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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

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**SCHEDULE 13D**  
Under the Securities Exchange Act of 1934  
(Amendment No.)\*

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**NRG ENERGY, INC.**

(Name of Issuer)

**COMMON STOCK, \$0.01 PAR VALUE**  
(Title of Class of Securities)

**629377508**  
(CUSIP Number)

**Jonathan Siegler**  
**Bluescape Energy Partners LLC**  
**200 Crescent Court, Suite 1900**  
**Dallas, TX 75201**  
**(469) 398-2205**

*With a Copy to:*

**Kai Haakon E. Liekefett, Esq.**  
**Lawrence S. Elbaum, Esq.**  
**Vinson & Elkins L.L.P.**  
**666 Fifth Avenue**  
**New York, NY 10103**  
**(212) 237-0037**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

**January 4, 2017**  
(Date of Event which Requires Filing of this Statement)

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If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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1	Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only).  BEP Special Situations 2 LLC	
2	Check the Appropriate Box if a Member of a Group (See Instructions)  (a): <input checked="" type="checkbox"/> (b): <input type="checkbox"/>	
3	SEC Use Only	
4	Source of Funds (See Instructions)  WC	
5	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)  <input type="checkbox"/>	
6	Citizenship or Place of Organization  Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power  0
	8	Shared Voting Power  6,648,963
	9	Sole Dispositive Power  0
	10	Shared Dispositive Power  7,807,214
11	Aggregate Amount Beneficially Owned by Each Reporting Person  7,807,214	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)  <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11)  2.5%	
14	Type of Reporting Person (See Instructions)  OO	

1	Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only).  Bluescape Energy Recapitalization and Restructuring Fund III LP
2	Check the Appropriate Box if a Member of a Group (See Instructions)  (a): <input checked="" type="checkbox"/> (b): <input type="checkbox"/>
3	SEC Use Only
4	Source of Funds (See Instructions)  WC
5	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)  <input type="checkbox"/>
6	Citizenship or Place of Organization  Delaware
Number of Shares Beneficially Owned by Each Reporting Person With	7 Sole Voting Power 0
	8 Shared Voting Power 6,648,963
	9 Sole Dispositive Power 0
	10 Shared Dispositive Power 7,807,214
11	Aggregate Amount Beneficially Owned by Each Reporting Person  7,807,214
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)  <input type="checkbox"/>
13	Percent of Class Represented by Amount in Row (11)  2.5%
14	Type of Reporting Person (See Instructions)  PN

1	Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only).  Bluescape Energy Partners III GP LLC
2	Check the Appropriate Box if a Member of a Group (See Instructions)  (a): <input checked="" type="checkbox"/> (b): <input type="checkbox"/>
3	SEC Use Only
4	Source of Funds (See Instructions)  WC
5	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)  <input type="checkbox"/>
6	Citizenship or Place of Organization  Delaware
Number of Shares Beneficially Owned by Each Reporting Person With	7 Sole Voting Power 0
	8 Shared Voting Power 6,648,963
	9 Sole Dispositive Power 0
	10 Shared Dispositive Power 7,807,214
11	Aggregate Amount Beneficially Owned by Each Reporting Person  7,807,214
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)  <input type="checkbox"/>
13	Percent of Class Represented by Amount in Row (11)  2.5%
14	Type of Reporting Person (See Instructions)  OO

1	Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only).  Bluescape Resources GP Holdings LLC
2	Check the Appropriate Box if a Member of a Group (See Instructions)  (a): <input checked="" type="checkbox"/> (b): <input type="checkbox"/>
3	SEC Use Only
4	Source of Funds (See Instructions)  WC
5	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)  <input type="checkbox"/>
6	Citizenship or Place of Organization  Delaware
Number of Shares Beneficially Owned by Each Reporting Person With	7 Sole Voting Power
	8 Shared Voting Power 6,648,963
	9 Sole Dispositive Power
	10 Shared Dispositive Power 7,807,214
11	Aggregate Amount Beneficially Owned by Each Reporting Person  7,807,214
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)  <input type="checkbox"/>
13	Percent of Class Represented by Amount in Row (11)  2.5%
14	Type of Reporting Person (See Instructions)  OO

1	Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only).  Charles John Wilder, Jr.		
2	Check the Appropriate Box if a Member of a Group (See Instructions)  (a): <input checked="" type="checkbox"/> (b): <input type="checkbox"/>		
3	SEC Use Only		
4	Source of Funds (See Instructions)  WC		
5	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)  <input type="checkbox"/>		
6	Citizenship or Place of Organization  United States		
Number of Shares Beneficially Owned by Each Reporting Person With		7	Sole Voting Power  0
		8	Shared Voting Power  6,648,963
		9	Sole Dispositive Power  0
		10	Shared Dispositive Power  7,807,214
11	Aggregate Amount Beneficially Owned by Each Reporting Person  7,807,214		
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)  <input type="checkbox"/>		
13	Percent of Class Represented by Amount in Row (11)  2.5%		
14	Type of Reporting Person (See Instructions)  IN, HC		

**Item 1. Security and Issuer**

The title of the class of equity security to which this statement on Schedule 13D relates is the Common Stock, par value of \$0.01 per share (the “Common Stock”) of NRG Energy, Inc., a Delaware corporation (the “Issuer”). The address of the Issuer’s principal executive offices is 804 Carnegie Center, Princeton, New Jersey 08540.

**Item 2. Identity and Background**

- (a) This statement on Schedule 13D is filed jointly by the following entities and persons, all of whom are together referred to herein as the “Reporting Persons”:
- (i) BEP Special Situations 2 LLC (“Special Situations 2”)
  - (ii) Bluescape Energy Recapitalization and Restructuring Fund III LP (“Main Fund”)
  - (iii) Bluescape Energy Partners III GP LLC (“Bluescape GP”)
  - (iv) Bluescape Resources GP Holdings LLC (“Bluescape GP Holdings”)
  - (v) Charles John Wilder, Jr.
- (b) The address of the principal business address of each of the Reporting Persons is 200 Crescent Court, Suite 1900, Dallas, Texas 75201.
- (c) The principal business of Special Situations 2 is investing in energy companies and energy assets. The principal business of Main Fund is investing in energy companies and energy assets and acting as a managing member of Special Situations 2. The principal business of Bluescape GP is acting as the general partner of Main Fund and other funds that Bluescape GP controls. The principal business of Bluescape GP Holdings is acting as the manager of Bluescape GP and other funds that Bluescape GP Holdings controls. The principal business of Charles John Wilder, Jr. is acting as the manager of Bluescape GP Holdings and its affiliates and as the manager or member of other investment and operating entities.
- (d) No Reporting Person has, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).
- (e) No Reporting Person has, during the last five years, been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.
- (f) Each of Special Situations 2, Main Fund, Bluescape GP and Bluescape GP Holdings is organized under the laws of the State of Delaware. Charles John Wilder, Jr. is a citizen of the United States of America.

**Item 3. Source and Amount of Funds or Other Consideration**

Special Situations 2 used Working Capital to purchase the shares of Common Stock (the “Shares”) reported herein and to enter into the forward purchase contracts referenced in Item 6. The total purchase price for the 6,648,963 shares of Common Stock directly owned by Special Situations 2 was approximately \$87,131,127. The total purchase price for entering into the forward purchase contracts referenced in Item 6 was approximately \$14,691,851. The combined purchase price paid by Special Situations 2 for the 6,648,963 shares of Common Stock directly owned by Special Situations 2 and for the 1,158,251 shares of Common Stock underlying the forward purchase contracts referenced in Item 6 was approximately \$101,822,978.

#### **Item 4. Purpose of Transaction**

Bluescape Energy Partners LLC (“Bluescape Management”) and Special Situations 2 have entered into an Agreement (defined and described in Item 6 below and incorporated herein by reference) with Elliott Associates, L.P., Elliott International, L.P. and Elliott International Capital Advisors Inc. (collectively, “Elliott”) whereby, among other things, Bluescape Management, Special Situations 2 and Elliott have agreed that they will coordinate and cooperate in certain activities related to their ownership of Securities (as defined in the Agreement). Accordingly, each of the Reporting Persons and Elliott may be deemed a group (the “Group”) for the purposes of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). Information regarding the other members of the Group, including their ownership of Common Stock, can be found in the Schedule 13D filed by Elliott on the date hereof with the Securities and Exchange Commission, and as may be amended from time to time. The Reporting Persons assume no responsibility for the information contained in such Schedule 13D filed by Elliott. The Reporting Persons expressly disclaim beneficial ownership of any Securities acquired by the other members of the Group.

The Group believes the securities of the Issuer are deeply undervalued and that there exist numerous opportunities to significantly increase shareholder value, including operational and financial improvements as well as strategic initiatives. The Group believes that Charles John Wilder, Jr. and his team have directly relevant experience in effectuating such improvements and are initiating a dialogue with management and the Board of Directors (the “Board”) to address these opportunities as well as implement appropriate Board-level oversight.

The Group is also evaluating the nomination of one or more individuals for election as directors of the Issuer at the 2017 annual meeting of stockholders and have requested from the Issuer a copy of the director nominee questionnaire that has to be delivered pursuant to Section 11(A)(2)(b)(iii) of Article II of the Issuer’s Third Amended and Restated By-Laws.

Depending upon overall market conditions, other investment opportunities available to the Reporting Persons, and the availability of securities of the Issuer at prices that would make the purchase or sale of such securities desirable, the Reporting Persons may endeavor (i) to increase or decrease their respective positions in the Issuer through, among other things, the purchase or sale of securities of the Issuer on the open market or in private transactions, including through a trading plan created under Rule 10b5-1(c) or otherwise, on such terms and at such times as the Reporting Persons may deem advisable and/or (ii) to enter into transactions that increase or hedge their economic exposure to the Common Stock without affecting their beneficial ownership of shares of Common Stock, including, among other transactions, the short selling of one or more classes of debt securities of the Issuer or its affiliates, or entering into other swap or derivative transactions that reference such debt securities.

No Reporting Person has any present plan or proposal which would relate to or result in any of the matters set forth in subparagraphs (a)-(j) of Item 4 of Schedule 13D except as set forth herein or such as would occur upon or in connection with completion of, or following, any of the actions discussed herein. The Reporting Persons may take positions and/or make proposals with respect to, or with respect to potential changes in, the operations, management, strategy, plans, the certificate of incorporation and bylaws, Board composition, ownership, capital or corporate structure, dividend policy, or potential acquisitions or sales involving the Issuer or certain of the Issuer’s businesses or assets as a means of enhancing stockholder value, or may change their intention with respect to any and all matters referred to in this Item 4. The Reporting Persons intend to review their investment in the Issuer on a continuing basis and may from time to time in the future express their views to and/or meet with management or the Board, may communicate with other stockholders or third parties (directly or through agents, whether in person or through press releases, social media or otherwise), including, potential acquirers, service providers and financing sources, and/or formulate plans or proposals regarding the Issuer, its assets or its securities. Such proposals or positions may include one or more plans that relate to or would result in any of the actions set forth in subparagraphs (a)-(j) of Item 4 of Schedule 13D.

#### **Item 5. Interest in Securities of the Issuer**

(a) As of the date hereof, the Reporting Persons collectively have combined economic exposure in the Issuer of approximately 7,807,214 of the shares of Common Stock outstanding, representing 2.5% of the shares of Common Stock outstanding. The Reporting Persons collectively beneficially own 7,807,214 shares of Common Stock (constituting approximately 2.5% of the shares of Common Stock outstanding), including 1,158,251 shares of Common Stock underlying the forward purchase contracts described below (constituting approximately 0.4% of the shares of Common Stock outstanding).



As of the date hereof, accounting for notional principal amount derivative agreements in the form of cash settled swaps entered into by Elliott with respect to 4,900,000 shares of Common Stock of the Issuer, the Group collectively has economic exposure in the Issuer of 29,590,820 shares of Common Stock outstanding or 9.4% of the shares of Common Stock outstanding. Information regarding the other members of the Group's ownership of Common Stock can be found in the Schedule 13D filed by Elliott on the date hereof with the Securities and Exchange Commission, and as may be amended from time to time. The Reporting Persons assume no responsibility for the information contained in such Schedule 13D filed by Elliott. The Reporting Persons and their affiliates expressly disclaim beneficial ownership of any Securities acquired by the other members of the Group.

The aggregate percentage of Common Stock reported owned by each person named herein is based upon 315,442,997 shares of Common Stock outstanding as of October 31, 2016, which is the total number of shares of Common Stock outstanding as reported in the Issuer's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on November 4, 2016.

(i) Special Situations 2

- (a) As of the date hereof, Special Situations 2 beneficially owned 7,807,214 Shares (consisting of (i) 6,648,963 Shares and (ii) 1,158,251 Shares underlying the forward purchase contracts referenced below), constituting collectively approximately 2.5% of the outstanding Shares.
- (b)
  - 1. Sole power to vote or direct vote: 0
  - 2. Shared power to vote or direct vote: 6,648,963 Shares
  - 3. Sole power to dispose or direct the disposition: 0
  - 4. Shared power to dispose or direct the disposition: 7,807,214 Shares

(ii) Main Fund

- (a) As of the date hereof, Main Fund may be deemed the beneficial owner of the 7,807,214 Shares beneficially owned by Special Situations 2 (consisting of (i) 6,648,963 Shares and (ii) 1,158,251 Shares underlying the forward purchase contracts referenced below), constituting collectively approximately 2.5% of the outstanding Shares.
- (b)
  - 1. Sole power to vote or direct vote: 0
  - 2. Shared power to vote or direct vote: 6,648,963 Shares
  - 3. Sole power to dispose or direct the disposition: 0
  - 4. Shared power to dispose or direct the disposition: 7,807,214 Shares

(iii) Bluescape GP

- (a) As of the date hereof, Bluescape GP may be deemed the beneficial owner of the 7,807,214 Shares beneficially owned by Special Situations 2 (consisting of (i) 6,648,963 Shares and (ii) 1,158,251 Shares underlying the forward purchase contracts referenced below), constituting collectively approximately 2.5% of the outstanding Shares.
- (b)
  - 1. Sole power to vote or direct vote: 0
  - 2. Shared power to vote or direct vote: 6,648,963 Shares
  - 3. Sole power to dispose or direct the disposition: 0
  - 4. Shared power to dispose or direct the disposition: 7,807,214 Shares

(iv) Bluescape GP Holdings

- (a) As of the date hereof, Bluescape GP Holdings may be deemed the beneficial owner of the 7,807,214 Shares beneficially owned by Special Situations 2 (consisting of (i) 6,648,963 Shares and (ii) 1,158,251 Shares underlying the forward purchase contracts referenced below), constituting collectively approximately 2.5% of the outstanding Shares.
- (b)
  - 1. Sole power to vote or direct vote: 0
  - 2. Shared power to vote or direct vote: 6,648,963 Shares

3. Sole power to dispose or direct the disposition: 0
4. Shared power to dispose or direct the disposition: 7,807,214 Shares

(v) Charles John Wilder, Jr.

- (a) As of the date hereof, Charles John Wilder, Jr. may be deemed the beneficial owner of the 7,807,214 Shares beneficially owned by Special Situations 2 (consisting of (i) 6,648,863 Shares and (ii) 1,158,251 Shares underlying the forward purchase contracts referenced below), constituting collectively approximately 2.5% of the outstanding Shares.
- (b)
  1. Sole power to vote or direct vote: 0
  2. Shared power to vote or direct vote: 6,648,963 Shares
  3. Sole power to dispose or direct the disposition: 0
  4. Shared power to dispose or direct the disposition: 7,807,214 Shares

(c) The transactions effected by the Reporting Persons during the past 60 days are set forth on Schedule 1 attached hereto.

(d) No person other than the Reporting Persons has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the shares of Common Stock beneficially owned by any Reporting Persons.

(e) Not applicable.

#### **Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer**

On January 16, 2017, Bluescape Management and Special Situations 2 entered into an agreement (the "Agreement") with Elliott whereby, among other things, they will coordinate and cooperate in certain activities related to their ownership of Securities (as defined in the Agreement). Pursuant to the Agreement, the following matters require the mutual agreement of the parties: (i) the selection and nomination of individuals to serve as directors of the Issuer; (ii) hiring professionals in connection with the activities contemplated by and resulting from the Agreement (including, without limitation, any investment bankers, local counsel, proxy solicitors, public relations firms and private investigators), other than any professionals retained by the parties in connection with the activities contemplated thereby or resulting from the Agreement prior to the date thereof; (iii) making, revising or withdrawing of any proposals to the Issuer regarding the conduct of its business, corporate governance matters, corporate transactions or otherwise; (iv) seeking to control, advise, change or influence the management, directors, governing instruments, stockholders, policies or affairs of the Issuer; (v) the conduct of any proxy contest, proxy solicitation or similar actions involving the Issuer and its stockholders; (vi) the manner, form, content and timing of any communications with the Issuer, as well as any public disclosures, public statements or other communications relating to the Issuer, the Securities, the Agreement or the activities contemplated by the Agreement (subject to certain exceptions for any disclosure, statement or communication that is required by law, regulation or fund documentation applicable to a party); (vii) the admission of any additional members to the group (within the meaning of Section 13 of the Exchange Act) formed by the Agreement or otherwise, or entering into any agreement, arrangement or understanding with, or determining to act in concert with, any person (other than an affiliate) in connection with the holding, voting or disposition of Securities or the solicitation of proxies from stockholders of the Issuer; (viii) the conduct of any litigation in furtherance of the activities contemplated by or resulting from the Agreement; (ix) entering into any settlement, standstill or other similar agreement with the Issuer; and (x) engaging in any of the foregoing activities, directly or indirectly, including, without limitation, through or by any Covered Entities (as defined in the Agreement), other than pursuant to the terms of the Agreement. Per the terms of the Agreement, the Reporting Persons have also agreed to (x) take such commercially reasonable actions as may be required so that they may vote their Common Stock, and cause any person with whom they has shared voting power to vote such Common Stock, in connection with any meeting of the Issuer's stockholders, (y) attend any meeting of the Issuer's stockholders held in the 2017 calendar year, in person or by proxy, such that all Common Stock held by them is represented and entitled to vote on all matters to be voted upon at such meeting, and (z) vote such Common Stock in person or by proxy in favor of the Company Actions (as defined in the Agreement) and any ancillary or procedural actions or matters related to giving effect to, or required to effect the approval of, the Company Actions and, with respect to any other proposal put forth for a vote of the stockholders at any such meeting, in accordance with any agreement of the parties prior to the conclusion thereof. The foregoing description of the Agreement is qualified in its entirety by reference to the Agreement, which is attached as Exhibit 99.1 hereto and is incorporated by reference herein.

Special Situations 2 has entered into forward purchase contracts for the purchase of an aggregate of 1,158,251 shares of the Common Stock. The forward purchase contracts represent economic exposure comparable to an interest in approximately 0.4% of the total outstanding shares of Common Stock. The forward purchase contracts may be settled in cash or through physical delivery of shares. None of the forward purchase contracts gives the Reporting Persons direct or indirect voting, investment or dispositive control over any securities of the Issuer or requires the counterparty thereto to acquire, hold, vote or dispose of any securities of the Issuer. The counterparties to the forward purchase contracts are unaffiliated third party financial institutions.

On January 17, 2017, Special Situations 2, Main Fund, Bluescape GP, Bluescape GP Holdings and Charles John Wilder, Jr. entered into a Joint Filing Agreement (the "Joint Filing Agreement") in which the parties agreed to the joint filing on behalf of each of them of statements on Schedule 13D with respect to the securities of the Issuer to the extent required by applicable law. The Joint Filing Agreement is attached hereto as Exhibit 99.2 and is incorporated herein by reference.

The information set forth under Item 4 above is incorporated herein by reference.

Except as described above in this Item 6, none of the Reporting Persons has any contracts, arrangements, understandings or relationships with respect to the securities of the Issuer.

**Item 7. Material to Be Filed as Exhibits**

Exhibit 99.1 – Amended and Restated Agreement, dated as of January 16, 2017, by and among Elliott Associates, L.P., Elliott International, L.P., Elliott International Capital Advisors Inc., Bluescape Energy Partners LLC and BEP Special Situations 2 LLC.

Exhibit 99.2 – Joint Filing Agreement.

Schedule 1 – Transactions of the Reporting Persons Effected During the Past 60 Days.

**SIGNATURES**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: January 17, 2017

**BEP Special Situations 2 LLC**

By: /s/ Jonathan Siegler  
Name: Jonathan Siegler  
Title: Managing Director and Chief Financial Officer

**Bluescape Energy Recapitalization and Restructuring Fund III LP**

By: Bluescape Energy Partners III GP LLC, its general partner

By: /s/ Jonathan Siegler  
Name: Jonathan Siegler  
Title: Managing Director and Chief Financial Officer

**Bluescape Energy Partners III GP LLC**

By: /s/ Jonathan Siegler  
Name: Jonathan Siegler  
Title: Managing Director and Chief Financial Officer

**Bluescape Resources GP Holdings LLC**

By: /s/ Charles John Wilder, Jr.  
Name: Charles John Wilder, Jr.  
Title: Sole Manager

**Charles John Wilder, Jr.**

/s/ Charles John Wilder, Jr.  
Charles John Wilder, Jr.

**SCHEDULE 1****TRANSACTIONS OF THE REPORTING PERSONS EFFECTED DURING THE PAST 60 DAYS**

The following transactions were effected by BEP Special Situations 2 LLC:

<b>Date</b>	<b>Buy/Sell</b>	<b>No. of Shares</b>	<b>Approx. Price (\$ per Share</b>	<b>Security</b>
11/30/2016	Buy	100,000	11.456	Common Stock
12/1/2016	Buy	250,000	11.270	Common Stock
12/2/2016	Buy	292,826	11.252	Common Stock
12/5/2016	Buy	157,000	11.288	Common Stock
12/6/2016	Buy	2,400	11.506	Common Stock
12/7/2016	Buy	200,000	11.958	Common Stock
12/8/2016	Buy	53,700	12.004	Common Stock
12/9/2016	Buy	200,000	12.712	Common Stock
12/12/2016	Buy	400,000	12.721	Common Stock
12/13/2016	Buy	200,000	12.748	Common Stock
12/14/2016	Buy	350,000	12.753	Common Stock
12/15/2016	Buy	350,000	12.472	Common Stock
12/16/2016	Buy	350,000	12.457	Common Stock
12/28/2016	Buy	20,000	12.464	Common Stock
12/29/2016	Buy	20,000	12.466	Common Stock
1/3/2017	Buy	23,088	12.335	Common Stock
1/4/2017	Buy	150,000	12.849	Common Stock
1/5/2017	Buy	300,000	13.170	Common Stock
1/6/2017	Buy	353,501	13.233	Common Stock
1/9/2017	Buy	500,000	13.416	Common Stock
1/10/2017	Buy	350,000	13.574	Common Stock
1/11/2017	Buy	600,000	13.904	Common Stock
1/12/2017	Buy	700,000	14.282	Common Stock
1/13/2017	Buy	726,448	14.495	Common Stock

All of the above transactions were effected on the open market.

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THIS AMENDED AND RESTATED AGREEMENT (this "Agreement"), dated as of January 16, 2017, is by and among Elliott Associates, L.P., a Delaware limited partnership ("EALP"), Elliott International, L.P., a Cayman Islands limited partnership ("EILP"), and Elliott International Capital Advisors Inc., a Delaware corporation ("EICA" and, together with EALP and EILP, collectively, "Elliott"), and Bluescape Energy Partners LLC, a Delaware limited liability company ("BEP"), and BEP Special Situations 2 LLC, a Delaware limited liability company ("BEP SS2" and, together with BEP, collectively, "Bluescape"). Each of Elliott and Bluescape is referred to herein as a "party" and, collectively, as the "parties".

WHEREAS, the parties desire to coordinate certain efforts with respect to (i) the proposal of certain actions relating to NRG Energy, Inc. (the "Company") and (ii) the purchase of Securities (as defined in Section 12 below) by them, their affiliates (as defined in Rule 12b-2 promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act")), and any of their and their affiliates' respective investment funds, managed accounts or other investment vehicles managed or advised by them or their affiliates (collectively, "Covered Entities").

NOW, THEREFORE, in consideration of the covenants and agreements set forth in this Agreement, and for other good and valuable consideration the receipt and sufficiency of which are acknowledged, and intending to be legally bound, the parties agree as follows:

1. Purchase and Sale of Securities.

- a. Subject to the terms of this Agreement, Elliott and Bluescape may, directly or indirectly through their respective Covered Entities, separately acquire Securities; provided, however, that in no event shall Elliott or Bluescape, or any of their respective Covered Entities, acquire Securities in excess of such party's respective Maximum Investment (as defined below) without the prior written consent of both Bluescape and Elliott, which consent may be withheld for any or no reason. For the avoidance of doubt, it is in each party's sole discretion whether to acquire Securities (directly or indirectly through its Covered Entities) and in what amount (subject to the Maximum Investment).
  - b. Each party shall, on a daily basis, provide the other party with information regarding any transactions effected in the Securities by such party and its Covered Entities (which information shall include (x) the quantity of Securities acquired or sold and (y) with respect to Derivative Contracts, the number of Notional Common Shares).
  - c. For purposes of this Agreement, "Maximum Investment" shall mean (x) with respect to Bluescape, Securities representing 2.475% of the total number of then outstanding shares of Common Stock (which, as of the date hereof, is calculated to be 7,807,214 shares of Common Stock) and (y) with respect to Elliott, Securities representing 7.425% of the total number of then outstanding shares of Common Stock (which, as of the date hereof, is calculated to be 23,421,643 shares of Common Stock).
  - d. Elliott believes that having Bluescape as a co-sponsor of the transactions contemplated by this Agreement provides value to EALP and EILP. Accordingly, as an inducement for Bluescape to enter into this Agreement, Elliott agrees that Bluescape is to be reimbursed in an amount equal to \$1,000,000 for a portion of the price paid by Bluescape for Securities acquired prior to the date hereof.
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## 2. Coordinated Activities.

- a. The following matters shall require the mutual agreement of the parties (which agreement shall not be unreasonably withheld, conditioned or delayed): (i) the selection and nomination of individuals to serve as directors of the Company; (ii) hiring professionals in connection with the activities contemplated by and resulting from this Agreement (including, without limitation, any investment bankers, local counsel, proxy solicitors, public relations firms and private investigators), other than any professionals retained by the parties in connection with the activities contemplated hereby or resulting from this Agreement prior to the date hereof; (iii) making, revising or withdrawing of any proposals to the Company regarding the conduct of its business, corporate governance matters, corporate transactions or otherwise; (iv) seeking to control, advise, change or influence the management, directors, governing instruments, stockholders, policies or affairs of the Company; (v) the conduct of any proxy contest, proxy solicitation or similar actions involving the Company and its stockholders; (vi) the manner, form, content and timing of any communications with the Company, as well as any public disclosures, public statements or other communications relating to the Company, the Securities, this Agreement or the activities contemplated by this Agreement (provided that, to the extent such disclosure, statement or communication is required by law, regulation or fund documentation applicable to a party, such party may make such required disclosure, statement or other communication without the agreement of the other party as long as such party, to the extent practicable and permitted by applicable law and regulation, provides prior notice thereof to the other party); (vii) the admission of any additional members to the group (within the meaning of Section 13 of the Exchange Act) formed by this Agreement or otherwise, or entering into any agreement, arrangement or understanding with, or determining to act in concert with, any person (other than an affiliate) in connection with the holding, voting or disposition of Securities or the solicitation of proxies from stockholders of the Company; (viii) the conduct of any litigation in furtherance of the activities contemplated by or resulting from this Agreement; (ix) entering into any settlement, standstill or other similar agreement with the Company; and (x) engaging in any of the foregoing activities, directly or indirectly, including, without limitation, through or by any Covered Entities, other than pursuant to the terms of this Agreement. The provisions of this Section 2(a) shall not restrict the parties' ability to have private discussions with Company stockholders and research analysts as long as such discussions, to the extent they relate to the Company, are consistent with the actions and communications previously agreed to by the parties.
- b. Neither party shall be permitted, nor shall either party allow its Covered Entities, to enter into a confidentiality agreement or other agreement with any third party that either (i) restricts the parties' ability to execute transactions in Securities or (ii) relates to the receipt by such party of material non-public information with respect to the Company that could restrict such party's ability to trade in the Securities; provided, however, that, in the event that either Elliott or Bluescape, directly or indirectly through its respective Covered Entities, receives any material non-public information with respect to the Company, (A) such party shall immediately notify the other party of the fact that it has received material non-public information with respect to the Company that could reasonably be expected to restrict such party's ability to trade in Securities, and (B) such party shall not share such material non-public information with the other party.

- c. For the avoidance of doubt, this Agreement shall not restrict either party's purchase or sale of any debt securities of the Company or any derivative instrument with respect thereto.
3. Voting of Common Stock.
- a. Each party shall, and shall cause its Covered Entities to, (i) take such commercially reasonable actions as may be required so that it may vote its Common Stock, and cause any person with whom it has shared voting power to vote such Common Stock, in connection with any meeting of stockholders or action by written consent with respect to the Company; and (ii) on the Meeting Date, (x) attend the 2017 Meeting in person or by proxy such that all Common Stock held by such party and its Covered Entities is represented and entitled to vote on all matters to be voted upon at such meeting, (y) at the 2017 Meeting, vote such Common Stock in person or by proxy in favor of the persons nominated by the parties or any of their respective Covered Entities to the board of directors of the Company (the "Company Actions"), in favor of any ancillary or procedural actions or matters related to giving effect to the Company Actions or required to effect the approval of the Company Actions (but in no event in contravention of any of the Company Actions) and, with respect to any other proposal put forth for a vote of the stockholders at the 2017 Meeting, in accordance with any agreement of the parties prior to the conclusion of the 2017 Meeting, and (z) at the 2017 Meeting, not vote any such Common Stock other than as provided in the immediately preceding clause (y).
- b. In the event that, prior to the 2017 Meeting, the Company convenes a special meeting of the stockholders of the Company for the removal or election of directors or any other proposals, the terms of Section 3(a) shall also apply to the parties, to the furthest extent possible, with respect to their conduct in connection with voting at such special meeting.
- c. For purposes of this Section 3, (i) "Meeting Date" shall mean the date of the Company's 2017 Meeting; and (ii) "2017 Meeting" shall mean the annual meeting of the stockholders of the Company to be held in calendar year 2017.
- d. Nothing in this Agreement, including this Section 3, shall restrict the parties' ability to sell and transfer Securities.
4. Shared Expenses. Elliott and Bluescape shall pay, on a 75% and 25% *pro rata* basis, respectively, all third party out-of-pocket expenses incurred by the parties and their respective Covered Entities in furtherance of the actions agreed to be undertaken pursuant to this Agreement that have been approved by the parties (which approval shall not be unreasonably withheld, conditioned or delayed) in writing (including, for such purposes, through email correspondence) prior to or after their incurrence. Promptly upon request, each party shall reimburse the other party for its respective portion of any such shared expenses incurred or to be incurred by the other party; provided, however, that the party seeking reimbursement shall provide the other party with reasonable documentation evidencing its expenses upon request. Notwithstanding the foregoing, a party will not be entitled to contribution for any expense or liability arising out of such party's or its affiliates' breach of this Agreement, fraud, willful misconduct or gross negligence. Neither party shall charge the other party any management, incentive or similar fees in connection with this Agreement or the actions contemplated by or resulting from this Agreement.



5. Regulatory Reporting; Compliance. The parties shall cooperate in connection with the drafting and filing of any regulatory filing that may be required to be made in connection with the matters contemplated by or resulting from this Agreement under applicable law (including, without limitation, any Schedule 13D (and any amendments thereto) required to be filed under the Exchange Act and any filings required to be made under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended). Each party shall be responsible for the accuracy and completeness of the disclosure related to such party in any such regulatory filing, and shall not be responsible for the accuracy or completeness of the information concerning the other party therein. Each of the parties hereby agrees to use its reasonable best efforts to ensure its compliance with all applicable regulatory requirements in connection with the activities contemplated by and resulting from this Agreement (including, without limitation, the foregoing regulatory reporting requirements). Each party shall be responsible for any breaches or violations of such regulatory requirements by such party or any of its affiliates, individually or collectively, and shall not be responsible for any such breaches or violations by the other party or any of the other party's affiliates.
6. Representations and Warranties.
- a. Each party hereby represents and warrants to the other party that (i) such party is entering into this Agreement, and the arrangement contemplated hereby, solely as a result of its own independent analysis and research of the Company; (ii) neither party is providing investment advice or investment services to the other party; (iii) such party and its Covered Entities have not executed a confidentiality agreement or other similar agreement with the Company; and (iv) such party and its Covered Entities do not have any material non-public information concerning the Company that could reasonably be expected to restrict either party's, or any of their respective Covered Entities', ability to trade Securities.
- b. Each party hereby represents and warrants to the other party that, as of the close of business on January 13, 2017, such party and its respective Covered Entities did not own any Securities, did not have beneficial ownership of any Securities, and were not party to any Derivative Contract, in each case, except as set forth on Schedule I.
7. Termination. This agreement will terminate at the earliest to occur of: (a) 11:59 p.m. (New York time) on September 19, 2017; (b) the appointment or election of John Wilder and/or Ron Hulme to serve as director(s) of the Company, if the parties determine to recommend, designate or nominate John Wilder and/or Ron Hulme, as applicable, to be director(s) of the Company; (c) termination by the mutual written agreement of the parties; (d) ten business days following written notice by the terminating party to the other party after such other party gave notice that it received material non-public information with respect to the Company that could reasonably be expected to restrict such party's ability to trade in Securities; (e) termination by one party upon 5 days' prior written notice in the event that (i) the parties come to a material disagreement as to the conduct or strategy of the parties with respect to the Company or (ii) a party determines, despite using its reasonable best efforts, that it must dispose of all Securities then owned by such party because the failure to dispose of such Securities would reasonably be expected to have a material, detrimental effect on such party or its affiliates; and (f) termination by one party in the event that the other party has ceased to comply with or has breached any of the terms of this Agreement in any material respect and, if capable of being cured, such material breach or failure has not been cured within ten days after receipt by such other party of notice by the terminating party specifying such material breach or failure. In the event that this Agreement is terminated, the parties shall cooperate to take such actions as may be necessary or required publicly to disclose the occurrence of such termination and/or the consequences thereof, including, without limitation, amending any prior filings under the Exchange Act concerning the Company, the Securities and/or the relationship of the parties. Sections 4 and 10 shall survive any termination of this Agreement.

8. Relationship of the Parties. Nothing in this Agreement, and no actions taken by the parties or their respective Covered Entities resulting from this Agreement, shall be construed as creating between the parties any joint venture, partnership, association or other entity for any purpose (including, without limitation, for U.S. income tax purposes), any agency relationship, or the establishment of any investment advisory service or the provision of any investment advice by one party for the benefit of the other, nor shall any party, except as expressly set forth in this Agreement, (i) have the right, power or authority to create any obligation or duty, express or implied, on behalf of any other party or (ii) have any fiduciary or other duties to any other party. Each party agrees that it does not have any interest in the profits or losses of the other party in connection with its acquisition or disposition of any Securities.
9. Entire Agreement. Except as expressly set forth herein, this Agreement and the Confidentiality Agreement, dated November 23, 2016, between Elliott Management Corporation, a Delaware corporation (“EMC”), and BEP, constitute the entire understanding between the parties with respect to the subject matter hereof and replaces and supersedes all prior and contemporaneous agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.
10. Miscellaneous. This agreement (a) shall be governed by and construed in accordance with the laws of the State of New York, (b) may not be assigned, amended, waived or modified except by a writing signed by each party (and neither the failure nor any delay by a party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder), and (c) may be executed in counterparts, each of which shall be deemed an original but both of which together shall constitute one and the same instrument, and signatures to this Agreement transmitted by facsimile transmission, by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, shall have the same effect as physical delivery of the paper document bearing the original signature. The parties hereby acknowledge and agree that this Agreement supersedes in all respects that certain Agreement, dated as of December 12, 2016, by and between EMC and BEP.
11. Further Assurances; Survival. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. It is hereby stipulated and declared to be the intention of the parties that the parties would have executed the remaining terms, provisions, covenants and restrictions without including any of such which may be hereafter declared invalid, void or unenforceable. In addition, the parties agree to use their reasonable best efforts to agree upon and substitute a valid and enforceable term, provision, covenant or restriction for any of such that is held invalid, void or enforceable by a court of competent jurisdiction.

12. Defined Terms. For purposes of this Agreement:

- a. “beneficially own” or “beneficial ownership” with respect to any securities shall mean having “beneficial ownership” of such securities as determined pursuant to Rule 13d-3 under the Exchange Act.
- b. “Common Stock” shall mean the common stock, par value \$0.01 per share, of the Company.
- c. “Derivatives Contract” shall mean a swap or other contract between two parties (the “Receiving Party” and the “Counterparty”) that is designed to produce economic benefits and risks to the Receiving Party that correspond substantially to the ownership by the Receiving Party of a number of shares of Common Stock specified or referenced in such contract (the number corresponding to such economic benefits and risks, the “Notional Common Shares”), regardless of whether obligations under such contract are required or permitted to be settled through the delivery of cash, Common Stock or other property, without regard to any short position under the same or any other Derivatives Contract. For the avoidance of doubt, option contracts relating to the Common Stock and interests in broad-based index options, broad-based index futures and broad-based publicly traded market baskets of stocks shall not be deemed to be Derivatives Contracts.
- d. “Securities” shall mean, collectively, Common Stock and Derivative Contracts.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

ELLIOTT ASSOCIATES, L.P.

By: Elliott Capital Advisors, L.P., as General Partner

By: Braxton Associates, Inc., as General Partner

By: /s/ Elliot Greenberg

Name: Elliot Greenberg

Title: Vice President

ELLIOTT INTERNATIONAL, L.P.

By: Elliott International Capital Advisors Inc., as Attorney-in-Fact

By: /s/ Elliot Greenberg

Name: Elliot Greenberg

Title: Vice President

ELLIOTT INTERNATIONAL CAPITAL ADVISORS INC.

By: /s/ Elliot Greenberg

Name: Elliot Greenberg

Title: Vice President

BLUESCAPE ENERGY PARTNERS LLC

By: /s/ Jonathan Siegler

Name: Jonathan Siegler

Title: Chief Financial Officer

BEP SPECIAL SITUATIONS 2 LLC

By: /s/ Jonathan Siegler

Name: Jonathan Siegler

Title: Chief Financial Officer

**Schedule I**

Ownership of Securities as of January 13, 2017

<b>Entity</b>	<b>Beneficial Ownership of Common Stock</b>	<b>Derivative Contracts</b>
EALP	2,648,469 shares of Common Stock	Swap agreements with respect to 4,322,285 Notional Common Shares
EILP and EICA	5,628,000 shares of Common Stock	Swap agreements with respect to 9,184,852 Notional Common Shares
BEP SS2	6,648,963 shares of Common Stock	Swap agreements with respect to 1,158,251 Notional Common Shares

**JOINT FILING AGREEMENT**

The undersigned hereby agree that the statement on Schedule 13D with respect to the Common Stock, \$0.01 par value, of NRG Energy, Inc. dated as of the date hereof is, and any further amendments thereto signed by each of the undersigned shall be, filed on behalf of each of the undersigned pursuant to and in accordance with the provisions of Rule 13d-1(f) under the Securities Exchange Act of 1934, as amended.

Dated: January 17, 2017

**BEP Special Situations 2 LLC**

By: /s/ Jonathan Siegler

Name: Jonathan Siegler

Title: Managing Director and Chief Financial Officer

**Bluescape Energy Recapitalization and Restructuring Fund III LP**

By: Bluescape Energy Partners III GP LLC, its general partner

By: /s/ Jonathan Siegler

Name: Jonathan Siegler

Title: Managing Director and Chief Financial Officer

**Bluescape Energy Partners III GP LLC**

By: /s/ Jonathan Siegler

Name: Jonathan Siegler

Title: Managing Director and Chief Financial Officer

**Bluescape Resources GP Holdings LLC**

By: /s/ Charles John Wilder, Jr.

Name: Charles John Wilder, Jr.

Title: Sole Manager

**Charles John Wilder, Jr.**

/s/ Charles John Wilder, Jr.

Charles John Wilder, Jr.