
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): **April 10, 2015**

NRG Yield, Inc.

(Exact name of Registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation)

001-36002
(Commission File Number)

46-1777204
(IRS Employer Identification No.)

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

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

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

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

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

On April 10, 2015, NRG Yield Operating LLC (“Yield Operating”), an indirect subsidiary of NRG Yield, Inc., the guarantors currently party to the Indenture (defined below) and Law Debenture Trust Company of New York, as trustee (the “Trustee”), entered into a supplemental indenture (the “Supplemental Indenture”), supplementing the indenture, dated as of August 5, 2014 (as amended or supplemented to the date hereof, the “Indenture”), by and among Yield Operating, the guarantors party thereto and the Trustee, pursuant to which Yield Operating issued \$500,000,000 in aggregate principal amount of its 5.375% Senior Notes due 2024 (the “Notes”). The Supplemental Indenture eliminated the the Parent Guarantee (as defined in the Indenture) release provisions.

A copy of the Supplemental Indenture is attached as Exhibit 4.1 to this Current Report on Form 8-K and is incorporated by reference herein. The description of the material terms of the Supplemental Indenture is qualified in its entirety by reference to such exhibit.

Item 9.01 Financial Statements and Exhibits**(d) Exhibits**

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

SIGNATURES

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

NRG Yield, Inc.

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

April 16, 2015

EXHIBIT INDEX

Exhibit No.	Document
4.1	Supplemental Indenture, dated as of April 10, 2015, among NRG Yield Operating LLC, NRG Yield LLC, the other guarantors named therein and Law Debenture Trust Company of New York

THIRD SUPPLEMENTAL INDENTURE

This THIRD SUPPLEMENTAL INDENTURE (this “*Third Supplemental Indenture*”), dated as of April 10, 2015, among NRG Yield Operating LLC, a Delaware limited liability company (the “*Company*”), NRG Yield LLC, a Delaware limited liability company (the “*Parent Guarantor*”), the other Guarantors (as defined in the Indenture referred to herein) and Law Debenture Trust Company of New York, as trustee under the Indenture referred to below (the “*Trustee*”).

WITNESSETH

WHEREAS, the Company has heretofore executed and delivered to the Trustee an indenture (the “*Indenture*”), dated as of August 5, 2014 providing for the issuance of 5.375% Senior Notes due 2024 (the “*Notes*”);

WHEREAS, the Indenture provides that, without the consent of any Holder of Securities, the Company, the Guarantors and the Trustee may amend or supplement the Indenture, the Securities or the Guarantees to make any change that would provide any additional rights or benefits to the Holders of the Securities or that does not adversely affect the legal rights under this Indenture of any such Holder;

WHEREAS, the Company, the Parent Guarantor and the other Guarantors, desire to amend the indenture to eliminate the circumstances under which the Parent Guarantor’s Guarantee could be released;

WHEREAS, the Company, the Parent Guarantor and the other Guarantors warrant that all conditions necessary to authorize the execution and delivery of this Third Supplemental Indenture and to make it a valid and binding obligation of the the Company, the Parent Guarantor and the other Guarantors have occurred or been performed; and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee, the Company, the Parent Guarantor and the other Guarantors are authorized to execute and deliver this Third Supplemental Indenture.

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

1. CAPITALIZED TERMS. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.
 2. AMENDMENT TO PARENT GUARANTEE RELEASE. The following provision replaces Section 10.5(a) of the Indenture in its entirety:
 - (a) [Reserved]
 3. NEW YORK LAW TO GOVERN. THE INTERNAL LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS THIRD SUPPLEMENTAL INDENTURE WITHOUT GIVING EFFECT TO APPLICABLE
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PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

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

5. EFFECT OF HEADINGS. The Section headings herein are for convenience only and shall not affect the construction hereof.

6. THE TRUSTEE. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Third Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Company, the Parent Guarantor and the other Guarantors.

7. RATIFICATION OF INDENTURE; SUPPLEMENTAL INDENTURE FOR ADDITIONAL GUARANTEES PART OF INDENTURE. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Third Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

ALTA WIND COMPANY, LLC

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

ALTA WIND 1-5 HOLDING COMPANY, LLC

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

NYLD FUEL CELL HOLDINGS LLC

By: /s/ Gaëtan Frotté
Name: Gaëtan Frotté
Title: Vice President and Treasurer

NRG YIELD RPV HOLDING LLC

By: /s/ Gaëtan Frotté
Name: Gaëtan Frotté
Title: Vice President and Treasurer

UB FUEL CELL, LLC

By: /s/ Gaëtan Frotté
Name: Gaëtan Frotté
Title: Vice President and Treasurer

Signature Page to Third Supplemental Indenture
