capital contributions to a Subsidiary; (iii) any credit support or liability consisting of reimbursement obligations in respect of Letters of Credit issued under and subject to the terms of, the Credit Agreement to support obligations of a Subsidiary; (iv) agreements of NRG or any Subsidiary to provide, or guarantees or other credit support (including letters of credit) by NRG or any Subsidiary of any agreement of another Subsidiary to provide, corporate, management, marketing, administrative, technical, energy management or marketing, engineering, procurement, construction, operation and/or maintenance services to such Subsidiary, including in respect of the sale or acquisition of power, emissions, fuel, oil, gas or other supply of energy, (v) any agreements containing Hedging Obligations, and any power purchase or sale agreements, fuel purchase or sale agreements, emissions credit purchase or sales agreements, power transmission agreements, fuel transportation agreements, fuel storage agreements, commercial or trading agreements and any other similar agreements entered into between NRG or any Subsidiary with or otherwise involving any other Subsidiary, including any guarantees or other credit support (including letters of credit) in connection therewith, and (vi) any Investments in a Subsidiary, to the extent in the case of (i) through (vi) otherwise permitted by the indenture.

"*Non-Recourse Guarantee*" means any Guarantee by NRG or a Guarantor of Non-Recourse Debt incurred by an Excluded Project Subsidiary as to which the lenders of such Non-Recourse Debt have acknowledged that they will not have any recourse to the stock or assets of NRG or any Guarantor, except to the limited extent set forth in such guarantee.

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

"*Offering Memorandum*" means the Offering Memorandum, dated January 10, 2014, related to the issuance and sale of the Old Notes.

"*Original Issue Date*" means June 5, 2009.

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"Permitted Business" means the business of acquiring, constructing, managing, developing, improving, maintaining, leasing, owning and operating Facilities, together with any related assets or facilities, as well as any other activities reasonably related to, ancillary to, or incidental to, any of the foregoing activities (including acquiring and holding reserves), including investing in Facilities.

"Permitted Investments" means:

- (1) any Investment in NRG or in a Restricted Subsidiary of NRG that is a Guarantor;
 - (2) any Investment in an Immaterial Subsidiary;
 - (3) any Investment in an Excluded Foreign Subsidiary for so long as the Excluded Foreign Subsidiaries do not collectively own more than 20% of the consolidated assets of NRG as of the most recent fiscal quarter end for which financial statements are publicly available;
 - (4) any issuance of letters of credit to support the obligations of any of the Excluded Subsidiaries;
 - (5) any Investment in Cash Equivalents (and, in the case of Excluded Subsidiaries only, Cash Equivalents or other liquid investments permitted under any Credit Facility to which it is a party);
 - (6) any Investment by NRG or any Restricted Subsidiary of NRG in a Person, if as a result of such Investment:
 - (a) such Person becomes a Restricted Subsidiary of NRG and a Guarantor or an Immaterial Subsidiary; or
 - (b) such Person is merged, consolidated or amalgamated with or into, or transfers or conveys substantially all of its assets to, or is liquidated into, NRG or a Restricted Subsidiary of NRG that is a Guarantor;
 - (7) any Investment made as a result of the receipt of non-cash consideration from an Asset Sale that was made pursuant to and in compliance with the covenant described above under the caption "—Repurchase at the option of holders—Asset sales";
 - (8) Investments made as a result of the sale of Equity Interests of any Person that is a Subsidiary of NRG such that, after giving effect to any such sale, such Person is no longer a Subsidiary of NRG, if the sale of such Equity Interests constitutes an Asset Sale and the Net Proceeds received from such Asset Sale are applied as set forth above under the caption "—Repurchase at the option of holders—Asset sales";
 - (9) Investments to the extent made in exchange for the issuance of Equity Interests (other than Disqualified Stock) of NRG;
 - (10) any Investments received in compromise or resolution of (a) obligations of trade creditors or customers of NRG or any of its Restricted Subsidiaries, including pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of any trade creditor or customer; or (b) litigation, arbitration or other disputes with Persons who are not Affiliates;
 - (11) Investments represented by Hedging Obligations;
 - (12) loans or advances to employees;
 - (13) repurchases of the notes or *pari passu* Indebtedness;
 - (14) any Investment in securities of trade creditors, trade counter- parties or customers received in compromise of obligations of those Persons, including pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of such trade creditors or customers;
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(15) negotiable instruments held for deposit or collection;

(16) receivables owing to NRG or any Restricted Subsidiary of NRG and payable or dischargeable in accordance with customary trade terms; *provided, however*, that such trade terms may include such concessionary trade terms as NRG of any such Restricted Subsidiary of NRG deems reasonable under the circumstances;

(17) payroll, travel and similar advances to cover matters that are expected at the time of such advances ultimately to be treated as expenses for accounting purposes;

(18) Investments resulting from the acquisition of a Person that at the time of such acquisition held instruments constituting Investments that were not acquired in contemplation of the acquisition of such Person;

(19) any Investment in any Person engaged primarily in one or more Permitted Businesses (including, without limitation, Excluded Subsidiaries, Unrestricted Subsidiaries, and Persons that are not Subsidiaries of NRG) made for cash since the Issue Date;

(20) the contribution of any one or more of the Specified Facilities to a Restricted Subsidiary that is not a Guarantor;

(21) Investments made pursuant to a commitment that, when entered into, would have complied with the provisions of the indenture;

(22) Investments in any Excluded Subsidiary made by another Excluded Subsidiary; and

(23) other Investments made since the Original Issue Date in any Person having an aggregate fair market value (measured on the date each such Investment was made and without giving effect to subsequent changes in value), when taken together with all other Investments made pursuant to clause (23) of the definition of "Permitted Investments" in the Existing Indenture that are at the time outstanding not to exceed the greater of (a) \$500.0 million and (b) 2.5% of Total Assets; *provided, however*, that if any Investment pursuant to this clause (23) is made in any Person that is not a Restricted Subsidiary of NRG and a Guarantor at the date of the making of the Investment and such Person becomes a Restricted Subsidiary and a Guarantor after such date, such Investment shall thereafter be deemed to have been made pursuant to clause (1) above, and shall cease to have been made pursuant to this clause (23).

"Permitted Liens" means:

(1) Liens on assets of NRG or any Guarantor securing Indebtedness and other Obligations under Credit Facilities, in an aggregate principal amount not exceeding, on the date of the creation of such Liens, the greater of (a) 30.0% of Total Assets or (b) \$10.0 billion less the aggregate amount of all repayments, optional or mandatory, of the principal of any term Indebtedness under a Credit Facility that have been made by NRG or any of its Restricted Subsidiaries since the Issue Date with the Net Proceeds of Asset Sales (other than Excluded Proceeds) and less, without duplication, the aggregate amount of all repayments or commitment reductions with respect to any revolving credit borrowings under a Credit Facility that have been made by NRG or any of its Restricted Subsidiaries since the Issue Date as a result of the application of the Net Proceeds of Asset Sales (other than Excluded Proceeds) in accordance with the covenant described above under the caption "—Repurchase at the option of holders—Asset sales" (excluding temporary reductions in revolving credit borrowings as contemplated by that covenant);

(2) Liens to secure obligations with respect to (i) contracts (other than for Indebtedness) for commercial and trading activities for the purchase, transmission, distribution, sale, lease or hedge of any energy related commodity or service, and (ii) Hedging Obligations;

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- (3) Liens on assets of Excluded Subsidiaries securing Indebtedness and/or other obligations of Excluded Subsidiaries that was permitted by the terms of the indenture to be incurred;
 - (4) Liens (a) in favor of NRG or any of the Guarantors; (b) incurred by Excluded Project Subsidiaries in favor of any other Excluded Project Subsidiary; or (c) incurred by Excluded Foreign Subsidiaries in favor of any other Excluded Foreign Subsidiary;
 - (5) Liens to secure the performance of statutory obligations, surety or appeal bonds, performance bonds or other obligations of a like nature;
 - (6) Liens to secure obligations to vendors or suppliers covering the assets sold or supplied by such vendors or suppliers, including Liens to secure Indebtedness or other obligations (including Capital Lease Obligations) permitted by clauses (4), (13), (20) and (21) of the second paragraph of the covenant entitled "—Certain covenants—Incurrence of indebtedness and issuance of preferred stock" covering only the assets acquired with or financed by such Indebtedness;
 - (7) Liens existing on the Issue Date;
 - (8) Liens for taxes, assessments or governmental charges or claims that are not yet delinquent or that are being contested in good faith by appropriate proceedings promptly instituted and diligently concluded; *provided* that any reserve or other appropriate provision as is required in conformity with GAAP has been made therefor;
 - (9) Liens imposed by law, such as carriers', warehousemen's, landlord's and mechanics' Liens;
 - (10) survey exceptions, easements or reservations of, or rights of others for, licenses, rights-of-way, sewers, electric lines, telegraph and telephone lines, oil, gas and other mineral interests and leases, and other similar purposes, or zoning or other restrictions as to the use of real property that were not incurred in connection with Indebtedness and that do not in the aggregate materially adversely affect the value of said properties or materially impair their use in the operation of the business of such Person;
 - (11) Liens created for the benefit of (or to secure) the notes (or the Subsidiary Guarantees);
 - (12) Liens to secure any Permitted Refinancing Indebtedness permitted to be incurred under the indenture; *provided, however*, that:
 - (a) the new Lien shall be limited to all or part of the same property and assets that secured or, under the written agreements pursuant to which the original Lien arose, could secure the original Lien (plus improvements and accessions to, such property or proceeds or distributions thereof); and
 - (b) the Indebtedness secured by the new Lien is not increased to any amount greater than the sum of (x) the outstanding principal amount or, if greater, committed amount, of the Permitted Referencing Indebtedness and (y) an amount necessary to pay any fees and expenses, including premiums, related to such refinancings, refunding, extension, renewal or replacement;
 - (13) Liens incurred or deposits made in connection with workers' compensation, unemployment insurance and other types of social security;
 - (14) Liens encumbering deposits made to secure obligations arising from statutory, regulatory, contractual or warranty requirements of NRG or any of its Restricted Subsidiaries, including rights of offset and set-off;
 - (15) leases or subleases granted to others that do not materially interfere with the business of NRG and its Restricted Subsidiaries;
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- (16) statutory Liens arising under ERISA;
- (17) Liens on property (including Capital Stock) existing at the time of acquisition of the property by NRG or any Subsidiary of NRG; *provided* that such Liens were in existence prior to, such acquisition, and not incurred in contemplation of, such acquisition;
- (18) Liens arising from Uniform Commercial Code financing statements filed on a precautionary basis in respect of operating leases intended by the parties to be true leases (other than any such leases entered into in violation of the indenture);
- (19) Liens on assets and Equity Interests of a Subsidiary that is an Excluded Subsidiary;
- (20) Liens granted in favor of Xcel pursuant to the Xcel Indemnification Agreements as in effect on the Issue Date held by Xcel thereunder;
- (21) Liens to secure Indebtedness or other obligations incurred to finance Necessary Capital Expenditures that encumber only the assets purchased, installed or otherwise acquired with the proceeds of such Indebtedness;
- (22) Liens to secure Environmental CapEx Debt that encumber only the assets purchased, installed or otherwise acquired with the proceeds of such Environmental CapEx Debt;
- (23) Liens on assets or securities deemed to arise in connection with the execution, delivery or performance of contracts to sell such assets or stock otherwise permitted under the indenture;
- (24) any Liens resulting from restrictions on any Equity Interest or undivided interests, as the case may be, of a Person providing for a breach, termination or default under any joint venture, stockholder, membership, limited liability company, partnership, owners', participation or other similar agreement between such Person and one or more other holders of Equity Interests or undivided interests of such Person, as the case may be, if a security interest or Lien is created on such Equity Interest or undivided interest, as the case may be, as a result thereof;
- (25) Liens resulting from any customary provisions limiting the disposition or distribution of assets or property (including without limitation Equity Interests) or any related restrictions thereon in joint venture, partnership, membership, stockholder and limited liability company agreements, asset sale agreements, sale-leaseback agreements, stock sale agreements and other similar agreements, including owners', participation or similar agreements governing projects owned through an undivided interest; *provided, however*, that any such limitation is applicable only to the assets that are the subjects of such agreements;
- (26) those Liens or other exceptions to title, in either case on or in respect of any facility of NRG or any Subsidiary, arising as a result of any shared facility agreement entered into after the closing date with respect to such facility, except to the extent that any such Liens or exceptions, individually or in the aggregate, materially adversely affect the value of the relevant property or materially impair the use of the relevant property in the operation of the business of NRG or such Subsidiary;
- (27) Liens on cash deposits and other funds maintained with a depository institution, in each case arising in the ordinary course of business by virtue of any statutory or common law provision relating to banker's liens, including Section 4-210 of the UCC;
- (28) any Liens on property and assets (other than certain properties or assets defined as "core" collateral) designated as Excluded Assets from time to time by NRG under clause (xiii) of the related definition under the Credit Agreement, which shall not have, when taken together with all other "non-core" property and assets that constitute Excluded Assets pursuant to such clause at the relevant time of determination, a fair market value in excess of \$500.0 million in the aggregate (and, to the extent that such fair market value of such property and assets exceeds

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\$500.0 million in the aggregate, such property or assets shall cease to be an Excluded Asset only to the extent of such excess fair market value); and

(29) Liens incurred by NRG or any Subsidiary of NRG with respect to obligations not to exceed \$500.0 million at any one time outstanding.

"*Permitted Refinancing Indebtedness*" means any Indebtedness of NRG or any of its Restricted Subsidiaries issued in exchange for, or the net proceeds of which are used to refund, refinance, replace, defease or discharge other Indebtedness of NRG or any of its Restricted Subsidiaries (other than intercompany Indebtedness); *provided that*:

(1) the principal amount (or accreted value, if applicable) of such Permitted Refinancing Indebtedness does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness extended, refinanced, renewed, replaced, defeased or refunded (plus all accrued interest on the Indebtedness and the amount of all expenses and premiums incurred in connection therewith);

(2) such Permitted Refinancing Indebtedness has a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded;

(3) if the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded is subordinated in right of payment to the notes, such Permitted Refinancing Indebtedness is subordinated in right of payment to, the notes on terms at least as favorable to the holders of notes as those contained in the documentation governing the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded;

(4) such Indebtedness is incurred either by NRG (and may be guaranteed by any Guarantor) or by the Restricted Subsidiary who is the obligor on the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded; and

(5) (i) if the Stated Maturity of the Indebtedness being refinanced is earlier than the Stated Maturity of the notes, the Permitted Refinancing Indebtedness has a Stated Maturity no earlier than the Stated Maturity of the Indebtedness being refinanced or (ii) if the Stated Maturity of the Indebtedness being refinanced is later than the Stated Maturity of the notes, the Permitted Refinancing Indebtedness has a Stated Maturity at least 91 days later than the Stated Maturity of the notes.

"*Permitted Tax Lease*" means a sale and leaseback transaction consisting of a "payment in lieu of taxes" program or any similar structure (including leases, sale-leasebacks, etc.) primarily intended to provide tax benefits (and not primarily intended to create Indebtedness).

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

"*PMI*" means NRG Power Marketing Inc., a Delaware corporation.

"*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 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.

"*Prudent Industry Practice*" shall mean those practices and methods as are commonly used or adopted by Persons in the Permitted Business in the United States in connection with the conduct of

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the business of such industry, in each case as such practices or methods may evolve from time to time, consistent in all material respects with all applicable legal requirements.

"*Qualifying Equity Interests*" means Equity Interests of NRG other than (1) Disqualified Stock; and (2) Equity Interests that were used to support an incurrence of Contribution Indebtedness.

"*Responsible Officer*" of Person means the chief executive officer, chief financial officer, treasurer or general counsel of such Person.

"*Restricted Investment*" means an Investment other than a Permitted Investment.

"*Restricted Payments*" has the meaning assigned to such term under the caption "—Certain covenants—Restricted payments." For purposes of determining compliance with the covenant described above under the caption "—Certain covenants—Restricted payments," no Hedging Obligation shall be deemed to be contractually subordinated to the notes or any Subsidiary Guarantee.

"*Restricted Subsidiary*" of a Person means any Subsidiary of the referent Person that is not an Unrestricted Subsidiary.

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

"*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 Issue Date.

"*Specified Facility*" means each of the following Facilities, or any part thereof and/or any other assets set forth below: (a) the Facilities held on the Issue Date by Vienna Power LLC, Meriden Gas Turbine LLC, Norwalk Power LLC, Connecticut Jet Power LLC (excluding the assets located at the Cos Cob site), Devon Power LLC, Montville Power LLC (including the Capital Stock of the entities owning such Facilities, *provided* that such entities do not hold material assets other than the Facilities held on the Issue Date); (b) the following Facilities, or any part thereof: P.H. Robinson, H.O. Clarke, Unit 3 at Cedar Bayou, Unit 2 at T.H. Wharton and Greens Bayou; (c) the Capital Stock of the following Subsidiaries of NRG if such Subsidiary holds no assets other than the Capital Stock of a Foreign Subsidiary of NRG: NRG Latin America, Inc., NRG International LLC, NRG Insurance Ltd. (Cayman Islands), NRG Asia Pacific, Ltd., NRG International II Inc. and NRG International III Inc.; and (d) the Equity Interests issued by, and any assets (including any Facilities), of Long Beach Generation LLC and Middletown Power LLC.

"*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 Issue Date, 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 (i) the sole general partner or the managing general partner of which is such Person or a Subsidiary of such Person or (ii) the only general partners of which are that Person or one or more Subsidiaries of that Person (or any combination thereof).

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"*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 Restricted Subsidiaries, determined on a consolidated basis in accordance with GAAP, as shown on the most recent balance sheet of NRG.

"*Total Debt*" means, as of any date of determination, the aggregate principal amount of Indebtedness of NRG and its Restricted Subsidiaries (other than Excluded Project Subsidiaries) outstanding on such date, determined on a consolidated basis in accordance with GAAP, net of any cash and Cash Equivalents on deposit in a blocked account with one or more financial institutions as collateral to secure outstanding Indebtedness (including letters of credit) of NRG or its Restricted Subsidiaries, which account is subject to the control of the lender (including any letter of credit issuer) of such Indebtedness or its affiliates or any agent or trustee with respect to such Indebtedness; *provided* that (i) Total Debt will include only the amount of payments that NRG or any of its Restricted Subsidiaries (other than Excluded Project Subsidiaries) would be required to make, on the date Total 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 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 July 15, 2018; *provided, however*, that if the period from the redemption date to July 15, 2018 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.

"*UCC*" means the Uniform Commercial Code as in effect in the State of New York or any other applicable jurisdiction.

"*Unrestricted Subsidiary*" means any Subsidiary of NRG that is designated by NRG as an Unrestricted Subsidiary pursuant to a certificate executed by a Responsible Officer of NRG, but only to the extent that such Subsidiary:

- (1) has no Indebtedness other than Non-Recourse Debt;
- (2) except as permitted by the covenant described above under the caption "—Certain covenants—Affiliate transactions," is not party to any agreement, contract, arrangement or understanding with NRG or any Restricted Subsidiary of NRG unless the terms of any such agreement, contract, arrangement or understanding are no less favorable to NRG or such Restricted Subsidiary than those that might be obtained at the time from Persons who are not Affiliates of NRG;
- (3) is a Person with respect to which neither NRG nor any of its Restricted Subsidiaries has any direct or indirect obligation (i) to subscribe for additional Equity Interests or (ii) to maintain or preserve such Person's financial condition or to cause such Person to achieve any specified levels of operating results except as otherwise permitted by the Credit Agreement as in effect on the Issue Date; and
- (4) has not guaranteed or otherwise directly or indirectly provided credit support for any Indebtedness of NRG or any of its Restricted Subsidiaries except as otherwise permitted by the Credit Agreement as in effect on the Issue Date.

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Any designation of a Subsidiary of NRG as an Unrestricted Subsidiary will be evidenced to the trustee by filing with the trustee a certified copy of the certificate executed by a Responsible Officer of NRG giving effect to such designation and certifying that such designation complied with the conditions described above under the caption "—Certain covenants—Designation of restricted, unrestricted and excluded project subsidiaries" and was permitted by the covenant described above under the caption "—Certain covenants—Restricted payments." If, at any time, any Unrestricted Subsidiary fails to meet the requirements as an Unrestricted Subsidiary, it will thereafter cease to be an Unrestricted Subsidiary for purposes of the indenture and any Indebtedness of such Subsidiary will be deemed to be incurred by a Restricted Subsidiary of NRG as of such date and, if such Indebtedness is not permitted to be incurred as of such date under the covenant described under the caption "—Certain covenants—Incurrence of indebtedness and issuance of preferred stock," NRG will be in default of such covenant. NRG may at any time designate any Unrestricted Subsidiary to be a Restricted Subsidiary; *provided* that such designation will be deemed to be an incurrence of Indebtedness by a Restricted Subsidiary of NRG of any outstanding Indebtedness of such Unrestricted Subsidiary and such designation will only be permitted if (i) such Indebtedness is permitted under the covenant described under the caption "—Certain covenants—Incurrence of indebtedness and issuance of preferred stock," calculated on a pro forma basis as if such designation had occurred at the beginning of the four-quarter reference period; and (ii) no Default or Event of Default would be in existence following such designation.

"*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.

"*Weighted Average Life to Maturity*" means, when applied to any Indebtedness at any date, the number of years obtained by dividing:

- (1) the sum of the products obtained by multiplying (i) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect of the Indebtedness, by (ii) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment; by
- (2) the then outstanding principal amount of such Indebtedness.

"*Xcel*" means Xcel Energy Inc., a Minnesota corporation.

"*Xcel Indemnification Agreements*" means: (i) the Indemnification Agreement, dated as of December 5, 2003, between Xcel Energy Inc., Northern States Power Company and NRG; and (ii) the Indemnification Agreement, dated as of December 5, 2003, between Xcel Energy Inc., Northern States Power Company and NRG, each as amended on November 8, 2006.

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 The Depository Trust Company ("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

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.

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 Texas law will be passed on by Andrews Kurth LLP, Houston, Texas. 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, 2013 and 2012, and for each of the years in the three-year period ended December 31, 2013, and management's assessment of the effectiveness of internal control over financial reporting as of December 31, 2013 have been incorporated by reference herein upon the reports of KPMG LLP, independent registered public accounting firm, incorporated by reference herein, and upon the authority of said firm as experts in accounting and auditing.



NRG Energy, Inc.

**Exchange Offer for
\$1,100,000,000
6.25% Senior Notes due 2022**

PROSPECTUS

, 2014

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 , 2014, 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 Second 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 Chester-Gen LLC, NEO Freehold-Gen LLC, Norwalk Power LLC, NRG Bayou Cove LLC, NRG California Peaker Operations LLC, NRG Ilion LP LLC, NRG International LLC, NRG New Jersey Energy Sales LLC, NRG New Roads Holdings LLC, NRG Rockford Acquisition LLC, NRG South Central Generating LLC, NRG West Coast LLC, Oswego Harbor Power LLC, Saguaro Power LLC, San Juan Mesa Wind Project II, 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 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 incurred by such person by reason of any act or omission performed or omitted by such person in good

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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 Construction LLC, NRG Curtailment Solutions LLC, NRG Dispatch Services LLC, NRG Home & Business Solutions LLC, NRG Home Solutions LLC, NRG Home Solutions Product LLC, NRG Homer City Services 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 provided by Section 317 is not exclusive of any other rights to which those seeking indemnification may be entitled.

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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. and Energy Curtailment Specialists, 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 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 Lone Star A/C & Appliance Repair, 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.

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

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(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 September 10, 2014.

NRG ENERGY, INC.

By: /s/ DAVID W. CRANE

Name: David W. Crane
Title: *President and Chief Executive Officer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	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

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<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/> Anne C. Schaumburg	Director
<hr/> 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 September 10, 2014.

ACE ENERGY, INC.

By: /s/ GAETAN FROTTE

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

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	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, 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 September 10, 2014.

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 W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG HOME SOLUTIONS LLC	Sole Member
By: <u>/s/ GAETAN FROTTE</u> Name: Gaetan Frotte Title: <i>Vice President and Treasurer</i>	

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 September 10, 2014.

ARTHUR KILL POWER LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)

NRG ENERGY, INC. Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
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, September 10, 2014.

ASTORIA GAS TURBINE POWER LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
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, September 10, 2014.

BAYOU COVE PEAKING POWER, LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG BAYOU COVE LLC	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, BidURenergy, 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 September 10, 2014.

BIDURENERGY, INC.

By: /s/ GAETAN FROTTE

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

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	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, 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 September 10, 2014.

CABRILLO POWER I LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
WEST COAST POWER LLC	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
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 September 10, 2014.

CABRILLO POWER II LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
WEST COAST POWER LLC	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
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 September 10, 2014.

CARBON MANAGEMENT SOLUTIONS LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia

Title: *Vice President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia

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 September 10, 2014.

CIRRO ENERGY SERVICES, INC.

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Vice President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ ELIZABETH R. KILLINGER</u> Elizabeth R. Killinger	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 September 10, 2014.

CIRRO GROUP, INC.

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Vice President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ ELIZABETH R. KILLINGER</u> Elizabeth R. Killinger	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 September 10, 2014.

CLEAN EDGE ENERGY LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Vice President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG POWER MARKETING LLC	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Vice President and 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 September 10, 2014.

CONEMAUGH POWER LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
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 September 10, 2014.

CONNECTICUT JET POWER LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
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 September 10, 2014.

COTTONWOOD DEVELOPMENT LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia

Title: *Vice President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG SOUTH CENTRAL GENERATING LLC	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia

Title: *Vice President and 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 13 September 10, 2014.

COTTONWOOD ENERGY COMPANY LP

By: Cottonwood Generating Partners I LLC, its General Partner

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Vice President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
COTTONWOOD GENERATING PARTNERS I LLC	General Partner

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Vice President and Treasurer*

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 September 10, 2014.

COTTONWOOD GENERATING PARTNERS I LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Vice President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
COTTONWOOD DEVELOPMENT LLC	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Vice President and 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 September 10, 2014.

COTTONWOOD GENERATING PARTNERS II LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Vice President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
COTTONWOOD DEVELOPMENT LLC	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Vice President and 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 September 10, 2014.

COTTONWOOD GENERATING PARTNERS III LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Vice President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
COTTONWOOD DEVELOPMENT LLC	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Vice President and 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 September 10, 2014.

COTTONWOOD TECHNOLOGY PARTNERS LP

By: Cottonwood Generating Partners I LLC, its General Partner

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Vice President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
COTTONWOOD ENERGY COMPANY LP	General Partner

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Vice President and 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 September 10, 2014.

DEVON POWER LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ G. GARY GARCIA
Name: G. Gary Garcia
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 September 10, 2014.

DUNKIRK POWER LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ G. GARY GARCIA
Name: G. Gary Garcia
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 September 10, 2014.

EASTERN SIERRA ENERGY COMPANY LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
SAGUARO POWER LLC	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
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 September 10, 2014.

EL SEGUNDO POWER, LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
WEST COAST POWER LLC	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
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 September 10, 2014.

EL SEGUNDO POWER II LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
WEST COAST POWER LLC	Sole Member

By: /s/ G. GARY GARCIA
Name: G. Gary Garcia
Title: *Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Elbow Creek Wind Project 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 September 10, 2014.

ELBOW CREEK WIND PROJECT LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Vice President and Controller*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG WIND DEVELOPMENT COMPANY, LLC	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
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 September 10, 2014.

ENERGY ALTERNATIVES WHOLESale, LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia

Title: *Vice President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY SERVICES GROUP LLC	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia

Title: *Vice President and Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Energy Curtailment Specialists, 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 September 10, 2014.

ENERGY CURTAILMENT SPECIALISTS, INC.

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte

Title: *Vice President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	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, 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 September 10, 2014.

ENERGY PLUS HOLDINGS LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia

Title: *Vice President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia

Title: *Senior Vice President and 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 September 10, 2014.

ENERGY PLUS NATURAL GAS LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia

Title: *Vice President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
ENERGY PLUS HOLDINGS LLC	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia

Title: *Vice President and 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 September 10, 2014.

ENERGY PROTECTION INSURANCE
COMPANY

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	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 September 10, 2014.

EVERYTHING ENERGY LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Senior Vice President and 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 September 10, 2014.

GCP FUNDING COMPANY, LLC

By: /s/ CHRISTOPHER O'HARA

Name: Christopher O'Hara

Title: *Vice President and Secretary*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG TEXAS LLC	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia

Title: *Vice President and 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 September 10, 2014.

GREEN MOUNTAIN ENERGY COMPANY

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Vice President, Treasury*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	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 September 10, 2014.

GREGORY PARTNERS, LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Vice President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG TEXAS GREGORY LLC	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Vice President and 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 September 10, 2014.

GREGORY POWER PARTNERS, LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia

Title: *Vice President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG TEXAS GREGORY LLC	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia

Title: *Vice President and 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 September 10, 2014.

HUNTLEY POWER LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ G. GARY GARCIA
Name: G. Gary Garcia
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 September 10, 2014.

INDEPENDENCE ENERGY ALLIANCE LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia

Title: *Vice President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
INDEPENDENCE ENERGY GROUP LLC	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia

Title: *Vice President and 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 September 10, 2014.

INDEPENDENCE ENERGY GROUP LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia

Title: *Vice President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
ENERGY PLUS HOLDINGS LLC	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia

Title: *Vice President and 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 September 10, 2014.

INDEPENDENCE ENERGY NATURAL GAS LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Vice President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
INDEPENDENCE ENERGY GROUP LLC	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Vice President and 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 September 10, 2014.

INDIAN RIVER OPERATIONS INC.

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	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 September 10, 2014.

INDIAN RIVER POWER LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
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 September 10, 2014.

KEYSTONE POWER LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ G. GARY GARCIA
Name: G. Gary Garcia
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 September 10, 2014.

LANGFORD WIND POWER, LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Vice President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG WIND DEVELOPMENT COMPANY, LLC	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *President and Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Lone Star A/C & Appliance Repair, 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 September 10, 2014.

LONE STAR A/C & APPLIANCE REPAIR, LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte

Title: *Vice President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	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, 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 September 10, 2014.

LOUISIANA GENERATING LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Senior Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG SOUTH CENTRAL GENERATING LLC	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Vice President and 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 September 10, 2014.

MERIDEN GAS TURBINES LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
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 September 10, 2014.

MIDDLETOWN POWER LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
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 September 10, 2014.

MONTVILLE POWER LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
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 September 10, 2014.

NEO CORPORATION

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia

Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ DON POE</u> Don Poe	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 September 10, 2014.

NEO FREEHOLD-GEN LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NEO CORPORATION	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

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 September 10, 2014.

NEO POWER SERVICES INC.

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ DON POE</u> Don Poe	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 September 10, 2014.

NEW GENCO GP, LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Vice President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG TEXAS LLC	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Vice President and 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 September 10, 2014.

NORWALK POWER LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ G. GARY GARCIA
Name: G. Gary Garcia
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 September 10, 2014.

NRG AFFILIATE SERVICES INC.

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ PATTI HELFER</u> Patti Helfer	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 September 10, 2014.

NRG ARTESIAN ENERGY LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Vice President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG TEXAS LLC	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Vice President and 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 September 10, 2014.

NRG ARTHUR KILL OPERATIONS INC.

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	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 September 10, 2014.

NRG ASTORIA GAS TURBINE OPERATIONS INC.

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	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 September 10, 2014.

NRG BAYOU COVE LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG SOUTH CENTRAL GENERATING LLC	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *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 September 10, 2014.

NRG BUSINESS SOLUTIONS LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Vice President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
GREEN MOUNTAIN ENERGY COMPANY	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Vice President, Treasury*

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 September 10, 2014.

NRG CABRILLO POWER OPERATIONS INC.

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	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 September 10, 2014.

NRG CALIFORNIA PEAKER OPERATIONS LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG OPERATING SERVICES, INC.	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *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 September 10, 2014.

NRG CEDAR BAYOU DEVELOPMENT COMPANY, LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Senior Vice President and 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 September 10, 2014.

NRG CONNECTICUT AFFILIATE SERVICES INC.

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	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 September 10, 2014.

NRG CONSTRUCTION LLC

By: /s/ GAETAN FROTTE

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

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Senior Vice President and Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Curtailment 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 September 10, 2014.

NRG CURTAILMENT SOLUTIONS LLC

By: /s/ GAETAN FROTTE

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

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *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 September 10, 2014.

NRG DEVELOPMENT COMPANY INC.

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ DAVID NEAL</u> David Neal	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 September 10, 2014.

NRG DEVON OPERATIONS INC.

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	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 September 10, 2014.

NRG DISPATCH SERVICES LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia

Title: *Vice President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG HOME & BUSINESS SOLUTIONS LLC	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia

Title: *Vice President and 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 September 10, 2014.

NRG DUNKIRK OPERATIONS INC.

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	Sole Director

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 September 10, 2014.

NRG EL SEGUNDO OPERATIONS INC.

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	Sole Director

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 September 10, 2014.

NRG ENERGY LABOR SERVICES LLC

By: /s/ GAETAN FROTTE

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

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY SERVICES GROUP LLC	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Vice President and 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 September 10, 2014.

NRG ENERGY SERVICES GROUP LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia

Title: *Vice President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia

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 September 10, 2014.

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 W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ DONALD SOBOTIK</u> Donald Sobotik	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 September 10, 2014.

NRG ENERGY SERVICES LLC

By: /s/ GAETAN FROTTE

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

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY SERVICES LLC	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Vice President and 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 September 10, 2014.

NRG GENERATION HOLDINGS, INC.

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	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/ JOHN RAGAN</u> John Ragan	Director

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 September 10, 2014.

NRG HOME & BUSINESS SOLUTIONS LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia

Title: *Vice President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia

Title: *Senior 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 September 10, 2014.

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 W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG HOME & BUSINESS SOLUTIONS LLC	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia

Title: *Vice President and 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 September 10, 2014.

NRG HOME SOLUTIONS PRODUCT LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia

Title: *Vice President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG HOME & BUSINESS SOLUTIONS LLC	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia

Title: *Vice President and 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 September 10, 2014.

NRG HOMER CITY SERVICES LLC

By: /s/ GAETAN FROTTE

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

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY SERVICES GROUP LLC	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *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 September 10, 2014.

NRG HUNTLEY OPERATIONS INC.

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	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 September 10, 2014.

NRG IDENTITY PROTECT LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia

Title: *Vice President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG HOME & BUSINESS SOLUTIONS LLC	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia

Title: *Vice President and 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 September 10, 2014.

NRG ILION LIMITED PARTNERSHIP

By: NRG Rockford Acquisition LLC, its General Partner

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ROCKFORD ACQUISITION LLC	General Partner

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

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 September 10, 2014.

NRG ILION LP LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
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 September 10, 2014.

NRG INTERNATIONAL LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
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 September 10, 2014.

NRG MAINTENANCE SERVICES LLC

By: /s/ GAETAN FROTTE

Name: Gaetan Frotte

Title: *Vice President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY SERVICES GROUP LLC	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia

Title: *Vice President and 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 September 10, 2014.

NRG MEXTRANS INC.

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	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 September 10, 2014.

NRG MIDATLANTIC AFFILIATE SERVICES INC.

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	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 September 10, 2014.

NRG MIDDLETOWN OPERATIONS INC.

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	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 September 10, 2014.

NRG MONTVILLE OPERATIONS INC.

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	Sole Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG New Jersey Energy Sales 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 September 10, 2014.

NRG NEW JERSEY ENERGY SALES LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Vice President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG POWER MARKETING LLC	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Vice President and Treasurer*

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 September 10, 2014.

NRG NEW ROADS HOLDINGS LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG SOUTH CENTRAL GENERATING LLC	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Vice President and 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 September 10, 2014.

NRG NORTH CENTRAL OPERATIONS INC.

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	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 September 10, 2014.

NRG NORTHEAST AFFILIATE SERVICES INC.

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	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 September 10, 2014.

NRG NORWALK HARBOR OPERATIONS INC.

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	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 September 10, 2014.

NRG OPERATING SERVICES, INC.

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	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 September 10, 2014.

NRG OSWEGO HARBOR POWER OPERATIONS INC.

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	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 September 10, 2014.

NRG PACGEN INC.

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	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 September 10, 2014.

NRG PORTABLE POWER LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Vice President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG HOME & BUSINESS SOLUTIONS LLC	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Vice President and 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 September 10, 2014.

NRG POWER MARKETING LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia

Title: *Vice President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia

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 September 10, 2014.

NRG RELIABILITY SOLUTIONS LLC

By: /s/ GAETAN FROTTE

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

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY SERVICES GROUP LLC	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Vice President and 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 September 10, 2014.

NRG RENTER'S PROTECTION LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia

Title: *Vice President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG HOME & BUSINESS SOLUTIONS LLC	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia

Title: *Vice President and 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 September 10, 2014.

NRG RETAIL LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ G. GARY GARCIA
Name: G. Gary Garcia
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 September 10, 2014.

NRG RETAIL NORTHEAST LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
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 September 10, 2014.

NRG ROCKFORD ACQUISITION LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Senior Vice President and Treasurer*

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, NRG Saguaro 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 September 10, 2014.

NRG SAGUARO OPERATIONS INC.

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ G. GARY GARCIA</u> G. Gary Garcia	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 September 10, 2014.

NRG SECURITY LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Vice President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG HOME & BUSINESS SOLUTIONS LLC	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Vice President and 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 September 10, 2014.

NRG SERVICES CORPORATION

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	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 September 10, 2014.

NRG SIMPLYSMART SOLUTIONS LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Senior Vice President and 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 September 10, 2014.

NRG SOUTH CENTRAL AFFILIATE SERVICES INC.

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	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 September 10, 2014.

NRG SOUTH CENTRAL GENERATING LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Vice President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
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 September 10, 2014.

NRG SOUTH CENTRAL OPERATIONS INC.

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	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 September 10, 2014.

NRG SOUTH TEXAS LP

By: Texas Genco GP, LLC, its General Partner

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Vice President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
TEXAS GENCO GP, LLC	General Partner

By: /s/ G. GARY GARCIA
Name: G. Gary Garcia
Title: *Vice President and 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 September 10, 2014.

NRG TEXAS C&I SUPPLY LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Senior Vice President and 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 September 10, 2014.

NRG TEXAS HOLDING INC.

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Vice President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ G. GARY GARCIA</u> G. Gary Garcia	Director
<u>/s/ JOHN RAGAN</u> John Ragan	Director

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 September 10, 2014.

NRG TEXAS GREGORY LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia

Title: *Vice President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG TEXAS LLC	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia

Title: *Vice President and Treasurer*

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 September 10, 2014.

NRG TEXAS LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Vice President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ G. GARY GARCIA
Name: G. Gary Garcia
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 September 10, 2014.

NRG TEXAS POWER LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia

Title: *Vice President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG TEXAS LLC	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia

Title: *Vice President and 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 September 10, 2014.

NRG WARRANTY SERVICES LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia

Title: *Vice President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG HOME & BUSINESS SOLUTIONS LLC	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia

Title: *Vice President and 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 September 10, 2014.

NRG WEST COAST LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
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 September 10, 2014.

NRG WESTERN AFFILIATE SERVICES INC.

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	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 September 10, 2014.

O'BRIEN COGENERATION, INC. II

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	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, 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 September 10, 2014.

ONSITE ENERGY, INC.

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	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 September 10, 2014.

OSWEGO HARBOR POWER LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
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 September 10, 2014.

RE RETAIL RECEIVABLES, LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
RELIANT ENERGY RETAIL SERVICES, LLC	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Vice President and 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 September 10, 2014.

RELIANT ENERGY NORTHEAST LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
RELIANT ENERGY RETAIL HOLDINGS, LLC	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Vice President and 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 September 10, 2014.

RELIANT ENERGY POWER SUPPLY, LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
RELIANT ENERGY RETAIL HOLDINGS, LLC	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Vice President and 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 September 10, 2014.

RELIANT ENERGY RETAIL HOLDINGS, LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia

Title: *Vice President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
RERH HOLDINGS, LLC	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia

Title: *Vice President and 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 September 10, 2014.

RELIANT ENERGY RETAIL SERVICES, LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
RELIANT ENERGY RETAIL HOLDINGS, LLC	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Vice President and 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 September 10, 2014.

RERH HOLDINGS, LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Vice President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG RETAIL, LLC	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
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 September 10, 2014.

SAGUARO POWER LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG WEST COAST LLC	Sole Member

By: /s/ G. GARY GARCIA
Name: G. Gary Garcia
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 September 10, 2014.

SOMERSET OPERATIONS INC.

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	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 September 10, 2014.

SOMERSET POWER LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
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 September 10, 2014.

TEXAS GENCO FINANCING CORP.

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Vice President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	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/ JOHN RAGAN</u> John Ragan	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 September 10, 2014.

TEXAS GENCO GP, LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Vice President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
TEXAS GENCO HOLDINGS, INC.	Sole Member

By: /s/ G. GARY GARCIA
Name: G. Gary Garcia
Title: *Vice President and 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 September 10, 2014.

TEXAS GENCO HOLDINGS, INC.

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia

Title: *Vice President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	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/ JOHN RAGAN</u> John Ragan	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 September 10, 2014.

TEXAS GENCO LP, LLC

By: /s/ CHRISTOPHER O'HARA

Name: Christopher O'Hara
Title: *Vice President and Secretary*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
TEXAS GENCO HOLDINGS, INC.	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Vice President and 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 September 10, 2014.

TEXAS GENCO OPERATING SERVICES LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia

Title: *Vice President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG TEXAS LLC	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia

Title: *Vice President and 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 September 10, 2014.

TEXAS GENCO SERVICES, LP

By: New Genco GP, LLC, its General Partner

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Vice President and Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NEW GENCO GP, LLC	General Partner

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Vice President and Secretary*

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 September 10, 2014.

US RETAILERS LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ G. GARY GARCIA
Name: G. Gary Garcia
Title: *Senior Vice President and 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 September 10, 2014.

VIENNA OPERATIONS INC.

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
<u>/s/ MAURICIO GUTIERREZ</u> Mauricio Gutierrez	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 September 10, 2014.

VIENNA POWER LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG ENERGY, INC.	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
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 September 10, 2014.

WCP (GENERATION) HOLDINGS LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
NRG WEST COAST LLC	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
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 September 10, 2014.

WEST COAST POWER LLC

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

* * * * *

Each person whose signature appears below constitutes and appoints David W. Crane, David R. Hill and Brian 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 September 10, 2014.

<u>Signature</u>	<u>Title</u>
<u>/s/ DAVID W. CRANE</u> David W. Crane	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/ RONALD B. STARK</u> Ronald B. Stark	Vice President and Chief Accounting Officer of NRG Energy, Inc. (principal accounting officer)
WCP (GENERATION) HOLDINGS LLC	Sole Member

By: /s/ G. GARY GARCIA

Name: G. Gary Garcia
Title: *Treasurer*

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
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	Second 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 14, 2012
3.03	Certificate of Incorporation of Ace Energy, Inc.	Filed herewith
3.04	Amended & Restated By-Laws of Ace Energy, Inc.	Filed herewith
3.05	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
3.06	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
3.07	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
3.08	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
3.09	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
3.10	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
3.11	Certificate of Formation of Bayou Cove Peaking Power, LLC	Filed herewith
3.12	Third Amended and Restated Limited Liability Company Agreement of Bayou Cove Peaking Power, LLC	Filed herewith
3.13	Certificate of Incorporation of BidURenergy, Inc.	Filed herewith
3.14	Amended & Restated By-Laws of BidURenergy, Inc.	Filed herewith

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
3.15	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
3.16	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
3.17	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
3.18	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
3.19	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
3.20	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
3.21	Articles of Incorporation of Cirro Energy Services, Inc.	Filed herewith
3.22	Amended and Restated Bylaws of Cirro Energy Services, Inc.	Filed herewith
3.23	Articles of Incorporation of Cirro Group, Inc.	Filed herewith
3.24	Amended and Restated Bylaws of Cirro Group, Inc.	Filed herewith
3.25	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
3.26	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
3.27	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
3.28	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
3.29	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

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
3.30	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
3.31	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
3.32	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
3.33	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
3.34	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
3.35	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
3.36	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
3.37	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
3.38	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
3.39	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
3.40	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
3.41	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
3.42	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
3.43	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

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
3.44	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
3.45	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
3.46	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
3.47	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
3.48	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
3.49	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
3.50	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
3.51	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
3.52	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
3.53	Certificate of Formation of Elbow Creek Wind Project LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.54	Limited Liability Company Agreement of Elbow Creek Wind Project LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
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
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 Incorporation of Energy Curtailment Specialists, Inc.	Filed herewith

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
3.58	Amended & Restated By-Laws of Energy Curtailment Specialists, Inc.	Filed herewith
3.59	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 November 16, 2011
3.60	Limited Liability Company Agreement of Energy Plus Holdings LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 16, 2011
3.61	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
3.62	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
3.63	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
3.64	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
3.65	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
3.66	Second Amended and Restated Limited Liability Company Agreement of Everything Energy LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on March 22, 2013
3.67	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
3.68	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
3.69	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
3.70	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
3.71	Certificate of Formation of Gregory Partners, LLC	Filed herewith

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
3.72	Amended & Restated Limited Liability Company Agreement of Gregory Partners, LLC	Filed herewith
3.73	Certificate of Formation of Gregory Power Partners LLC	Filed herewith
3.74	Limited Liability Company Agreement of Gregory Power Partners LLC	Filed herewith
3.75	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
3.76	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
3.77	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
3.78	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
3.79	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
3.80	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
3.81	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
3.82	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
3.83	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
3.84	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
3.85	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

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
3.86	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
3.87	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
3.88	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
3.89	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
3.90	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
3.91	Certificate of Formation of Lone Star A/C & Appliance Repair, LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on March 22, 2013
3.92	Limited Liability Company Agreement of Lone Star A/C & Appliance Repair, LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on March 22, 2013
3.93	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
3.94	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
3.95	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
3.96	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
3.97	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
3.98	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
3.99	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

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
3.100	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
3.101	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
3.102	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
3.103	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
3.104	Limited Liability Company Agreement 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
3.105	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
3.106	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
3.107	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
3.108	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
3.109	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
3.110	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
3.111	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
3.112	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
3.113	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

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
3.114	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
3.115	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
3.116	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
3.117	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
3.118	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
3.119	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
3.120	Limited Liability Company Agreement 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
3.121	Certificate of Formation of NRG Business Solutions LLC	Filed herewith
3.122	Second Amended & Restated Limited Liability Company Agreement of NRG Business Solutions LLC (previously named Green Mountain Energy Company (NY COM) LLC)	Filed herewith
3.123	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
3.124	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
3.125	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
3.126	Limited Liability Company Agreement 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
3.127	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

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
3.128	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
3.129	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
3.130	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
3.131	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
3.132	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
3.133	Certificate of Formation of NRG Curtailment Solutions LLC	Filed herewith
3.134	Amended & Restated Limited Liability Company Agreement of NRG Curtailment Solutions LLC	Filed herewith
3.135	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
3.136	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
3.137	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
3.138	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
3.139	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
3.140	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
3.141	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

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
3.142	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
3.143	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
3.144	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
3.145	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
3.146	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
3.147	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
3.148	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
3.149	Certificate of Incorporation of NRG Energy Services International Inc.	Filed herewith
3.150	Bylaws of NRG Energy Services International Inc.	Filed herewith
3.151	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
3.152	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
3.153	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
3.154	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
3.155	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

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
3.156	Limited Liability Company Agreement 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
3.157	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
3.158	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
3.159	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
3.160	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
3.161	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
3.162	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
3.163	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
3.164	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
3.165	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
3.166	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
3.167	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
3.168	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
3.169	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

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
3.170	Limited Liability Company Agreement of NRG Iliion LP LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on July 11, 2011
3.171	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
3.172	Limited Liability Company Agreement of NRG International LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.173	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
3.174	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
3.175	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
3.176	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
3.177	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
3.178	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
3.179	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
3.180	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
3.181	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
3.182	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
3.183	Certificate of Formation of NRG New Jersey Energy Sales 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>
3.184	Limited Liability Company Agreement of NRG New Jersey Energy Sales LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.185	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
3.186	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
3.187	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
3.188	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
3.189	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
3.190	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
3.191	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
3.192	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
3.193	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
3.194	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
3.195	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
3.196	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
3.197	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

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
3.198	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
3.199	Certificate of Formation of NRG Portable Power LLC	Filed herewith
3.200	Amended & Restated Limited Liability Company Agreement of NRG Portable Power LLC (previously named NRG Unemployment Protection LLC)	Filed herewith
3.201	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
3.202	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
3.203	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
3.204	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
3.205	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
3.206	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
3.207	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
3.208	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
3.209	Certificate of Formation of NRG Retail Northeast LLC	Filed herewith
3.210	Limited Liability Company Agreement of NRG Retail Northeast LLC	Filed herewith
3.211	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

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
3.212	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
3.213	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
3.214	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
3.215	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
3.216	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
3.217	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
3.218	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
3.219	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
3.220	Limited Liability Company Agreement 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
3.221	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
3.222	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
3.223	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
3.224	Limited Liability Company Agreement 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
3.225	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

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
3.226	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
3.227	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
3.228	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
3.229	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
3.230	Limited Liability Company Agreement 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
3.231	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
3.232	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
3.233	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
3.234	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
3.235	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
3.236	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
3.237	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
3.238	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
3.239	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

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
3.240	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
3.241	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
3.242	Limited Liability Company Agreement 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
3.243	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
3.244	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
3.245	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
3.246	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
3.247	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
3.248	By-Laws of ONSITE Energy, Inc.	Filed herewith
3.249	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
3.250	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
3.251	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
3.252	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
3.253	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

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
3.254	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
3.255	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
3.256	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
3.257	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
3.258	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
3.259	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
3.260	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
3.261	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
3.262	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
3.263	Certificate of Formation of Saguario Power LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on December 21, 2010
3.264	Limited Liability Company Agreement of Saguario Power LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on November 3, 2004
3.265	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
3.266	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
3.267	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

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
3.268	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
3.269	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
3.270	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
3.271	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
3.272	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
3.273	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
3.274	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
3.275	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
3.276	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
3.277	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
3.278	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
3.279	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
3.280	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
3.281	Certificate of Formation of US Retailers 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>
3.282	Fourth Amended and Restated Limited Liability Company Agreement of US Retailers LLC	Incorporated herein by reference to NRG Energy, Inc.'s Registration Statement on Form S-4 filed on March 22, 2013
3.283	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
3.284	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
3.285	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
3.286	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
3.287	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
3.288	Limited Liability Company Agreement 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
3.289	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
3.290	Limited Liability Company Agreement 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
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, as trustee	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, as Trustee, 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

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
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 Depositary 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
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

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
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
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

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
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
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

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
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
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

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
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
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

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
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
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

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
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 as trustee, re: NRG Energy, Inc.'s 8.25% Senior Notes due 2020.	Incorporated herein by reference to Exhibit 4.2 to the Registrant'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 as trustee, re: NRG Energy, Inc.'s 7.625% Senior Notes due 2018.	Incorporated herein by reference to Exhibit 4.3 to the Registrant'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 as trustee, re: NRG Energy, Inc.'s 7.875% Senior Notes due 2021.	Incorporated herein by reference to Exhibit 4.5 to the Registrant'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 as trustee, re: NRG Energy, Inc.'s 6.625% Senior Notes due 2023.	Incorporated herein by reference to Exhibit 4.6 to the Registrant'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 as trustee, re: NRG Energy, Inc.'s 8.25% Senior Notes due 2020.	Incorporated herein by reference to Exhibit 4.2 to the Registrant'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 as trustee, re: NRG Energy, Inc.'s 7.625% Senior Notes due 2018.	Incorporated herein by reference to Exhibit 4.3 to the Registrant'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 as trustee, re: NRG Energy, Inc.'s 7.875% Senior Notes due 2021.	Incorporated herein by reference to Exhibit 4.5 to the Registrant'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 as trustee, re: NRG Energy, Inc.'s 6.625% Senior Notes due 2023.	Incorporated herein by reference to Exhibit 4.6 to the Registrant'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 as trustee, re: NRG Energy, Inc.'s 8.25% Senior Notes due 2020.	Incorporated herein by reference to Exhibit 4.2 to the Registrant'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 as trustee, re: NRG Energy, Inc.'s 7.625% Senior Notes due 2018.	Incorporated herein by reference to Exhibit 4.3 to the Registrant'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 as trustee, re: NRG Energy, Inc.'s 7.875% Senior Notes due 2021.	Incorporated herein by reference to Exhibit 4.5 to the Registrant'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 as trustee, re: NRG Energy, Inc.'s 6.626% Senior Notes due 2023.	Incorporated herein by reference to Exhibit 4.6 to the Registrant'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 as trustee, 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 the Registrant's current report on Form 8-K filed on November 13, 2013.
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 as trustee, re: NRG Energy, Inc.'s 6.25% Senior Notes due 2022.	Incorporated herein by reference to Exhibit 4.1 to the Registrant'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>
4.69	Form of 6.25% Senior Note due 2022.	Incorporated herein by reference to Exhibit 4.2 to the Registrant'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 the Registrant'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 as trustee, 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 the Registrant'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 as trustee, re: NRG Energy, Inc.'s 6.25% Senior Notes due 2024	Incorporated herein by reference to Exhibit 4.1 to the Registrant'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 the Registrant'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 the Registrant'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 as trustee, 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 the Registrant'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 as trustee, re: NRG Energy, Inc.'s 6.25% Senior Notes due 2024	Incorporated herein by reference to Exhibit 4.2 to the Registrant's current report on Form 8-K filed on May 2, 2014.
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
5.03	Opinion of Andrews Kurth LLP, with respect to registrants organized under the laws of the State of Texas	Filed herewith
5.04	Opinion of Perkins Coie LLP, with respect to the registrant organized under the laws of the State of Oregon	Filed herewith
5.05	Opinion of Paul Frank + Collins P.C., with respect to the registrant organized under the laws of the State of Vermont	Filed herewith
10.01	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 NRG Energy, Inc.'s Registration Statement on Form S-1, as amended, Registration No. 333-33397
10.02	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 NRG Energy, Inc.'s Registration Statement on Form S-1, as amended, Registration No. 333-33397

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
10.03*	Form of NRG Energy Inc. Long-Term Incentive Plan Deferred Stock Unit Agreement for Officers and Key Management	Incorporated herein by reference to NRG Energy, Inc.'s annual report on Form 10-K for the year ended December 31, 2004
10.04*	Form of NRG Energy, Inc. Long-Term Incentive Plan Deferred Stock Unit Agreement for Directors	Incorporated herein by reference to NRG Energy, Inc.'s annual report on Form 10-K for the year ended December 31, 2004
10.05*	Form of NRG Energy, Inc. Long-Term Incentive Plan Non-Qualified Stock Option Agreement	Incorporated herein by reference to NRG Energy, Inc.'s quarterly report on Form 10-Q for the quarter ended September 30, 2004
10.06*	Form of NRG Energy, Inc. Long-Term Incentive Plan Restricted Stock Unit Agreement	Incorporated herein by reference to NRG Energy, Inc.'s quarterly report on Form 10-Q for the quarter ended September 30, 2004
10.07*	Form of NRG Energy, Inc. Long Term Incentive Plan Performance Unit Agreement	Incorporated herein by reference to NRG Energy, Inc.'s annual report on Form 10-K for the year ended December 31, 2009
10.08*	Amended and Restated Annual Incentive Plan for Designated Corporate Officers	Incorporated herein by reference to NRG Energy, Inc.'s 2009 proxy statement on Schedule 14A filed on June 16, 2009
10.09	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 NRG Energy, Inc.'s annual report on Form 10-K for the year ended December 31, 2004
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 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 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 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 NRG Energy, Inc.'s annual report on Form 10-K for the year ended December 31, 2008

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
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 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 NRG Energy, Inc.'s annual report on Form 10-K for the year ended December 31, 2005
10.16*	Amended and Restated Employment Agreement, dated December 4, 2008, between NRG Energy, Inc. and David W. Crane	Incorporated herein by reference to NRG Energy, Inc.'s annual report on Form 10-K for the year ended December 31, 2008
10.17*	CEO Compensation Table	Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on December 9, 2009.
10.18	Limited Liability Company Agreement of NRG Common Stock Finance I LLC	Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on August 10, 2006
10.19	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 NRG Energy, Inc.'s current report on Form 8-K filed on August 10, 2006
10.20	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 NRG Energy, Inc.'s quarterly report on Form 10-Q for the quarter ended March 31, 2008
10.21	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 NRG Energy, Inc.'s annual report on Form 10-K for the year ended December 31, 2009
10.22	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 NRG Energy, Inc.'s annual report on Form 10-K for the year ended December 31, 2008
10.23	Agreement with respect to Note Purchase 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 NRG Energy, Inc.'s annual report on Form 10-K for the year ended December 31, 2008

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
10.24	Agreement with respect to Note Purchase Agreement, dated December 19, 2008, by and among NRG Common Stock Finance II LLC, Credit Suisse International, and Credit Suisse Securities (USA) LLC	Incorporated herein by reference to NRG Energy, Inc.'s annual report on Form 10-K for the year ended February 12, 2009
10.25	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 NRG Energy, Inc.'s current report on Form 8-K filed on August 10, 2006
10.26	Preferred Interest Amendment Agreement, dated February 27, 2008, by and among NRG Common Stock Finance I LLC, Credit Suisse International, and Credit Suisse Securities (USA) LLC	Incorporated herein by reference to NRG Energy, Inc.'s quarterly report on Form 10-Q for the quarter ended March 31, 2008
10.27	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 NRG Energy, Inc.'s annual report on Form 10-K for the year ended December 31, 2008
10.28	Preferred Interest Amendment Agreement, dated December 19, 2008, by and among NRG Common Stock Finance II LLC, Credit Suisse International, and Credit Suisse Securities (USA) LLC	Incorporated herein by reference to NRG Energy, Inc.'s annual report on Form 10-K for the year ended December 31, 2008
10.29	Agreement with respect to Preferred Interest Purchase 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 NRG Energy, Inc.'s annual report on Form 10-K for the year ended December 31, 2008
10.30	Agreement with respect to Preferred Interest Purchase Agreement, dated December 19, 2008, by and among NRG Common Stock Finance II LLC, Credit Suisse International, and Credit Suisse Securities (USA) LLC	Incorporated herein by reference to NRG Energy, Inc.'s annual report on Form 10-K for the year ended December 31, 2008
10.31*	NRG Energy, Inc. Executive Change-in-Control and General Severance Agreement, dated December 9, 2008	Incorporated herein by reference to NRG Energy, Inc.'s annual report on Form 10-K for the year ended December 31, 2008
10.32	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 the Registrant'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>
10.33†	Contribution Agreement (Toshiba), dated February 29, 2008, by and between Toshiba Corporation and NRG Nuclear Development Company LLC	Incorporated herein by reference to NRG Energy, Inc.'s quarterly report on Form 10-Q for the quarter ended March 31, 2008
10.34†	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 NRG Energy, Inc.'s quarterly report on Form 10-Q for the quarter ended March 31, 2008
10.35†	Amended and Restated Operating Agreement of Nuclear Innovation North America LLC, dated May 1, 2008	Incorporated herein by reference to NRG Energy, Inc.'s quarterly report on Form 10-Q for the quarter ended March 31, 2008
10.36†	LLC Membership Purchase Agreement between Reliant Energy, Inc. and NRG Retail LLC, dated as of February 28, 2009	Incorporated herein by reference to NRG Energy, Inc.'s quarterly report on Form 10-Q for the quarter ended March 31, 2009
10.37	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 NRG Energy, Inc.'s current report on Form 8-K filed on March 2, 2010
10.38†	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 NRG Energy, Inc.'s current report on Form 8-K filed on March 2, 2010
10.39*	2009 Executive Change-in-Control and General Severance Plan	Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on April 1, 2010
10.40†	Investment and Option Agreement by and among Nuclear Innovation North America LLC, Nuclear Innovation North America Investments Holdings LLC and TOPCO Nuclear Energy America LLC, dated as of May 10, 2010	Incorporated herein by reference to NRG Energy, Inc.'s quarterly report on Form 10-Q filed on August 2, 2010
10.41†	Parent Company Agreement by and among NRG Energy, Inc., Nuclear Innovation North America LLC, TEPCO and TEPCO Nuclear Energy America LLC, dated as of May 10, 2010	Incorporated herein by reference to NRG Energy, Inc.'s quarterly report on Form 10-Q filed on August 2, 2010

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
10.42(a)	Letter of Credit and Reimbursement Agreement, dated as of June 30, 2010	Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on July 1, 2010
10.42(b)	Letter of Credit and Reimbursement Agreement, dated as of June 30, 2010	Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on July 1, 2010
10.43*	The NRG Energy, Inc. Amended and Restated Long Term Incentive Plan	Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on August 13, 2010
10.44	Amended and Restated Credit Agreement, dated July 1, 2011, by and among NRG Energy, Inc., the lenders party thereto, and the joint lead bookrunners and joint lead arrangers party thereto	Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K filed on July 5, 2011.
10.45*	Form of Market Stock Unit Grant Agreement	Incorporated herein by reference to NRG Energy, Inc.'s current report on Form 8-K/A filed on September 12, 2011
10.46	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. Incorporated and RBS Securities Inc., as initial purchasers.	Incorporated herein by reference to the Registrant's current report on Form 8-K filed on September 24, 2012.
10.47*	NRG 2010 Stock Plan for GenOn Employees	Incorporated herein by reference to the NRG Energy, Inc.'s current report on Form 8-K filed on September 24, 2012
10.48	Revolving Credit Agreement among GenOn Energy, Inc., as Borrower, GenOn Americas, Inc., as Borrower, the several lenders from time to time parties hereto, and NRG Energy, Inc., as Administrative Agent, dated as of December 14, 2012	Incorporated herein by reference to the NRG Energy, Inc.'s annual report on Form 10-K for the year ended December 31, 2012
10.49	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 the Registrant's quarterly report on Form 10-Q filed on May 7, 2013.

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
10.50	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 the Registrant's current report on Form 8-K filed on June 10, 2013.
10.51*	NRG Energy, Inc. Long-Term Incentive Plan Market Stock Unit Agreement	Incorporated herein by reference to Exhibit 10.53 to the Registrant's annual report on Form 10-K for the year ended December 31, 2013.
10.52*	NRG Energy, Inc. 2010 Stock Plan For GenOn Employees Market Stock Unit Agreement	Incorporated herein by reference to Exhibit 10.53 to the Registrant's annual report on Form 10-K for the year ended December 31, 2013.
10.53*	Amended and Restated Employee Stock Purchase Plan.	Incorporated herein by reference to the Exhibit 10.1 to the Registrant's quarterly report on Form 10-Q filed on August 7, 2014.
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 Andrews Kurth LLP	Included in Exhibit 5.03
23.04	Consent of Perkins Coie LLP	Included in Exhibit 5.04
23.05	Consent of Paul Frank + Collins P.C.	Included in Exhibit 5.05
23.06	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
25.01	Statement of Eligibility of Trustee on Form T-1 under the Trust Indenture Act of 1939 of Law Debenture Trust Company of New York	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.

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
ACE ENERGY, INC.

(Insert Name of Domestic Corporation)

Under Section 805 of the Business Corporation Law

FIRST: The name of the corporation is: ACE ENERGY, 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: 6 25, 2004

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
Authorized Person *(Name of Signer)*
(Title of Signer)

CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
OF
ACE ENERGY, 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

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STATE OF NEW YORK
DEPARTMENT OF STATE

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BY:

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3

New York State
Department of State
Division of Corporations, State Records
and Uniform Commercial Code
41 State Street
Albany, NY 12231

**CERTIFICATE OF CHANGE
OF
ACE ENERGY, INC.**

Under Section 805-A of the Business Corporation Law

FIRST: The name of the corporation is:
ACE ENERGY, INC.

SECOND: The certificate of incorporation was filed by the Department of State on:
July 25, 2004

THIRD; The change effected hereby are:
The address to which the Secretary of State shall forward copies of process accepted on behalf of the corporation is changed to:
KAVINOKY COOK LLP
726 EXCHANGE STREET
SUITE 800
BUFFALO, NEW YORK 14210

FOURTH: The change was authorized by the board of directors.

SIGNED: Sept 17, 2004

/s/ Laura Manch
Laura Manch, Authorized Person

CSC 45
DRAW DOWN

CERTIFICATE OF CHANGE
OF

ACE ENERGY, INC.

Under Section 805-A of the Business Corporation Law

Filer's Name	Kavinoky Cook LLP
Address	726 Exchange Street Suite 800
City, State and Zip Code	Buffalo, NY 14210

FILED

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STATE OF NEW YORK
DEPARTMENT OF STATE

FILED SEP 20 2004

TAX \$

BY: _____ [ILLEGIBLE]
Erie

AMENDED & RESTATED BY - LAWS

OF

ACE ENERGY, INC.
(a New York corporation)

AUGUST 22, 2013

ARTICLE ISHAREHOLDERS

1. CERTIFICATES REPRESENTING SHARES. Certificates representing shares shall set forth thereon the statements prescribed by Section 508, and, where applicable, by Sections 505, 616, 620 and 1002, of the Business Corporation Law and by any other applicable provision of law and shall be signed by the Chairman or a Vice-Chairman of the Board of Directors, if any, or by the President or a Vice-President and by the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer and may be sealed with the corporate seal or a facsimile thereof. The signatures of the officers upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent or registered by a registrar other than the corporation itself or its employee, or if the shares are listed on a registered national security exchange. 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, it may be issued by the corporation with the same effect as if he were such officer at the date of its issue.

A certificate representing shares shall not be issued until the full amount of consideration therefor has been paid except as Section 504 of the Business Corporation Law may otherwise permit.

The corporation may issue a new certificate for shares in place of any certificate theretofore issued by it, alleged to have been lost or destroyed, and the Board of Directors may require the owner of any lost or destroyed certificate, or his legal representative, to give the corporation a bond, in such form and amount as the Board of Directors may require and with such surety or sureties as the Board of Directors may approve, sufficient to indemnify the corporation against any claim that may be made against it on account of the alleged loss or destruction of any such certificate or the issuance of any such new certificate.

2. FRACTIONAL SHARE INTERESTS. The corporation may issue certificates for fractions of a share which shall entitle the holder, in proportion to his fractional holdings, to exercise voting rights, receive dividends, and participate in liquidating distributions; or it may pay in cash the fair value of fractions of a share as of the time when those entitled to receive such fractions are determined; or it may issue scrip in registered or bearer form over the manual or facsimile signature

of an officer of the corporation or of its agent, exchangeable as therein provided for full shares, but such scrip shall not entitle the holder to any rights of a shareholder except as therein provided.

3. SHARE TRANSFERS. Upon compliance with provisions restricting the transferability of shares, if any, transfers of shares of the corporation shall be made only on the share record of the corporation by the registered holder thereof, or by his attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the corporation or with a transfer agent or a registrar, if any, and on surrender of the certificate or certificates for such shares properly endorsed and the payment of all taxes due thereon.

4. RECORD DATE FOR SHAREHOLDERS. For the purpose of determining the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to or dissent from any proposal without a meeting, or for the purpose of determining shareholders entitled to receive payment of any dividend or the allotment of any rights, or for the purpose of any other action, the Board of Directors may fix, in advance, a date as the record date for any such determination of shareholders. Such date shall not be more than sixty days nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action. If no record date is fixed, the record date for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of the business on the day next preceding the day on which notice is given, or, if no notice is given, the day on which the meeting is held. The record date for determining shareholders for any purpose other than that specified in the preceding sentence shall be at the close of business on the day on which the resolution of the Board of Directors relating thereto is adopted. When a determination of shareholders of record entitled to notice of or to vote at any meeting of shareholders has been made as provided in this paragraph, such determination shall apply to any adjournment thereof, unless the Board of Directors fix a new record date under this paragraph for the adjourned meeting.

5. SHAREHOLDER MEETINGS.

- TIME. A meeting of the shareholders shall be held annually for the election of directors and the transaction of other business within five (5) months of the end of the fiscal year of the corporation on the date fixed, from time to time, by the Board of Directors. A special meeting shall be held on the date fixed by the Board of Directors except when the Certificate of Incorporation or the Business Corporation Law confers the right to fix the date upon shareholders.

- PLACE. Annual meetings and special meetings shall be held at such place, within or without the State of New York, as the Board of Directors may, from time to time, fix. Whenever the Board of Directors shall fail to fix such place, or, whenever shareholders entitled to call a special meeting shall call the same, the meeting shall be held at the office of the corporation in the State of New York.

- CALL. Annual meetings may be called by the Board of Directors or by any officer instructed by the Board of Directors to call the meeting. Special meetings may be called in like manner except when the Board of Directors are required by the Certificate of Incorporation or the Business Corporation Law to call a meeting in a different manner, or except when the shareholders

are entitled by the Certificate of Incorporation or the Business Corporation Law to demand the call of a meeting in a different manner.

- **NOTICE OR ACTUAL OR CONSTRUCTIVE WAIVER OF NOTICE.** Notice of all meetings shall be given, stating the place, date, and hour of the meeting, and, unless it is an annual meeting, indicating that it is being issued by or at the direction of the person or persons calling the meeting. The notice of a special meeting shall in all instances state the purpose or purposes for which the meeting is called; and, at any such meeting, only such business may be transacted which is related to the purpose or purposes set forth in the notice. If any action is proposed to be taken which would, if taken, entitle shareholders to receive payment for their shares pursuant to Section 623 of the Business Corporation Law, the notice of such meeting shall include a statement of that purpose and to that effect and shall be accompanied by a copy of Section 623 of the Business Corporation Law or an outline of its material terms. Notice of any meeting of shareholders may be written or electronic. Notice of any meeting shall be given not fewer than ten days nor more than sixty days before the date of the meeting, provided, however, a copy of such notice may be given by third class mail not fewer than twenty-four days nor more than sixty days before the date of the meeting to each shareholder entitled to vote at such meeting. Notice by mail shall be deemed to be given when deposited, with postage thereon prepaid, in a post office or official depository under the exclusive care and custody of the United States post office department addressed as set forth in Section 605(a) of the Business Corporation Law. If transmitted electronically, such notice is given when directed to the shareholder's electronic mail address as supplied by the shareholder to the Secretary of the corporation or as otherwise directed pursuant to the shareholder's authorization or instructions. If a meeting is adjourned to another time or place, and, if any announcement of the adjourned time or place is made at the meeting, it shall not be necessary to give notice of the adjourned meeting unless the Board of Directors, after adjournment, fix a new record date for the adjourned meeting. Notice of a meeting need not be given to any shareholder who submits a waiver of notice before or after the meeting. Waiver of notice may be written or electronic. If written, the waiver must be executed by the shareholder or the shareholder's authorized officer, director, employee or agent by signing such waiver or causing his or her signature to be affixed to such waiver by any reasonable means, including, but not limited to, facsimile signature. If electronic, the transmission of the waiver must either set forth or be submitted with information from which it can reasonably be determined that the transmission was authorized by the shareholder. The attendance of a shareholder at a meeting without protesting prior to the conclusion of the meeting the lack of notice of such meeting shall constitute a waiver of notice by him.

- **SHAREHOLDER LIST AND CHALLENGE.** A list of shareholders as of the record date, certified by the Secretary or other officer responsible for its preparation or by the transfer agent, if any, shall be produced at any meeting of shareholders upon the request thereat or prior thereto of any shareholder. If the right to vote at any meeting is challenged, the inspectors of election, if any, or the person presiding thereat, shall require such list of shareholders to be produced as evidence of the right of the persons challenged to vote at such meeting, and all persons who appear from such list to be shareholders entitled to vote thereat may vote at such meeting.

- **CONDUCT OF MEETING.** All meetings of shareholders shall be presided over by the President, or if he is not present, by a Vice-President, or if neither the President nor Vice-

President is present, by a chairman thereby chosen by the shareholders at the meeting. The Secretary of the corporation, or in his absence, an Assistant Secretary, shall act as secretary of every meeting but if neither the Secretary nor Assistant Secretary is present, the chairman of the meeting shall appoint any person present to act as secretary of the meeting.

- **PROXY REPRESENTATION.** Every shareholder may authorize another person or persons to act for him by proxy in all matters in which a shareholder is entitled to participate, whether voting or participating at a meeting, or expressing consent or dissent without a meeting. No proxy shall be valid after the expiration of eleven months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the shareholder executing it, except as otherwise provided by Section 609 of the Business Corporation Law.

- **INSPECTORS - APPOINTMENT.** Inspectors may be appointed in the manner prescribed by the provisions of Section 610 of the Business Corporation Law, but need not be appointed except as otherwise required by those provisions.

- **QUORUM.** Except for a special election of directors pursuant to Section 603(b) of the Business Corporation Law, and except as herein otherwise provided, the holders of a majority of the votes of shares entitled to vote at a meeting shall constitute a quorum at a meeting of shareholders for the transaction of any business, provided that when a specified item of business is required to be voted on by a class or series, voting as a class, the holders of a majority of the shares of such a class or series shall constitute a quorum for the transaction of such specified item of business. When a quorum is once present to organize a meeting, it is not broken by the subsequent withdrawal of any shareholders. The shareholders present may adjourn the meeting despite the absence of a quorum.

- **VOTING.** At a meeting of the shareholders for the election of directors, directors shall be elected by a plurality of the votes cast by the holders of the shares entitled to vote in the election, unless otherwise required by the Certificate of Incorporation or the Business Corporation Law. Any other action at a meeting of the shareholders shall be authorized by a majority of the votes cast in favor of or against such action by the holders of the shares entitled to vote in the election, unless otherwise required by the Certificate of Incorporation or the Business Corporation Law or by a bylaw adopted by the shareholders.

6. **SHAREHOLDER ACTION WITHOUT MEETINGS.** Whenever under the provisions of the Business Corporation Law shareholders are required or permitted to take any action by vote, such action may be taken without a meeting on written consent, signed by the holders of all outstanding shares entitled to vote thereon or, if the Certificate of Incorporation so permits, signed by the holders of outstanding shares 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, in accordance with the provisions of Section 615 of the Business Corporation Law.

GOVERNING BOARD

1. FUNCTIONS. Subject to a contrary provision in the Certificate of Incorporation, the business of the corporation shall be managed under the direction of its Board of Directors notwithstanding that only one director legally constitutes the Board.

2. QUALIFICATIONS AND NUMBER. Each director shall be at least eighteen years of age. The number of directors of the corporation may be determined from time to time by resolution adopted by the shareholders, except that there shall be no less than one director. The number of directors may be increased or decreased by action of shareholders or of the Board of Directors, provided that any action of the Board of Directors to effect such increase or decrease shall require the vote of a majority of the entire Board. No decrease shall shorten the term of any incumbent director.

3. ELECTION AND TERM. The first Board of Directors shall be elected by the incorporator or incorporators and shall hold office until the first annual meeting of shareholders. Thereafter, directors who are elected at an annual meeting of shareholders, and directors who are elected in the interim by the shareholders to fill vacancies and newly created directorships, shall hold office until the next annual meeting of shareholders and until their successors have been elected and qualified; and directors who are elected in the interim by the Board of Directors to fill vacancies and newly created directorships shall hold office until the next meeting of shareholders at which the election of directors is in the regular order of business and until their successors have been elected and qualified. Unless otherwise set forth in the Certificate of Incorporation, in the interim between annual meetings of shareholders or of special meetings of shareholders called for the election of directors, newly created directorships and any vacancies in the Board of Directors, including vacancies resulting from the removal of directors for cause or without cause, may be filled by the vote of the remaining directors then in office.

4. MEETINGS.

- TIME. Meetings shall be held at such time as the Board shall fix, except that the first meeting of a newly elected Board shall be held as soon after its election as the directors may conveniently assemble.

- PLACE. Unless otherwise set forth in the Certificate of Incorporation, meetings shall be held at such place within or without the State of New York as shall be fixed by the Board.

- CALL. No notice shall be required for regular meetings for which the time and place have been fixed. Special meetings may be called, upon notice, by or at the direction of the Chairman of the Board, if any, or the President, or of a majority of the directors in office.

- NOTICE OR ACTUAL OR CONSTRUCTIVE WAIVER. The notice of any meeting need not specify the purpose of the meeting. Any requirement of furnishing a notice shall be waived by any director who signs a waiver of notice before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to him.

- QUORUM AND ACTION. Unless a greater proportion is required by the Certificate of Incorporation, a majority of the entire Board shall constitute a quorum except when a vacancy or vacancies prevents such majority, whereupon a majority of the directors in office shall constitute a quorum, provided such majority shall constitute at least one-third of the entire Board. Except as otherwise required by the Business Corporation Law, a majority of the directors present, whether or not a quorum is present, may adjourn a meeting to another time and place.

Unless restricted by the Certificate of Incorporation, any one or more members of the Board of Directors or of any committee thereof may participate in a meeting of the Board or of any such committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time, and participation by such means shall constitute presence in person at the meeting.

- CHAIRMAN OF THE MEETING. The Chairman of the Board, if any and if present and acting, shall preside at all meetings. Otherwise any other director chosen by the Board, shall preside.

5. RESIGNATION AND REMOVAL OF DIRECTORS. Subject to any applicable contract rights and duties, any director of the corporation, or any member of any committee, may resign at any time by giving written notice to the Board of Directors, the President or the secretary of the corporation and any such resignation shall take effect at the time specified therein or, if the time be not specified therein, upon receipt thereof. The acceptance of such resignation shall not be necessary to make it effective. Any or all of the directors may be removed for cause or without cause by the shareholders.

6. COMMITTEES. The Board of Directors, by resolution adopted by a majority of the entire Board of Directors, may designate from their number one or more directors to constitute an Executive Committee and other committees, each of which, to the extent provided in the resolution designating it, shall have the authority of the Board of Directors with the exception of any authority the delegation of which is prohibited by Section 712 of the Business Corporation Law. The Board of Directors shall have the power at any time to fill vacancies in, change the membership of, or dissolve any such committees. The Board may also designate one or more directors as alternate members of any such committee who may replace any absent member or members at any meeting thereof.

- MEETINGS OF COMMITTEES. Committees established by the Board of Directors may meet either regularly at stated times or on special notice. Such committees may make rules for the holding and conduct of their meetings.

7. WRITTEN ACTION. Unless restricted by the Certificate of Incorporation, any action required or permitted to be taken by the Board of Directors or by any committee thereof may be taken without a meeting if all of the members of the Board of Directors or of such committee consent in writing to the adoption of a resolution authorizing the action. The resolution and the

written consents thereto by the members of the Board of Directors or of such committee shall be filed with the minutes of the proceedings of the Board of Directors or of such committee.

ARTICLE III

OFFICERS

Unless reserved to the shareholders in the Certificate of Incorporation, the Board of Directors may elect or appoint a Chairman of the Board of Directors, a President, one or more Vice-Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, one or more Assistant Treasurers, and such other officers as they may determine. Any two or more offices may be held by the same person. When all of the issued and outstanding shares of the corporation are owned by one person, such person may hold all or any combination of offices.

Unless otherwise provided in the resolution of election or appointment or in the Certificate of Incorporation, each officer shall hold office until the meeting of the Board of Directors following the next annual meeting of shareholders.

Officers shall have the powers and duties defined in the resolutions appointing them.

Unless an officer was elected or appointed by the shareholders, the Board of Directors may remove any officer for cause or without cause.

ARTICLE IV

STATUTORY NOTICES TO SHAREHOLDERS

The Board of Directors may appoint the Treasurer or other fiscal officer and/or the Secretary or any other officer to cause to be prepared and furnished to shareholders entitled thereto any special financial notice and/or any financial statement, as the case may be, which may be required by any provision of law.

ARTICLE V

BOOKS AND RECORDS

The corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of the shareholders, of the Board of Directors, and of any committee which the Board of Directors may appoint, and shall keep at the office of the corporation in the State of New York or at the office of the transfer agent or registrar, if any, in said State, a record containing the names and addresses of all shareholders, the number and class of shares held by each, and the dates when they respectively became the owners of record thereof. Any of the

foregoing books, minutes, or records may be in written form or in any other form capable of being converted into written form within a reasonable time.

ARTICLE VI

CORPORATE SEAL

The corporate seal, if any, shall be in such form as the Board of Directors shall prescribe.

ARTICLE VII

FISCAL YEAR

The fiscal year of the corporation shall be fixed, and shall be subject to change from time to time, by the Board of Directors.

ARTICLE VIII

CONTROL OVER BY-LAWS

The shareholders entitled to vote in the election of directors or the Board of Directors by vote of a majority of the entire Board upon compliance with any statutory requisite may amend or repeal the By-Laws and may adopt new By-Laws, except that the Board of Directors may not amend or repeal any By-Law or adopt any new By-Law, the statutory control over which is vested exclusively in the said shareholders or in the incorporators. By-Laws adopted by the incorporators or Board of Directors may be amended or repealed by the said shareholders.

* * * * *

**CERTIFICATE OF FORMATION
OF
BAYOU COVE PEAKING POWER, LLC**

This Certificate of Formation dated September 11, 2000, has been duly executed and is filed pursuant to Section 18-201 of the Delaware Limited Liability Company Act (the "Act") to form a limited liability company (the "Company") under the Act.

1. Name. The name of the Company is BAYOU COVE PEAKING POWER, LLC.
2. Registered Office: Registered Agent: The address of the registered office required to be maintained by Section 18-104 of the Act is:

Corporation Trust Center
1209 Orange Street
Wilmington, Delaware 19801

The name and the address of the registered agent for service of process required to be maintained by Section 18-104 of the Act are:

The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, Delaware 19801

EXECUTED as of the date written first above.

/s/ Austin M. O'Toole
Name: Austin M. O'Toole
Authorized Person

*STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 11/21/2002
020718259 - 2157806*

**CERTIFICATE OF MERGER
merging
BAYOU COVE PEAKING POWER, LLC
with and into
EL PASO REMEDIATION COMPANY**

Pursuant to Section 264 of the
General Corporation Law of the State of Delaware ("DGCL")
and Section 18-209 of the
Delaware Limited Liability Company Act ("DLLCA")

El Paso Remediation Company, a Delaware corporation (the "Company"), for the purpose of merging (the "Merger") Bayou Cove Peaking Power, LLC, a Delaware limited liability company (the "Subsidiary"), with and into the Company, does hereby certify as follows:

FIRST: That the name and state of domicile of each of the constituent entities to the Merger is as follows:

Name	State of Domicile
Bayou Cove Peaking Power, LLC	Delaware
El Paso Remediation Company	Delaware

SECOND: That an Agreement of Merger dated October 31, 2002 (the "Merger Agreement"), has been approved, adopted, certified, executed and acknowledged by each of the constituent entities to the Merger in accordance with Section 264(c) of the DGCL and Section 18-209 of the DLLCA.

THIRD: That the name of the surviving corporation is El Paso Remediation Company.

[Signature page to follow]

IN WITNESS WHEREOF, the undersigned have duly executed this Certificate of Correction to the Certificate of Merger as of the 13th day of November 2003.

NRG BAYOU COVE LLC,
as sole member and authorized person

By: _____ /s/ George Schaefer
George Schaefer
Treasurer

EL PASO REMEDIATION COMPANY

By: _____ /s/ David L. Siddall
David L. Siddall
Vice President

**THIRD AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
BAYOU COVE PEAKING POWER, LLC,
a Delaware Limited Liability Company**

THIS THIRD AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT of Bayou Cove Peaking Power, LLC (this "Agreement"), dated as of July 27, 2004 is adopted, and executed and agreed to, for good and valuable consideration, by the Member.

WHEREAS, the Company was formed as a limited liability company under the Act (as defined herein) pursuant to the filing of the Certificate of Formation (as defined herein) on September 11, 2000, and the execution of that certain Agreement of Limited Liability Company, dated as of September 11, 2000 (the "Original LLC Agreement"), by Coastal Remediation Company, a Delaware corporation ("Coastal").

WHEREAS, Coastal changed its name to El Paso Remediation Company ("El Paso") and executed that certain First Amended and Restated Limited Liability Company Agreement, dated as of February 22, 2001 (the "First Amended and Restated LLC Agreement"), pursuant to which El Paso was designated as the sole member of the Company and the terms under which the Company would continue to operate were set forth;

WHEREAS, El Paso and the Member entered into that certain Membership Interest Purchase Agreement, dated as of September 10, 2001, pursuant to which El Paso sold, and the Member purchased, all of the membership interests in the Company, and the Member executed that certain Second Amended and Restated Limited Liability Company Agreement, dated as of May 23, 2001 (the "Second Amended and Restated LLC Agreement"), pursuant to which the Member was designated as the sole member of the Company and the terms under which the Company would continue to operate were set forth; 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 Second Amended and Restated 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 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.

"First Amended and Restated LLC Agreement" has the meaning given such term in the recitals.

"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.

"Second Amended and Restated LLC Agreement" has the meaning given such term in the recitals.

"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 the Certificate of Formation, dated as of September 11, 2000 (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 Certificate 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 (or disregarded entity) 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 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, 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.

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(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.* Except as set forth in any document evidencing any indebtedness of the Company, each Member 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 relating to any of the Company's affiliates, 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.

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(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 of the Members acting in their capacity as managing members, any officers, directors and agents of the Company and other Persons acting on behalf of the Company 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, arbitrative (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 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, *provided further*, that the Members shall only have the right to indemnification when acting as managers or officers of the Company or otherwise managing the affairs of the Company. 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

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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 managing Member and managing the affairs of the Company, 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. For the avoidance of doubt, Majority Members shall only be entitled to insurance when and as long as they act as managers or officers of the Company.

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 which is entitled to indemnification 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.

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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. Other than with respect to actions or decisions taken or made by a Member in its capacity as a manager or officer of the Company or otherwise managing the Company, 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 Company, or, if the Company would not be adversely affected as reasonably determined in good faith by the Majority Members, 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.

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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.

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IN WITNESS WHEREOF, the Member has executed this Agreement as of the date first set forth above.

MEMBER:

NRG BAYOU COVE LLC

By: /s/ Ershel C. Redd, Jr.
Name: Ershel C. Redd, Jr.
Title: President

SCHEDULE A

MEMBER	CAPITAL CONTRIBUTION	UNITS
NRG Bayou Cove LLC		1,000
TOTAL		1,000

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
BidURenergy, Inc.

(Insert Name of Domestic Corporation)

Under Section 805 of the Business Corporation Law

FIRST: The name of the corporation is: BidURenergy, Inc.

If the name of the corporation has been changed, the name under which it was formed is: U.S. Direct Energy Inc.

SECOND: The date of filing of the certificate of incorporation with the Department of State is: November 23, 2005

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)

CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
OF

BidURenergy, 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

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DEPARTMENT OF STATE

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CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
OF
U.S. DIRECT ENERGY INC.

Under Section 805 of the Business Corporation Law

The undersigned, being a Director of U.S. Direct Energy Inc. does hereby certify:

1. The name of the corporation is: U.S. Direct Energy Inc.
2. The Certificate of Incorporation of U.S. Direct Energy Inc. was filed with the Department of State on November 23, 2005.
3. The Certificate of Incorporation of U.S. Direct Energy Inc., as heretofore changed, is hereby amended to change the name of the Corporation to BidURenergy, Inc. In order to effect said amendment, Article First is hereby amended to read in its entirety as follows:

“FIRST: The name of the corporation is: BidURenergy, Inc. (hereinafter the “Corporation”).”

4. This Certificate of Amendment has been authorized by the unanimous written consent of the Directors and holders of all outstanding shares.

IN WITNESS WHEREOF, the undersigned has executed this Certificate this 28th day of September, 2009.

/s/ Stephen P. Lynch

Stephen P. Lynch, Director
4455 Genesee Street, Building 6
Buffalo, New York 14225

CERTIFICATE OF AMENDMENT
OF THE

CERTIFICATE OF INCORPORATION

OF

U.S. DIRECT ENERGY INC.

(Under Section 805 of the Business Corporation Law)

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STATE OF NEW YORK
DEPARTMENT OF STATE

FILED SEP 30 2009

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BY: _____ [ILLEGIBLE]

Erie

Filed By: Lippes Mathias Wexler Friedman LLP
665 Main Street
Suite 300
Buffalo, NY 14203

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CERTIFICATE OF INCORPORATION

OF

U.S DIRECT ENERGY INC.

Under Section 402 of the Business Corporation Law

- FIRST The name of the corporation is U S Direct Energy Inc
- SECOND. The Corporation is formed for the following purpose or purposes: To engage in any lawful act or activity for which corporations may be organized under the Business Corporation Law provided that the corporation is not formed to 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.
- THIRD. The office of the corporation is to be located in the County of Erie, State of New York.
- FOURTH: The number of shares which the Corporation shall have the authority to issue is 200, all of one class without par value.
- FIFTH: The Secretary of State is designated as agent of the Corporation upon whom process against it 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:

3735 Genesee St.
Buffalo, New York 14225

- SIXTH. The personal liability of a director of the Corporation to the Corporation or its shareholders for damages for any breach of duty in such capacity as a director is eliminated to the fullest extent allowed under the laws of the State of New York. This provision shall not eliminate the personal liability of a director if a judgment or other final adjudication adverse to him or her establishes that his or her acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law or that he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled or that his or her acts violate Section 719 of the New York Business Corporation Law.

IN WITNESS WHEREOF, this Certificate has been subscribed to this 23rd day of November, 2005, by the undersigned, who affirms that the statements made herein are true under the penalties of perjury.

/s/ Laura A. Manch

Laura A. Manch, sole Incorporator
Kavinoky Cook LLP
726 Exchange Street
Suite 800
Buffalo, New York 14210

CERTIFICATE OF INCORPORATION
OF

U.S DIRECT ENERGY INC

Under Section 402 of the Business Corporation Law

CSC 45
DRAW DOWN

Filer:
Kavinoky Cook, LLP
726 Exchange Street, Suite 800
Buffalo, New York 14210

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED NOV 23 2005
TAX \$
BY:

[ILLEGIBLE]

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AMENDED & RESTATED BY - LAWS

OF

BidURenergy, Inc.
(a New York corporation)

AUGUST 22, 2013

ARTICLE ISHAREHOLDERS

1. CERTIFICATES REPRESENTING SHARES. Certificates representing shares shall set forth thereon the statements prescribed by Section 508, and, where applicable, by Sections 505, 616, 620 and 1002, of the Business Corporation Law and by any other applicable provision of law and shall be signed by the Chairman or a Vice-Chairman of the Board of Directors, if any, or by the President or a Vice-President and by the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer and may be sealed with the corporate seal or a facsimile thereof. The signatures of the officers upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent or registered by a registrar other than the corporation itself or its employee, or if the shares are listed on a registered national security exchange. 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, it may be issued by the corporation with the same effect as if he were such officer at the date of its issue.

A certificate representing shares shall not be issued until the full amount of consideration therefor has been paid except as Section 504 of the Business Corporation Law may otherwise permit.

The corporation may issue a new certificate for shares in place of any certificate theretofore issued by it, alleged to have been lost or destroyed, and the Board of Directors may require the owner of any lost or destroyed certificate, or his legal representative, to give the corporation a bond, in such form and amount as the Board of Directors may require and with such surety or sureties as the Board of Directors may approve, sufficient to indemnify the corporation against any claim that may be made against it on account of the alleged loss or destruction of any such certificate or the issuance of any such new certificate.

2. FRACTIONAL SHARE INTERESTS. The corporation may issue certificates for fractions of a share which shall entitle the holder, in proportion to his fractional holdings, to exercise voting rights, receive dividends, and participate in liquidating distributions; or it may pay in cash the fair value of fractions of a share as of the time when those entitled to receive such fractions are determined; or it may issue scrip in registered or bearer form over the manual or facsimile signature

of an officer of the corporation or of its agent, exchangeable as therein provided for full shares, but such scrip shall not entitle the holder to any rights of a shareholder except as therein provided.

3. SHARE TRANSFERS. Upon compliance with provisions restricting the transferability of shares, if any, transfers of shares of the corporation shall be made only on the share record of the corporation by the registered holder thereof, or by his attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the corporation or with a transfer agent or a registrar, if any, and on surrender of the certificate or certificates for such shares properly endorsed and the payment of all taxes due thereon.

4. RECORD DATE FOR SHAREHOLDERS. For the purpose of determining the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to or dissent from any proposal without a meeting, or for the purpose of determining shareholders entitled to receive payment of any dividend or the allotment of any rights, or for the purpose of any other action, the Board of Directors may fix, in advance, a date as the record date for any such determination of shareholders. Such date shall not be more than sixty days nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action. If no record date is fixed, the record date for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of the business on the day next preceding the day on which notice is given, or, if no notice is given, the day on which the meeting is held. The record date for determining shareholders for any purpose other than that specified in the preceding sentence shall be at the close of business on the day on which the resolution of the Board of Directors relating thereto is adopted. When a determination of shareholders of record entitled to notice of or to vote at any meeting of shareholders has been made as provided in this paragraph, such determination shall apply to any adjournment thereof, unless the Board of Directors fix a new record date under this paragraph for the adjourned meeting.

5. SHAREHOLDER MEETINGS.

- TIME. A meeting of the shareholders shall be held annually for the election of directors and the transaction of other business within five (5) months of the end of the fiscal year of the corporation on the date fixed, from time to time, by the Board of Directors. A special meeting shall be held on the date fixed by the Board of Directors except when the Certificate of Incorporation or the Business Corporation Law confers the right to fix the date upon shareholders.

- PLACE. Annual meetings and special meetings shall be held at such place, within or without the State of New York, as the Board of Directors may, from time to time, fix. Whenever the Board of Directors shall fail to fix such place, or, whenever shareholders entitled to call a special meeting shall call the same, the meeting shall be held at the office of the corporation in the State of New York.

- CALL. Annual meetings may be called by the Board of Directors or by any officer instructed by the Board of Directors to call the meeting. Special meetings may be called in like manner except when the Board of Directors are required by the Certificate of Incorporation or the Business

are entitled by the Certificate of Incorporation or the Business Corporation Law to demand the call of a meeting in a different manner.

- **NOTICE OR ACTUAL OR CONSTRUCTIVE WAIVER OF NOTICE.** Notice of all meetings shall be given, stating the place, date, and hour of the meeting, and, unless it is an annual meeting, indicating that it is being issued by or at the direction of the person or persons calling the meeting. The notice of a special meeting shall in all instances state the purpose or purposes for which the meeting is called; and, at any such meeting, only such business may be transacted which is related to the purpose or purposes set forth in the notice. If any action is proposed to be taken which would, if taken, entitle shareholders to receive payment for their shares pursuant to Section 623 of the Business Corporation Law, the notice of such meeting shall include a statement of that purpose and to that effect and shall be accompanied by a copy of Section 623 of the Business Corporation Law or an outline of its material terms. Notice of any meeting of shareholders may be written or electronic. Notice of any meeting shall be given not fewer than ten days nor more than sixty days before the date of the meeting, provided, however, a copy of such notice may be given by third class mail not fewer than twenty-four days nor more than sixty days before the date of the meeting to each shareholder entitled to vote at such meeting. Notice by mail shall be deemed to be given when deposited, with postage thereon prepaid, in a post office or official depository under the exclusive care and custody of the United States post office department addressed as set forth in Section 605(a) of the Business Corporation Law. If transmitted electronically, such notice is given when directed to the shareholder's electronic mail address as supplied by the shareholder to the Secretary of the corporation or as otherwise directed pursuant to the shareholder's authorization or instructions. If a meeting is adjourned to another time or place, and, if any announcement of the adjourned time or place is made at the meeting, it shall not be necessary to give notice of the adjourned meeting unless the Board of Directors, after adjournment, fix a new record date for the adjourned meeting. Notice of a meeting need not be given to any shareholder who submits a waiver of notice before or after the meeting. Waiver of notice may be written or electronic. If written, the waiver must be executed by the shareholder or the shareholder's authorized officer, director, employee or agent by signing such waiver or causing his or her signature to be affixed to such waiver by any reasonable means, including, but not limited to, facsimile signature. If electronic, the transmission of the waiver must either set forth or be submitted with information from which it can reasonably be determined that the transmission was authorized by the shareholder. The attendance of a shareholder at a meeting without protesting prior to the conclusion of the meeting the lack of notice of such meeting shall constitute a waiver of notice by him.

- **SHAREHOLDER LIST AND CHALLENGE.** A list of shareholders as of the record date, certified by the Secretary or other officer responsible for its preparation or by the transfer agent, if any, shall be produced at any meeting of shareholders upon the request thereat or prior thereto of any shareholder. If the right to vote at any meeting is challenged, the inspectors of election, if any, or the person presiding thereat, shall require such list of shareholders to be produced as evidence of the right of the persons challenged to vote at such meeting, and all persons who appear from such list to be shareholders entitled to vote thereat may vote at such meeting.

- **CONDUCT OF MEETING.** All meetings of shareholders shall be presided over by the President, or if he is not present, by a Vice-President, or if neither the President nor Vice-

President is present, by a chairman thereby chosen by the shareholders at the meeting. The Secretary of the corporation, or in his absence, an Assistant Secretary, shall act as secretary of every meeting but if neither the Secretary nor Assistant Secretary is present, the chairman of the meeting shall appoint any person present to act as secretary of the meeting.

- **PROXY REPRESENTATION.** Every shareholder may authorize another person or persons to act for him by proxy in all matters in which a shareholder is entitled to participate, whether voting or participating at a meeting, or expressing consent or dissent without a meeting. No proxy shall be valid after the expiration of eleven months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the shareholder executing it, except as otherwise provided by Section 609 of the Business Corporation Law.

- **INSPECTORS - APPOINTMENT.** Inspectors may be appointed in the manner prescribed by the provisions of Section 610 of the Business Corporation Law, but need not be appointed except as otherwise required by those provisions.

- **QUORUM.** Except for a special election of directors pursuant to Section 603(b) of the Business Corporation Law, and except as herein otherwise provided, the holders of a majority of the votes of shares entitled to vote at a meeting shall constitute a quorum at a meeting of shareholders for the transaction of any business, provided that when a specified item of business is required to be voted on by a class or series, voting as a class, the holders of a majority of the shares of such a class or series shall constitute a quorum for the transaction of such specified item of business. When a quorum is once present to organize a meeting, it is not broken by the subsequent withdrawal of any shareholders. The shareholders present may adjourn the meeting despite the absence of a quorum.

- **VOTING.** At a meeting of the shareholders for the election of directors, directors shall be elected by a plurality of the votes cast by the holders of the shares entitled to vote in the election, unless otherwise required by the Certificate of Incorporation or the Business Corporation Law. Any other action at a meeting of the shareholders shall be authorized by a majority of the votes cast in favor of or against such action by the holders of the shares entitled to vote in the election, unless otherwise required by the Certificate of Incorporation or the Business Corporation Law or by a bylaw adopted by the shareholders.

6. **SHAREHOLDER ACTION WITHOUT MEETINGS.** Whenever under the provisions of the Business Corporation Law shareholders are required or permitted to take any action by vote, such action may be taken without a meeting on written consent, signed by the holders of all outstanding shares entitled to vote thereon or, if the Certificate of Incorporation so permits, signed by the holders of outstanding shares 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, in accordance with the provisions of Section 615 of the Business Corporation Law.

ARTICLE II

GOVERNING BOARD

1. FUNCTIONS. Subject to a contrary provision in the Certificate of Incorporation, the business of the corporation shall be managed under the direction of its Board of Directors notwithstanding that only one director legally constitutes the Board.

2. QUALIFICATIONS AND NUMBER. Each director shall be at least eighteen years of age. The number of directors of the corporation may be determined from time to time by resolution adopted by the shareholders, except that there shall be no less than one director. The number of directors may be increased or decreased by action of shareholders or of the Board of Directors, provided that any action of the Board of Directors to effect such increase or decrease shall require the vote of a majority of the entire Board. No decrease shall shorten the term of any incumbent director.

3. ELECTION AND TERM. The first Board of Directors shall be elected by the incorporator or incorporators and shall hold office until the first annual meeting of shareholders. Thereafter, directors who are elected at an annual meeting of shareholders, and directors who are elected in the interim by the shareholders to fill vacancies and newly created directorships, shall hold office until the next annual meeting of shareholders and until their successors have been elected and qualified; and directors who are elected in the interim by the Board of Directors to fill vacancies and newly created directorships shall hold office until the next meeting of shareholders at which the election of directors is in the regular order of business and until their successors have been elected and qualified. Unless otherwise set forth in the Certificate of Incorporation, in the interim between annual meetings of shareholders or of special meetings of shareholders called for the election of directors, newly created directorships and any vacancies in the Board of Directors, including vacancies resulting from the removal of directors for cause or without cause, may be filled by the vote of the remaining directors then in office.

4. MEETINGS.

- TIME. Meetings shall be held at such time as the Board shall fix, except that the first meeting of a newly elected Board shall be held as soon after its election as the directors may conveniently assemble.

- PLACE. Unless otherwise set forth in the Certificate of Incorporation, meetings shall be held at such place within or without the State of New York as shall be fixed by the Board.

- CALL. No notice shall be required for regular meetings for which the time and place have been fixed. Special meetings may be called, upon notice, by or at the direction of the Chairman of the Board, if any, or the President, or of a majority of the directors in office.

- NOTICE OR ACTUAL OR CONSTRUCTIVE WAIVER. The notice of any meeting need not specify the purpose of the meeting. Any requirement of furnishing a notice shall be waived by any director who signs a waiver of notice before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to him.

- QUORUM AND ACTION. Unless a greater proportion is required by the Certificate of Incorporation, a majority of the entire Board shall constitute a quorum except when a vacancy or vacancies prevents such majority, whereupon a majority of the directors in office shall constitute a quorum, provided such majority shall constitute at least one-third of the entire Board. Except as otherwise required by the Business Corporation Law, a majority of the directors present, whether or not a quorum is present, may adjourn a meeting to another time and place.

Unless restricted by the Certificate of Incorporation, any one or more members of the Board of Directors or of any committee thereof may participate in a meeting of the Board or of any such committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time, and participation by such means shall constitute presence in person at the meeting.

- CHAIRMAN OF THE MEETING. The Chairman of the Board, if any and if present and acting, shall preside at all meetings. Otherwise any other director chosen by the Board, shall preside.

5. RESIGNATION AND REMOVAL OF DIRECTORS. Subject to any applicable contract rights and duties, any director of the corporation, or any member of any committee, may resign at any time by giving written notice to the Board of Directors, the President or the secretary of the corporation and any such resignation shall take effect at the time specified therein or, if the time be not specified therein, upon receipt thereof. The acceptance of such resignation shall not be necessary to make it effective. Any or all of the directors may be removed for cause or without cause by the shareholders.

6. COMMITTEES. The Board of Directors, by resolution adopted by a majority of the entire Board of Directors, may designate from their number one or more directors to constitute an Executive Committee and other committees, each of which, to the extent provided in the resolution designating it, shall have the authority of the Board of Directors with the exception of any authority the delegation of which is prohibited by Section 712 of the Business Corporation Law. The Board of Directors shall have the power at any time to fill vacancies in, change the membership of, or dissolve any such committees. The Board may also designate one or more directors as alternate members of any such committee who may replace any absent member or members at any meeting thereof.

- MEETINGS OF COMMITTEES. Committees established by the Board of Directors may meet either regularly at stated times or on special notice. Such committees may make rules for the holding and conduct of their meetings.

7. WRITTEN ACTION. Unless restricted by the Certificate of Incorporation, any action required or permitted to be taken by the Board of Directors or by any committee thereof may be taken without a meeting if all of the members of the Board of Directors or of such committee consent in writing to the adoption of a resolution authorizing the action. The resolution and the

written consents thereto by the members of the Board of Directors or of such committee shall be filed with the minutes of the proceedings of the Board of

Directors or of such committee.

ARTICLE III

OFFICERS

Unless reserved to the shareholders in the Certificate of Incorporation, the Board of Directors may elect or appoint a Chairman of the Board of Directors, a President, one or more Vice-Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, one or more Assistant Treasurers, and such other officers as they may determine. Any two or more offices may be held by the same person. When all of the issued and outstanding shares of the corporation are owned by one person, such person may hold all or any combination of offices.

Unless otherwise provided in the resolution of election or appointment or in the Certificate of Incorporation, each officer shall hold office until the meeting of the Board of Directors following the next annual meeting of shareholders.

Officers shall have the powers and duties defined in the resolutions appointing them.

Unless an officer was elected or appointed by the shareholders, the Board of Directors may remove any officer for cause or without cause.

ARTICLE IV

STATUTORY NOTICES TO SHAREHOLDERS

The Board of Directors may appoint the Treasurer or other fiscal officer and/or the Secretary or any other officer to cause to be prepared and furnished to shareholders entitled thereto any special financial notice and/or any financial statement, as the case may be, which may be required by any provision of law.

ARTICLE V

BOOKS AND RECORDS

The corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of the shareholders, of the Board of Directors, and of any committee which the Board of Directors may appoint, and shall keep at the office of the corporation in the State of New York or at the office of the transfer agent or registrar, if any, in said State, a record containing the names and addresses of all shareholders, the number and class of shares held by each, and the dates when they respectively became the owners of record thereof. Any of the

foregoing books, minutes, or records may be in written form or in any other form capable of being converted into written form within a reasonable time.

ARTICLE VI

CORPORATE SEAL

The corporate seal, if any, shall be in such form as the Board of Directors shall prescribe.

ARTICLE VII

FISCAL YEAR

The fiscal year of the corporation shall be fixed, and shall be subject to change from time to time, by the Board of Directors.

ARTICLE VIII

CONTROL OVER BY-LAWS

The shareholders entitled to vote in the election of directors or the Board of Directors by vote of a majority of the entire Board upon compliance with any statutory requisite may amend or repeal the By-Laws and may adopt new By-Laws, except that the Board of Directors may not amend or repeal any By-Law or adopt any new By-Law, the statutory control over which is vested exclusively in the said shareholders or in the incorporators. By-Laws adopted by the incorporators or Board of Directors may be amended or repealed by the said shareholders.

* * * * *

ARTICLES OF INCORPORATION
OF
CIRRO ENERGY SERVICES, INC.

FILED
In the Office of the
Secretary of State of Texas
MAR 23 2005
Corporations Section

I, the undersigned, a natural person of the age of eighteen (18) years or more, a citizen of the State of Texas, acting as incorporator of a corporation under the Texas Business Corporation Act, (the "TBCA") do hereby adopt the following Articles of Incorporation for such corporation.

ARTICLE I
Name

The name of the Corporation is CIRRO ENERGY SERVICES, INC.

ARTICLE II
Period of Duration

The period of duration is perpetual.

ARTICLE III
Section 1 - Purposes

The purpose for which the Corporation is organized is the transaction of any and all lawful business for which the Corporation may be incorporated and not prohibited by Article 2.01B of the Texas Business Corporation Act, as now written or as hereafter amended.

Section 2 - Statutory Powers

Subject to any specific written limitations or restrictions imposed by the Texas Miscellaneous Corporation Act, by the Texas Business Corporation Act, or by other applicable laws, and solely in the furtherance of and not in addition to the purposes set forth in Section 1 of this Article, the Corporation shall have and exercise all of the powers not inconsistent with these Articles.

ARTICLE IV
Authorized Shares

The aggregate number of shares which the Corporation shall have the authority to issue is One Hundred Thousand (100,000) shares, consisting of Fifty Thousand (50,000) shares of Class A Common Stock, no par value per share, and Fifty Thousand (50,000) shares of Class B Common Stock, no par value per share, with the following preferences, limitations, restrictions, relative rights, including voting rights and distinguishing characteristics set forth below:

Class A Common Stock.

- (a) **Voting Rights.** The holders of Class A Common Stock shall be entitled to one vote per share for all purposes upon which such holders are entitled to vote.
- (b) **Distributions.** Until such time as the voluntary or involuntary liquidation of the Corporation, the dissolution of the Corporation, or the sale of all or substantially all of the assets of the Corporation, the holders of Class A Common Stock shall be entitled to receive, pro rata in accordance with the number of shares of Class A Common Stock then outstanding, all dividends of the Corporation, as authorized from time to time in the sole discretion of the Corporation's Board of Directors, and as are permitted from legally available funds.

Class B Common Stock.

- (a) **Voting Rights.** The holders of Class B Common Stock shall be entitled to one vote per share for all purposes upon which such holders are entitled to vote.
- (b) **Distributions.** Until such time as the voluntary or involuntary liquidation of the Corporation, the dissolution of the Corporation, or the sale of all or substantially all of the assets of the Corporation, the holders of Class B Common Stock shall not be

entitled to any dividends of the Corporation, notwithstanding that the holders of Class A Common Stock have received dividends prior to the occurrence of any such events. However, upon the voluntary or involuntary liquidation of the Corporation, the dissolution of the Corporation, or the sale of all or substantially all of the assets of the Corporation, the holders of Class B Common Stock shall, from and after the occurrence of any such events, be entitled to receive, pro rata in accordance with the total number of Class A Common Stock and Class B Common Stock then issued and outstanding, all dividends or other distributions of the Corporation made pursuant to such liquidation,

dissolution or sale, as authorized by the Board of Directors from time to time, and as are permitted from legally available funds. The holders of Class B common stock shall not be entitled to any dividends or other distributions on account of dividends paid to the holders of Class A Common Stock prior to the time the holders of the Class B Common Stock become entitled to any dividends.

Provisions Applicable to Both Class A Common Stock and Class B Common Stock.

- (a) Notwithstanding anything to the contrary herein, any dividend payable in stock, any stock split or other issuance of additional shares of stock to holders of either class of Common Stock without payment of consideration shall be made pro rata among all holders of Class A Common Stock and Class B Common Stock.
- (b) No shares of Common Stock of any class shall be redeemable.

ARTICLE V
Initial Consideration for Issuance of Shares

The Corporation will not commence business until it has received for the issuance of its shares consideration of the value of One Thousand Dollars (\$1,000.00) consisting of money, labor done or property actually received.

ARTICLE VI
Address of Initial Registered Office and Name of Initial Registered Agent

The address of the initial registered office of the Corporation is 15303 Dallas Parkway, Suite 700, Addison, Texas 75001. The name of the initial registered agent of the Corporation at such address is William D. Hayward, Esq.

ARTICLE VII
Data on Respective Directors

The number of Directors constituting the initial Board of Directors shall be four (4). The name and address of the persons who are to serve as Directors until the first annual meeting of the shareholders or until their successors are duly elected and qualified are:

<u>Name</u>	<u>Address</u>
Gary Shapiro	501 W. President George Bush Hwy Suite 350 Richardson, Texas 75080
Tim Terrell	501 W. President George Bush Hwy Suite 350 Richardson, Texas 75080
Tim Rogers	501 W. President George Bush Hwy Suite 350 Richardson, Texas 75080
Tim Bell	501 W. President George Bush Hwy Suite 350 Richardson, Texas 75080

ARTICLE VIII
Adoption of the Bylaws

The initial Bylaws shall be adopted by the Board of Directors. The Board of Directors shall have the power to alter, amend or repeal the Bylaws of the Corporation and to adopt new Bylaws, subject to repeal or change by action of the shareholders.

ARTICLE IX
Data Respecting Incorporator

The name and address of the Incorporator is as follows:

Robin M. Wheatley, Esq.
15303 Dallas Parkway, Suite 700
Addison, Texas 75001

ARTICLE X
Denial of Cumulative Voting

Cumulative voting of shares in the election of Directors or upon any other matter is expressly prohibited. The shareholders entitled to vote for the

election of Directors shall be entitled to cast one vote per directorship for each share held, and no more.

ARTICLE XI
Denial of Pre-Emptive Rights of Shareholders

No shareholder of this Corporation shall have any pre-emptive right to acquire additional, unissued or treasury shares of the Corporation, or any other securities of the Corporation.

ARTICLE XII
Indemnification of Directors and Officers

The directors and officers of the Corporation shall be entitled to indemnification to the full extent allowable by law, including but not limited to the provisions of Article 2.02-1 of the Texas Business Corporation Act, as now written or as hereafter amended

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ARTICLE XIII
Limitation of Liability

No director of the Corporation shall be liable to the Corporation or any of its shareholders for monetary damages for an act or omission in the director's capacity as a director, provided, however, that the limitation of liability contained in this Article XIII shall not eliminate or limit the liability of a director to the extent the director is found liable for:

- 1) A breach of a director's duty of loyalty to the Corporation or its shareholders;
- 2) An act or omission not in good faith that constitutes a breach of duty of the director to the Corporation or an act or omission that involves intentional misconduct or a knowing violation of the law;
- 3) A transaction from which a director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office; or
- 4) An act or omission for which the liability of a director is expressly provided for by an applicable statute.

This Article XIII shall provide limitation of liability for directors of the Corporation to the full extent allowable by law, including but not limited to the provisions of Article 1302—7.06 of the Texas Miscellaneous Corporation Laws Act, as now written or as hereafter amended.

ARTICLE XIV
Shareholder Consent Election

It is hereby provided that, in accordance with Article 9.10A of the Texas Business Corporation Act, any action required to be taken at any annual or special meeting of shareholders, or my action which may be taken at any annual or special meeting of shareholders, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents, in writing,

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setting forth the action so taken, shall be signed by the holder or holders of shares having not less than the minimum number of votes that would be necessary to take such action at a meeting at which the holders of all shares entitled to vote on the action were present and voted.

IN WITNESS WHEREOF, I have hereunder set my hand this 22nd day of March, 2005.

/s/ Robin M. Wheatley

Robin M. Wheatley, Esq.

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Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

[SEAL]

Nandita Berry
Secretary of State

Office of the Secretary of State

**CERTIFICATE OF FILING
OF**

CIRRO ENERGY SERVICES, INC.
800470329

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Amendment for the above named entity has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

Dated: 04/17/2014

Effective: 04/17/2014

[SEAL]

/s/ NANDITA BERRY

Nandita Berry
Secretary of State

Come visit us on the internet at <http://www.sos.state.tx.us/>

Phone: (512) 463-5555
Prepared by: Debi Mojica

Fax: (512) 463-5709
TID: 10303

Dial: 7-1-1 for Relay Services
Document: 539642770002

CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF INCORPORATION
OF
CIRRO ENERGY SERVICES, INC.

FILED
In the Office of the
Secretary of State of Texas
APR 17 2014
Corporations Section

Cirro Energy Services, Inc., a corporation organized and existing under and by virtue of the Texas Business Organization Code of the State of Texas (the "**Corporation**") does hereby certify that:

FIRST: The name of the Corporation is Cirro Energy Services, Inc.

SECOND: The original Certificate of Incorporation of the Corporation was filed with the Secretary of State of the State of Texas on March 23, 2005.

THIRD: Article IV of the Corporation's Certificate of Incorporation is hereby amended and restated to read in its entirety as set forth below:

Article IV: The Corporation is authorized to issue 100 shares of Common Stock with a par value of \$0.01 per share. The subscription of NRG Energy, Inc. for the purchase of 100 shares of Common Stock of this Corporation for a total cash price of One Dollar (\$1.00) and no cents be accepted and that, upon payment to this Corporation of the subscription price therefore, there be issued to such subscriber One Hundred (100) shares of Common Stock of this Corporation.

FOURTH: Article VII of the Corporation's Certificate of Incorporation is hereby amended and restated to read in its entirety as set forth below:

Article VII: The number of Directors constituting the Board of Directors shall be one (1) sole director.

FIFTH: The Board of Directors of the Corporation approved and adopted the foregoing amendment to the Certificate of Incorporation in accordance with the Business Organizations Code of the State of Texas and directed that such amendment be submitted to the stockholders of the Corporation entitled to vote thereon for their consideration, approval and adoption thereof.

SIXTH: The stockholders of the Corporation duly approved and adopted said proposed amendment on April 1, 2014 in accordance with Titles 1 and 2 of the Business Organizations Code of the State of Texas and the provisions of the Certificate of Incorporation.

[Signature page follows.]

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Amendment to be duly executed in its corporate name this 17th day of April, 2014.

CIRRO ENERGY SERVICES, INC.

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

AMENDED AND RESTATED BYLAWS
OF

CIRRO ENERGY SERVICES, INC.

(a Texas corporation)

ARTICLE I

Offices and Fiscal Year

SECTION 1.01. Registered Office and Agent. The registered office of the corporation shall be 350 N. St. Paul Street, Dallas, TX 75201. The registered agent at such address shall be CT Corporation System.

SECTION 1.02. Other Offices. The corporation may also have offices at such other places within or without the State of Texas as the Board of Directors may from time to time determine or the business of the corporation requires.

SECTION 1.03. Fiscal Year. The fiscal year of the corporation shall be the calendar year unless otherwise fixed by resolution of the Board of Directors.

ARTICLE II

Meetings of Shareholders

SECTION 2.01. Place and Time of Meetings. Meetings of shareholders shall be held at such place, either within or without the State of Texas, and at such time as may be provided in the notice of the meeting and approved by the Chairman of the Board of Directors (the "Chairman"), the President or the Board of Directors.

SECTION 2.02. Presiding Officer; Secretary. The Chairman shall preside over all meetings of the shareholders. If he or she is not present, or if there is none in office, the President or a Vice President shall preside, or, if none be present, a Chairman shall be elected by the meeting. The Secretary of the Company shall act as secretary of all the meetings, if present. If he or she is not present, the Chairman shall appoint a secretary of the meeting.

SECTION 2.03. Annual Meeting. The annual meeting of shareholders shall be held on the third Tuesday in May of each year or on such date as may be designated by resolution of the Board of Directors from time to time for the purpose of electing directors and conducting such other business as may properly come before the meeting.

SECTION 2.04. Special Meetings. Special meetings of the shareholders may be called by the Chairman, the President or the Board of Directors and shall be called by the Secretary upon demand of shareholders as required by law. Only business within the purpose or purposes described in the notice for a special meeting of shareholders may be conducted at the meeting.

SECTION 2.05 Record Dates. The record date for determining shareholders entitled to demand a special meeting is the date the first shareholder signs the demand that the meeting be held.

Except as is provided in the preceding paragraph the Board of Directors may fix, in advance, a record date to make a determination of shareholders for any purpose, such date to be not more than 70 days before the meeting or action requiring a determination of shareholders. If no such record date is set for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders, or for the determination of shareholders entitled to receive payment of a dividend, then the record date shall be the close of business on the day before the date on which the first notice is given or the date on which the resolution of the Board of Directors declaring such dividend is adopted, as the case may be.

When a determination of shareholders entitled to notice of or to vote at any meeting of shareholders has been made, such determination shall be effective for any adjournment of the meeting unless the Board of Directors fixes a new record date, which it shall do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting.

SECTION 2.06 Notice of Meetings. Written notice stating the place, day and hour of each meeting of shareholders and, in case of a special meeting, the purpose or purposes for which the meeting is called shall be given not less than 10 nor more than 60 days before the date of the meeting (except when a different time is required in these Bylaws or by law) either personally or by mail, electronic mail, telecopy facsimile or other form of wire or wireless communication, or by private courier to each shareholder of record entitled to vote at such meeting and to such nonvoting shareholders as may be required by law. If mailed, such notice shall be deemed to be effective when deposited in first class United States mail with postage thereon prepaid and addressed to the shareholder at his or her address as it appears on the share transfer books of the Company. If given in any other manner, such notice shall be deemed to be effective (i) when given personally or by telephone, (ii) when sent by electronic mail, telecopy facsimile or other form of wire or wireless communication or (iii) when given to a private courier to be delivered.

If a meeting is adjourned to a different date, time or place, notice need not be given if the new date, time or place is announced at the meeting before adjournment. However, if a new record date for an adjourned meeting is fixed, notice of the adjourned

meeting shall be given to shareholders as of the new record date unless a court provides otherwise.

SECTION 2.07. Quorum and Voting Requirements. Unless otherwise required by law, a majority of the votes entitled to be cast on a matter constitutes a quorum for action on that matter. Once a share is represented for any purpose at a meeting, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is or shall be set for that adjourned meeting. If a quorum exists, action on a matter, other than the election of directors, is approved if the votes cast favoring the action exceed the votes cast opposing the action unless a greater or different number of affirmative votes is required by law or the Articles of Incorporation or these Bylaws. Directors shall be elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present. Less than a quorum may adjourn a meeting.

SECTION 2.08. Action Without Meeting. Action required or permitted to be taken at a meeting of the shareholders may be taken without a meeting and without action by the Board of Directors if the action is taken by all the shareholders entitled to vote on the action. The action shall be evidenced by one or more written consents describing the action taken, signed by all the shareholders entitled to vote on the action and delivered to the Secretary for inclusion in the minutes or filing with the corporate records. The form of written consent may include an electronic transmission. Action taken by unanimous consent shall be effective according to its terms when all consents are in the possession of the Company unless the consent specifies a different effective date, in which event the action taken shall be effective as of the date specified therein provided that the consent states the date of execution by each shareholder. A shareholder may withdraw a consent only by delivering a written notice of withdrawal to the Company prior to the time that all consents are in the possession of the Company.

If not otherwise fixed pursuant to the provisions of Section 2.05, the record date for determining shareholders entitled to take action without a meeting is the date the first shareholder signs the consent described in the preceding paragraph.

ARTICLE III

Board of Directors

SECTION 3.01. General Powers. The Company shall have a Board of Directors. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors, subject to any limitation set forth in the Articles of Incorporation, and so far as this delegation of authority is not inconsistent with the laws of the State of Texas, with the Articles of Incorporation or with these Bylaws.

SECTION 3.02. Number, Term and Election. The number of directors of the Company may be fixed or changed from time to time by resolution of the Board of Directors but shall not be less than one (1) nor more than ten (10) directors. A decrease in the number of directors shall not shorten the term of any incumbent director. Each director shall hold office until his or her death, resignation, retirement or removal or until his or her successor is elected.

SECTION 3.03. Removal; Vacancies. The shareholders may remove one or more directors, with or without cause, if the number of votes cast for such removal constitutes a majority of the votes entitled to be cast at an election of directors. A director may be removed by the shareholders only at a meeting called for the purpose of removing him or her and the meeting notice must state that the purpose, or one of the purposes of the meeting, is removal of the director.

A vacancy on the Board of Directors, including a vacancy resulting from the removal of a director or an increase in the number of directors, may be filled by (i) the shareholders, (ii) the Board of Directors or (iii) the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors and may, in the case of a resignation that will become effective at a specified later date, be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

SECTION 3.04. Annual and Regular Meetings. An annual meeting of the Board of Directors, which shall be considered a regular meeting, shall be held immediately following each annual meeting of shareholders for the purpose of electing officers and carrying on such other business as may properly come before the meeting. The Board of Directors may also adopt a schedule of additional meetings which shall be considered regular meetings. Regular meetings shall be held at such times and at such places, within or without the State of Texas, as the Chairman, the President or the Board of Directors shall designate from time to time. If no place is designated, regular meetings shall be held at the principal office of the Company.

SECTION 3.05. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman, the President or a majority of the directors of the Company and shall be held at such times and at such places, within or without the State of Texas, as the person or persons calling the meetings shall designate. If no such place is designated in the notice of a meeting, it shall be held at the principal office of the Company.

SECTION 3.06. Notice of Meetings. No notice need be given of regular meetings of the Board of Directors.

Notices of special meetings of the Board of Directors shall be given to each director in person or delivered to his or her residence or business address (or such other place as he may have directed in writing) not less than twenty-four (24) hours before the meeting by mail, electronic mail, messenger, telecopy facsimile or other

means of written communication or by telephoning such notice to him or her. Any such notice shall be given by the Secretary, the directors or the officer calling the meeting and shall set forth the time and place of the meeting and state the purpose for which it is called.

SECTION 3.07. Waiver of Notice; Attendance at Meeting. A director may waive any notice required by law, the Articles of Incorporation or these Bylaws before or after the date and time stated in the notice and such waiver shall be equivalent to the giving of such notice. Except as provided in the next paragraph of this section, the waiver shall be in writing or reproduced from an electronic transmission, signed by the director entitled to the notice and filed with the minutes or corporate records.

A director's attendance at or participation in a meeting waives any required notice to him or her of the meeting unless the director, at the beginning of the meeting or promptly upon his or her arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

SECTION 3.08. Quorum; Voting. A majority of the number of directors fixed in accordance with these Bylaws shall constitute a quorum for the transaction of business at a meeting of the Board of Directors. If a quorum is present when a vote is taken, the affirmative vote of a majority of the directors present is the act of the Board of Directors except as otherwise provided by law, the Articles of Incorporation or these Bylaws. A director who is present at a meeting of the Board of Directors or a committee of the Board of Directors when corporate action is taken is deemed to have assented to the action taken unless (i) he or she objects, at the beginning of the meeting or promptly upon his or her arrival, to holding it or transacting specified business at the meeting or (ii) he or she votes against or abstains from the action taken.

SECTION 3.09. Telephonic Meetings. The Board of Directors may permit any or all directors to participate in a regular or special meeting by or conduct the meeting through the use of any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means is deemed to be present in person at the meeting.

SECTION 3.10. Action Without Meeting. Action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if the action is taken by all members of the Board. The action shall be evidenced by one or more written consents stating the action taken, signed by each director either before or after the action is taken and included in the minutes or filed with the corporate records. The form of written consent may include an electronic transmission. Action taken under this section shall be effective when the last director signs the consent unless the consent specifies a different effective date, in which event the action taken is effective as of the date specified therein, provided the consent states the date of execution by each director.

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SECTION 3.11. Compensation of Directors. The Board of Directors may fix the compensation of directors and may provide for the payment of all expenses incurred by them in attending meetings of the Board of Directors.

ARTICLE IV

Officers

SECTION 4.01. Officers. The officers of the Company shall be a President and a Secretary and, in the discretion of the Board of Directors, a Chairman of the Board of Directors, one or more Vice-Presidents, a Treasurer and such other officers as may be deemed necessary or advisable to carry on the business of the Company. Any two or more offices may be held by the same person unless otherwise required by law. The Board of Directors may designate the Chief Executive Officer.

SECTION 4.02. Election; Term. The officers of the Company shall be a President and a Secretary and, in the discretion of the Board of Directors, a Chairman of the Board of Directors, one or more Vice-Presidents, a Treasurer and such other officers as may be deemed necessary or advisable to carry on the business of the Company. Any two or more offices may be held by the same person unless otherwise required by law. The Board of Directors may designate the Chief Executive Officer.

SECTION 4.03. Removal of Officers. The Board of Directors may remove any officer at any time, with or without cause.

SECTION 4.04. Duties of Officers. The President and the other officers shall have such powers and duties as generally pertain to their respective offices as well as such powers and duties as may be delegated to them from time to time by the Board of Directors. The President and each Vice President shall have authority to sign certificates for shares of stock, bonds, deeds and all manner of contracts necessary, expedient in or incident to the conduct of the Company's business and to delegate such authority in accordance with the Company's policies and procedures, in such manner as may be approved by the President.

ARTICLE V

Share Certificates

SECTION 5.01. Entitlement. Every shareholder shall be entitled to a certificate or certificates for shares of record owned by him or her in such form as may be prescribed by the Board of Directors. Such certificates shall be signed by the President or a Vice President and by the Treasurer or an Assistant Treasurer or the Secretary or

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an Assistant Secretary.

SECTION 5.02. Authorization to Issue. Notwithstanding the foregoing, the Board of Directors may authorize the issue of some or all of the shares of any or all of its classes or series without certificates. Within a reasonable time after the issue or transfer of shares without certificates, the Company shall send the shareholder a written statement of the information required on certificates by the Texas Business Corporation Act or other applicable law.

SECTION 5.03. Transfer of Shares. Shares may be transferred by delivery of the certificate accompanied either by an assignment in writing on the back of the certificate or by a written power of attorney to sell, assign and transfer the same on the books of the Company, signed by the person appearing from the certificate to be the owner of the shares represented thereby, and shall be transferable on the books of the Company upon surrender thereof so assigned or endorsed. The person registered on the books of the Company as the owner of any shares shall be entitled exclusively, as the owner of such shares, to receive dividends and to vote in respect thereof.

ARTICLE VI

Miscellaneous Provisions

SECTION 6.01. Voting of Shares Held. Unless the Board of Directors shall otherwise provide, the Chairman of the Board of Directors, the President, any Vice President, or the Secretary may from time to time appoint one or more attorneys-in-fact or agents of the Company, in the name and on behalf of the Company, to cast the votes that the Company may be entitled to cast as a shareholder or otherwise in any other corporation, any of whose stock or securities of which may be held by the Company, at the meeting of the holders of any such other corporation, or to consent in writing to any action by any such other corporation, and may instruct the person or persons so appointed as to the manner of casting such votes or giving such consent, and may execute or cause to be executed on behalf of the Company such written proxies, consents, waivers of other instruments as he or she may deem necessary or proper; or either the Chairman of the Board of Directors, the President or the Secretary may himself or herself attend any meeting of the shareholders of any such other corporation and thereat vote or exercise any or all other powers of the Company as the shareholder of such other corporation.

SECTION 6.02. Corporate Seal. In the discretion of the officers, the Company may have a corporate seal. If created, the corporate seal of the Company shall consist of a flat-faced circular die, of which there may be any number of counterparts, on which there shall be engraved the word "Seal" and the name of the Company.

SECTION 6.03. Fiscal Year. The fiscal year of the Company shall be

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determined in the discretion of the Board of Directors, but in the absence of any such determination it shall be the calendar year.

SECTION 6.04. Amendments. These Bylaws may be amended or repealed, and new Bylaws may be made at any regular or special meeting of the Board of Directors. Bylaws made by the Board of Directors may be repealed or changed and new Bylaws may be made by the shareholders, and the shareholders may prescribe that any Bylaw made by them shall not be altered, amended or repealed by the Board of Directors.

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FILED
In the Office of the
Secretary of State of Texas
JUN 07 2001
Corporations Section

**ARTICLES OF INCORPORATION
OF
CIRRO GROUP, INC.**

I, the undersigned, a natural person of the age of eighteen (18) years or more, a citizen of the State of Texas, acting as incorporator of a corporation under the Texas Business Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation.

ARTICLE I

Name

The name of the Corporation is Cirro Group, Inc.

ARTICLE II

Period of Duration

The period of duration is perpetual.

ARTICLE III

Section 1 - Purposes

The purpose for which the Corporation is organized is the transaction of any and all lawful business for which the Corporation may be incorporated and not prohibited by Article 2.01B of the Texas Business Corporation Act, as now written or as hereafter amended.

Section 2 - Statutory Powers

Subject to any specific written limitations or restrictions imposed by the Texas Miscellaneous Corporation Act, by the Texas Business Corporation Act, or by other applicable laws, and solely in the furtherance of and not in addition to the purposes set forth in Section 1 of this Article, the Corporation shall have and exercise all of the powers not inconsistent with these Articles.

ARTICLE IV

Authorized Shares

The aggregate number of shares which the Corporation shall have the authority to issue is One Hundred Million (100,000,000) shares of Common Stock without par value (\$0.00) per share.

ARTICLE V

Initial Consideration for Issuance of Shares

The Corporation will not commence business until it has received for the issuance of its shares consideration of the value of One Thousand Dollars (\$1,000.00) consisting of money, labor done or property actually received.

ARTICLE VI

**Address of Initial Registered Office
and Name of Initial Registered Agent**

The address of the initial registered office of the Corporation is 15303 Dallas Parkway, Suite 700, LB 17, Addison, Texas 75001. The name of the initial registered agent of the Corporation at such address is William D. Hayward.

ARTICLE VII

Data on Respective Directors

The number of Directors constituting the initial Board of Directors shall be four (4). The name and address of the persons who are to serve as Directors until the first annual meeting of the shareholders or until their successors are duly elected and qualified are:

<u>Name</u>	<u>Address</u>
Tim Rogers	14850 Montfort Drive, Suite 180 Dallas, Texas 75240

Tim Terrell	14850 Montfort Drive, Suite 180 Dallas, Texas 75240
Gary Shapiro	14850 Montfort Drive, Suite 180 Dallas, Texas 75240
Tim Bell	14850 Montfort Drive, Suite 180 Dallas, Texas 75240

Adoption of the Bylaws

The initial Bylaws shall be adopted by the Board of Directors. The Board of Director shall have the power to alter, amend or repeal the Bylaws of the Corporation and to adopt new Bylaws, subject to repeal or change by action of the shareholders.

ARTICLE VIII

Data Respecting Incorporator

The name and address of the Incorporator is as follows:

William D. Hayward
15303 Dallas Parkway, Suite 700
Addison, Texas 75001

ARTICLE IX

Denial of Cumulative Voting

Cumulative voting of shares in the election of Directors or upon any other matter is expressly prohibited. The shareholders entitled to vote for the election of Directors shall be entitled to cast one vote per directorship for each share held, and no more.

ARTICLE X

Denial of Pre-Emptive Rights of Shareholders

No shareholder of this Corporation shall have any pre-emptive right to acquire additional, unissued or treasury shares of the Corporation, or any other securities of the Corporation.

ARTICLE XI

Indemnification of Directors and Officers

The Corporation shall provide indemnification of directors and officers of the Corporation to the full extent allowable by law, including but not limited to the provisions of Article 2.02-1 of the Texas Business Corporation Act, as now written or as hereafter amended.

ARTICLE XII

Limitation of Liability

No director of the Corporation shall be liable to the Corporation or any of its shareholders for monetary damages for an act or omission in the director's capacity as a director, provided, however, that the limitation of liability contained in this Article XII shall not eliminate or limit the liability of a director to the extent the director is found liable for:

- 1) A breach of a director's duty of loyalty to the Corporation or its shareholders;

- 2) An act or omission not in good faith that constitutes a breach of duty of the director to the Corporation or an act or omission that involves intentional misconduct or a knowing violation of the law;
- 3) A transaction from which a director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office; or
- 4) An act or omission for which the liability of a director is expressly provided for by an applicable statute.

This Article XII shall provide limitation of liability for directors of the Corporation to the full extent allowable by law, including but not limited to the provisions of Article 1302-7.06 of the Texas Miscellaneous Corporation Laws Act, as now written or as hereafter amended.

ARTICLE XIII

Shareholder Consent Election

It is hereby provided that, in accordance with Article 9.10A of the Texas Business Corporation Act, any action required to be taken at any annual or special meeting of shareholders, or any action which may be taken at any annual or special meeting of shareholders, 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 holder or holders of shares having not less than the minimum number of votes that would be necessary to take such action at a meeting at which the holders of all shares entitled to vote on the action were present and voted.

IN WITNESS WHEREOF, I have hereunder set my hand this 5th day of June, 2001.

/s/ William D. Hayward
William D. Hayward, Incorporator

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

[SEAL]

Nandita Berry
Secretary of State

Office of the Secretary of State

**CERTIFICATE OF FILING
OF**

CIRRO GROUP, INC.
163184900

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Amendment for the above named entity has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

Dated: 04/17/2014

Effective: 04/17/2014

[SEAL]

/s/ NANDITA BERRY

Nandita Berry
Secretary of State

Come visit us on the internet at <http://www.sos.state.tx.us/>
Fax: (512) 463-5709
TID: 10303

Phone: (512) 463-5555
Prepared by: Debi Mojica

Dial: 7-1-1 for Relay Services
Document: 539643260002

CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF INCORPORATION
OF
CIRRO GROUP, INC.

FILED
In the Office of the
Secretary of State of Texas
APR 17 2014

Corporations Section

Cirro Group, Inc., a corporation organized and existing under and by virtue of the Texas Business Organization Code of the State of Texas (the "Corporation") does hereby certify that:

FIRST: The name of the Corporation is Cirro Group, Inc.

SECOND: The original Certificate of Incorporation of the Corporation was filed with the Secretary of State of the State of Texas on June 7, 2001.

THIRD: Article IV of the Corporation's Certificate of Incorporation is hereby amended and restated to read in its entirety as set forth below:

Article IV: The Corporation is authorized to issue 100 shares of Common Stock with a par value of \$0.01 per share. The subscription of NRG Energy, Inc. for the purchase of 100 shares of Common Stock of this Corporation for a total cash price of One Dollar (\$1.00) and no cents be accepted and that, upon payment to this Corporation of the subscription price therefore, there be issued to such

subscriber One Hundred (100) shares of Common Stock of this Corporation.

FOURTH: Article VII of the Corporation's Certificate of Incorporation is hereby amended and restated to read in its entirety as set forth below:

Article VII: The number of Directors constituting the Board of Directors shall be one (1) sole director.

FIFTH: The Board of Directors of the Corporation approved and adopted the foregoing amendment to the Certificate of Incorporation in accordance with the Business Organizations Code of the State of Texas and directed that such amendment be submitted to the stockholders of the Corporation entitled to vote thereon for their consideration, approval and adoption thereof.

SIXTH: The stockholders of the Corporation duly approved and adopted said proposed amendment on April 1, 2014 in accordance with Titles 1 and 2 of the Business Organizations Code of the State of Texas and the provisions of the Certificate of Incorporation.

[Signature page follows.]

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Amendment to be duly executed in its corporate name this 17th day of April, 2014.

CIRRO GROUP, INC.

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

AMENDED AND RESTATED BYLAWS

OF

CIRRO GROUP, INC.

(a Texas corporation)

ARTICLE I

Offices and Fiscal Year

SECTION 1.01. Registered Office and Agent. The registered office of the corporation shall be 350 N. St. Paul Street, Dallas, TX 75201. The registered agent at such address shall be CT Corporation System.

SECTION 1.02. Other Offices. The corporation may also have offices at such other places within or without the State of Texas as the Board of Directors may from time to time determine or the business of the corporation requires.

SECTION 1.03. Fiscal Year. The fiscal year of the corporation shall be the calendar year unless otherwise fixed by resolution of the Board of Directors.

ARTICLE II

Meetings of Shareholders

SECTION 2.01. Place and Time of Meetings. Meetings of shareholders shall be held at such place, either within or without the State of Texas, and at such time as may be provided in the notice of the meeting and approved by the Chairman of the Board of Directors (the "Chairman"), the President or the Board of Directors.

SECTION 2.02. Presiding Officer; Secretary. The Chairman shall preside over all meetings of the shareholders. If he or she is not present, or if there is none in office, the President or a Vice President shall preside, or, if none be present, a Chairman shall be elected by the meeting. The Secretary of the Company shall act as secretary of all the meetings, if present. If he or she is not present, the Chairman shall appoint a secretary of the meeting.

SECTION 2.03. Annual Meeting. The annual meeting of shareholders shall be held on the third Tuesday in May of each year or on such date as may be designated by resolution of the Board of Directors from time to time for the purpose of electing directors and conducting such other business as may properly come before the meeting.

SECTION 2.04. Special Meetings. Special meetings of the shareholders may be called by the Chairman, the President or the Board of Directors and shall be called by the Secretary upon demand of shareholders as required by law. Only business within the purpose or purposes described in the notice for a special meeting of shareholders may be conducted at the meeting.

SECTION 2.05 Record Dates. The record date for determining shareholders entitled to demand a special meeting is the date the first shareholder signs the demand that the meeting be held.

Except as is provided in the preceding paragraph the Board of Directors may fix, in advance, a record date to make a determination of shareholders for any purpose, such date to be not more than 70 days before the meeting or action requiring a determination of shareholders. If no such record date is set for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders, or for the determination of shareholders entitled to receive payment of a dividend, then the record date shall be the close of business on the day before the date on which the first notice is given or the date on which the resolution of the Board of Directors declaring such dividend is adopted, as the case may be.

When a determination of shareholders entitled to notice of or to vote at any meeting of shareholders has been made, such determination shall be effective for any adjournment of the meeting unless the Board of Directors fixes a new record date, which it shall do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting.

SECTION 2.06 Notice of Meetings. Written notice stating the place, day and hour of each meeting of shareholders and, in case of a special meeting, the purpose or purposes for which the meeting is called shall be given not less than 10 nor more than 60 days before the date of the meeting (except when a different time is required in these Bylaws or by law) either personally or by mail, electronic mail, telecopy facsimile or other form of wire or wireless communication, or by private courier to each shareholder of record entitled to vote at such meeting and to such nonvoting shareholders as may be required by law. If mailed, such notice shall be deemed to be effective when deposited in first class United States mail with postage thereon prepaid and addressed to the shareholder at his or her address as it appears on the share transfer books of the Company. If given in any other manner, such notice shall be deemed to be effective (i) when given personally or by telephone, (ii) when sent by electronic mail, telecopy facsimile or other form of wire or wireless communication or (iii) when given to a private courier to be delivered.

If a meeting is adjourned to a different date, time or place, notice need not be given if the new date, time or place is announced at the meeting before adjournment. However, if a new record date for an adjourned meeting is fixed, notice of the adjourned

meeting shall be given to shareholders as of the new record date unless a court provides otherwise.

SECTION 2.07. Quorum and Voting Requirements. Unless otherwise required by law, a majority of the votes entitled to be cast on a matter constitutes a quorum for action on that matter. Once a share is represented for any purpose at a meeting, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is or shall be set for that adjourned meeting. If a quorum exists, action on a matter, other than the election of directors, is approved if the votes cast favoring the action exceed the votes cast opposing the action unless a greater or different number of affirmative votes is required by law or the Articles of Incorporation or these Bylaws. Directors shall be elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present. Less than a quorum may adjourn a meeting.

SECTION 2.08. Action Without Meeting. Action required or permitted to be taken at a meeting of the shareholders may be taken without a meeting and without action by the Board of Directors if the action is taken by all the shareholders entitled to vote on the action. The action shall be evidenced by one or more written consents describing the action taken, signed by all the shareholders entitled to vote on the action and delivered to the Secretary for inclusion in the minutes or filing with the corporate records. The form of written consent may include an electronic transmission. Action taken by unanimous consent shall be effective according to its terms when all consents are in the possession of the Company unless the consent specifies a different effective date, in which event the action taken shall be effective as of the date specified therein provided that the consent states the date of execution by each shareholder. A shareholder may withdraw a consent only by delivering a written notice of withdrawal to the Company prior to the time that all consents are in the possession of the Company.

If not otherwise fixed pursuant to the provisions of Section 2.05, the record date for determining shareholders entitled to take action without a meeting is the date the first shareholder signs the consent described in the preceding paragraph.

ARTICLE III

Board of Directors

SECTION 3.01. General Powers. The Company shall have a Board of Directors. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors, subject to any limitation set forth in the Articles of Incorporation, and so far as this delegation of authority is not inconsistent with the laws of the State of Texas, with the Articles of Incorporation or with these Bylaws.

SECTION 3.02. Number, Term and Election. The number of directors of the Company may be fixed or changed from time to time by resolution of the Board of Directors but shall not be less than one (1) nor more than ten (10) directors. A decrease in the number of directors shall not shorten the term of any incumbent director. Each director shall hold office until his or her death, resignation, retirement or removal or until his or her successor is elected.

SECTION 3.03. Removal; Vacancies. The shareholders may remove one or more directors, with or without cause, if the number of votes cast for such removal constitutes a majority of the votes entitled to be cast at an election of directors. A director may be removed by the shareholders only at a meeting called for the purpose of removing him or her and the meeting notice must state that the purpose, or one of the purposes of the meeting, is removal of the director.

A vacancy on the Board of Directors, including a vacancy resulting from the removal of a director or an increase in the number of directors, may be filled by (i) the shareholders, (ii) the Board of Directors or (iii) the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors and may, in the case of a resignation that will become effective at a specified later date, be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

SECTION 3.04. Annual and Regular Meetings. An annual meeting of the Board of Directors, which shall be considered a regular meeting, shall be held immediately following each annual meeting of shareholders for the purpose of electing officers and carrying on such other business as may properly come before the meeting. The Board of Directors may also adopt a schedule of additional meetings which shall be considered regular meetings. Regular meetings shall be held at such times and at such places, within or without the State of Texas, as the Chairman, the President or the Board of Directors shall designate from time to time. If no place is designated, regular meetings shall be held at the principal office of the Company.

SECTION 3.05. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman, the President or a majority of the directors of the Company and shall be held at such times and at such places, within or without the State of Texas, as the person or persons calling the meetings shall designate. If no such place is designated in the notice of a meeting, it shall be held at the principal office of the Company.

SECTION 3.06. Notice of Meetings. No notice need be given of regular meetings of the Board of Directors.

Notices of special meetings of the Board of Directors shall be given to each director in person or delivered to his or her residence or business address (or such other place as he may have directed in writing) not less than twenty-four (24) hours before the meeting by mail, electronic mail, messenger, telecopy facsimile or other

means of written communication or by telephoning such notice to him or her. Any such notice shall be given by the Secretary, the directors or the officer calling the meeting and shall set forth the time and place of the meeting and state the purpose for which it is called.

SECTION 3.07. Waiver of Notice; Attendance at Meeting. A director may waive any notice required by law, the Articles of Incorporation or these Bylaws before or after the date and time stated in the notice and such waiver shall be equivalent to the giving of such notice. Except as provided in the next paragraph of this section, the waiver shall be in writing or reproduced from an electronic transmission, signed by the director entitled to the notice and filed with the minutes or corporate records.

A director's attendance at or participation in a meeting waives any required notice to him or her of the meeting unless the director, at the beginning of the meeting or promptly upon his or her arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

SECTION 3.08. Quorum; Voting. A majority of the number of directors fixed in accordance with these Bylaws shall constitute a quorum for the transaction of business at a meeting of the Board of Directors. If a quorum is present when a vote is taken, the affirmative vote of a majority of the directors present is the act of the Board of Directors except as otherwise provided by law, the Articles of Incorporation or these Bylaws. A director who is present at a meeting of the Board of Directors or a committee of the Board of Directors when corporate action is taken is deemed to have assented to the action taken unless (i) he or she objects, at the beginning of the meeting or promptly upon his or her arrival, to holding it or transacting specified business at the meeting or (ii) he or she votes against or abstains from the action taken.

SECTION 3.09. Telephonic Meetings. The Board of Directors may permit any or all directors to participate in a regular or special meeting by or conduct the meeting through the use of any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means is deemed to be present in person at the meeting.

SECTION 3.10. Action Without Meeting. Action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if the action is taken by all members of the Board. The action shall be evidenced by one or more written consents stating the action taken, signed by each director either before or after the action is taken and included in the minutes or filed with the corporate records. The form of written consent may include an electronic transmission. Action taken under this section shall be effective when the last director signs the consent unless the consent specifies a different effective date, in which event the action taken is effective as of the date specified therein, provided the consent states the date of execution by each director.

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SECTION 3.11. Compensation of Directors. The Board of Directors may fix the compensation of directors and may provide for the payment of all expenses incurred by them in attending meetings of the Board of Directors.

ARTICLE IV

Officers

SECTION 4.01. Officers. The officers of the Company shall be a President and a Secretary and, in the discretion of the Board of Directors, a Chairman of the Board of Directors, one or more Vice-Presidents, a Treasurer and such other officers as may be deemed necessary or advisable to carry on the business of the Company. Any two or more offices may be held by the same person unless otherwise required by law. The Board of Directors may designate the Chief Executive Officer.

SECTION 4.02. Election; Term. The officers of the Company shall be a President and a Secretary and, in the discretion of the Board of Directors, a Chairman of the Board of Directors, one or more Vice-Presidents, a Treasurer and such other officers as may be deemed necessary or advisable to carry on the business of the Company. Any two or more offices may be held by the same person unless otherwise required by law. The Board of Directors may designate the Chief Executive Officer.

SECTION 4.03. Removal of Officers. The Board of Directors may remove any officer at any time, with or without cause.

SECTION 4.04. Duties of Officers. The President and the other officers shall have such powers and duties as generally pertain to their respective offices as well as such powers and duties as may be delegated to them from time to time by the Board of Directors. The President and each Vice President shall have authority to sign certificates for shares of stock, bonds, deeds and all manner of contracts necessary, expedient in or incident to the conduct of the Company's business and to delegate such authority in accordance with the Company's policies and procedures, in such manner as may be approved by the President.

ARTICLE V

Share Certificates

SECTION 5.01. Entitlement. Every shareholder shall be entitled to a certificate or certificates for shares of record owned by him or her in such form as may be prescribed by the Board of Directors. Such certificates shall be signed by the President or a Vice President and by the Treasurer or an Assistant Treasurer or the Secretary or

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an Assistant Secretary.

SECTION 5.02. Authorization to Issue. Notwithstanding the foregoing, the Board of Directors may authorize the issue of some or all of the shares of any or all of its classes or series without certificates. Within a reasonable time after the issue or transfer of shares without certificates, the Company shall send the shareholder a written statement of the information required on certificates by the Texas Business Corporation Act or other applicable law.

SECTION 5.03. Transfer of Shares. Shares may be transferred by delivery of the certificate accompanied either by an assignment in writing on the back of the certificate or by a written power of attorney to sell, assign and transfer the same on the books of the Company, signed by the person appearing from the certificate to be the owner of the shares represented thereby, and shall be transferable on the books of the Company upon surrender thereof so assigned or endorsed. The person registered on the books of the Company as the owner of any shares shall be entitled exclusively, as the owner of such shares, to receive dividends and to vote in respect thereof.

ARTICLE VI

Miscellaneous Provisions

SECTION 6.01. Voting of Shares Held. Unless the Board of Directors shall otherwise provide, the Chairman of the Board of Directors, the President, any Vice President, or the Secretary may from time to time appoint one or more attorneys-in-fact or agents of the Company, in the name and on behalf of the Company, to cast the votes that the Company may be entitled to cast as a shareholder or otherwise in any other corporation, any of whose stock or securities of which may be held by the Company, at the meeting of the holders of any such other corporation, or to consent in writing to any action by any such other corporation, and may instruct the person or persons so appointed as to the manner of casting such votes or giving such consent, and may execute or cause to be executed on behalf of the Company such written proxies, consents, waivers of other instruments as he or she may deem necessary or proper; or either the Chairman of the Board of Directors, the President or the Secretary may himself or herself attend any meeting of the shareholders of any such other corporation and thereat vote or exercise any or all other powers of the Company as the shareholder of such other corporation.

SECTION 6.02. Corporate Seal. In the discretion of the officers, the Company may have a corporate seal. If created, the corporate seal of the Company shall consist of a flat-faced circular die, of which there may be any number of counterparts, on which there shall be engraved the word "Seal" and the name of the Company.

SECTION 6.03. Fiscal Year. The fiscal year of the Company shall be

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determined in the discretion of the Board of Directors, but in the absence of any such determination it shall be the calendar year.

SECTION 6.04. Amendments. These Bylaws may be amended or repealed, and new Bylaws may be made at any regular or special meeting of the Board of Directors. Bylaws made by the Board of Directors may be repealed or changed and new Bylaws may be made by the shareholders, and the shareholders may prescribe that any Bylaw made by them shall not be altered, amended or repealed by the Board of Directors.

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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)

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

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

Eric

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STATE OF NEW YORK
DEPARTMENT OF STATE

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BY: _____ [ILLEGIBLE]
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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.

UNDER SECTION 402 OF THE BUSINESS CORPORATION LAW

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Filed By:

Watson, Bennett, Colligan, Johnson et al
600 Fleet Bank Building - 12 Fountain Plaza
Buffalo NY 14202

D. C. -08

ROUTINE

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24 HOUR

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AMENDED & RESTATED BY - LAWS

OF

Energy Curtailment Specialists, Inc.
(a New York corporation)

AUGUST 22, 2013

ARTICLE ISHAREHOLDERS

1. CERTIFICATES REPRESENTING SHARES. Certificates representing shares shall set forth thereon the statements prescribed by Section 508, and, where applicable, by Sections 505, 616, 620 and 1002, of the Business Corporation Law and by any other applicable provision of law and shall be signed by the Chairman or a Vice-Chairman of the Board of Directors, if any, or by the President or a Vice-President and by the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer and may be sealed with the corporate seal or a facsimile thereof. The signatures of the officers upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent or registered by a registrar other than the corporation itself or its employee, or if the shares are listed on a registered national security exchange. 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, it may be issued by the corporation with the same effect as if he were such officer at the date of its issue.

A certificate representing shares shall not be issued until the full amount of consideration therefor has been paid except as Section 504 of the Business Corporation Law may otherwise permit.

The corporation may issue a new certificate for shares in place of any certificate theretofore issued by it, alleged to have been lost or destroyed, and the Board of Directors may require the owner of any lost or destroyed certificate, or his legal representative, to give the corporation a bond, in such form and amount as the Board of Directors may require and with such surety or sureties as the Board of Directors may approve, sufficient to indemnify the corporation against any claim that may be made against it on account of the alleged loss or destruction of any such certificate or the issuance of any such new certificate.

2. FRACTIONAL SHARE INTERESTS. The corporation may issue certificates for fractions of a share which shall entitle the holder, in proportion to his fractional holdings, to exercise voting rights, receive dividends, and participate in liquidating distributions; or it may pay in cash the fair value of fractions of a share as of the time when those entitled to receive such fractions are determined; or it may issue scrip in registered or bearer form over the manual or facsimile signature

of an officer of the corporation or of its agent, exchangeable as therein provided for full shares, but such scrip shall not entitle the holder to any rights of a shareholder except as therein provided.

3. SHARE TRANSFERS. Upon compliance with provisions restricting the transferability of shares, if any, transfers of shares of the corporation shall be made only on the share record of the corporation by the registered holder thereof, or by his attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the corporation or with a transfer agent or a registrar, if any, and on surrender of the certificate or certificates for such shares properly endorsed and the payment of all taxes due thereon.

4. RECORD DATE FOR SHAREHOLDERS. For the purpose of determining the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to or dissent from any proposal without a meeting, or for the purpose of determining shareholders entitled to receive payment of any dividend or the allotment of any rights, or for the purpose of any other action, the Board of Directors may fix, in advance, a date as the record date for any such determination of shareholders. Such date shall not be more than sixty days nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action. If no record date is fixed, the record date for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of the business on the day next preceding the day on which notice is given, or, if no notice is given, the day on which the meeting is held. The record date for determining shareholders for any purpose other than that specified in the preceding sentence shall be at the close of business on the day on which the resolution of the Board of Directors relating thereto is adopted. When a determination of shareholders of record entitled to notice of or to vote at any meeting of shareholders has been made as provided in this paragraph, such determination shall apply to any adjournment thereof, unless the Board of Directors fix a new record date under this paragraph for the adjourned meeting.

5. SHAREHOLDER MEETINGS.

• TIME. A meeting of the shareholders shall be held annually for the election of directors and the transaction of other business within five (5) months of the end of the fiscal year of the corporation on the date fixed, from time to time, by the Board of Directors. A special meeting shall be held on the date fixed by the Board of Directors except when the Certificate of Incorporation or the Business Corporation Law confers the right to fix the date upon shareholders.

• PLACE. Annual meetings and special meetings shall be held at such place, within or without the State of New York, as the Board of Directors may, from time to time, fix. Whenever the Board of Directors shall fail to fix such place, or, whenever shareholders entitled to call a special meeting shall call the same, the meeting shall be held at the office of the corporation in the State of New York.

• CALL. Annual meetings may be called by the Board of Directors or by any officer instructed by the Board of Directors to call the meeting. Special meetings may be called in like manner except when the Board of Directors are required by the Certificate of Incorporation or the Business Corporation Law to call a meeting in a different manner, or except when the shareholders

are entitled by the Certificate of Incorporation or the Business Corporation Law to demand the call of a meeting in a different manner.

• **NOTICE OR ACTUAL OR CONSTRUCTIVE WAIVER OF NOTICE.** Notice of all meetings shall be given, stating the place, date, and hour of the meeting, and, unless it is an annual meeting, indicating that it is being issued by or at the direction of the person or persons calling the meeting. The notice of a special meeting shall in all instances state the purpose or purposes for which the meeting is called; and, at any such meeting, only such business may be transacted which is related to the purpose or purposes set forth in the notice. If any action is proposed to be taken which would, if taken, entitle shareholders to receive payment for their shares pursuant to Section 623 of the Business Corporation Law, the notice of such meeting shall include a statement of that purpose and to that effect and shall be accompanied by a copy of Section 623 of the Business Corporation Law or an outline of its material terms. Notice of any meeting of shareholders may be written or electronic. Notice of any meeting shall be given not fewer than ten days nor more than sixty days before the date of the meeting, provided, however, a copy of such notice may be given by third class mail not fewer than twenty-four days nor more than sixty days before the date of the meeting to each shareholder entitled to vote at such meeting. Notice by mail shall be deemed to be given when deposited, with postage thereon prepaid, in a post office or official depository under the exclusive care and custody of the United States post office department addressed as set forth in Section 605(a) of the Business Corporation Law. If transmitted electronically, such notice is given when directed to the shareholder's electronic mail address as supplied by the shareholder to the Secretary of the corporation or as otherwise directed pursuant to the shareholder's authorization or instructions. If a meeting is adjourned to another time or place, and, if any announcement of the adjourned time or place is made at the meeting, it shall not be necessary to give notice of the adjourned meeting unless the Board of Directors, after adjournment, fix a new record date for the adjourned meeting. Notice of a meeting need not be given to any shareholder who submits a waiver of notice before or after the meeting. Waiver of notice may be written or electronic. If written, the waiver must be executed by the shareholder or the shareholder's authorized officer, director, employee or agent by signing such waiver or causing his or her signature to be affixed to such waiver by any reasonable means, including, but not limited to, facsimile signature. If electronic, the transmission of the waiver must either set forth or be submitted with information from which it can reasonably be determined that the transmission was authorized by the shareholder. The attendance of a shareholder at a meeting without protesting prior to the conclusion of the meeting the lack of notice of such meeting shall constitute a waiver of notice by him.

• **SHAREHOLDER LIST AND CHALLENGE.** A list of shareholders as of the record date, certified by the Secretary or other officer responsible for its preparation or by the transfer agent, if any, shall be produced at any meeting of shareholders upon the request thereof or prior thereto of any shareholder. If the right to vote at any meeting is challenged, the inspectors of election, if any, or the person presiding thereat, shall require such list of shareholders to be produced as evidence of the right of the persons challenged to vote at such meeting, and all persons who appear from such list to be shareholders entitled to vote thereat may vote at such meeting.

• **CONDUCT OF MEETING.** All meetings of shareholders shall be presided over by the President, or if he is not present, by a Vice-President, or if neither the President nor Vice-

President is present, by a chairman thereby chosen by the shareholders at the meeting. The Secretary of the corporation, or in his absence, an Assistant Secretary, shall act as secretary of every meeting but if neither the Secretary nor Assistant Secretary is present, the chairman of the meeting shall appoint any person present to act as secretary of the meeting.

• **PROXY REPRESENTATION.** Every shareholder may authorize another person or persons to act for him by proxy in all matters in which a shareholder is entitled to participate, whether voting or participating at a meeting, or expressing consent or dissent without a meeting. No proxy shall be valid after the expiration of eleven months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the shareholder executing it, except as otherwise provided by Section 609 of the Business Corporation Law.

• **INSPECTORS - APPOINTMENT.** Inspectors may be appointed in the manner prescribed by the provisions of Section 610 of the Business Corporation Law, but need not be appointed except as otherwise required by those provisions.

• **QUORUM.** Except for a special election of directors pursuant to Section 603(b) of the Business Corporation Law, and except as herein otherwise provided, the holders of a majority of the votes of shares entitled to vote at a meeting shall constitute a quorum at a meeting of shareholders for the transaction of any business, provided that when a specified item of business is required to be voted on by a class or series, voting as a class, the holders of a majority of the shares of such a class or series shall constitute a quorum for the transaction of such specified item of business. When a quorum is once present to organize a meeting, it is not broken by the subsequent withdrawal of any shareholders. The shareholders present may adjourn the meeting despite the absence of a quorum.

• **VOTING.** At a meeting of the shareholders for the election of directors, directors shall be elected by a plurality of the votes cast by the holders of the shares entitled to vote in the election, unless otherwise required by the Certificate of Incorporation or the Business Corporation Law. Any other action at a meeting of the shareholders shall be authorized by a majority of the votes cast in favor of or against such action by the holders of the shares entitled to vote in the election, unless otherwise required by the Certificate of Incorporation or the Business Corporation Law or by a bylaw adopted by the shareholders.

6. **SHAREHOLDER ACTION WITHOUT MEETINGS.** Whenever under the provisions of the Business Corporation Law shareholders are required or permitted to take any action by vote, such action may be taken without a meeting on written consent, signed by the holders of all outstanding shares entitled to vote thereon or, if the Certificate of Incorporation so permits, signed by the holders of outstanding shares 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, in accordance with the provisions of Section 615 of the Business Corporation Law.

GOVERNING BOARD

1. FUNCTIONS. Subject to a contrary provision in the Certificate of Incorporation, the business of the corporation shall be managed under the direction of its Board of Directors notwithstanding that only one director legally constitutes the Board.

2. QUALIFICATIONS AND NUMBER. Each director shall be at least eighteen years of age. The number of directors of the corporation may be determined from time to time by resolution adopted by the shareholders, except that there shall be no less than one director. The number of directors may be increased or decreased by action of shareholders or of the Board of Directors, provided that any action of the Board of Directors to effect such increase or decrease shall require the vote of a majority of the entire Board. No decrease shall shorten the term of any incumbent director.

3. ELECTION AND TERM. The first Board of Directors shall be elected by the incorporator or incorporators and shall hold office until the first annual meeting of shareholders. Thereafter, directors who are elected at an annual meeting of shareholders, and directors who are elected in the interim by the shareholders to fill vacancies and newly created directorships, shall hold office until the next annual meeting of shareholders and until their successors have been elected and qualified; and directors who are elected in the interim by the Board of Directors to fill vacancies and newly created directorships shall hold office until the next meeting of shareholders at which the election of directors is in the regular order of business and until their successors have been elected and qualified. Unless otherwise set forth in the Certificate of Incorporation, in the interim between annual meetings of shareholders or of special meetings of shareholders called for the election of directors, newly created directorships and any vacancies in the Board of Directors, including vacancies resulting from the removal of directors for cause or without cause, may be filled by the vote of the remaining directors then in office.

4. MEETINGS.

• TIME. Meetings shall be held at such time as the Board shall fix, except that the first meeting of a newly elected Board shall be held as soon after its election as the directors may conveniently assemble.

• PLACE. Unless otherwise set forth in the Certificate of Incorporation, meetings shall be held at such place within or without the State of New York as shall be fixed by the Board.

• CALL. No notice shall be required for regular meetings for which the time and place have been fixed. Special meetings may be called, upon notice, by or at the direction of the Chairman of the Board, if any, or the President, or of a majority of the directors in office.

• NOTICE OR ACTUAL OR CONSTRUCTIVE WAIVER. The notice of any meeting need not specify the purpose of the meeting. Any requirement of furnishing a notice shall be waived by any director who signs a waiver of notice before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to him.

• QUORUM AND ACTION. Unless a greater proportion is required by the Certificate of Incorporation, a majority of the entire Board shall constitute a quorum except when a vacancy or vacancies prevents such majority, whereupon a majority of the directors in office shall constitute a quorum, provided such majority shall constitute at least one-third of the entire Board. Except as otherwise required by the Business Corporation Law, a majority of the directors present, whether or not a quorum is present, may adjourn a meeting to another time and place.

Unless restricted by the Certificate of Incorporation, any one or more members of the Board of Directors or of any committee thereof may participate in a meeting of the Board or of any such committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time, and participation by such means shall constitute presence in person at the meeting.

• CHAIRMAN OF THE MEETING. The Chairman of the Board, if any and if present and acting, shall preside at all meetings. Otherwise any other director chosen by the Board, shall preside.

5. RESIGNATION AND REMOVAL OF DIRECTORS. Subject to any applicable contract rights and duties, any director of the corporation, or any member of any committee, may resign at any time by giving written notice to the Board of Directors, the President or the secretary of the corporation and any such resignation shall take effect at the time specified therein or, if the time be not specified therein, upon receipt thereof. The acceptance of such resignation shall not be necessary to make it effective. Any or all of the directors may be removed for cause or without cause by the shareholders.

6. COMMITTEES. The Board of Directors, by resolution adopted by a majority of the entire Board of Directors, may designate from their number one or more directors to constitute an Executive Committee and other committees, each of which, to the extent provided in the resolution designating it, shall have the authority of the Board of Directors with the exception of any authority the delegation of which is prohibited by Section 712 of the Business Corporation Law. The Board of Directors shall have the power at any time to fill vacancies in, change the membership of, or dissolve any such committees. The Board may also designate one or more directors as alternate members of any such committee who may replace any absent member or members at any meeting thereof.

• MEETINGS OF COMMITTEES. Committees established by the Board of Directors may meet either regularly at stated times or on special notice. Such committees may make rules for the holding and conduct of their meetings.

7. WRITTEN ACTION. Unless restricted by the Certificate of Incorporation, any action required or permitted to be taken by the Board of Directors or by any committee thereof may be taken without a meeting if all of the members of the Board of Directors or of such committee consent in writing to the adoption of a resolution authorizing the action. The resolution and the

written consents thereto by the members of the Board of Directors or of such committee shall be filed with the minutes of the proceedings of the Board of Directors or of such committee.

ARTICLE III

OFFICERS

Unless reserved to the shareholders in the Certificate of Incorporation, the Board of Directors may elect or appoint a Chairman of the Board of Directors, a President, one or more Vice-Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, one or more Assistant Treasurers, and such other officers as they may determine. Any two or more offices may be held by the same person. When all of the issued and outstanding shares of the corporation are owned by one person, such person may hold all or any combination of offices.

Unless otherwise provided in the resolution of election or appointment or in the Certificate of Incorporation, each officer shall hold office until the meeting of the Board of Directors following the next annual meeting of shareholders.

Officers shall have the powers and duties defined in the resolutions appointing them.

Unless an officer was elected or appointed by the shareholders, the Board of Directors may remove any officer for cause or without cause.

ARTICLE IV

STATUTORY NOTICES TO SHAREHOLDERS

The Board of Directors may appoint the Treasurer or other fiscal officer and/or the Secretary or any other officer to cause to be prepared and furnished to shareholders entitled thereto any special financial notice and/or any financial statement, as the case may be, which may be required by any provision of law.

ARTICLE V

BOOKS AND RECORDS

The corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of the shareholders, of the Board of Directors, and of any committee which the Board of Directors may appoint, and shall keep at the office of the corporation in the State of New York or at the office of the transfer agent or registrar, if any, in said State, a record containing the names and addresses of all shareholders, the number and class of shares held by each, and the dates when they respectively became the owners of record thereof. Any of the

foregoing books, minutes, or records may be in written form or in any other form capable of being converted into written form within a reasonable time.

ARTICLE VI

CORPORATE SEAL

The corporate seal, if any, shall be in such form as the Board of Directors shall prescribe.

ARTICLE VII

FISCAL YEAR

The fiscal year of the corporation shall be fixed, and shall be subject to change from time to time, by the Board of Directors.

ARTICLE VIII

CONTROL OVER BY-LAWS

The shareholders entitled to vote in the election of directors or the Board of Directors by vote of a majority of the entire Board upon compliance with any statutory requisite may amend or repeal the By-Laws and may adopt new By-Laws, except that the Board of Directors may not amend or repeal any By-Law or adopt any new By-Law, the statutory control over which is vested exclusively in the said shareholders or in the incorporators. By-Laws adopted by the incorporators or Board of Directors may be amended or repealed by the said shareholders.

* * * * *

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:30 PM 06/02/1998
981212636 - 2901850

CERTIFICATE OF FORMATION
of
LIMITED LIABILITY COMPANY

I, Neal Cody, having been duly authorized by the members of Gregory Partners, LLC, the limited liability company formed hereby, DO HEREBY CERTIFY that:

There is, by the filing of this Certificate, formed under the Delaware Limited Liability Company Act (the "Delaware LLC Act") a limited liability company to be known as Gregory Partners, LLC (hereinafter referred to as the "Company").

The address of the registered office of the Company in the State of Delaware is:

c/o The Corporation Trust Company
1209 Orange Street
Wilmington, Delaware 19801

The name and address of the registered agent for service of process required to be maintained by section 18-104 of the Delaware LLC Act is:

The Corporation Trust Company
1209 Orange Street
Wilmington, Delaware 19801

IN WITNESS WHEREOF, Neal Cody executed this Certificate this 1st day of June, 1998.

/s/ Neal Cody
Neal Cody, Authorized Person

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 10:00 AM 06/03/2002
020353378 - 2901850

CERTIFICATE OF RESIGNATION OF REGISTERED AGENT
OF
GREGORY PARTNERS, LLC
(DELAWARE LIMITED LIABILITY COMPANY)

Pursuant to Section 18-104 of the Delaware Limited Liability Company Law of Delaware, THE CORPORATION TRUST COMPANY hereby resigns as registered agent of GREGORY PARTNERS, LLC but such resignation shall not become effective for 30 days.

Written notice of resignation was given to the Limited Liability Company on March 14, 2002, by mail or delivery to the company at its last known address as shown on our records, said date being at least 30 days prior to the filing of this Certificate of Resignation.

Dated: May 23, 2002

THE CORPORATION TRUST COMPANY

By /s/ Kenneth J. Uva
KENNETH J. UVA
VICE PRESIDENT

ATTEST

By /s/ Theresa Alfieri
THERESA ALFIERI
ASSISTANT SECRETARY

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 02:30 PM 09/12/2002
020570526 - 2901850

STATE OF DELAWARE
CERTIFICATE OF REVIVAL OF
A DELAWARE LIMITED LIABILITY COMPANY
PURSUANT TO TITLE 6, SEC. 18-1109

1. Name of Limited Liability Company Gregory Partners, LLC
2. Date of original filing with Delaware Secretary of State June 2, 1998
3. The name and address of the registered agent is The Corporation Trust Company Corporation Trust Center, 1209 Orange Street, Wilmington DE 19801
4. (Insert any other matters the members determine to include herein).

Address for Notices: c/o Gregory Power Partners, L.P.
Attn: Dennis O'Donnell
Old Town Square
One Chisholm Trail ste 5150, Round Rock TX 78681
Telephone: (512) 246-7767 Fax: (512) 246-7580

5. This Certificate of Revival is being filed by one or more persons authorized to Execute and file the Certificate of Revival.

I, Dennis T. O'Donnell, Authorized Person of the above named limited liability company do hereby certify that this limited liability company is paying all annual taxes, penalties and interest due to the State of Delaware.

By: _____ /s/ Dennis T. O'Donnell
Authorized Person

Name: _____ Dennis T. O'Donnell
Print or Type

**AMENDED & RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
GREGORY PARTNERS, LLC
a Delaware Limited Liability Company**

THIS AMENDED & RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “**Agreement**”) of Gregory Partners, LLC (the “**Company**”), dated as of August 7, 2013 is adopted by, and executed and agreed to, for good and valuable consideration, by the Sole Member of the Company, NRG Texas Gregory LLC, a Delaware limited liability company.

WHEREAS, pursuant to the Assignment and Assumption Agreement adopted by, and executed and agreed to by the Sole Member of the Company, NRG Texas Gregory 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 Gregory Partners, 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.

1

“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 “Gregory Partners, 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.

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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.

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(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

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 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

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.

* * * * *

SOLE MEMBER:

NRG TEXAS GREGORY LLC

Its: Sole Member

By: /s/ Lynne P. Wittkamp

Name: Lynne P. Wittkamp

Title: Assistant Secretary

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SCHEDULE A

MEMBERS	UNITS
NRG Texas Gregory LLC	1,000
TOTAL	1,000

12

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:34 PM 08/29/2013
FILED 04:31 PM 08/29/2013
SRV 131040130 - 5391392 FILE

STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A NON-DELAWARE LIMITED LIABILITY COMPANY TO
A DELAWARE LIMITED LIABILITY COMPANY PURSUANT TO
SECTION 18-214 OF THE LIMITED LIABILITY ACT

- 1.) The jurisdiction where the Non-Delaware Limited Liability Company first formed is Texas.
- 2.) The jurisdiction immediately prior to filing this Certificate is Texas.
- 3.) The date the Non-Delaware Limited Liability Company first formed is 8/28/13.
- 4.) The name of the Non-Delaware Limited Liability Company immediately prior to filing this Certificate is Gregory Power Partners LLC.
- 5.) The name of the Limited Liability Company as set forth in the Certificate of Formation is Gregory Power Partners LLC.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 29th day of August, A.D. 2013.

By: _____ /s/ Lynne P. Wittkamp
Authorized Person

Name: _____ Lynne P. Wittkamp
Print or Type

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:34 PM 08/29/2013
FILED 04:31 PM 08/29/2013
SRV 131040130 - 5391392 FILE

STATE of DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE of FORMATION

- **First:** The name of the limited liability company is Gregory Power Partners 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.

- **Third:** (Insert any other matters the members determine to include herein.)

In Witness Whereof, the undersigned have executed this Certificate of Formation this 29th day of August, 2013.

By: _____ /s/ Lynne P. Wittkamp
Authorized Person(s)

Name: _____ Lynne P. Wittkamp
Typed or Printed

**LIMITED LIABILITY COMPANY AGREEMENT
OF
GREGORY POWER PARTNERS LLC
a Delaware Limited Liability Company**

THIS LIMITED LIABILITY COMPANY AGREEMENT (this “**Agreement**”) of Gregory Power Partners LLC (the “**Company**”), dated as of August 29, 2013 is adopted by, and executed and agreed to, for good and valuable consideration, by the Sole Member of the Company, NRG Texas Gregory 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 Gregory Power Partners 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.

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“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 “Gregory Power Partners 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).

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(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.

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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

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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.

7.3 *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

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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 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

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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

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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.

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IN WITNESS WHEREOF, the Sole Member has executed this Agreement as of the date first set forth above.

SOLE MEMBER:

NRG TEXAS GREGORY LLC
Its: Sole Member

By: /s/ Lynne P. Wittkamp
Name: Lynne P. Wittkamp
Title: Assistant Secretary

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SCHEDULE A

MEMBERS	UNITS
NRG TEXAS GREGORY LLC	1,000
TOTAL	1,000

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State of Delaware
Secretary of State
Division of Corporations
Delivered 01:48 PM 05/19/2014
FILED 01:43 PM 05/19/2014
SRV 140656482 - 5143039 FILE

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT

- 1. Name of Limited Liability Company: Green Mountain Energy Company (NY COM) 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 Business Solutions LLC

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 19th day of May, A.D. 2014.

By: /s/ Elizabeth McCormack
Authorized Person(s)

Name: Elizabeth McCormack
Print or Type

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:58 PM 04/20/2012
FILED 01:40 PM 04/20/2012
SRV 120455807 - 5143039 FILE

CERTIFICATE OF FORMATION
OF
GREEN MOUNTAIN ENERGY COMPANY (NY COM) LLC

- 1. Name: The name of the limited liability company is Green Mountain Energy Company (NY COM) 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 Lynne Przychodzki, NRG Energy, Inc., 211 Carnegie Center, Princeton, NJ 08540.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Green Mountain Energy Company (NY COM) LLC this 19th day of April, 2012.

/s/ Lynne Przychodzki
Lynne Przychodzki
Authorized Person

**SECOND AMENDED & RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
GREEN MOUNTAIN ENERGY COMPANY (NY COM) LLC
a Delaware Limited Liability Company**

THIS SECOND AMENDED & RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “**Agreement**”) of Green Mountain Energy Company (NY COM) LLC (the “**Company**”), dated as of May 19, 2014 is adopted by, and executed and agreed to, for good and valuable consideration, by the Sole Member of the Company, Reliant Energy Northeast LLC, a Delaware limited liability company.

WHEREAS, pursuant to the Certificate of Amendment of Green Mountain Energy Company (NY COM) LLC filed with the state of Delaware on May 19, 2014, the name of the Company was effectively changed to NRG Business Solutions LLC; and

**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 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.

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“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 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.

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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.

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(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 dissolution date set forth in the Certificate, if one is stated.

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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,

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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.

* * * * *

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IN WITNESS WHEREOF, the Sole Member has executed this Agreement as of the date first set forth above.

SOLE MEMBER:

Reliant Energy Northeast LLC

Its: Sole Member

By: /s/ Lynne P. Wittkamp

Name: Lynne P. Wittkamp

Title: Assistant Secretary

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SCHEDULE A

MEMBERS	UNITS
Reliant Energy Northeast LLC	1,000
TOTAL	1,000

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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

**AMENDED & RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
NRG CURTAILMENT SOLUTIONS LLC
a Delaware Limited Liability Company**

THIS AMENDED & RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “**Agreement**”) of NRG Curtailment Solutions LLC (the “**Company**”), dated as of August 28, 2013 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.

WHEREAS, pursuant to the Certificate of Amendment of NRG Curtailment Specialists LLC filed with the state of Delaware on August 28, 2013, the name of the Company was effectively changed to NRG Curtailment Solutions 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” means NRG Curtailment 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.

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“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 Curtailment 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.

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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.

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(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 dissolution date set forth in the Certificate, if one is stated.

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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,

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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.

* * * * *

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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/ Brian Curci
Name: Brian Curci
Title: Corporate Secretary

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SCHEDULE A

<u>MEMBERS</u>	<u>UNITS</u>
NRG ENERGY, INC.	1,000
TOTAL	1,000

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State of Delaware
 Secretary of State
 Division of Corporations
 Delivered 04:14 PM 09/11/2013
 FILED 03:36 PM 09/11/2013
 SRV 131078075 - 5397257 FILE

CERTIFICATE OF INCORPORATION
 OF
 NRG ENERGY SERVICES INTERNATIONAL INC.

* * * * *

- 1. The name of the corporation is: NRG Energy Services International Inc.
- 2. The name and address of its registered office in the State of Delaware is:

The Corporation Trust Company
 Corporation Trust Center
 1209 Orange Street
 Wilmington, New Castle County, Delaware 19801

- 3. The nature of the business or purposes to be conducted or promoted is:

To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

- 4. The Corporation is authorized to issue 100 shares of Common Stock with a par value of \$0.01 per share. The subscription of NRG Energy Services Group LLC for the purchase of 100 shares of Common Stock of this Corporation for a total cash price of One Dollar (\$1.00) and no cents be accepted and that, upon payment to this Corporation of the subscription price therefore, there be issued to such subscriber One Hundred (100) shares of Common Stock of this Corporation.

Said shares, when issued as aforesaid, shall be, and hereby are, determined and declared by the board of Directors of this Corporation to be fully paid and not liable to any further call or payment.

- 5. The name and mailing address of each incorporator is as follow:

NAME	MAILING ADDRESS
Elizabeth McCormack	211 Carnegie Center Princeton, NJ 08540

- 6. The corporation is to have perpetual existence.
- 7. In furtherance and not in limitation of the powers conferred by statute, the board of directors is expressly authorized:

To make, alter or repeal the by-laws of the corporation.
 To authorize and cause to be executed mortgages and liens upon the real and

personal property of the corporation.

To set apart out of any of the funds of the corporation available for dividends a reserve or reserves for any proper purpose and to abolish any such reserve in the manner in which it was created.

To designate one or more committees, each committee to consist of one or more of the directors of the corporation. The board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. The by-laws may provide that in the absence or disqualification of a member of a committee, the member or members present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the board of directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the board of directors, or in the by-laws of the corporation, shall have and may exercise all the powers and authority of the board of directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to the following matters: (i) approving or adopting, or recommending to the stockholders, any action or matter (other than the election or removal of directors) expressly required by the General Corporation Law of Delaware to be submitted to stockholders for approval or (ii) adopting, amending or repealing any bylaw of the corporation.

When and as authorized by the stockholders in accordance with law, to sell, lease or exchange all or substantially all of the property and assets of the corporation, including its good will and its corporate franchises, upon such terms and conditions and for such consideration, which may consist in whole or in part of money or property including shares of stock in, and/or other securities of, any other corporation or corporations, as its board of directors shall deem expedient and for the best interests of the corporation.

8. Elections of directors need not be by written ballot unless the by-laws of the corporation shall provide.

Meetings of stockholders may be held within or without the State of Delaware, as the by-laws may provide. The books of the corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the board of directors or in the by-laws of the corporation.

Whenever a compromise or arrangement is proposed between this corporation and its creditors or any class of them and/or between this corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this corporation or of any creditor or stockholder

thereof or on the application of any receiver or receivers appointed for this corporation under the provisions of Section 291 of the General Corporation Law of Delaware or on the application of trustees in dissolution or of any receiver or receivers appointed for this corporation under the provisions of Section 279 of the General Corporation Law of Delaware order a meeting of the creditors or class of creditors, and /or of the stockholders or class of stockholders of this corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this corporation, as the case may be, and also on this corporation.

9. The corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

10. A director of the corporation shall not be personally liable to the corporation 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 corporation 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 General Corporation Law of Delaware, or (iv) for any transaction from which the director derived any improper personal benefit.

THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this Certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 11th day of September, 2013.

/s/ Elizabeth McCormack

Elizabeth McCormack

**BYLAWS
OF
NRG ENERGY SERVICES INTERNATIONAL INC.**

ARTICLE I

Stockholders

Section 1.1. Annual Meetings. An annual meeting of stockholders shall be held for the election of directors at such date, time and place, either within or without the State of Delaware, as may be designated by resolution of the Board of Directors from time to time. Any other proper business may be transacted at the annual meeting.

Section 1.2. Special Meetings. Special meetings of stockholders for any purpose or purposes may be called at any time by the Board of Directors, or by a committee of the Board of Directors which has been duly designated by the Board of Directors and whose powers and authority, as expressly provided in a resolution of the Board of Directors, include the power to call such meetings, but such special meetings may not be called by any other person or persons.

Section 1.3. Notice of Meetings. Whenever stockholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which shall state the place, date and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided by law, the certificate of incorporation or these bylaws, the written notice of any meeting shall be given not less than ten nor more than sixty days before the date of the meeting to each stockholder entitled to vote at such meeting. If mailed, such notice shall be deemed to be given when deposited in the mail, postage prepaid, directed to the stockholder at his, her or its address as it appears on the records of the corporation.

Section 1.4. Adjournments. Any meeting of stockholders, annual or special, may adjourn from time to time to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 1.5. Quorum. Except as otherwise provided by law, the certificate of incorporation or these bylaws, at each meeting of stockholders the presence in person or

by proxy of the holders of shares of stock having a majority of the votes which could be cast by the holders of all outstanding shares of stock entitled to vote at the meeting shall be necessary and sufficient to constitute a quorum. In the absence of a quorum, the stockholders so present may, by majority vote, adjourn the meeting from time to time in the manner provided in Section 1.4 of these bylaws until a quorum shall attend. Shares of its own stock belonging to the corporation or to another corporation, if a majority of the shares entitled to vote in the election of directors of such other corporation is held, directly or indirectly, by the corporation, shall neither be entitled to vote nor be counted for quorum purposes; provided, however, that the foregoing shall not limit the right of the corporation to vote stock, including but not limited to its own stock, held by it in a fiduciary capacity.

Section 1.6. Organization. Meetings of stockholders shall be presided over by the Chairman of the Board, if any, or in his or her absence by the Vice Chairman of the Board, if any, or in his or her absence by the President, or in his or her absence by a Vice President, or in the absence of the foregoing persons by a chairman designated by the Board of Directors, or in the absence of such designation by a chairman chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his or her absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 1.7. Voting; Proxies. Except as otherwise provided by the certificate of incorporation, each stockholder entitled to vote at any meeting of stockholders shall be entitled to one vote for each share of stock held by him, her or it which has voting power upon the matter in question. Each stockholder entitled to vote at a meeting of stockholders may authorize another person or persons to act for him, her or it by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by filing an instrument in writing revoking the proxy or another duly executed proxy bearing a later date with the Secretary of the corporation. Voting at meetings of stockholders need not be by written ballot and need not be conducted by inspectors of election unless so determined by the holders of shares of stock having a majority of the votes which could be cast by the holders of all outstanding shares of stock entitled to vote thereon which are present in person or by proxy at such meeting. At all meetings of stockholders for the election of directors, a plurality of the votes cast shall be sufficient to elect. All other elections and questions shall, unless otherwise provided by law, the certificate of incorporation or these bylaws, be decided by the vote of the holders of shares of stock having a majority of the votes which could be cast by the holders of all shares of stock

entitled to vote thereon which are present in person or represented by proxy at the meeting.

Section 1.8. Fixing Date for Determination of Stockholders of Record. In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled 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 upon which the resolution fixing the record date is adopted by the Board of Directors and which record date: (1) in the case of determination of stockholders entitled to vote at any meeting of stockholders or adjournment thereof, shall, unless otherwise required by law, not be more than sixty nor less than ten days before the date of such meeting; (2) in the case of determination of stockholders entitled to express consent to corporate action in writing without a meeting, shall not be more than ten days from the date upon which the resolution fixing the record date is adopted by the Board of Directors and

(3) in the case of any other action, shall not be more than sixty days prior to such other action. If no record date is fixed: (1) 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; (2) the record date for determining stockholders entitled to express consent to corporate action in writing without a meeting when no prior action of the Board of Directors is required by law, 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 corporation in accordance with applicable law, or, if prior action by the Board of Directors is required by law, shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action and (3) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the 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.

Section 1.9. List of Stockholders Entitled to Vote. The Secretary shall prepare and make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least

ten 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 list shall also be produced and kept at the time and place of the meeting during the whole time thereof and may be inspected by any stockholder who is present. Upon the willful neglect or refusal of the directors to produce such a list at any meeting for the election of directors, they shall be ineligible for election to any office at such meeting. The stock ledger shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list of stockholders or the books of the corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 1.10. Action By Consent of Stockholders. Unless otherwise restricted by the certificate of incorporation, any action required or permitted to 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 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. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE II

Board of Directors

Section 2.1. Number; Qualifications. The Board of Directors shall consist of one or more members, the number thereof to be determined from time to time by resolution of the Board of Directors. Directors need not be stockholders.

Section 2.2. Election; Resignation; Removal; Vacancies. The Board of Directors shall initially consist of the persons named as directors in the certificate of incorporation, or a subsequent action of the incorporator, and each director so elected shall hold office until the first annual meeting of stockholders or until his or her successor is elected and qualified. At the first annual meeting of stockholders and at each annual meeting thereafter, the stockholders shall elect directors, each of whom shall hold office for a term of one year or until his or her successor is elected and qualified. Any director may resign at any time upon written notice to the corporation. Any newly created directorship or any vacancy occurring in the Board of Directors for any cause may be filled by a majority of the remaining members of the Board of Directors, although such majority is less than a quorum, or by a plurality of the votes cast at a meeting of stockholders, and each director so elected shall hold office until the expiration of the

term of office of the director whom he or she has replaced or until his or her successor is elected and qualified.

Section 2.3. Regular Meetings. Regular meetings of the Board of Directors may be held at such places within or without the State of Delaware and at such times as the Board of Directors may from time to time determine, and if so determined, notices thereof need not be given.

Section 2.4. Special Meetings. Special meetings of the Board of Directors may be held at any time or place within or without the State of Delaware whenever called by the President, any Vice President, the Secretary, or by any member of the Board of Directors. Notice of a special meeting of the Board of Directors shall be given by the person or persons calling the meeting at least twenty-four hours before the special meeting.

Section 2.5. Telephonic Meetings Permitted. Members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting thereof by means of conference telephone or similar communications equipment in which all persons participating in the meeting can hear each other, and participation in the meeting pursuant to this bylaw shall constitute presence in person at such meeting.

Section 2.6. Quorum; Vote Required for Action. At all meetings of the Board of Directors a majority of the whole Board of Directors shall constitute a quorum for the transaction of business. Except in cases in which the certificate of incorporation or these bylaws otherwise provide, the vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 2.7. Organization. Meetings of the Board of Directors shall be presided over by the Chairman of the Board, if any, or in his or her absence by the Vice Chairman of the Board, if any, or in his or her absence by the President, or in their absence by a chairman chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his or her absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 2.8. Informal Action by Directors. Unless otherwise restricted by the certificate of incorporation or these bylaws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board of Directors or such committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or such committee.

ARTICLE III

Committees

Section 3.1. Committees. The Board of Directors may, by resolution passed by a majority of the whole Board of Directors, designate one or more committees, each committee to consist of one or more of the directors of the corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of the committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he, she or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of any such absent or disqualified member. Any such committee, to the extent permitted by law and to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation (if any) to be affixed to all papers which may require it.

Section 3.2. Committee Rules. Unless the Board of Directors otherwise provides, each committee designated by the Board of Directors may make, alter and repeal rules for the conduct of its business. In the absence of such rules each committee shall conduct its business in the same manner as the Board of Directors conducts its business pursuant to Article III of these bylaws.

ARTICLE IV

Officers

Section 4.1. Executive Officers; Election; Qualifications; Term of Office; Resignation; Removal; Vacancies. The Board of Directors shall elect a President and Secretary, and it may, if it so determines, choose a Chairman of the Board and a Vice Chairman of the Board from among its members. The Board of Directors may also choose one or more Vice Presidents, one or more Assistant Secretaries, a Treasurer and one or more Assistant Treasurers. Each such officer shall hold office until the first meeting of the Board of Directors after the annual meeting of stockholders next succeeding his or her election, and until his or her successor is elected and qualified or until his or her earlier resignation or removal. Any officer may resign at any time upon written notice to the corporation. The Board of Directors may remove any officer with or without cause at any time, but such removal shall be without prejudice to the contractual rights of such officer, if any, with the corporation. Any number of offices

may be held by the same person. Any vacancy occurring in any office of the corporation by death, resignation, removal or otherwise may be filled for the unexpired portion of the term by the Board of Directors at any regular or special meeting.

Section 4.2. Powers and Duties of Executive Officers. The officers of the corporation shall have such powers and duties in the management of the corporation as may be prescribed by the Board of Directors and, to the extent not so provided, as generally pertain to their respective offices, subject to the control of the Board of Directors. The Board of Directors may require any officer, agent or employee to give security for the faithful performance of his or her duties.

ARTICLE V

Stock

Section 5.1. Certificates. Every holder of stock shall be entitled to have a certificate signed by or in the name of the corporation by the Chairman or a Vice Chairman of the Board of Directors, if any, or the President or a Vice President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary, of the corporation, certifying the number of shares owned by him, her or it in the corporation. Any of or all the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if he or she were such officer, transfer agent or registrar at the date of issue.

Section 5.2. Lost, Stolen or Destroyed Stock Certificates; Issuance of New Certificates. The corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the corporation may require the owner of the lost, stolen or destroyed certificate, or his, her or its legal representative, to give the corporation 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 such new certificate.

ARTICLE VI

Indemnification

Section 6.1. Right to Indemnification. The corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "proceeding") by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, enterprise or non-profit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses reasonably incurred by such person. The corporation shall be required to indemnify a person in connection with a proceeding initiated by such person only if the proceeding was authorized by the Board of Directors of the corporation.

Section 6.2. Repayment of Expenses. The corporation shall pay the expenses incurred in defending any proceeding in advance of its final disposition; provided, however, that the payment of expenses incurred by a director or officer in advance of the final disposition of the proceeding shall be made only upon receipt of an undertaking by the director or officer to repay all amounts advanced if it should be ultimately determined that the director or officer is not entitled to be indemnified under this Article or otherwise.

Section 6.3. Claims. If a claim for indemnification or payment of expenses under this Article is not paid in full within sixty days after a written claim therefor has been received by the corporation the claimant may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the corporation shall have the burden of proving that the claimant was not entitled to the requested indemnification or payment of expenses under applicable law.

Section 6.4. Non-Exclusivity of Rights. The rights conferred on any person by this Article VI shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, provision of the certificate or incorporation, these bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

Section 6.5. Other Indemnification. The corporation's obligation, if any, to indemnify any person who was or is serving at its request as a director, officer, employee

or agent of another corporation, partnership, joint venture, trust, enterprise or non-profit entity shall be reduced by any amount such person may collect as indemnification from such other corporation, partnership, joint venture, trust, enterprise or non-profit entity.

Section 6.6. Amendment or Repeal. Any repeal or modification of the foregoing provisions of this Article VI shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification.

ARTICLE VII

Miscellaneous

Section 7.1. Fiscal Year. The fiscal year of the corporation shall be determined by resolution of the Board of Directors.

Section 7.2. Seal. The Board of Directors shall determine whether or not the corporation shall have a corporate seal. The corporate seal (if any) shall have the name of the corporation inscribed thereon and shall be in such form as may be approved from time to time by the Board of Directors.

Section 7.3. Waiver of Notice of Meetings of Stockholders, Directors and Committees. Any written waiver of notice, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of any regular or special meeting of the stockholders, directors, or members of a committee of directors need be specified in any written waiver of notice.

Section 7.4. Interested Directors; Quorum. No contract or transaction between the corporation and one or more of its directors or officers, or between the corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his, her or their votes are counted for such purpose, if: (1) the material facts as to his, her or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith

authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (2) the material facts as to his, her or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders or (3) the contract or transaction is fair as to the corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof, or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction. Nothing in this Section 7.4 shall be construed to imply that any contract or transaction between the corporation and Northern States Power Company ("NSP"), or between the corporation and any other corporation that is a direct or indirect wholly-owned subsidiary of NSP, shall be void or voidable, whether or not such contract or transaction complies with the requirements of clauses (1), (2) or (3) of the immediately preceding sentence.

Section 7.5. Form of Records. Any records maintained by the corporation in the regular course of its business, including its stock ledger, books of account and minute books, may be kept on, or be in the form of, punch cards, magnetic tape, photographs, microphotographs or any other information storage device, provided that the records so kept can be converted into clearly legible form within a reasonable time. The corporation shall so convert any records so kept upon the request of any person entitled to inspect the same.

Section 7.6. Amendment of Bylaws. These bylaws may be altered or repealed, and new bylaws made, by the Board of Directors, but the stockholders may make additional bylaws and may alter and repeal any bylaws whether adopted by them or otherwise.

State of Delaware
Secretary of State
Division of Corporations
Delivered 08:26 AM 06/11/2014
FILED 08:17 AM 06/11/2014
SRV 140821128 - 5124385 FILE

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT

1. Name of Limited Liability Company: NRG Unemployment Protections 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 Portable Power LLC

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 11th day of June, A.D. 2014.

By: /s/ Elizabeth McCormack
Authorized Person(s)

Name: Elizabeth McCormack
Print or Type

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:11 PM 03/14/2012
FILED 04:57 PM 03/14/2012
SRV 120312214 - 5124385 FILE

CERTIFICATE OF FORMATION
OF
NRG UNEMPLOYMENT PROTECTION LLC

1. Name: The name of the limited liability company is NRG Unemployment Protection 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 Lynne Przychodzki, NRG Energy, Inc., 211 Carnegie Center, Princeton, NJ 08540.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of NRG Unemployment Protection LLC this 14th day of March, 2012.

/s/ Lynne Przychodzki
Lynne Przychodzki
Authorized Person

**AMENDED & RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
NRG UNEMPLOYMENT PROTECTION LLC
a Delaware Limited Liability Company**

THIS AMENDED & RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “**Agreement**”) of NRG Unemployment Protection LLC (the “**Company**”), dated as of June 11, 2014 is adopted by, and executed and agreed to, for good and valuable consideration, by the Sole Member of the Company, NRG Home & Business Solutions LLC, a Delaware limited liability company.

WHEREAS, pursuant to the Certificate of Amendment of NRG Unemployment Protection LLC filed with the state of Delaware on June 11, 2014, the name of the Company was effectively changed to NRG Portable Power LLC; and

**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 Portable Power 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.

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“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 Portable 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.

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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.

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(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 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

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.

* * * * *

SOLE MEMBER:

NRG HOME & BUSINESS SOLUTIONS LLC

Its: Sole Member

By: /s/ Lynne P. Wittkamp

Name: Lynne P. Wittkamp

Title: Assistant Secretary

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SCHEDULE A

MEMBERS	UNITS
NRG Home & Business Solutions LLC	1,000
TOTAL	1,000

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State of Delaware
Secretary of State
Division of Corporations
Delivered 01:37 PM 10/18/2013
FILED 01:33 PM 10/18/2013
SRV 131212160 - 5417640 FILE

**CERTIFICATE OF FORMATION
OF
NRG RETAIL NORTHEAST LLC**

1. **Name:** The name of the limited liability company is NRG Retail Northeast 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 Retail Northeast LLC on this 18th day of October, 2013.

/s/ Elizabeth McCormack
Elizabeth McCormack
Authorized Person

**LIMITED LIABILITY COMPANY AGREEMENT
OF
NRG RETAIL NORTHEAST LLC
a Delaware Limited Liability Company**

THIS LIMITED LIABILITY COMPANY AGREEMENT (this “**Agreement**”) of NRG Retail Northeast LLC (the “**Company**”), dated as of October 18, 2013 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 Retail Northeast 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.

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“**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 Retail Northeast 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).

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(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.

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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.

7.3 *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 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

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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

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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.

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IN WITNESS WHEREOF, the Sole Member has executed this Agreement as of the date first set forth above.

NRG ENERGY, INC.
Its: Sole Member

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

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SCHEDULE A

MEMBERS	UNITS
NRG Energy, Inc.	1,000
TOTAL	1,000

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BYLAWS
OF
ONSITE ENERGY, INC.
ARTICLE I
SHAREHOLDERS

1.1 Annual Meeting. The annual meeting of the shareholders shall be held on the second Wednesday in the month of July in each year, unless a different date is fixed by the Board of Directors and stated in the notice of the meeting. If the day fixed for the annual meeting is a legal holiday, the meeting shall be held on the next succeeding Wednesday.

1.2 Failure to Hold Annual Meeting. If the annual meeting is not held at the designated time, the President or the Board of Directors may call the annual meeting at a time fixed by the calling party not more than 60 days after the designated time by proper notice designating the meeting as the annual meeting. If the annual meeting is not held at the designated time or during the 60-day period thereafter, the annual meeting may be called by the holders of not less than one-tenth of all the shares entitled to vote at the meeting. In such event, notice shall be given not more than 15 days after the expiration of such 60-day period. The notice shall fix the time of the meeting at the earliest date permissible under the applicable notice requirements.

1.3 Special Meetings. Special meetings of the shareholders may be called by the President or by the Board of Directors, and shall be called by the President (or, in the event of absence, incapacity or refusal of the President, by the Secretary or any other officer) at the request of the holders of not less than one-tenth of all the outstanding shares of the corporation entitled to vote at the meeting.

1.4 Place of Meetings. Meetings of the shareholders shall be held at the principal business office of the corporation or at such other place, within or without the State of Oregon, as may be determined by the Board of Directors.

1.5 Notice of Meetings. Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called shall be mailed to each shareholder entitled to vote at the meeting at the shareholder's address as it appears on the stock transfer records of the corporation, with postage thereon

prepaid, not less than 10 nor more than 50 days before the date of the meeting, by or at the direction of the President, the Secretary or the officer or persons calling the meeting.

1.6 Waiver of Notice. Whenever any notice is required to be given to any shareholder of the corporation, a waiver thereof in writing, signed by the person entitled to such notice or his or her authorized attorney, whether signed before or after the event stated in the notice, shall be deemed equivalent to the giving of such notice. Any shareholder attending a meeting without objection shall be deemed to have waived notice of the meeting.

1.7 Closing of Transfer Books or Fixing of Record Date.

(a) For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or shareholders entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other proper purpose, the Board of Directors of the corporation may provide that the stock transfer books shall be closed for a stated period but not to exceed, in any case, 50 days. If the stock transfer books shall be closed for the purpose of determining shareholders entitled to notice of or to vote at a meeting of shareholders, such books shall be closed for at least 10 days immediately preceding such meeting.

(b) In lieu of closing the stock transfer books, the Board of Directors may fix in advance a date as the record date for any such determination of shareholders, such date in any case to be not more than 50 days and, in case of a meeting of shareholders, not less than 10 days prior to the date on which the particular action, requiring such determination of shareholders, is to be taken.

(c) If the stock transfer books are not closed and no record date is fixed for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders, or shareholders entitled to receive payment of a dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the Board of Directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of shareholders.

(d) When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this section, such determination shall apply to any adjournment thereof except where the determination has been made through the closing of the stock transfer books and the stated period of closing has expired.

1.8 Voting Records. The officer or agent having charge of the stock transfer books for shares of the corporation shall make, at least 10 days before each meeting of shareholders, a complete record of the shareholders entitled to vote at such meeting, or any adjournment thereof, arranged in alphabetical order, with the address of and the number of shares held by each, which record, for a period of 10 days prior to such meeting, shall be kept on file at the registered office of the corporation and shall be subject to inspection by any shareholder at any time during usual business hours. Such record shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting. The original stock transfer book shall be prima facie evidence as to who are the shareholders entitled to examine such record or transfer books or to

vote at any meeting of shareholders. Failure to comply with the requirements of this section shall not affect the validity of any action taken at such meeting.

1.9 Quorum; Adjournment. A majority of the outstanding shares of the corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. If a quorum is present at a meeting, a majority may adjourn the meeting from time to time to a different time and place. At such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally held. The shareholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum.

1.10 Majority Vote; Action Without Meeting. The vote of the holders of a majority of the shares present and entitled to vote at any duly organized meeting shall decide any question unless the vote of a greater number shall be required by law or the Articles of Incorporation. Any action which is required or permitted to be taken by the shareholders at a meeting may be taken without a meeting if a consent in writing setting forth the action so taken is signed by all of the shareholders entitled to vote on the matter. The action shall be effective on the date when the last signature is placed on the consent or at such earlier time as is set forth therein. Such consent, which shall have the same effect as a unanimous vote of the shareholders, shall be filed with the minutes of the corporation.

1.11 Proxies. At all meetings of shareholders, a shareholder may vote by proxy executed in writing by the shareholder or by a duly authorized attorney in fact. The proxy shall be filed with the Secretary of the corporation before or at the time of the meeting. No proxy shall be valid after 11

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months from the date of its execution, unless otherwise provided in the proxy.

1.12 Voting of Shares by Certain Holders.

(a) Shares standing in the name of another corporation may be voted by such officer, agent or proxy as the bylaws of such corporation may prescribe, or, in the absence of such provision, as the board of directors of such corporation may determine.

(b) Shares held by an administrator, executor, guardian or conservator may be voted by the holder, either in person or by proxy, without a transfer of such shares into the holder's name. Shares standing in the name of a trustee may be voted by that trustee, either in person or by proxy, but no trustee shall be entitled to vote shares without a transfer of such shares into the trustee's name.

(c) Shares standing in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into the receiver's name if authority to do so is contained in an appropriate order of the court by which such receiver was appointed.

(d) A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

(e) Neither treasury shares, nor shares of its own stock held by the corporation in a fiduciary capacity, nor shares held by another corporation if a majority of the shares entitled to vote for the election of directors of such other corporation is held by the corporation, shall be voted at any meeting or counted in determining the total number of outstanding shares at any given time.

ARTICLE II

BOARD OF DIRECTORS

2.1 General Powers. The business and affairs of the corporation shall be managed by its Board of Directors.

2.2 Number, Tenure and Qualification. The number of directors of the corporation shall be not less than two nor more than 14, as established from time to time by resolution of the Board of Directors. The directors shall hold office until the next annual meeting of shareholders and until their successors

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shall have been elected and qualified, or until earlier death, resignation or removal. Directors need not be residents of the State of Oregon or shareholders of the corporation. The number of directors may be increased or decreased from time to time by the Board of Directors within the limits set forth, without amendment to the bylaws, but no decrease shall have the effect of shortening the term of any incumbent director.

2.3 Regular Meetings. A regular meeting of the Board of Directors shall be held without other notice than this bylaw immediately after, and at the same place as, the annual meeting of shareholders. The Board of Directors may provide, by resolution, the time and place, either within or without the State of Oregon, for the holding of additional regular meetings without other notice than the resolution.

2.4 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or by one-third of the directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or without the State of Oregon, as the place for holding any special meeting of the Board of Directors called by them.

2.5 Notice. Written notice of any special meeting of the Board of Directors shall be given at least two days prior to the meeting by personal delivery, by mail or by telegram. If mailed, notice shall be deemed to be given when deposited in the United States mails addressed to the director at the director's business address, with postage thereon prepaid. If by telegram, notice shall be deemed to be given when the telegram is delivered to the telegraph company. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be

transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

2.6 Waiver of Notice. Whenever any notice is required to be given to any director of the corporation, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the event stated therein, shall be deemed equivalent to the giving of such notice.

2.7 Quorum; Majority Vote. A majority of the number of directors fixed according to Section 2.2 of this Article II shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. The act of the majority of

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the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless a different number is provided by law, the Articles of Incorporation or these bylaws.

2.8 Meeting by Telephone Conference; Consent in Lieu of Meeting.

(a) Members of the Board of Directors may hold a board meeting by conference telephone 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 the meeting.

(b) Any action which is required or permitted to be taken by the directors at a meeting may be taken without a meeting if a consent in writing setting forth the action so taken is signed by all of the directors entitled to vote on the matter. The action shall be effective on the date when the last signature is placed on the consent or at such earlier time as is set forth therein. Such consent, which shall have the same effect as a unanimous vote of the directors, shall be filed with the minutes of the corporation.

2.9 Vacancies. Except as hereinafter provided, any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors, or by a sole remaining director. Any directorship to be filled by reason of an increase in the number of directors of the corporation may be filled by the affirmative vote of a majority of the number of directors fixed by the bylaws prior to such increase. Any such directorship not so filled by the directors shall be filled by election at the next annual meeting of shareholders or at a special meeting of shareholders called for that purpose. A director elected to fill a vacancy shall be elected to serve until the next annual meeting of shareholders and until a successor shall be elected and qualified.

2.10 Compensation. By resolution of the Board of Directors, the directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors, and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

2.11 Presumption of Assent. A director of the corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless the director's

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dissent to the action is entered in the minutes of the meeting or unless a written dissent to the action is filed with the person acting as the secretary of the meeting before the adjournment thereof or forwarded by certified or registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. The right to dissent shall not apply to a director who voted in favor of the action.

2.12 Transactions with Directors.

(a) Any contract or other transaction or determination between the corporation and one or more of its directors, or between the corporation and another party in which one or more of its directors are financially interested, shall be valid notwithstanding the relationship or interest or the presence or participation of such director or directors in a meeting of the Board of Directors or a committee thereof which acts upon or in reference to such contract, transaction or determination, if: the fact of such relationship or interest is disclosed or known to the Board of Directors or committee and it authorizes, approves or ratifies the contract, transaction or determination by a vote or consent sufficient for the purpose without counting the votes or consents of such interested directors; or the fact of such relationship or interest is disclosed or known to the shareholders entitled to vote and they authorize, approve or ratify such contract, transaction or determination by vote or written consent; or the contract, transaction or determination is fair and reasonable to the corporation.

(b) Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or committee which authorizes or ratifies such contract, transaction or determination. The interested directors shall not be disqualified from voting as shareholders for ratification or approval of such contract, transaction or determination.

(c) None of the provisions of this section shall invalidate any contract, transaction or determination which would otherwise be valid under applicable law.

2.13 Removal. All or any number of the directors may be removed, with or without cause, at a meeting called expressly for that purpose, by a vote of the holders of a majority of the shares then entitled to vote at an election of directors.

2.14 Resignation. Any director may resign by delivering his or her resignation to the corporation at its principal office or to the President or Secretary. Such resignation shall be effective on receipt unless it is specified to be effective at some other time or upon the happening of some other event.

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ARTICLE III
EXECUTIVE COMMITTEE

3.1 Designation. The Board of Directors may designate from among its members an executive committee. The designation of an executive committee, and the delegation of authority to it, shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed by law. No member of the committee shall continue to be a member thereof after ceasing to be a director of the corporation. The Board of Directors shall have the power at any time to increase or decrease the number of members of the committee, to fill vacancies thereon, to change any member thereof and to change the functions or terminate the existence thereof.

3.2 Powers. During the interval between meetings of the Board of Directors, and subject to such limitations as may be imposed by resolution of the Board of Directors, the executive committee may have and may exercise all the authority of the Board of Directors in the management of the corporation. Notwithstanding the foregoing, the executive committee shall not have the authority of the Board of Directors in reference to amending the Articles of Incorporation; adopting a plan of merger or consolidation; recommending to the shareholders the sale, lease, exchange, mortgage, pledge or other disposition of all or substantially all the property and assets of the corporation otherwise than in the usual regular course of its business; recommending to the shareholders a voluntary dissolution of the corporation or a revocation thereof; or amending the bylaws of the corporation.

3.3 Procedures; Meetings; Quorum.

(a) The Board of Directors shall appoint a chairman from among the members of the executive committee and shall appoint a secretary who may, but need not, be a member of the committee. The chairman shall preside at all committee meetings and the secretary of the committee shall keep a record of its acts and proceedings.

(b) Regular meetings of the executive committee, of which no notice shall be necessary, shall be held on such days and at such places as shall be fixed by resolution adopted by the committee. Special meetings of the committee shall be called at the request of the President or of any member of the committee, and shall be held upon such notice as is required by these bylaws for special meetings of the Board of Directors, provided that notice by word of mouth or telephone shall be sufficient if received in the city where the meeting is to be held not later than the day immediately preceding the day of the

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meeting. A waiver of notice of a meeting, signed by the person or persons entitled to such notice, whether before or after the event stated therein, shall be deemed equivalent to the giving of such notice.

(c) Attendance of any member of the executive committee at a meeting shall constitute a waiver of notice of the meeting. A majority of the committee, from time to time, shall be necessary to constitute a quorum for the transaction of any business, and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee. Members of the committee may hold a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such a meeting shall constitute presence in person at the meeting.

(d) Any action which may be taken at a meeting of the executive committee may be taken without a meeting if a consent in writing setting forth the actions so taken shall be signed by all members of the committee entitled to vote with respect to the subject matter thereof. The action shall be effective on the date when the last signature is placed on the consent or at such earlier time as is set forth therein. The consent shall have the same effect as a unanimous vote of the committee.

(e) The Board of Directors may vote to the members of the executive committee a reasonable fee as compensation for attendance at meetings of the committee.

ARTICLE IV
OFFICERS

4.1 Number. The officers of the corporation shall be a President and a Secretary. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors and shall have such powers and duties as may be prescribed by the Board of Directors. Any two or more offices may be held by the same person.

4.2 Election and Term of Office. The officers of the corporation shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after the annual meeting of the shareholders. If the election of officers shall not be held at the meeting, it shall be held as soon thereafter as is convenient. Each officer shall hold office until a successor shall have been duly elected and shall have qualified or until the officer's death, resignation or removal in the manner hereinafter provided.

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4.3 Qualification. No officer need be a director, stockholder or Oregon resident. Any officer may be required by the Board of Directors to give bond for the faithful performance of his or her duties to the corporation in such amount and with such sureties as the Board may determine. The corporation may pay the premium for such bond.

4.4 Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the corporation would be served thereby, but removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

4.5 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

4.6 President. The President shall be the chief executive and operating officer of the corporation and shall be in general charge of its business and affairs, subject to the control of the Board of Directors. The President shall preside at all meetings of shareholders and, in the absence of a Chairman of the Board, at all meetings of directors. The President may execute in behalf of the corporation all contracts, agreements, stock certificates and other instruments. The President shall from time to time report to the Board of Directors all matters within the President's knowledge affecting the corporation which should be brought to the attention of the Board. The President shall vote all shares of stock in other corporations owned by the corporation, and shall be empowered to execute proxies, waivers of notice, consents and other instruments in the name of the corporation with respect to such stock. The President shall perform such other duties as may be required by the Board of Directors.

4.7 Vice Presidents. If the Board designates a Vice President, then in the absence of the President or in the event of the President's death, inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order designated at the time of their election, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as may be assigned from time to time by the President or by the Board of Directors.

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4.8 Secretary. The Secretary shall keep the minutes of all meetings of the directors and shareholders, and shall have custody of the minute books and other records pertaining to the corporate business. The Secretary shall countersign all stock certificates and other instruments requiring the seal of the corporation and shall perform such other duties as may be required by the Board of Directors.

4.9 Treasurer. If the Board designates a Treasurer, then the Treasurer shall be the chief financial and accounting officer of the corporation. The Treasurer shall keep correct and complete records of accounts showing the financial condition of the corporation. The Treasurer shall be legal custodian of all moneys, notes, securities and other valuables that may come into the possession of the corporation. The Treasurer shall deposit all funds of the corporation which come into the Treasurer's hands in depositories which the Board of Directors may designate. The Treasurer shall pay the funds out only on the check of the corporation signed in the manner authorized by the Board of Directors. The Treasurer shall perform such other duties as the Board of Directors may require. The Board may appoint one or more Assistant Treasurers.

4.10 Salaries. The salaries of the officers shall be fixed from time to time by the Board of Directors and no officer shall be prevented from receiving such salary because the officer is also a director of the corporation.

ARTICLE V

INDEMNIFICATION

The corporation shall indemnify to the fullest extent permitted by the Oregon Business Corporation Act any person who is made, or threatened to be made, a party to an action, suit or proceeding, whether civil, criminal, administrative, investigative or otherwise (including an action, suit or proceeding by or in the right of the corporation) by reason of the fact that the person is or was a director or officer of the corporation, or a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 with respect to any employee benefit plan of the corporation, or serves or served at the request of the corporation as a director or officer, or as a fiduciary of an employee benefit plan, of another corporation, partnership, joint venture, trust or other enterprise. The right to and amount of indemnification shall be determined in accordance with the provisions of the Oregon Business Corporation Act in effect at the time of the determination.

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ARTICLE VI

CAPITAL STOCK

6.1 Issuance of Capital Stock. Unless otherwise provided by law, the whole or any part of any unissued balance of the authorized capital stock of the corporation or the whole or any part of the capital stock of the corporation held in its treasury may be issued or disposed of by vote of the Board of Directors for such consideration, not less than the par value thereof, expressed in dollars, and on such terms as the directors may determine from time to time.

6.2 Certificates for Shares.

(a) Certificates representing shares of the corporation shall be in such form as shall be determined by the Board of Directors. Such certificates shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary and may be sealed with the seal of the corporation or a facsimile thereof. All certificates for shares shall be consecutively numbered or otherwise identified.

(b) Every certificate for shares of stock which are subject to any restriction on transfer pursuant to the Articles of Incorporation, the bylaws, applicable securities laws or any agreement to which the corporation is a party shall have conspicuously noted on the face or back of the certificate either the full text of the restriction or a statement of the existence of such restriction and that the corporation retains a copy of the restriction. Every certificate issued when the corporation is authorized to issue more than one class or series of stock shall set forth on its face or back either the full text of the preferences, voting powers, qualifications and special and relative rights of the shares of each class and series authorized to be issued or a statement of the existence of such preferences, powers, qualifications and rights and a statement that the corporation will furnish a copy thereof to the holder of such certificate upon written request and without charge.

(c) The name and mailing address of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the stock transfer books of the corporation. Each stockholder shall have the duty to notify the corporation of his or her mailing address. All certificates surrendered to the corporation for transfer shall be cancelled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and cancelled, except that in case of a lost, destroyed or mutilated certificate a new one may be

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issued therefor upon such terms and indemnity to the corporation as the Board of Directors may prescribe.

6.3 Transfer of Shares. Transfer of shares of the corporation shall be made only on the stock transfer books of the corporation by the holder of record thereof or by the holder's legal representative, who shall furnish proper evidence of authority to transfer, or by the holder's attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the corporation. The person in whose name shares stand on the books of the corporation shall be deemed by the corporation to be the owner thereof for all purposes.

6.4 Transfer Agent and Registrar. The Board of Directors may from time to time appoint one or more Transfer Agents and one or more Registrars for the shares of the corporation, with such powers and duties as the Board of Directors shall determine by resolution. The signatures of the President or Vice President and the Secretary or Assistant Secretary upon a certificate may be facsimiles if the certificate is manually signed on behalf of a Transfer Agent or by a Registrar other than the corporation itself or an employee of the corporation.

6.5 Officer Ceasing to Act. In case any officer who has signed or whose facsimile signature has been placed upon a stock certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the corporation with the same effect as if the signer were such officer at the date of its issuance.

6.6 Fractional Shares. The corporation shall not issue certificates for fractional shares.

ARTICLE VII

CONTRACTS, LOANS, CHECKS AND OTHER INSTRUMENTS

7.1 Contracts. The Board of Directors may authorize any officer or officers and agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

7.2 Loans. No loans shall be contracted on behalf of the corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

7.3 Checks, Drafts, etc. All checks, drafts or other orders for the payment of money and notes or other evidences of

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indebtedness issued in the name of the corporation shall be signed by such officer or officers and agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

8.1 Seal. The seal of the corporation shall be circular in form and shall have inscribed thereon the name of the corporation and the state of incorporation and the words "Corporate Seal."

8.2 Severability. Any determination that any provision of these bylaws is for any reason inapplicable, invalid, illegal or otherwise ineffective shall not affect or invalidate any other provision of these bylaws.

8.3 Evidence of Authority. A certificate by the Secretary or an Assistant Secretary as to any action taken by the stockholders, directors, any committee or any officer or representative of the corporation shall as to all persons who rely on the certificate in good faith be conclusive evidence of such action.

ARTICLE IX

AMENDMENTS

These bylaws may be altered, amended or repealed and new bylaws may be adopted by the Board of Directors at any regular or special meeting, subject to repeal or change by action of the shareholders of the corporation.

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BYLAWS AMENDMENT

July 15, 1986

At a meeting of the Board of Directors of ONSITE Energy, Inc., the directors unanimously approved the following resolution:

RESOLVED, that the Bylaws of the Company are hereby amended by inserting the following paragraph after paragraph 4.5 of the Bylaws, and by renumbering the subsequent paragraphs of Article IV of the Bylaws accordingly:

“4.6 Chairman of the Board. If the Board of Directors designates a Chairman of the Board, the Chairman of the Board shall preside at all meetings of the Board of Directors and shall perform such other duties as may be prescribed from time to time by the Board of Directors.”

**WRITTEN ACTION OF
THE SOLE SHAREHOLDER OF
ONSITE ENERGY, INC.**

The undersigned, being the sole shareholder (the “**Shareholder**”) of ONSITE Energy, Inc., an Oregon corporation (the “**Corporation**”), acting pursuant to and in accordance with the provisions of ORS 60.211, does hereby take and adopt the following actions in lieu of a meeting:

WHEREAS, Article VIII of Articles of Incorporation of the Corporation provides that the initial number of directors of the Corporation be six, and Section 2.2 of the Bylaws of the Corporation provides that the number of directors of the Corporation be between two and 14, as established from time to time by the Board of Directors.

WHEREAS, the Shareholder desires to cause the number of directors to be fixed at two, until such time as the Board of Directors of the Corporation provide for a different number of directors.

NOW, THEREFORE, BE IT RESOLVED, that the first sentence of Section 2.2 of the Bylaws of the Corporation be amended and restated to read:

“The number of directors of the corporation shall be two, provided that the Board of Directors may from time to time by resolution determine a different number of directors, not less than two.”

IN WITNESS WHEREOF, the undersigned has executed this written action as of the date first written above.

PACIFIC GENERATION COMPANY

/s/ Christopher Sotos

By: Christopher Sotos

Its: Treasurer

Executed: December 27, 2011

KIRKLAND & ELLIS LLP

AND AFFILIATED PARTNERSHIPS

300 North LaSalle
Chicago, Illinois 60654

(312) 862-2000

www.kirkland.com

September 10, 2014

Facsimile:
(312) 862-2200NRG Energy, Inc.
and the Guarantors set forth on Exhibits A, B, C, D, E, F and G211 Carnegie Center
Princeton, New Jersey 08540Re: 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 \$1,100,000,000 in aggregate principal amount of the Issuer's 6.25% Senior Notes due 2022 (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 September 10, 2014, 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 January 27, 2014, the Exchange Notes are being offered in exchange for \$1,100,000,000 6.25% Senior Notes due 2024 issued by the Issuer on January 27, 2014 (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 February 2, 2006, among the Issuer and Law Debenture Trust Company of New York, as trustee (the "Trustee"), as supplemented by the One Hundred-Ninth Supplemental Indenture, dated as of January 27, 2014, among the Issuer, the guarantors party thereto and the Trustee (the "One Hundred-Ninth Supplemental Indenture"), the One Hundred-Tenth Supplemental Indenture, dated as of March 24, 2014, among the Issuer, the guarantors party thereto and the Trustee (the "One Hundred-Tenth Supplemental Indenture"), and the One Hundred-Eleventh Supplemental Indenture, dated as of April 28, 2014, among the Issuer, the Guarantors and the Trustee (the "One Hundred-Eleventh Supplemental Indenture") and together with the Base Indenture, the One Hundred-Ninth Supplemental Indenture and the One Hundred-Tenth Supplemental 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

Beijing Hong Kong Houston London Los Angeles Munich New York Palo Alto San Francisco Shanghai Washington, D.C.

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.

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, 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 Texas Guarantors, 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) Andrews Kurth LLP, with respect to the Texas Guarantors; (ii) Stinson Leonard Street LLP, with respect to the Minnesota Guarantor; (iii) Perkins Coie LLP, with respect to the Oregon Guarantor; and (iv) 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 opinions herein regarding Delaware law are limited solely to

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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 and our opinions herein regarding California law are 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 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 laws of the States of California, 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

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Exhibit A

Delaware Guarantors

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
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 Affiliate Services Inc.
NRG Artesian Energy LLC
NRG Arthur Kill Operations Inc.
NRG Astoria Gas Turbine Operations Inc.
NRG Bayou Cove LLC
NRG Business Solutions LLC
NRG Cabrillo Power Operations Inc.
NRG California Peaker Operations LLC
NRG Cedar Bayou Development Company, LLC

NRG Connecticut Affiliate Services Inc.
NRG Construction LLC
NRG Curtailment Solutions LLC
NRG Development Company Inc.
NRG Devon Operations Inc.
NRG Dispatch Services LLC
NRG Dunkirk Operations Inc.
NRG El Segundo Operations Inc.
NRG Energy Labor Services LLC
NRG Energy Services Group LLC
NRG Energy Services International Inc.
NRG Energy Services LLC
NRG Generation Holdings Inc.
NRG Home & Business Solutions LLC
NRG Home Solutions LLC
NRG Home Solutions Product LLC
NRG Homer City Services 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 Jersey Energy Sales LLC
NRG New Roads Holdings LLC
NRG North Central Operations Inc.
NRG Northeast Affiliate Services Inc.
NRG Norwalk Harbor Operations Inc.
NRG Operating Services, Inc.
NRG Oswego Harbor Power Operations Inc.
NRG PacGen Inc.
NRG Portable Power LLC
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 Texas C&I Supply LLC
NRG Texas Holding Inc.
NRG Texas LLC
NRG Texas Power 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

Exhibit C

New York Guarantors

Ace Energy, Inc.
BidURenergy, Inc.
Energy Curtailment Specialists, Inc.

Exhibit D

Texas Guarantor

Allied Warranty LLC
Cirro Energy Services, Inc.
Cirro Group, Inc.
Elbow Creek Wind Project LLC
Langford Wind Power, LLC
Lone Star A/C & Appliance Repair, LLC
NRG South Texas LP
Texas Genco GP, LLC
Texas Genco Holdings, Inc.
Texas Genco Services, LP

Exhibit E

Minnesota Guarantor

NEO Corporation

Exhibit F

Oregon Guarantor

ONSITE Energy, Inc.

Exhibit G

Vermont Guarantor

Energy Protection Insurance Company

MARK S. WEITZ
612-335-1517 DIRECT
MARK.WEITZ@STINSONLEONARD.COM

September 10, 2014

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 \$1,100,000,000 in aggregate principal amount of 6.25% Senior Notes due 2022 (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 September 10, 2014 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 January 27, 2014, and the Notes are being offered in exchange for \$1,100,000,000 6.25% Senior Notes due 2022 (the "Old Notes"). The Old Notes were issued by the Issuer on January 27, 2014 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 February 2, 2006, between the Issuer and Law Debenture Trust Company of New York, as Trustee (the "Trustee"), as supplemented by the One Hundred Ninth Supplemental Indenture relating to the Notes, dated as of January 27, 2014 (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 January 27, 2014.

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 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.

Very truly yours,

/s/ Mark S. Weitz

Mark S. Weitz
STINSON LEONARD STREET LLP

September 10, 2014

NRG South Texas LP
Texas Genco Services, LP
Texas Genco Holdings, Inc.
Texas Genco GP, LLC
Elbow Creek Wind Project LLC
Langford Wind Power, LLC
Allied Warranty LLC
Lone Star A/C and Appliance Repair, LLC
Cirro Energy Services, Inc.
Cirro Group, Inc.
c/o NRG Energy, Inc.
211 Carnegie Center
Princeton, NJ 08540

Re: NRG Energy, Inc.'s 6.25% Senior Notes due 2022 — Texas Guarantors

Ladies and Gentlemen:

We have acted as special Texas counsel to NRG South Texas LP (formerly known as Texas Genco LP), a Texas limited partnership, Texas Genco Services, LP, a Texas limited partnership, Texas Genco Holdings, Inc., a Texas corporation, Texas Genco GP, LLC, a Texas limited liability company, Elbow Creek Wind Project LLC, a Texas limited liability company, Langford Wind Power, LLC, a Texas limited liability company, Allied Warranty LLC, a Texas limited liability company, Lone Star A/C & Appliance Repair, LLC, a Texas limited liability company, Cirro Energy Services, Inc., a Texas corporation, and Cirro Group, Inc., a Texas corporation (collectively, the "Texas Guarantors") and individually, a "Texas Guarantor"), each Texas Guarantor being a subsidiary of NRG Energy, Inc., a Delaware corporation (the "Issuer"), in connection with the Registration Statement on Form S-4 (the "Registration Statement"), with the Securities and Exchange Commission (the "SEC") under the Securities Act of 1933, as amended (the "Act"), relating to the registration under the Act of \$1,100,000,000, in aggregate principal amount of Issuer's Senior Notes due 2022 (the "Exchange Notes"), to be offered by the Issuer in exchange for \$1,100,000,000, in aggregate principal amount of Issuer's 6.25% Senior Notes due 2022. The Exchange Notes are being issued pursuant to the Indenture (the "Base Indenture"), dated as of February 2, 2006, between the Issuer and The Law Debenture Trust Company of New York, as Trustee (the "Trustee"), as supplemented by that certain One Hundred-Ninth Supplemental Indenture dated as of January 27, 2014 (the "Supplemental Indenture"), among the Issuer, the Texas Guarantors and the other guarantors party thereto, and the Trustee.

In connection with this opinion, we have examined originals, or copies certified or otherwise identified to our satisfaction, of the following: (i) the organizational documents of the Texas Guarantors, (ii) a certificate of existence issued as of a recent date by the Secretary of State of the State of Texas as to each of the Texas Guarantors, (iii) evidence of good standing issued as of a recent date by the Texas Comptroller of Public Accounts with respect to each of

the Texas Guarantors, (iv) resolutions adopted by the board of directors or managers of each of the Texas Guarantors or its general partner with respect to, among other things, the execution and delivery by the Texas Guarantors of the Supplemental Indenture, (v) the Registration Statement, and (vi) the Base Indenture and the Supplemental Indenture. We have also examined such other documents and certificates and such matters of law as we have deemed necessary for the purposes of this opinion.

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 certificates of the Secretaries of the Texas Guarantors or their general partners.

Based upon the foregoing and subject to the assumptions, qualifications and limitations set forth herein, we are of the opinion that:

1. Each of NRG South Texas LP and Texas Genco Services, LP is a limited partnership, validly existing and in good standing under the laws of the State of Texas.
2. Each of Texas Genco GP, LLC, Elbow Creek Wind Project LLC, Allied Warranty LLC, Lone Star A/C & Appliance Repair, LLC, and Langford Wind Power, LLC is a limited liability company, validly existing and in good standing under the laws of the State of Texas.
3. Each of Texas Genco Holdings, Inc., Cirro Energy Services, Inc., and Cirro Group, Inc., is a corporation, validly existing and in good standing under the laws of the State of Texas.
4. Each of the Texas Guarantors has the corporate, limited liability company or limited partnership power and authority to execute and deliver the Supplemental Indenture and to perform its obligations thereunder, including its guarantee of the Exchange Notes.
5. The Supplemental Indenture has been duly authorized, executed, and delivered by the Texas Guarantors.

Our opinions set forth in paragraphs 1 through 3 above are rendered in reliance upon certificates and other communications from officials of the State of Texas.

The opinions stated in this letter are limited to the applicable laws of the State of Texas.

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 Texas be changed by legislative action, judicial decision, or otherwise.

Very truly yours,

/s/ Andrews Kurth LLP

September 10, 2014

ONSITE Energy, Inc.
c/o NRG Energy, Inc.
211 Carnegie Center
Princeton, NJ 08540

Re: NRG Energy, Inc.'s 6.25% Senior Notes due 2022 - 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 \$1,100,000,000 in aggregate principal amount of the Issuer's 6.25% Senior Notes due 2022 (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 \$1,100,000,000 in aggregate principal amount of the Issuer's outstanding 6.25% Senior Notes due 2022. The Exchange Notes will be issued pursuant to the Indenture (the "Base Indenture"), dated as of February 2, 2006, between the Issuer and The Law Debenture Trust Company of New York, as Trustee (the "Trustee"), as supplemented by the One Hundred-Ninth Supplemental Indenture, dated as of January 27, 2014 (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 the 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

September 10, 2014

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 Base Indenture (as defined below) of \$1,100,000,000 in aggregate principal amount of 6.25% Senior Notes due 2022 (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 ("Base Indenture"), dated as of February 2, 2006, between the Issuer and Law Debenture Trust Company of New York, as Trustee (the "Trustee"), as supplemented by that certain One Hundred-Ninth Supplemental Indenture relating to the \$1,100,000,000 Senior Notes, dated as of January 27, 2014 (the "One Hundred-Ninth Supplemental Indenture" or the "Supplemental Indenture"), among the Issuer, the Guarantor, the other guarantors party thereto and the Trustee.

In connection with this opinion, we have examined originals, or copies certified or otherwise identified to our satisfaction, of the following: (i) the organizational documents of the Guarantor certified by the Vermont Secretary of State on March 13, 2013, (ii) the Bylaws of the Company, (iii) a certificate of good standing of the Guarantor issued by the Vermont Secretary of State dated September 5, 2014, (iv) a certificate of good standing of the Guarantor issued by the Vermont Department of Financial Regulation dated September 5, 2014, (v) a certificate of the Assistant Secretary of Guarantor dated September 9, 2014, (vi) 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, (vii) the Registration Statement, and (viii) the Base Indenture and the Supplemental Indenture. We have

also examined such other documents and certificates and such matters of law as we have deemed necessary for the purposes of this opinion.

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 and (v) the "Blue Sky" laws and regulations of 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 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

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 Six Months Ended June 30, 2014 ^(a)	For the Year Ended December 31,				
		2013 ^(a)	2012 ^(a)	2011 ^(a)	2010	2009
(in millions except ratio)						
Earnings:						
Income/(loss) from continuing operations before income tax	\$ (304)	\$ (634)	\$ (12)	\$ (646)	\$ 753	\$ 1,669
Less:						
Distributions and equity in earnings of unconsolidated affiliates	39	84	2	9	(19)	(41)
Impairment charge on equity method investment	—	(99)	2	495	—	—
Capitalized interest	(13)	(130)	(140)	(80)	(36)	(37)
Add:						
Fixed charges	630	1,037	864	931	678	703
Amortization of capitalized interest	10	14	11	7	4	3
Total Earnings:	<u>\$ 362</u>	<u>\$ 272</u>	<u>\$ 727</u>	<u>\$ 716</u>	<u>\$ 1,380</u>	<u>\$ 2,297</u>
Fixed Charges:						
Interest expense	\$ 617	\$ 932	\$ 671	\$ 808	\$ 600	\$ 610
Interest capitalized	13	130	140	80	36	37
Amortization of debt issuance costs	18	33	32	26	25	31
Amortization of debt discount	(25)	(67)	9	6	7	13
Approximation of interest in rental expense	7	9	12	11	10	12
Total Fixed Charges:	<u>\$ 630</u>	<u>\$ 1,037</u>	<u>\$ 864</u>	<u>\$ 931</u>	<u>\$ 678</u>	<u>\$ 703</u>
Ratio of Earnings to Combined Fixed Charges	<u>0.57</u>	<u>0.26</u>	<u>0.84</u>	<u>0.77</u>	<u>2.03</u>	<u>3.27</u>

(a) The ratio coverage for the six months ended June 30, 2014 and the years ended December 31, 2013, 2012 and 2011 was less than 1:1. NRG Energy, Inc. would have needed to generate additional earnings of \$268 million, \$765 million, \$137 million and \$215 million, respectively, to achieve a ratio coverage of 1:1 for those years.

SUBSIDIARIES OF NRG ENERGY, INC.

Entity Name	Domestic Jurisdiction
AC Solar Holdings LLC	Delaware
Ace Energy, Inc.	New York
AFE Marquette LLC	Wisconsin
Agua Caliente Solar Holdings LLC	Delaware
Agua Caliente Solar, LLC	Delaware
Aguila Energy, LLC	California
Allied Warranty LLC	Texas
ALP Wind, LLC	Minnesota
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
American Bituminous Power Partners, L.P.	Delaware
Anacapa Energy, LLC	California
Arthur Kill Gas Turbines LLC	Delaware
Arthur Kill Power LLC	Delaware
Astoria Gas Turbine Power LLC	Delaware
Aurora Starlight Wind, LLC	Delaware
Avenal Park LLC	Delaware
Avenal Solar Holdings 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
BETM Solutions LLC	Delaware
BidURenergy, Inc.	New York
Big Cajun I Peaking Power LLC	Delaware
Big Cajun II Unit 4 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
Buffalo Bear, LLC	Oklahoma
Cabrillo Power I LLC	Delaware
Cabrillo Power II LLC	Delaware
Camas Power Boiler Limited Partnership	Oregon
Camas Power Boiler, Inc.	Oregon
Camino Energy, LLC	California
Capistrano Wind Holdings, Inc.	Delaware
Capistrano Wind II, LLC	Delaware
Capistrano Wind Partners, LLC	Delaware

Capistrano Wind, Inc.	Delaware
Capistrano Wind, LLC	Delaware
Carbon Management Solutions LLC	Delaware
Caresale Services Limited	United Kingdom
Carlsbad Energy Center LLC	Delaware
Carstensen Wind, LLC	Minnesota
Cedro Hill Wind LLC	Delaware
CG Windfarm, LLC	Minnesota
Chester Energy, LLC	California
Chickahominy River Energy Corp.	Virginia
Cirro Energy Services, Inc.	Texas
Cirro Group, Inc.	Texas
Citizens Power Holdings One, LLC	Delaware
Clean Edge Energy LLC	Delaware
Clear View Acres Wind Farm, LLC	Iowa
Cody SunTower, LLC	Delaware
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 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
CP Power Sales Nineteen, L.L.C.	Delaware
CP Power Sales Seventeen, L.L.C.	Delaware
CP Power Sales Twenty, L.L.C.	Delaware
Crofton Bluffs Wind, LLC	Delaware
Crosswind Transmission, LLC	Iowa
Cy-Hawk Wind Energy, LLC	Iowa
DanMar Transmission, LLC	Minnesota
DeGreef DP, LLC	Minnesota
DeGreeffpa, LLC	Minnesota
Del Mar Energy, LLC	California
Delaware Power Development LLC	Delaware
Desert View SunTower, LLC	Delaware
Devon Power LLC	Delaware
Doga Enerji Uretim Sanayi ve Ticaret Limited Sirketi	Turkey
Doga Isi Satis Hizmetleri ve 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
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 CP Holdings, LLC	Delaware
EME Eastern Holdings, LLC	Delaware
EME Finance UK Limited	United Kingdom
EME Generation Holdings Limited	Cayman
EME Generation Holdings, LLC	Delaware
EME Investments II, LLC	Delaware
EME Investments, LLC	Delaware
EME Service Company, LLC	Delaware
EME Southwest Power, LLC	Delaware
EME UK International LLC	Delaware

EME Western Holdings, LLC	Delaware
Energy Alternatives Wholesale, LLC	Delaware
Energy Curtailment Specialists, Inc.	New York
Energy National, Inc.	Utah
Energy Plus Holdings LLC	Delaware
Energy Plus Natural Gas LLC	Delaware
Energy Protection Insurance Company	Vermont
Enifund, Inc.	Utah
Enigen, Inc.	Utah
ESOCO Molokai, Inc.	Utah
ESOCO, Inc.	Utah
eV2g LLC	Delaware
Everything Energy LLC	Delaware
Fairmont SunTower, LLC	Delaware
Fey Windfarm, LLC	Minnesota
Forward Windpower 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
Global Power Investors, LLC	Delaware
Goat Wind, LP	Texas
Granite II Holding, LLC	Delaware
Granite Power Partners II, L.P.	Delaware
Green Mountain Energy Company	Delaware
Green Mountain Energy Company (NY RES) LLC	Delaware
Green Prairie Energy, LLC	Iowa
Greenback Energy, LLC	Minnesota
Greene Wind Energy, LLC	Iowa
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 Lonesome Mesa Investments, LLC	Delaware
High Lonesome Mesa, LLC	Delaware
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
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
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
K-Brink Windfarm, LLC	Minnesota
Keystone Fuels, LLC	Delaware
Keystone Power LLC	Delaware
Lambique Beheer B.V.	Netherlands
Langford Wind Power, LLC	Texas
Laredo Ridge Wind, LLC	Delaware
Larswind, LLC	Minnesota
LimiEnergy, LLC	Minnesota
Lone Star A/C & Appliance Repair, LLC	Texas
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
Lucky Wind, LLC	Minnesota
Maiden Winds, LLC	Minnesota
Maplekey Holdings Limited	United Kingdom
Maplekey UK Finance Limited	United Kingdom
Maplekey UK Limited	United Kingdom

MC Asset Recovery, LLC	Delaware
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
Mirant (Bermuda), Ltd.	Bermuda
Mirant (Navotas II) Corporation	Navotas II
Mirant AP Investments Limited	British Virgin Islands
Mirant Asia-Pacific Construction Limited	Hong Kong
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 de las Estrellas 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 Aurora Starlight, 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 Terra Investments, 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 Freehold-Gen LLC	Delaware
NEO Power Services Inc.	Delaware
New Genco GP, LLC	Delaware
New Jersey Power Development LLC	Delaware
Nexamp Winchendon Solar, 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
Northern Lights Wind, LLC	Minnesota
Norwalk Power LLC	Delaware

NRG Acquisition Holdings Inc.	Delaware
NRG Affiliate Services Inc.	Delaware
NRG Alta Vista LLC	Delaware

NRG Americas, Inc.	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 Brazos Valley GP LLC	Delaware
NRG Brazos Valley LP LLC	Delaware
NRG Business Solutions 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 LLC	Delaware
NRG Capital II LLC	Delaware
NRG Caymans Company	Cayman Islands
NRG Caymans-C	Cayman Islands
NRG Caymans-P	Cayman Islands
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 Connected Home LLC	Delaware
NRG Connecticut Affiliate Services Inc.	Delaware
NRG Connecticut Peaking Development LLC	Delaware
NRG Construction LLC	Delaware
NRG Curtailment Solutions LLC	Delaware
NRG Delta LLC	Delaware
NRG Development Company Inc.	Delaware
NRG Devon Operations Inc.	Delaware
NRG DG Development LLC	Delaware
NRG Dispatch Services LLC	Delaware

NRG Distributed Generation PR LLC	Delaware
NRG Dunkirk Operations Inc.	Delaware
NRG El Segundo Operations Inc.	Delaware
NRG Electricity Sales Princeton 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 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 Equipment Company LLC	Nevada
NRG ESA Joint Development LLC	Delaware
NRG EV Services 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 Gaskell LLC	Delaware
NRG Generation Holdings, Inc.	Delaware
NRG Gibbons Road LLC	Delaware
NRG Gladstone Operating Services Pty Ltd	Australia

NRG Granite Acquisition LLC	Delaware
NRG GTL Holdings LLC	Delaware
NRG Harrisburg Cooling LLC	Delaware
NRG Home & Business Solutions LLC	Delaware
NRG Home Solutions LLC	Delaware
NRG Home Solutions Product LLC	Delaware
NRG Homer City Services 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 LC Facility Company LLC	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 Midwest, LLC	Delaware

NRG Montville Operations Inc.	Delaware
NRG Nelson Turbines LLC	Delaware
NRG New Jersey Energy Sales LLC	Delaware
NRG New Roads Holdings LLC	Delaware
NRG New York LLC	Delaware
NRG NM Suntower 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 Ohio Pipeline Company LLC	Delaware
NRG Operating Services, Inc.	Delaware
NRG Operation & Maintenance LLC	California

NRG Oswego Harbor Power Operations Inc.	Delaware
NRG PacGen Inc.	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 Reliability Solutions LLC	Delaware
NRG REMA LLC	Delaware
NRG Renew LLC	Delaware
NRG Renew NG Palmdale LLC	Delaware
NRG Renew SAN LLC	Delaware
NRG Renew SCC LLC	Delaware
NRG Renew WB LLC	Delaware
NRG Renewable Energy CDE 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 LLC	Delaware
NRG Retail Northeast LLC	Delaware
NRG Rockford Acquisition LLC	Delaware
NRG Rockford Equipment II LLC	Illinois
NRG Rockford Equipment LLC	Illinois
NRG Rockford II LLC	Illinois
NRG Rockford LLC	Illinois
NRG Rocky Road 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 SanGencisco LLC	Delaware
NRG Security LLC	Delaware
NRG Services Corporation	Delaware
NRG Sherbino LLC	Delaware
NRG Silver City Bond Purchaser LLC	Delaware
NRG SimplySmart Solutions LLC	Delaware
NRG Solar Alpine II LLC	Delaware
NRG Solar Alpine LLC	Delaware
NRG Solar Anasco LLC	Delaware
NRG Solar Apple II 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 Blythe II LLC	Delaware
NRG Solar Blythe III LLC	Delaware
NRG Solar Blythe IV LLC	Delaware
NRG Solar Blythe LLC	Delaware
NRG Solar Blythe V LLC	Delaware
NRG Solar Borrego Holdco LLC	Delaware
NRG Solar Borrego I LLC	Delaware
NRG Solar Borrego II 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 DOD 1 LLC	Delaware
NRG Solar Gaskell 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 Mayfair LLC	Delaware
NRG Solar Montecristi LLC	Delaware
NRG Solar Oasis LLC	Delaware
NRG Solar Pacific 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 Sabana Grande LLC	Delaware
NRG Solar Santiago LLC	Delaware
NRG Solar SBV 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 TE Manager LLC	Delaware
NRG Solar Ventures 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 Southaven 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 Transmission Holdings LLC	Delaware
NRG ULC Parent, Inc.	Delaware
NRG Victoria I Pty Ltd	Australia
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 TE Holdco LLC	Delaware
NRG Wind, LLC	Delaware
NRG Yield LLC	Delaware
NRG Yield Operating LLC	Delaware
NRG Yield, Inc.	Delaware
NRG/JPM DG Solar Holdings I LLC	Delaware
NRGenerating German Holdings GmbH	Switzerland
NRGenerating Luxembourg (No. 1) S.a.r.l.	Luxembourg
NRGenerating Luxembourg (No. 2) S.a.r.l.	Luxembourg
Nuclear Innovation North America Investments LLC	Delaware
Nuclear Innovation North America LLC	Delaware

O'Brien Cogeneration, Inc. II	Delaware
OC Solar 2010, LLC	California
Odin Wind Farm LLC	Minnesota
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
PFMG 2011 Finance Holdco, LLC	Delaware
PFMG Apple I LLC	Delaware
Pinnacle Wind, LLC	Delaware
Pioneer Ridge, LLC	Delaware
Pioneer Trail Wind, LLC	Delaware
Pleasant Valley Energy, LLC	California
PM Solar Holdings, LLC	California
Poverty Ridge Wind, LLC	Iowa
Power Beyond, LLC	Minnesota
Power Blades Windfarm, LLC	Minnesota
ProSun Solar Development Company, 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
Roadrunner SunTower, LLC	Delaware
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
Sabine Cogen, L.P.	Delaware
Sachsen Holding B.V.	Netherlands
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 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
Sherbino I Wind Farm LLC	Delaware
Sierra Wind, LLC	Minnesota
Silver Lake Acres Wind Farm, LLC	Iowa
Silverado Energy, LLC	California
Sleeping Bear, LLC	Delaware
Solar Flagstaff One LLC	Delaware
Solar Pacific LLC	Delaware
Solar Partners I, LLC	Delaware
Solar Partners II, LLC	Delaware
Solar Partners VIII, LLC	Delaware
Solar Power Partners, Inc.	Delaware
Somerset Operations Inc.	Delaware
Somerset Power 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 DU DevCo, LLC	Delaware
SPP Fund II Holdings, LLC	Delaware
SPP Fund II Mgmt, LLC	Delaware
SPP Fund II, LLC	Delaware
SPP Fund II-B, LLC	Delaware
SPP Fund III Construction Holdings, LLC	Delaware
SPP Fund III Holdings, 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
Stahl Wind Energy, LLC	Minnesota
Statoil Energy Power/Pennsylvania, Inc.	Pennsylvania
Stony Hills Wind Farm, LLC	Minnesota
Storm Lake Power Partners I LLC	Delaware
Sun City Project LLC	Delaware
Sunora Energy Construction Holdings 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
Tower of Power, LLC	Minnesota
US Retailers LLC	Delaware
USSV Land Company 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
Walnut Creek Energy, LLC	Delaware
Walnut Creek II, LLC	Delaware
WCEP Holdings, LLC	Delaware
WCP (Generation) Holdings LLC	Delaware
West Coast Power LLC	Delaware
West Pipestone Transmission, LLC	Minnesota
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 reports with respect to the consolidated financial statements and financial statement schedule and the effectiveness of internal control over financial reporting included in the NRG Energy, Inc. Annual Report on Form 10-K for the fiscal year ended December 31, 2013, filed on February 28, 2014; as amended by Form 10-K/A, filed on September 10, 2014 and incorporated by reference herein and to the reference to our firm under the heading "Experts" in the prospectus.

/s/ KPMG LLP

Philadelphia, Pennsylvania

September 10, 2014

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) **LAW DEBENTURE TRUST COMPANY OF NEW YORK**

(Exact name of trustee as specified in its charter)

New York
(Jurisdiction of incorporation or organization if not a U.S. national bank)**01-0622605**
(I.R.S. Employer Identification Number)**400 Madison Avenue, 4th Floor, New York, New York**
(Address of principal executive offices)**10017**
(Zip Code)**Law Debenture Trust Company of New York, 400 Madison Avenue, 4th Floor
New York, NY 10017, James D. Heaney, Managing Director, (212) 750-6474**
(Name, address and telephone number of agent for services)**NRG Energy, INC. ***

(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of incorporation or organization)**41-1724239**
(I.R.S. Employer Identification No.)**211 Carnegie Center
Princeton, New Jersey**
(Address of principal executive offices)**08540**
(Zip Code)**6.25% Senior Notes due 2022**
Guarantees related to 6.25% Senior Notes due 2022
(Title of the indenture securities)

* The co-obligors listed on the next pages are also included in this Form T-1 as additional obligors.

Table of Additional Obligor

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
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
Elbow Creek Wind Project LLC	Texas	26-0765836
Energy Alternatives Wholesale, LLC	Delaware	455420194
Energy Curtailment Specialists, Inc.	New York	20-0462805
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
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	—
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
Lone Star A/C & Appliance Repair, LLC	Texas	20-4278795
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
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 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 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 Connecticut Affiliate Services Inc.	Delaware	41-1952333
NRG Construction LLC	Delaware	26-0496159
NRG Curtailment Solutions LLC	Delaware	46-3377471
NRG Development Company Inc.	Delaware	41-1959656
NRG Devon Operations Inc.	Delaware	41-1950239
NRG Dispatch Services LLC	Delaware	45-5214920
NRG Dunkirk Operations Inc.	Delaware	41-1939114
NRG El Segundo Operations Inc.	Delaware	41-1929997
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 Home & Business Solutions LLC	Delaware	90-0835027
NRG Home Solutions LLC	Delaware	46-1569642
NRG Home Solutions Product LLC	Delaware	45-5215213
NRG Homer City Services LLC	Delaware	30-0749587
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
NRG Middletown Operations Inc.	Delaware	41-1950236
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NRG Montville Operations Inc.	Delaware	41-1950237
NRG New Jersey Energy Sales LLC	Delaware	03-0412726
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 Saguaro 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 Texas C&I Supply LLC	Delaware	26-4555466
NRG Texas Gregory LLC	Delaware	—
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
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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
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 Obligor is c/o NRG Energy, Inc., 211 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 Obligor is David R. Hill, Executive Vice President and General Counsel of NRG Energy, Inc., 211 Carnegie Center, Princeton, NJ 08540, Telephone: (609) 524-4500.

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.

<u>Name</u>	<u>Address</u>
Superintendent of Banks of the State of New York	One State Street, New York, N.Y. 10004-1417 and One Commerce Plaza, Albany, NY 12257

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

3-14.

No responses are included for Items 3-14 of this Form T-1 because the obligor is not in default as provided under Item 13.

15. Foreign Trustee.

Not applicable.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the articles of association of the trustee as now in effect. (see Exhibit 1 to Form T-1 filed in connection with Registration Statement No. 333-127469, which is incorporated by reference).
2. A copy of the certificate of authority of the trustee to commence business, if not contained in the articles of association. (see Exhibit 2 to Form T-1 filed in connection with Registration Statement No. 333-127469, which is incorporated by reference).

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3. A copy of the existing bylaws of the trustee, or instruments corresponding thereto. (see Exhibit 3 to Form T-1 filed in connection with Registration Statement No. 333-127469, which is incorporated by reference).
 4. The consents of the trustee required by Section 321(b) of the Act. (see Exhibit 4 to Form T-1 filed in connection with Registration Statement 333-133414, which is incorporated by reference).
 5. A copy of the latest report of condition of the trustee published pursuant to law or the requirements of its supervising or examining authority.
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SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939 the trustee, Law Debenture Trust Company of New York, a trust company organized and existing under the laws of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of New York, and State of New York, on the 4th day of September, 2014.

Law Debenture Trust Company of New York
(Trustee)

By: /S/ James D.Heaney
James D. Heaney
Managing Director

Exhibit 5

T-1 Item 16

Consolidated Report of Condition (attached as Exhibit 5 hereto) of

LAW DEBENTURE TRUST COMPANY OF NEW YORK

of 400 Madison Avenue, New York, NY 10017,

a limited purpose trust company (“LDTC-NY”) and U.S. subsidiary of Law Debenture Corporation plc, London, England (“Law Debenture”), at the close of business June 30, 2014, published with the Federal Financial Institutions Examination Council/Board of Governors of the Federal Reserve System, and in accordance with Chapter 2 of the Consolidated Laws of the State of New York Banking Department license granted on May 8, 2002.

I, Sam Pau, Controller of Law Debenture Trust Company of New York do hereby declare that this Report of Condition has been prepared in conformance with instructions issued by the Board of Governors of the Federal Reserve System and is true to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have executed this certificate the 4th day of September, 2014.

/S/ Sam Pau
 Sam Pau
 Controller
 Law Debenture Trust Company of New York

I, James D. Heaney, Managing Director of Law Debenture Trust Company of New York, do hereby attest that the signature set forth above is the true and genuine signature of Sam Pau, Controller of Law Debenture Trust Company of New York.

Attested by: /S/James D. Heaney
 James D. Heaney
 Its: Managing Director

Law Debenture Trust Company of New York

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Exhibit A

Consolidated Report of Condition for Insured Commercial and State-Chartered Savings Banks for June 30, 2014

All schedules are to be reported in thousands of dollars. Unless otherwise indicated, report the amount outstanding as of the last business day of the quarter.

Schedule RC—Balance Sheet

Dollar Amounts in Thousands	RCON	Bil	Mil	Thou	
ASSETS					
1. Cash and balances due from depository institutions (from Schedule RC-A):					
a. Noninterest-bearing balances and currency and coin(1)	0081			499	1.a.
b. Interest-bearing balances(2)	0071		49	967	1.b.
2. Securities:					
a. Held-to-maturity securities (from Schedule RC-B, column A)	1754				2.a.
b. Available-for-sale securities (from Schedule RC-B, column D)	1773				2.b.
3. Federal funds sold and securities purchased under agreements to resell:					
a. Federal funds sold	B987				3.a.
b. Securities purchased under agreements to resell(3)	B989				3.b.
4. Loans and lease financing receivables (from Schedule RC-C)					
a. Loans and leases held for sale	5369				4.a.
b. Loans and leases, net of unearned income		B528			4.b.
c. LESS: Allowance for loan and lease losses		3123			4.c.
d. Loans and leases, net of unearned income and allowance (item 4.b minus 4.c)	B529				4.d.
5. Trading assets (from Schedule RC-D)	3545				5.
6. Premises and fixed assets (including capitalized leases)	2145			10	6.
7. Other real estate owned (from Schedule RC-M)	2150				7.
8. Investments in unconsolidated subsidiaries and associated companies	2130				8.
9. Direct and indirect investments in real estate ventures	3656				9.
10. Intangible assets:					
a. Goodwill	3163				10.a.
b. Other intangible assets (from Schedule RC-M)	0426				10.b.
11. Other assets (from Schedule RC-F)	2160		6	823	11.
12. Total assets (sum of items 1 through 11)	2170		57	299	12.

- (1) Includes cash items in process of collection and unposted debits.
- (2) Includes time certificates of deposit not held for trading.
- (3) Includes all securities resale agreements, regardless of maturity.
- (4) Includes noninterest-bearing demand, time and savings deposits.
- (5)

Schedule RC—Continued

Dollar Amounts in Thousands	RCON	Bil	Mil	Thou
LIABILITIES				
13. Deposits:				
a. In domestic offices (sum of totals of columns A and C from Schedule RC-E)	2200			13.a.
(1) Noninterest-bearing(1)		6631		13.a.(1)
(2) Interest-bearing		6636		13.a.(2)
b. Not applicable				
14. Federal funds purchased and securities sold under agreements to repurchase:				
a. Federal funds purchased(2)	B993			14.a.
b. Securities sold under agreements to repurchase(3)	B995			14.b.
15. Trading liabilities (from Schedule RC-D)	3548			15.
16. Other borrowed money (includes mortgage indebtedness and obligations under capitalized leases) (from Schedule RC-M)	3190			16.
17. and 18. Not applicable				
19. Subordinated notes and debentures(4)	3200			19.
20. Other liabilities (from Schedule RC-G)	2930		6	868 20.
21. Total liabilities (sum of items 13 through 20)	2948		6	868 21.
22. Not applicable				
EQUITY CAPITAL				
Bank Equity Capital				
23. Perpetual preferred stock and related surplus	3838			23.
24. Common stock	3230			1 24.
25. Surplus (excludes all surplus related to preferred stock)	3839		49	876 25.
26. a. Retained earnings	3632			554 26.a.
b. Accumulated other comprehensive income(5)	B530			26.b.
c. Other equity capital components(6)	A130			26.c.
27. a. Total bank equity capital (sum of items 23 through 26.c)	3210		50	431 27.a.
b. Noncontrolling (minority) interests in consolidated subsidiaries	3000			27.b.
28. Total equity capital (sum of items 27.a and 27.b)	G105		50	431 28.
29. Total liabilities and equity capital (sum of items 21 and 28)	3300		57	299 29.

Memoranda

To be reported with the March Report of Condition.

	RCON	Number
1. Indicate in the box at the right the number of the statement below that best describes the most comprehensive level of auditing work performed for the bank by independent external auditors as of any date during 2013		1 M.1.

- 1 = Independent audit of the bank conducted in accordance with generally accepted auditing standards by a certified public accounting firm which submits a report on the bank
- 2 = Independent audit of the bank's parent holding company conducted in accordance with generally accepted auditing standards by a certified public accounting firm which submits a report on the consolidated holding company (but not on the bank separately)
- 3 = Attestation on bank management's assertion on the effectiveness of the bank's internal control over financial reporting by a certified public accounting firm
- 4 = Directors' examination of the bank conducted in accordance with generally accepted auditing standards by a certified public accounting firm (may be required by state chartering authority)
- 5 = Directors' examination of the bank performed by other external auditors (may be required by state chartering authority)
- 6 = Review of the bank's financial statements by external auditors
- 7 = Compilation of the bank's financial statements by external auditors
- 8 = Other audit procedures (excluding tax preparation work)
- 9 = No external audit work

To be reported with the March Report of Condition.

	RCON	MM	DD
2. Bank's fiscal year-end date	8678	12	31 M.2.

(1) Includes total demand deposits and noninterest-bearing time and savings deposits.

- (2) Report overnight Federal Home Loan Bank advances in Schedule RC, item 16, "Other borrowed money."
 - (3) Includes all securities repurchase agreements, regardless of maturity.
 - (4) Includes limited-life preferred stock and related surplus.
 - (5) Includes, but not limited to, net unrealized holding gains (losses) on available-for-sale securities, accumulated net gains (losses) on cash flow hedges, and accumulated defined benefit pension and other postretirement plan adjustments..
 - (6) Includes treasury stock and unearned Employee Stock Ownership Plan shares.
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Letter of Transmittal

Offer to Exchange

6.25% Senior Notes due 2022, which have been registered under the Securities Act of 1933, as amended, for any and all outstanding 6.25% Senior Notes due 2022 144A Notes (CUSIP 629377 BV3 and ISIN US629377BV37) Regulation S Notes (CUSIP U66962 AK4 and ISIN USU66962AK48)

of

NRG ENERGY, INC.

THE EXCHANGE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON _____, 2014 (THE "EXPIRATION DATE"), UNLESS EXTENDED BY NRG ENERGY, INC. IN ITS SOLE DISCRETION.

The Exchange Agent for the Exchange Offer is:

LAW DEBENTURE TRUST COMPANY OF NEW YORK, EXCHANGE AGENT

By Registered or Certified Mail or Overnight Carrier:

Law Debenture Trust Company of New York
400 Madison Avenue, 4th Floor
New York, New York 10017
Attention: Corporate Trust Department

Facsimile Transmission:
(for eligible institutions only)

(212) 750-1361

Confirm by Telephone:
(212) 750-6474

By Hand Delivery:

Law Debenture Trust Company of New York
400 Madison Avenue, 4th Floor
New York, New York 10017
Attention: Corporate Trust Department

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 _____, 2014 (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 \$1,100,000,000 aggregate principal amount of 6.25% Senior Notes due 2022 (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 6.25% Senior Notes due 2022 (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.

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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 Law Debenture Trust Company of New York (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.

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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.

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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).

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PAYER'S NAME: Law Debenture Trust Company of New York

SUBSTITUTE FORM W-9 Part 1—PLEASE PROVIDE YOUR TIN IN THE BOX AT RIGHT AND CERTIFY OR BY SIGNING AND DATING BELOW Social Security Number(s) OR Employer Identification Number(s)

Department of the
Treasury Internal
Revenue Service

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

**Payer's Request for
Taxpayer**

(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.

CERTIFICATION INSTRUCTIONS—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).

SIGNATURE _____ DATE _____
NAME _____

(please print)

YOU MUST COMPLETE THE FOLLOWING CERTIFICATE IF YOU CHECKED THE BOX IN PART 3 OF THE SUBSTITUTE FORM W-9.

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CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER

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.

SIGNATURE _____ DATE _____

NAME _____
(please print)

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.

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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.

<u>SECURITY FOR THIS TYPE OF ACCOUNT</u>	<u>GIVE THE SOCIAL NUMBER OF</u>	<u>EMPLOYER FOR THIS TYPE OF ACCOUNT</u>	<u>GIVE THE IDENTIFICATION NUMBER OF</u>
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.

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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.

Notice of Guaranteed Delivery

Offer to Exchange

6.25% Senior Notes due 2022, which have been registered under the Securities Act of 1933, as amended, for any and all outstanding 6.25% Senior Notes due 2022 144A Notes (CUSIP 629377 BV3 and ISIN US629377BV37) Regulation S Notes (CUSIP U66962 AK4 and ISIN USU66962AK48)

of

NRG Energy, Inc.

THE EXCHANGE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON [blank], 2014 (THE "EXPIRATION DATE"), UNLESS EXTENDED BY NRG ENERGY, INC. IN ITS SOLE DISCRETION.

The Exchange Agent for the Exchange Offer is:

LAW DEBENTURE TRUST COMPANY OF NEW YORK, EXCHANGE AGENT

By Registered or Certified Mail or Overnight Carrier:

Law Debenture Trust Company of New York
400 Madison Avenue, 4th Floor
New York, New York 10017
Attention: Corporate Trust Department

Facsimile Transmission:
(for eligible institutions only)

(212) 750-1361

Confirm by Telephone:
(212) 750-6474

By Hand Delivery:

Law Debenture Trust Company of New York
400 Madison Avenue, 4th Floor
New York, New York 10017
Attention: Corporate Trust Department

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 6.25% Senior Notes due 2022 (together with the guarantees thereof, the "Old Notes") who wish to tender their Old Notes in exchange for a like principal amount of 6.25% Senior Notes due 2022 (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 [blank], 2014 (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 Tendered*

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 Tendered*

* 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:

, 2014

Offer to Exchange

6.25% Senior Notes due 2022, which have been registered under the Securities Act of 1933, as amended, for any and all outstanding 6.25% Senior Notes due 2022 144A Notes (CUSIP 629377 BV3 and ISIN US629377BV37) Regulation S Notes (CUSIP U66962 AK4 and ISIN USU66962AK48)

of

NRG ENERGY, INC.

THE EXCHANGE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON , 2014 (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 , 2014, 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 \$1,100,000,000 of 6.25% Senior Notes due 2022 (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 6.25% Senior Notes due 2022 (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 , 2014;
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,

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.

**Instructions to Registered Holder and/or
DTC Participant
from Beneficial Owner
of
NRG Energy, Inc.**

**6.25% Senior Notes due 2022
144A Notes (CUSIP 629377 BV3 and ISIN US629377BV37)
Regulation S Notes (CUSIP U66962 AK4 and ISIN USU66962AK48)**

To Registered Holders and/or Participants of The Depository Trust Company:

The undersigned hereby acknowledges receipt of the prospectus, dated _____, 2014, 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 \$1,100,000,000 aggregate principal amount of 6.25% Senior Notes due 2022 (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 6.25% Senior Notes due 2022 (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) the undersigned is not engaging in and does not intend to engage in a distribution of such Exchange Notes, (3) the undersigned does not have an arrangement or understanding with any person to participate in the distribution of such Exchange Notes, (4) the undersigned is not an “affiliate” of the Issuer within the meaning of Rule 405 under the Securities Act, and (5) the undersigned is not 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 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 by it as a result of market-making or other trading activities, (ii) it has not entered into any arrangement or understanding with the Issuer or an affiliate of the Issuer to distribute the Exchange Notes and (iii) 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.

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: _____