



PJM Interconnection  
Valley Forge Corporate Center  
955 Jefferson Avenue  
Norristown, PA 19403-2497

Audrey D. Williams  
Paralegal, Contract Administrator  
610.666.4651 | fax 610.666.8211  
willia@pjm.com

December 20, 2010

VIA EMAIL

Patricia Esposito  
NRG Power Marketing LLC  
211 Carnegie Center  
Princeton, NJ 08540

Dear Ms. Esposito:

Reliant Energy Northeast, LLC, became a PJM Member on November 3, 2010 and is known on the PJM system by its short name of "RELENE", Org. ID 19,849 and is a member in good standing.

NRG Power Marketing LLC, signed the PJM Reliability Assurance Agreement on July 19, 2010.

If you have any questions or need additional information, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read 'Audrey D. Williams', written over a horizontal line.

Audrey D. Williams  
Paralegal / Contract Administrator

**SCHEDULE 4**

**STANDARD FORM OF AGREEMENT TO BECOME A MEMBER OF THE LLC**

Any entity which wishes to become a Member of the LLC shall, pursuant to Section 11.6 of this Agreement, tender to the President an application, upon the acceptance of which it shall execute a supplement to this Agreement in the following form:

**Additional Member Agreement**

1. This Additional Member Agreement (the "Supplemental Agreement"), dated as of Nov 3, 2010, is entered into among Reliant Energy Northeast LLC and the President of the LLC acting on behalf of its Members.

2. Reliant Energy Northeast, LLC has demonstrated that it meets all of the qualifications required of a Member to the Operating Agreement. If expansion of the PJM Region is required to integrate Reliant Energy Northeast LLCs facilities, a copy of Attachment J from the PJM Tariff marked to show changes in the PJM Region boundaries is attached hereto. Reliant Energy Northeast LLC agrees to pay for all required metering, telemetering and hardware and software appropriate for it to become a member.

3. Reliant Energy Northeast LLC agrees to be bound by and accepts all the terms of the Operating Agreement as of the above date.

4. Reliant Energy Northeast, LLC hereby gives notice that the name and address of its initial representative to the Members Committee under the Operating Agreement shall be:

Patricia Esposito 211 Carnegie Blvd Princeton, NJ 08540

5. The President of the LLC is authorized under the Operating Agreement to execute this Supplemental Agreement on behalf of the Members.

6. The Operating Agreement is hereby amended to include Reliant Energy Northeast, LLC as a Member of the LLC thereto, effective as of November 3, 2010, the date the President of the LLC countersigned this Agreement.

IN WITNESS WHEREOF, Reliant Energy Northeast, LLC and the Members of the LLC have caused this Supplemental Agreement to be executed by their duly authorized representatives.

Members of the LLC

By: Terry Boston  
Name: Terry Boston  
Title: President CEO

By: Deena Morgan  
Name: Deena Morgan  
Title: Vice President, Reliant Energy Northeast, LLC

Issued By: Craig Glazer  
Vice President, Government Policy  
Issued On: April 30, 2004

Effective: May 1, 2004

Application for Membership  
Between  
PJM Interconnection, L.L.C.  
and

Reliant Energy Northeast LLC

This Application for Membership Agreement ("Agreement") is entered into between PJM Interconnection, L.L.C. ("PJM") and ("Applicant"). The purpose of this Agreement is to apply to become a member of the PJM and to participate under the PJM Amended and Restated Operating Agreement, Third Revised Rates Schedule FERC No. 24 ("Operating Agreement"). The Applicant has read and understands the terms and conditions of the Operating Agreement. The Applicant agrees to accept the concepts and obligations set forth in this Agreement and the Operating Agreement posted on the PJM website at:  
<http://www.pjm.com/documents/downloads/agreements/oa.pdf>.

The Applicant also commits to supply data required for coordination of planning and operating, including data for capacity accounting, and agrees to pay all costs and expenses in accordance with the Operating Agreement and all other applicable costs under the PJM Open Access Transmission Tariff ("Tariff"). Such costs include but are not limited to: (i) payment obligations under Schedule 3 of the Operating Agreement; (ii) costs under Schedule 9 of the PJM Tariff; and (iii) potential default allocation payment obligations pursuant to Section 15.2 of the Operating Agreement (PJM may, under the Operating Agreement, declare members in default for not paying their invoices. If that occurs, PJM may pursue collection of the overdue invoices that exceed the collateral PJM holds from the defaulting member as well as take steps to terminate the defaulting members' membership. According to the Operating Agreement, all members are required to pay a portion of the payment default that exceeds the defaulting member's collateral held by PJM.)

The Applicant will pay the annual fee of \$5,000 for the remainder of the year of application upon notification of PJM application approval per Schedule 3.

The Applicant recognizes that it shall become a member of PJM effective as of the date that the Applicant receives the supplement to the Operating Agreement in the form prescribed in Schedule 4 of the Operating Agreement signed by the Applicant and countersigned by the President of PJM pursuant to section 11.6 of the Operating Agreement.

This Agreement will remain in effect until notice of termination is given in writing by the authorized representative of either the Applicant or PJM. Any financial obligations must be satisfied prior to termination of the Applicant's obligations and responsibilities under the PJM Agreement.

Applicant:

Signature: *Deena Morgan*

Name: Deena Morgan

Title: Vice President  
Reliant Energy Northeast,  
LLC

Date: 7/19/10

PJM Interconnection, L.L.C.

Signature: *Terry Boston*

Name: Terry Boston

Title: President & CEO

Date: 11/3/2010



PJM Interconnection  
Valley Forge Corporate Center  
955 Jefferson Avenue  
Norristown, PA 19403-2497

Audrey D. Williams  
Paralegal, Contract Administrator  
610.666.4651 | fax 610.666.8211  
willia@pjm.com

November 4, 2010

**VIA EMAIL**

Patricia Esposito  
NRG Power Marketing LLC  
211 Carnegie Center  
Princeton, NJ 08540

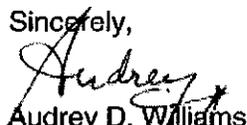
Dear Ms. Esposito:

NRG Power Marketing LLC, became a PJM Member on July 7, 1999 and is known on the PJM system by its short name of "NRGPM", Org. ID 1,953 and is a member in good standing.

NRG Power Marketing LLC, signed the PJM Reliability Assurance Agreement on January 13, 2010.

If you have any questions or need additional information, please let me know.

Sincerely,

  
Audrey D. Williams  
Paralegal / Contract Administrator

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

By:   
Christopher S. Moser  
Company Name: Vice President  
NRG Power Marketing LLC  
Date: 1/13/2010

**SCHEDULE 4**

**STANDARD FORM OF AGREEMENT TO BECOME A MEMBER OF THE LLC**

Any entity which wishes to become a Member of the LLC shall, pursuant to Section 11.6 of this Agreement, tender to the President an application, upon the acceptance of which it shall execute a supplement to this Agreement in the following form:

**Additional Member Agreement**

1. This Additional Member Agreement (the "Supplemental Agreement"), dated as of 7/7/1999, is entered into among PJM Interconnection LLC and the President of the LLC acting on behalf of its Members.

2. NRG Power Marketing Inc, LLC has demonstrated that it meets all of the qualifications required of a Member to the Operating Agreement. If expansion of the PJM Region is required to integrate NRG Power Marketing Inc, LLC's facilities, a copy of Attachment J from the PJM Tariff marked to show changes in the PJM Region boundaries is attached hereto. NRG Power Marketing Inc, LLC agrees to pay for all required metering, telemetering and hardware and software appropriate for it to become a member.

3. NRG Power Marketing Inc, LLC agrees to be bound by and accepts all the terms of the Operating Agreement as of the above date.

4. NRG Power Marketing Inc, LLC hereby gives notice that the name and address of its initial representative to the Members Committee under the Operating Agreement shall be:

Patricia Esposito, Director PJM Regulatory Affairs 211 Carnegie Blvd, Princeton, NJ 08540

5. The President of the LLC is authorized under the Operating Agreement to execute this Supplemental Agreement on behalf of the Members.

6. The Operating Agreement is hereby amended to include NRG Power Marketing Inc, LLC as a Member of the LLC thereto, effective as of July 7, 1999, the date the President of the LLC countersigned this Agreement.

IN WITNESS WHEREOF, NRG Power Marketing Inc, LLC and the Members of the LLC have caused this Supplemental Agreement to be executed by their duly authorized representatives.

Members of the LLC

By: Terry Boston  
Name: \_\_\_\_\_  
Title: President

By: Chris Moser  
Name: Christopher Moser  
Title: EVP Commercial Operations

Issued By: Craig Glazer  
Vice President, Government Policy  
Issued On: April 30, 2004

Effective: May 1, 2004