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): **November 17, 2023**

NRG ENERGY, INC.
(Exact name of Registrant as specified in its charter)

Delaware	**001-15891**	**41-1724239**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

910 Louisiana Street, Houston, Texas 77002
(Address of principal executive offices, including zip code)

(713) 537-3000
(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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Common Stock, par value $0.01	NRG	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement

On November 20, 2023, NRG Energy, Inc. ("NRG" or the "Company") entered into a Cooperation Agreement (the "Cooperation Agreement") with Elliott Investment Management L.P. and certain of its affiliates (collectively, "Elliott") regarding the composition of the Company's Board of Directors (the "Board"), the establishment of a search committee of the Board (the "CEO Search Committee") to conduct a search to select the Company's next Chief Executive Officer and related matters.

Pursuant to the Cooperation Agreement, the Company has agreed, among other things, to (A) increase the size of the Board to thirteen (13) directors, (B) appoint Marwan Fawaz, Kevin T. Howell, Alex Pourbaix and Marcie C. Zlotnik (the "New Directors") as independent directors with initial terms expiring at the Company's 2024 annual meeting of stockholders (the "2024 Annual Meeting"), (C) nominate the New Directors for election as directors at the 2024 Annual Meeting, (D) establish the CEO Search Committee consisting of five (5) directors, which is charged with conducting a search for a new Chief Executive Officer of the Company, and (E) appoint Antonio Carrillo, Heather Cox, Lisa Donohue, Kevin T. Howell and Alex Pourbaix to the CEO Search Committee with Ms. Donohue as the Chair of the CEO Search Committee. The appointment of each New Director to the Board is subject to and effective upon his or her satisfaction of the Company's customary director nomination and onboarding procedures; provided, however, that Mr. Howell's appointment to the Board will be effective on the next business day following written notification by Elliott to the Company of Mr. Howell's eligibility to serve on the Board, and until the effective time of such appointment, Mr. Howell will serve as an observer of the Board. Prior to the effectiveness of each New Director's appointment as a director the Board will make a determination whether each New Director qualifies as an independent director within the meaning of the New York Stock Exchange listing standards.

Under the terms of the Cooperation Agreement, the size of the Board will not exceed (a) thirteen (13) directors prior to the date of the 2024 Annual Meeting and (b) eleven (11) directors following the earlier of (i) 60 calendar days following the date on which the Company's new Chief Executive Officer takes office and (ii) December 31, 2024, provided, however, that prior to the expiration of the Cooperation Period (as hereinafter defined), the Board may increase the size of the Board by one (1) member in order to appoint the Company's next Chief Executive Officer as a director. Pursuant to the Cooperation Agreement, the "Cooperation Period" means the earlier of (a) the date that is thirty (30) calendar days prior to the notice deadline under the Company's Sixth Amended and Restated By-Laws for the nomination of non-proxy access director candidates for election to the Board at the Company's 2025 annual meeting of stockholders and (b) November 30, 2024.

The Cooperation Agreement further provides that in the event that any New Director is unable or unwilling to serve, or resigns, is removed as a director or ceases to be a director of the Company for any other reason prior to the expiration of the Cooperation Period, the Company and Elliott will cooperate in good faith to select a mutually agreeable replacement director, provided that at such time Elliott beneficially owns a "net long position" of, or has aggregate net long economic exposure to, at least 1% of the Company's then outstanding Common Stock.

Under the terms of the Cooperation Agreement, during the Cooperation Period, Elliott will abide by certain voting commitments and customary standstill restrictions (subject to certain exceptions), and the parties agreed to mutual non-disparagement provisions.

The foregoing description of the Cooperation Agreement is a summary, does not purport to be complete, and is qualified in its entirety by reference to the full text of the Cooperation Agreement, a copy of which is attached hereto and filed as Exhibit 10.1 and incorporated by reference herein.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated into this Item 5.02 by reference.

Appointment of Lawrence Coben as Interim President and Chief Executive Officer

On November 17, 2023, the Board appointed Lawrence Coben, 65, to the position of interim president and chief executive officer ("Interim CEO"), effective immediately. He succeeds Mauricio Gutierrez, who resigned as the Company's Chief Executive Officer and President and as a member of the Board, effective November 17, 2023. The resignation was not the result of any disagreement with the Company on any matter relating to the Company's operations, policies or practices.

Biographical and other information about Dr. Coben is included the Company's definitive proxy statement on Schedule 14A filed with the U.S. Securities and Exchange Commission on March 15, 2023 (the "Proxy Statement"). Dr. Coben will continue in his role as the Company's Chair of the Board.

Dr. Coben does not have any family relationships with any director or executive officer of the Company, and there are no arrangements or understandings with any persons pursuant to which Dr. Coben has been appointed to his position. In addition, there have been no transactions directly or indirectly involving Dr. Coben that would be required to be disclosed pursuant to Item 404(a) of Regulation S-K promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act").

As of the filing of this Current Report on Form 8-K (this "Report"), the Compensation Committee of the Board (the "Compensation Committee") and the Board have not finalized the compensation of Dr. Coben in connection with his appointment as Interim CEO. The Company will provide this information by filing an amendment to this Report after the information is determined or becomes available.

Appointment of Anne Schaumburg as Lead Independent Director

On November 17, 2023, in accordance with the Company's corporate governance guidelines, the Board appointed Anne Schaumburg to serve as the Company's lead independent director to serve in this capacity for so long as the Company's Chair and Chief Executive Officer roles are being held by the same person.

A copy of the Company's press release announcing the transition is attached hereto and filed as Exhibit 99.1 and incorporated by reference herein.

Appointment of New Directors

Pursuant to the Cooperation Agreement, the size of the Board will be expanded from ten (10) to thirteen (13) members, and the Board will appoint the New Directors to serve as members of the Board subject to and effective upon their satisfaction of the Company's customary director nomination and onboarding procedures; provided, however, that Mr. Howell's appointment to the Board will be effective on the next business day following written notification by Elliott to the Company of Mr. Howell's eligibility to serve on the Board, and until the effective time of such appointment, Mr. Howell will serve as an observer of the Board. A copy of the press release, which includes certain biographical information of the New Directors, is furnished as Exhibit 99.1 and incorporated herein by reference.

Effective as of the effectiveness of their appointments as directors of the Company, the New Directors will participate in the Company's director compensation program, as described in the Proxy Statement under the caption "Director Compensation."

There are no arrangements or understandings between any of the New Directors and any other person pursuant to which each was selected as a director, other than with respect to the matters referenced in Item 1.01, and there have been no transactions since the beginning of the Company's last fiscal year, nor are there any currently proposed transactions, regarding the New Directors that are required to be disclosed by Item 404(a) of Regulation S-K promulgated under the Exchange Act.

Item 7.01 Regulation FD

On November 20, 2023, the Company issued a news release announcing the Company's entry into the Cooperation Agreement and the matters described in Item 1.01 and Item 5.02 hereof. A copy of the news release is attached hereto and filed as Exhibit 99.1 and incorporated by reference herein.

The information under this Item 7.01 and Exhibit 99.1 is furnished and shall not be deemed "filed" for purposes of Section 18 of the Exchange Act or incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing.

Item 9.01 Financial Statement and Exhibits

(c) Exhibits:

Exhibit No.	Description
10.1	Cooperation Agreement, dated as of November 20, 2023, by and among NRG Energy, Inc., Elliott Investment Management L.P., Elliott Associates, L.P., and Elliott International, L.P.
99.1	Press release of NRG Energy, Inc., dated November 20, 2023.
104	Cover Page Interactive Data File - the cover page XBRL tags are embedded within the IXBRL document.

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 Energy, Inc.
(Registrant)

By: /s/ Christine A. Zoino
Christine A. Zoino
Corporate Secretary

Dated: November 20, 2023

Exhibit 10.1

COOPERATION AGREEMENT

This Cooperation Agreement (this "**Agreement**"), dated as of November 20, 2023 (the "**Effective Date**"), is by and among Elliott Investment Management L.P., a Delaware limited partnership, Elliott Associates, L.P., a Delaware limited partnership, and Elliott International, L.P., a Cayman Islands limited partnership (each, an "**Elliott Party**," and together, the "**Elliott Parties**"), and NRG Energy, Inc., a Delaware corporation (the "**Company**"). Capitalized terms used in this Agreement shall have the meanings set forth herein.

WHEREAS, the Company intends to announce leadership changes, including that the Company's Board of Directors (the "**Board**") has initiated a search to identify a new permanent Chief Executive Officer; and

WHEREAS, the Company and the Elliott Parties desire to enter into an agreement regarding the appointment of certain new independent directors to the Board and certain other matters, in each case, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of and reliance upon the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Elliott Parties and the Company agree as follows:

1. Board of Directors.

(a) New Independent Directors. Within seven (7) business days (as defined below) following the Effective Date and subject to the satisfaction of the Company's customary director nomination and onboarding procedures, the Board and all applicable committees thereof shall take (or shall have taken) such actions as are necessary to increase the size of the Board by three (3) and appoint Marwan Fawaz, Kevin T. Howell, Alex Pourbaix, and Marcie C. Zlotnik (each a "**New Director**" and collectively, the "**New Directors**") as members of the Board with an initial term expiring at the Company's 2024 Annual Meeting of Stockholders (the "**2024 Annual Meeting**"). Mr. Howell's appointment to the Board shall be made effective on the next business day following written notification by the Elliott Parties to the Company of his eligibility to serve on the Board. Until the effective time of Mr. Howell's appointment to the Board (the "**Observer Period**"), he shall serve as an observer to the Board in accordance with the terms of this Agreement.

(b) New Director Agreements, Arrangements and Understandings. Each of the Elliott Parties represents, warrants, and agrees that neither it nor any of its Affiliates (as defined below) (i) has paid or will pay any compensation to any of the New Directors in connection with such person's service on the Board or any committee thereof or (ii) has or will have any agreement, arrangement or understanding, written, or oral, with any of the New Directors regarding such person's service on the Board or any committee thereof or regarding any other service, subject or matter.

(c) 2024 Annual Meeting Nominees. The Company and all applicable committees thereof shall take such actions as are necessary so that the slate of nominees standing and recommended by the Board for election at the 2024 Annual Meeting in the Company's proxy statement and on its proxy card relating to the 2024 Annual Meeting shall include the four (4) New Directors and up to nine (9) other nominees selected by the Board to stand for election at the 2024 Annual Meeting; provided, however, that the Board, may include up to ten (10) other nominees selected by the Board in order to include the Company's next Chief Executive Officer.

(d) Replacement New Directors. If any New Director is unable or unwilling to serve as a director, resigns as a director, is removed as a director or ceases to be a director for any other reason prior to the expiration of the Cooperation Period (as defined below), and at such time the Elliott Parties beneficially own a "net long position" of, or have aggregate net long economic exposure to, at least 1.0% of the then outstanding Common Stock (as defined below), the Company and the Elliott Parties shall cooperate in good faith to select, and the Company shall appoint, as promptly as practicable, a substitute Qualified Director mutually agreeable to the Company and the Elliott Parties (such person, a "**Replacement New Director**"), in each case, to serve as a director of the Company for the remainder of the applicable New Director's term. Effective upon the appointment of the Replacement New Director to the Board, such Replacement New Director will be considered a New Director for all purposes of this Agreement.

(e) Replacement New Director Information. As a condition to any Replacement New Director's appointment to the Board, such person shall have promptly provided to the Company (i) any consents and information the Company reasonably requests in connection with such appointment, including completion of the Company's standard forms, D&O questionnaires, and other customary onboarding and/or nomination documentation, and an executed consent to be named as a nominee in the Company's proxy statement and to serve as a director if so elected for the full term for which such person is elected at any Company meeting of stockholders, in each case, as provided by the Company, (ii) information requested by the Company that is required to be disclosed in a proxy statement or other filing under applicable law, stock exchange rules or listing standards or as may be requested or required by any regulatory or governmental authority having jurisdiction over the Company and its Affiliates, (iii) information reasonably requested by the Company in connection with assessing eligibility, independence, and other criteria applicable to directors or satisfying compliance and legal obligations, and (iv) such written consents reasonably requested by the Company for the conduct of the Company's vetting procedures generally applicable to non-management directors of the Company (including such information as is necessary or appropriate for the Company or its agents to perform a background check in the manner generally performed for non-management directors of the Company, including an executed consent to such background check) and the execution of any documents required by the Company of non-management directors of the Company to assure compliance with Company Policies (as defined below).

(f) Company Policies. The parties acknowledge that each New Director, upon election or appointment to the Board, will be governed by the same protections and obligations regarding confidentiality, conflicts of interest, related person transactions, fiduciary duties, codes of conduct, trading and disclosure policies, and other governance guidelines and policies of the Company as other directors of the Company (collectively, "**Company Policies**"), and shall have the same rights and benefits, including with respect to insurance, indemnification, compensation and fees, as are applicable to all non-management directors of the Company. The Company agrees and acknowledges that no Company Policy currently does, and no Company Policy at any time during the Cooperation Period will, prohibit any member of the Board (including any New Director) from communicating with the Elliott Parties or their Representatives (as defined below); provided that, for the avoidance of doubt, each member of the Board (including the New Directors) shall be required to preserve the confidentiality of, and not disclose to any person (including the Elliott Parties and their Representatives), non-public information of the Company or any of its subsidiaries, including discussions or matters considered in meetings of the Board or Board committees in accordance with Company Policies.

(g) CEO Search Committee. As soon as reasonably practicable following the Effective Date, the Board shall take all action necessary to form a Chief Executive Officer Search Committee to conduct a search to select the Company's next Chief Executive Officer (the "**CEO Search Committee**"). The CEO Search Committee shall consist of five (5) members, who shall initially be Antonio Carrillo, Heather Cox, Lisa Donohue, Kevin T. Howell, and Alex Pourbaix. Lisa Donohue will be the Chair of the CEO Search Committee. If any New Director is unable or unwilling to serve as a member of the CEO Search Committee, resigns as a member, is removed as a member or ceases to be a member for any other reason prior to the expiration of the Cooperation Period, the Board shall appoint, as promptly as practicable, a director serving on the Board at the time of such selection (including a Replacement New Director appointed pursuant to Section 1(d)) and mutually agreeable to the Company and the Elliott Parties to serve on the CEO Search Committee as a replacement for such member (the "**Replacement Committee Member**"). Effective upon the appointment of the Replacement Committee Member to the CEO Search Committee, such Replacement Committee Member will be considered a "New Director" solely for the purposes of the immediately preceding sentence.

(h) Board Observer. During the Observer Period, Mr. Howell shall receive copies of all documents distributed to the Board or the CEO Search Committee, including notice of all meetings, all written consents, all materials prepared for consideration at any meeting, and all minutes related to each meeting, contemporaneous with their distribution to the Board or the CEO Search Committee. Mr. Howell shall be permitted to attend and reasonably participate, but not vote, at all meetings of the Board or the CEO Search Committee during the Observer Period (whether such meetings are held in person, telephonically or otherwise). Notwithstanding the foregoing, during the Observer Period, the Company reserves the right to exclude Mr. Howell from access to any material or meeting or portion thereof if, and only to the extent that, the Company reasonably determines that such exclusion is necessary to preserve any attorney-client privilege or in order to comply with (or to not reasonably be expected to violate) any law, rule or regulation (including any rule or regulation of the New York Stock Exchange) applicable to the Company and its subsidiaries.

(i) Board Size. The Company agrees that (i) from the Effective Date until the 2024 Annual Meeting, the size of the Board shall be no greater than thirteen (13) members and (ii) no later than the earlier of (x) 60 calendar days from the date on which the Company's new Chief Executive Officer has taken office and (y) December 31, 2024, the size of the Board shall be reduced to eleven (11) members; provided, however, that prior to the expiration of the Cooperation Period the Board may increase the size of the Board by one (1) member in order to appoint the Company's next Chief Executive Officer to the Board.

(j) Termination. The Company's obligations under this Section 1 shall terminate upon any material breach of this Agreement (including Section 2) by any Elliott Party upon five (5) business days' written notice by the Company to the Elliott Parties if such breach has not been cured within such notice period, provided that the Company is not in material breach of this Agreement at the time such notice is given or prior to the end of the notice period.

2. Cooperation.

(a) Non-Disparagement. Each of the Elliott Parties and the Company agrees that, from the execution of this Agreement until the earlier of (x) the date that is thirty (30) calendar days prior to the notice deadline under the Company's Sixth Amended and Restated By-Laws for the nomination of non-proxy access director candidates for election to the Board at the Company's 2025 Annual Meeting of Stockholders and (y) November 30, 2024 (such period, the "**Cooperation Period**"), the Company and each Elliott Party shall refrain from making, and shall cause its respective controlling and controlled (and under common control) Affiliates and its and their respective principals, directors, members, general partners, officers and employees (collectively, "**Covered Persons**") not to make or cause to be made, any statement or announcement that constitutes an ad hominem attack on, or that otherwise disparages, defames, slanders, impugns or is reasonably likely to damage the reputation of (i) in the case of any such statements or announcements by any of the Elliott Parties or their Covered Persons: the Company and its Affiliates or any of its or their respective current or former Covered Persons; and (ii) in the case of any such statements or announcements by the Company or its Covered Persons: the Elliott Parties and their respective Affiliates or any of their respective current or former Covered Persons, in each case including (A) in any statement (oral or written), document, or report filed with, furnished, or otherwise provided to the SEC (as defined below) or any other governmental or regulatory authority, (B) in any press release or other publicly available format, and (C) to any journalist or member of the media (including in a television, radio, newspaper, or magazine interview, podcast, or Internet or social media communication). The foregoing shall not (x) restrict the ability of any person (as defined below) to comply with any subpoena or other legal process or respond to a request for information from any governmental or regulatory authority with jurisdiction over the party from whom information is sought or to enforce such person's rights hereunder or (y) apply to any private communications among the Elliott Parties and their Affiliates, Covered Persons and Representatives (in their respective capacities as such), on the one hand, and among the Company and its Affiliates, Covered Persons and Representatives (in their respective capacities as such), on the other hand.

(b) Voting. During the Cooperation Period, each Elliott Party will cause all of the Common Stock that such Elliott Party or any of its controlling or controlled (or under common control) Affiliates has the right to vote (or to direct the vote), as of the applicable record date, to be present in person or by proxy for quorum purposes and to be voted at any meeting of stockholders of the Company or at any adjournments or postponements thereof or to deliver consents or consent revocations, as applicable, in connection with any action by written consent of the stockholders of the Company in lieu of a meeting, (i) in favor of each director nominated and recommended by the Board for election at the 2024 Annual Meeting or, if applicable, any other meeting or action by written consent of stockholders of the Company held during the Cooperation Period, (ii) against any stockholder nominations for directors that are not approved and recommended by the Board for election, (iii) against any proposals or resolutions to remove any member of the Board (unless such proposal or resolution is supported by the Board), and (iv) in accordance with recommendations by the Board on all other proposals or business that may be the subject of stockholder action; provided, however, that the Elliott Parties and their Affiliates shall be permitted to vote in their sole discretion on any proposal with respect to an Extraordinary Transaction (as defined below); provided, further, that in the event that both Institutional Shareholder Services and Glass Lewis & Co. (including any successors thereof) issue a voting recommendation that differs from the voting recommendation of the Board with respect to any Company-sponsored proposal submitted to stockholders at a stockholder meeting (other than with respect to the election of directors to the Board, the removal of directors from the Board, the size of the Board or the filling of vacancies on the Board), the Elliott Parties and their Affiliates shall be permitted to vote in accordance with any such recommendation.

(c) Standstill. During the Cooperation Period, each Elliott Party will not, and will cause its controlling and controlled (and under common control) Affiliates and its and their respective Representatives acting on their behalf (collectively with the Elliott Parties, the "**Restricted Persons**") to not, directly or indirectly, without the prior written consent, invitation, or authorization of the Company or the Board:

(i) acquire, or offer or agree to acquire, by purchase or otherwise, or direct any Third Party (as defined below) in the acquisition of record or beneficial ownership of or economic exposure to any Voting Securities (as defined below) or engage in any swap or hedging transactions or other derivative agreements of any nature with respect to any Voting Securities, in each case, if such acquisition, offer, agreement or transaction would result in the Elliott Parties (together with their Affiliates) having beneficial ownership of, or aggregate economic exposure to, more than 20.0% of the Common Stock outstanding at such time;

(ii) (A) call or seek to call (publicly or otherwise), alone or in concert with others, a meeting of the Company's stockholders or act by written consent in lieu of a meeting (or the setting of a record date therefor), (B) seek, alone or in concert with others, election or appointment to, or representation on, the Board or nominate or propose the nomination of, or recommend the nomination of, any candidate to the Board, except as expressly set forth in Section 1, (C) make or be the proponent of any stockholder proposal to the Company or the Board or any committee thereof, (D) seek, alone or in concert with others (including through any "withhold" or similar campaign), the removal of any member of the Board, or (E) conduct a referendum of stockholders of the Company; provided that nothing in this Agreement will prevent the Elliott Parties or their Affiliates from taking actions in furtherance of identifying any Replacement New Director in accordance with Section 1(d), as applicable;

(iii) make any request for stock list materials or other books and records of the Company or any of its subsidiaries under Section 220 of the Delaware General Corporation Law or any other statutory or regulatory provisions providing for stockholder access to books and records;

(iv) engage in any "solicitation" (as such term is used in the proxy rules promulgated under the Exchange Act (as defined below)) of proxies or consents with respect to the election or removal of directors of the Company or any other matter or proposal relating to the Company or become a "participant" (as such term is defined in Instruction 3 to Item 4 of Schedule 14A promulgated under the Exchange Act) in any such solicitation of proxies or consents;

(v) make or submit to the Company or any of its Affiliates any proposal for, or offer of (with or without conditions), either alone or in concert with others, any tender offer, exchange offer, merger, consolidation, acquisition, business combination, recapitalization, restructuring, liquidation, dissolution or similar extraordinary transaction involving the Company (including its subsidiaries and joint ventures or any of their respective securities or assets) (each, an "**Extraordinary Transaction**"), either publicly or in a manner that would reasonably be expected to require public disclosure by the Company or any of the Restricted Persons (it being understood that the foregoing shall not restrict the Restricted Persons from tendering shares, receiving consideration or other payment for shares, or otherwise participating in any Extraordinary Transaction on the same basis as other stockholders of the Company);

(vi) make any public proposal with respect to (A) any change in the number or identity of directors of the Company or the filling of any vacancies on the Board other than as provided under Section 1 of this Agreement, (B) any change in the capitalization, capital allocation policy or dividend policy of the Company, (C) any other change to the Board or the Company's management, or corporate or governance structure, (D) any waiver, amendment or modification to the Company's Amended and Restated Certificate of Incorporation, as amended, or Sixth Amended and Restated By-Laws, (E) causing the Common Stock to be delisted from, or to cease to be authorized to be quoted on, any securities exchange, or (F) causing the Common Stock to become eligible for termination of registration pursuant to Section 12(g)(4) of the Exchange Act;

(vii) knowingly encourage or advise any Third Party or knowingly assist any Third Party in encouraging or advising any other person with respect to (A) the giving or withholding of any proxy relating to, or other authority to vote, any Voting Securities, or (B) conducting any type of referendum relating to the Company, other than such encouragement or advice that is consistent with the Board's recommendation in connection with such matter, or as otherwise specifically permitted under this Agreement;

(viii) form, join or act in concert with any "group" as defined in Section 13(d)(3) of the Exchange Act, with respect to any Voting Securities, other than solely with Affiliates of the Elliott Parties with respect to Voting Securities now or hereafter owned by them;

(ix) enter into a voting trust, arrangement or agreement with respect to any Voting Securities, or subject any Voting Securities to any voting trust, arrangement or agreement (excluding customary brokerage accounts, margin accounts, prime brokerage accounts and the like), in each case other than (A) this Agreement (B) solely with Affiliates of the Elliott Parties or (C) granting proxies in solicitations approved by the Board;

(x) engage in any short sale or any purchase, sale, or grant of any option, warrant, convertible security, share appreciation right, or other similar right (including any put or call option or "swap" transaction) with respect to any security(other than any index fund, exchange traded fund, benchmark fund or broad basket of securities) that includes, relates to, or derives any significant part of its value from a decline in the market price or value of the securities of the Company and would, in the aggregate or individually, result in the Elliott Parties ceasing to have a "net long position" in the Company;

(xi) sell, offer or agree to sell, all or substantially all, directly or indirectly, through swap or hedging transactions or otherwise, voting rights decoupled from the underlying Common Stock held by a Restricted Person to any Third Party;

(xii) institute, solicit or join as a party any litigation, arbitration or other proceeding against or involving the Company or any of its subsidiaries or any of its or their respective current or former directors or officers (including derivative actions); provided, however, that for the avoidance of doubt, the foregoing shall not prevent any Restricted Person from (A) bringing litigation against the Company to enforce any provision of this Agreement instituted in accordance with and subject to Section 9, (B) making counterclaims with respect to any proceeding initiated by, or on behalf of, the Company or its Affiliates against a Restricted Person, (C) bringing bona fide commercial disputes that do not relate to the subject matter of this Agreement, (D) exercising statutory appraisal rights or (E) responding to or complying with validly issued legal process;

(xiii) enter into any negotiations, agreements, arrangements, or understandings (whether written or oral) with any Third Party to take any action that the Restricted Persons are prohibited from taking pursuant to this Section 2(c); or

(xiv) make any request or submit any proposal to amend or waive the terms of this Agreement (including this subclause), in each case publicly or which would reasonably be expected to result in a public announcement or disclosure of such request or proposal;

provided that the restrictions in this Section 2(c) shall terminate automatically upon the earliest of the following: (A) any material breach of this Agreement by the Company (including, without limitation, a failure to appoint the New Directors to the Board in accordance with Section 1(a), form the Committee in accordance with Section 1(g), include the New Directors in the slate of nominees recommended by the Board in the Company's proxy statement and on its proxy card relating to the 2024 Annual Meeting in accordance with Section 1(c), or issue the Press Release in accordance with Section 3) upon five (5) business days' written notice by any of the Elliott Parties to the Company if such breach has not been cured within such notice period, provided that the Elliott Parties are not in material breach of this Agreement at the time such notice is given or prior to the end of the notice period; (B) the Company's entry into (x) a definitive agreement with respect to any Extraordinary Transaction that would result in the acquisition by any person or group of more than 50% of the Voting Securities or assets having an aggregate value exceeding 50% of the aggregate enterprise value of the Company, (y) one or more definitive agreements providing for the acquisition by the Company or its subsidiaries of one or more businesses or assets (excluding, for the avoidance of doubt, acquisitions of raw materials, equipment or facilities in ordinary course business operations) having an aggregate value exceeding 25% of the market capitalization of the Company during the Cooperation Period or (z) one or more definitive agreements providing for a transaction or series of related transactions which would in the aggregate result in the Company issuing to one or more Third Parties at least 10% of the Common Stock (including on an as-converted basis, and including other Voting Securities with comparable voting power) outstanding immediately prior to such issuance(s) (including in a PIPE, convertible note, convertible preferred security or similar structure) during the Cooperation Period (provided that securities issued as consideration for (or in connection with) the acquisition of the assets, securities and/or business(es) of another person by the Company or one or more of its subsidiaries shall not be counted toward this clause (z)); and (C) the commencement of any tender or exchange offer (by any person or group other than the Elliott Parties or their Affiliates) which, if consummated, would constitute an Extraordinary Transaction that would result in the acquisition by any person or group of more than 50% of the Voting Securities, where the Company files with the SEC a Schedule 14D-9 (or amendment thereto) that does not recommend that its stockholders reject such tender or exchange offer (it being understood that nothing herein will prevent the Company from issuing a "stop, look and listen" communication pursuant to Rule 14d-9(f) promulgated by the SEC under the Exchange Act in response to the commencement of any tender or exchange offer).

Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement (including but not limited to the restrictions in this Section 2(c)) will prohibit or restrict any of the Restricted Persons from (I) making any public or private statement or announcement with respect to any Extraordinary Transaction that is publicly announced by the Company or such Third Party, (II) making any factual statement to comply with any subpoena or other legal process or respond to a request for information from any governmental authority with jurisdiction over such person from whom information is sought (so long as such process or request did not arise as a result of discretionary acts by any Restricted Person), (III) granting any liens or encumbrances on any claims or interests in favor of a bank or broker-dealer or prime broker holding such claims or interests in custody or prime brokerage in the ordinary course of business, which lien or encumbrance is released upon the transfer of such claims or interests in accordance with the terms of the custody or prime brokerage agreement(s), as applicable, (IV) negotiating, evaluating and/or trading, directly or indirectly, in any index fund, exchange traded fund, benchmark fund or broad basket of securities which may contain or otherwise reflect the performance of, but not primarily consist of, securities of the Company or (V) privately communicating with the Board or the Company's senior executives, or members of the investor relations team made available for communications involving broad-based groups of investors (including through participation in investor meetings and/or conferences), regarding any matter, or privately requesting a waiver of any provision of this Agreement, as long as such private communications or requests would not reasonably be expected to require public disclosure of such communications or requests by the Company or any of the Restricted Persons.

3. Public Announcement. Not later than 8:00 a.m. Eastern Time on November 20, 2023, the Company shall issue a press release in the form attached to this Agreement as Exhibit A (the "**Press Release**"). Substantially concurrently with the issuance of the Press Release (and not later than 9:30 a.m. Eastern Time on November 20, 2023), the Company shall file with the SEC a Current Report on Form 8-K (the "**Form 8-K**") disclosing its entry into this Agreement and including a copy of this Agreement and the Press Release as exhibits thereto. The Company shall provide the Elliott Parties and their Representatives with a copy of such Form 8-K prior to its filing with the SEC and shall consider any timely comments of the Elliott Parties and their Representatives. Neither of the Company or any of its Affiliates nor the Elliott Parties or any of their Affiliates shall make any public statement regarding the subject matter of this Agreement, this Agreement or the matters set forth in the Press Release prior to the issuance of the Press Release without the prior written consent of the other party.

4. Representations and Warranties of the Company. The Company represents and warrants to the Elliott Parties as follows: (a) the Company has the power and authority to execute, deliver and carry out the terms and provisions of this Agreement and to consummate the transactions contemplated by this Agreement; (b) this Agreement has been duly and validly authorized, executed, and delivered by the Company, constitutes a valid and binding obligation and agreement of the Company and, assuming the valid execution and delivery hereof by each of the other parties, is enforceable against the Company in accordance with its terms, except as enforcement of this Agreement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or similar laws generally affecting the rights of creditors and subject to general equity principles; and (c) the execution, delivery and performance of this Agreement by the Company does not and will not (i) violate or conflict with any law, rule, regulation, order, judgment or decree applicable to the Company, or (ii) result in any breach or violation of or constitute a default (or an event that, with notice or lapse of time or both, could constitute a breach, violation or default) under or pursuant to, or result in the loss of a material benefit under, or give any right of termination, amendment, acceleration or cancellation of, any organizational document, agreement, contract or other binding commitment to which the Company is a party or by which it is bound.

5. Representations and Warranties of the Elliott Parties. Each Elliott Party represents and warrants to the Company as follows: (a) such Elliott Party has the power and authority to execute, deliver and carry out the terms and provisions of this Agreement and to consummate the transactions contemplated by this Agreement; (b) this Agreement has been duly and validly authorized, executed and delivered by such Elliott Party, constitutes a valid and binding obligation and agreement of such Elliott Party and, assuming the valid execution and delivery hereof by each of the other parties, is enforceable against such Elliott Party in accordance with its terms, except as enforcement of this Agreement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar laws generally affecting the rights of creditors and subject to general equity principles; and (c) the execution, delivery and performance of this Agreement by such Elliott Party does not and will not (i) violate or conflict with any law, rule, regulation, order, judgment or decree applicable to such Elliott Party, or (ii) result in any breach or violation of or constitute a default (or an event that, with notice or lapse of time or both, could constitute a breach, violation or default) under or pursuant to, or result in the loss of a material benefit under, or give any right of termination, amendment, acceleration or cancellation of, any organizational document, agreement, contract or other binding commitment to which such Elliott Party is a party or by which it is bound.

6. Definitions. For purposes of this Agreement:

(a) the term "**Affiliate**" has the meaning set forth in Rule 12b-2 promulgated by the SEC under the Exchange Act and shall include any person who becomes an Affiliate at any time subsequent to the date of this Agreement; provided, that none of the Company or its Affiliates or Representatives, on the one hand, and the Elliott Parties and their Affiliates or Representatives, on the other hand, shall be deemed to be "**Affiliates**" with respect to the other for purposes of this Agreement; provided, further, that "**Affiliates**" of a person shall not include any entity solely by reason of the fact that one or more of such person's employees or principals serves as a member of its board of directors or similar governing body, unless such person otherwise controls such entity (as the term "control" is defined in Rule 12b-2 promulgated by the SEC under the Exchange Act); provided, further, that with respect to the Elliott Parties, "Affiliates" shall not include any portfolio operating company (as such term is understood in the private equity industry) of any of the Elliott Parties or their Affiliates (unless such portfolio operating company is acting at the direction of the Elliott Parties or any of their Affiliates to engage in conduct that is prohibited by this Agreement);

(b) the terms "**beneficial owner**" and "**beneficially own**" have the same meanings as set forth in Rule 13d-3 promulgated by the SEC under the Exchange Act, except that a person will also be deemed to be the beneficial owner of all shares of the Company's capital stock which such person has the right to acquire (whether such right is exercisable immediately or only after the passage of time) pursuant to the exercise of any rights in connection with any securities or any agreement, arrangement or understanding (whether or not in writing), regardless of when such rights may be exercised and whether they are conditional, and all shares of the Company's capital stock which such person or any of such person's Affiliates has or shares the right to vote or dispose;

(c) the term "**business day**" shall mean any day other than a Saturday, a Sunday or a day on which the Federal Reserve Bank of New York is closed;

(d) the term "**Common Stock**" means the Company's Common Stock, par value $0.01 per share;

(e) the term "**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated by the SEC thereunder;

(f) the terms "**person**" or "**persons**" mean any individual, corporation (including not-for-profit), general or limited partnership, limited liability or unlimited liability company, joint venture, estate, trust, association, organization or other entity of any kind or nature;

(g) the term "**Qualified Director**" means an individual who (i) qualifies as independent of the Company under all applicable listing standards, applicable rules of the SEC and publicly disclosed standards used by the Board in determining the independence of the Company's directors and (ii) unless the Company otherwise consents, (A) is not an employee, officer, director, general partner, manager or other agent of an Elliott Party or of any Affiliate of an Elliott Party, (B) is not a limited partner, member, or other investor (unless such investment has been disclosed to the Company) in any Elliott Party or any Affiliate of an Elliott Party, and (C) does not have any agreement, arrangement, or understanding, written or oral, with any Elliott Party or any Affiliate of an Elliott Party regarding such person's service as a director of the Company;

(h) the term "**Representatives**" means a party's directors, principals, members, general partners, managers, officers, employees, agents, advisors and other representatives;

(i) the term "**SEC**" means the U.S. Securities and Exchange Commission;

(j) the term "**Third Party**" means any person that is not a party to this Agreement or an Affiliate thereof, a director or officer of the Company, or legal counsel to any party to this Agreement; and

(k) the term "**Voting Securities**" means the Common Stock and any other Company securities entitled to vote in the election of directors, or securities convertible into, or exercisable or exchangeable for, such shares or other securities, whether or not subject to the passage of time or other contingencies; provided that as pertains to any obligations of the Elliott Parties or any Restricted Persons hereunder (including under Section 2(c)), "Voting Securities" will not include any securities contained in any index fund, exchange traded fund, benchmark fund or broad basket of securities which may contain or otherwise reflect the performance of, but not primarily consist of, securities of the Company.

7. Notices. All notices, consents, requests, instructions, approvals, and other communications provided for herein and all legal process in regard to this Agreement will be in writing and will be deemed validly given, made or served, if (a) given by email, when such email is sent to the email address(es) set forth below, (b) given by a nationally recognized overnight carrier, one (1) business day after being sent or (c) if given by any other means, when actually received during normal business hours at the address specified in this Section 7:

if to the Company:

NRG Energy, Inc.
910 Louisiana Street
Houston, Texas 77002
Attention: Brian Curci
Email: Brian.Curci@nrg.com

with a copy to:

White & Case LLP
1221 Avenue of the Americas
New York, New York 10020
Attention: Thomas W. Christopher
Robert Chung
Email: thomas.christopher@whitecase.com
robert.chung@whitecase.com

if to the Elliott Parties:

Elliott Associates, L.P.
Elliott International, L.P.
c/o Elliott Investment Management L.P.
360 S. Rosemary Avenue, 18th Floor
West Palm Beach, Florida 33401
Attention: John Pike
Bobby Xu
Scott Grinsell
Email: jpike@elliottmgmt.com
bxu@elliottmgmt.com
sgrinsell@elliottmgmt.com

with a copy to:

Olshan Frome Wolosky LLP
1325 Avenue of the Americas
New York, New York 10019
Attention: Steve Wolosky
Kenneth Mantel
Email: swolosky@olshanlaw.com
kmantel@olshanlaw.com

At any time, any party hereto may, by notice given in accordance with this Section 7 to the other party, provide updated information for notices hereunder.

8. Expenses. All fees, costs and expenses incurred in connection with this Agreement and all matters related to this Agreement will be paid by the party incurring such fees, costs or expenses.

9. Specific Performance; Remedies; Venue; Waiver of Jury Trial.

(a) The Company and the Elliott Parties acknowledge and agree that irreparable injury to the other party hereto would occur in the event any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached and that such injury would not be adequately compensable by the remedies available at law (including the payment of money damages). It is accordingly agreed that the Company and the Elliott Parties will be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to seek to enforce specifically the terms and provisions of this Agreement, in addition to any other remedy to which they are entitled at law or in equity. FURTHERMORE, THE COMPANY AND EACH ELLIOTT PARTY AGREES: (1) THE NON-BREACHING PARTY WILL BE ENTITLED TO INJUNCTIVE AND OTHER EQUITABLE RELIEF, WITHOUT PROOF OF ACTUAL DAMAGES; (2) THE BREACHING PARTY WILL NOT PLEAD IN DEFENSE THERETO THAT THERE WOULD BE AN ADEQUATE REMEDY AT LAW; AND (3) THE BREACHING PARTY AGREES TO WAIVE ANY BONDING REQUIREMENT UNDER ANY APPLICABLE LAW, IN THE CASE ANY OTHER PARTY SEEKS TO ENFORCE THE TERMS BY WAY OF EQUITABLE RELIEF. THIS AGREEMENT WILL BE GOVERNED IN ALL RESPECTS, INCLUDING VALIDITY, INTERPRETATION AND EFFECT, BY THE LAWS OF THE STATE OF DELAWARE WITHOUT GIVING EFFECT TO THE CHOICE OF LAW PRINCIPLES OF SUCH STATE.

(b) The Company and each Elliott Party (i) irrevocably and unconditionally submits to the exclusive jurisdiction of the Delaware Court of Chancery (or, only if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, the federal or other state courts located in Wilmington, Delaware), (ii) agrees that it will not attempt to deny or defeat such jurisdiction by motion or other request for leave from any such courts, (iii) agrees that any actions or proceedings arising in connection with this Agreement or the transactions contemplated by this Agreement shall be brought, tried, and determined only in such courts, (iv) waives any claim of improper venue or any claim that those courts are an inconvenient forum and (v) agrees that it will not bring any action relating to this Agreement or the transactions contemplated hereunder in any court other than the aforesaid courts. The parties to this Agreement agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 7 or in such other manner as may be permitted by applicable law as sufficient service of process, shall be valid and sufficient service thereof.

(c) Each of the parties, after consulting or having had the opportunity to consult with counsel, knowingly, voluntarily and intentionally waives any right that such party may have to a trial by jury in any litigation based upon or arising out of this Agreement or any related instrument or agreement, or any of the transactions contemplated thereby, or any course of conduct, dealing, statements (whether oral or written), or actions of any of them. No party hereto shall seek to consolidate, by counterclaim or otherwise, any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

10. Severability. If at any time subsequent to the Effective Date, any provision of this Agreement is held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision will be of no force and effect, but the illegality or unenforceability of such provision will have no effect upon the legality or enforceability of any other provision of this Agreement.

11. Termination. This Agreement will terminate upon the expiration of the Cooperation Period. Upon such termination, this Agreement shall have no further force and effect. Notwithstanding the foregoing, Sections 6 to 16 shall survive termination of this Agreement, and no termination of this Agreement shall relieve any party of liability for any breach of this Agreement arising prior to such termination.

12. Counterparts. This Agreement may be executed in one or more counterparts and by scanned computer image (such as .pdf), each of which will be deemed to be an original copy of this Agreement.

13. No Third-Party Beneficiaries. This Agreement is solely for the benefit of the Company and the Elliott Parties and is not enforceable by any other persons. No party to this Agreement may assign its rights or delegate its obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other parties, and any assignment in contravention hereof will be null and void.

14. No Waiver. No failure or delay by any party in exercising any right or remedy hereunder will operate as a waiver thereof, nor will any single or partial waiver thereof preclude any other or further exercise thereof or the exercise of any other right or remedy hereunder. The failure of a party to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

15. Entire Understanding; Amendment. This Agreement, together with the side letter between the parties of even date herewith, contains the entire understanding of the parties with respect to the subject matter thereof and supersede any and all prior and contemporaneous agreements, memoranda, arrangements and understandings, both written and oral, between the parties, or any of them, with respect to the subject matter thereof. This Agreement may be amended only by an agreement in writing executed by the Company and the Elliott Parties.

16. Interpretation and Construction. The Company and each Elliott Party acknowledges that it has been represented by counsel of its choice throughout all negotiations that have preceded the execution of this Agreement, and that it has executed the same with the advice of said counsel. Each party and its counsel cooperated and participated in the drafting and preparation of this Agreement and the documents referred to herein, and any and all drafts relating thereto exchanged among the parties will be deemed the work product of all of the parties and may not be construed against any party by reason of its drafting or preparation. Accordingly, any rule of law or any legal decision that would require interpretation of any ambiguities in this Agreement against any party that drafted or prepared it is of no application and is hereby expressly waived by the Company and each Elliott Party, and any controversy over interpretations of this Agreement will be decided without regard to events of drafting or preparation. References to specified rules promulgated by the SEC shall be deemed to refer to such rules in effect as of the date of this Agreement. Whenever the words “include,” “includes,” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.”

[*Signature page follows*]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized signatories of the parties as of the date hereof.

ELLIOTT INVESTMENT MANAGEMENT L.P.

By: /s/ Elliot Greenberg
Name: Elliot Greenberg
Title: Vice President

ELLIOTT ASSOCIATES, L.P.

By: Elliott Investment Management L.P., as attorney-in-fact

By: /s/ Elliot Greenberg
Name: Elliot Greenberg
Title: Vice President

ELLIOTT INTERNATIONAL, L.P.

By: Elliott Investment Management L.P., as attorney-in-fact

By: /s/ Elliot Greenberg
Name: Elliot Greenberg
Title: Vice President

* * * *

NRG ENERGY, INC.

By: /s/ Brian Curci
Name: Brian Curci
Title: EVP, General Counsel

Exhibit 99.1

PRESS RELEASE

NRG Energy Announces Leadership Changes

NRG Chair Lawrence Coben Appointed Interim President and Chief Executive Officer

Board Initiates Search for Permanent CEO

NRG Director Anne Schaumburg Appointed Lead Independent Director

Four New Independent Directors to Join NRG Board as Part of Collaboration with Elliott

NRG Reaffirms its Previous Guidance, Capital Allocation Framework and Growth and Cost Savings Targets

HOUSTON — November 20, 2023 — NRG Energy, Inc. (NYSE: NRG) ("NRG" or the "Company") today announced that Lawrence Coben, Ph.D., Chair of the NRG Board of Directors, has been appointed Interim President and Chief Executive Officer and that Mauricio Gutierrez, NRG's President and Chief Executive Officer, has departed the Company and resigned from the Board. The NRG Board has initiated a search to identify a permanent CEO and retained a leading search firm to assist with this process. NRG director Anne Schaumburg has also been appointed Lead Independent Director.

"Today, NRG is in a position of strength," Dr. Coben said. "The Company is generating substantial cash flow, which is supporting a solid balance sheet, investments in our business and meaningful capital returns. The integration of Vivint is well underway, and as a differentiated company at the intersection of energy and smart home technology, NRG has clear upside value creation opportunities."

Dr. Coben continued, "The Board is confident in NRG's strategic direction as a consumer energy and services company, and we extend our appreciation to Mauricio for his contributions in helping to build NRG's solid foundation as we prepare for the next generation of leadership."

Heather Cox, Chair of the Governance and Nominating Committee of the NRG Board, said, "Larry's experience as Chair of NRG's Board of Directors, together with his experience as a CEO and as an investor in many companies in the energy industry, provide a cross-section of skills that make him well-suited to serve as Interim President and Chief Executive Officer. We are confident that Larry's stewardship, with the support of NRG's strong executive management team, will continue to drive the strategy and business forward while the CEO search is conducted."

New Independent Director Appointments and Operations/Cost Structure Review

NRG also announced that, pursuant to a cooperation agreement with Elliott Investment Management L.P. ("Elliott"), four new independent directors will be joining the Company's Board:

- Marwan Fawaz, former executive advisor for Google and its parent company, Alphabet, and former CEO of Nest and of Motorola Home;
- Kevin Howell, former Chief Operating Officer of Dynegy Inc. and former Regional President of NRG Texas;
- Alex Pourbaix, Executive Chair and prior President and Chief Executive Officer of Cenovus Energy; and
- Marcie Zlotnik, Co-Founder, Chief Operating Officer and Chair of Texas retail electricity provider, StarTex Power.

These directors were identified as part of NRG's previously announced Board refreshment process and in collaboration with Elliott. With these appointments, NRG's Board will consist of 13 directors, 12 of whom are independent. Messrs. Howell and Pourbaix will join the Board's CEO Search Committee, which will also include independent NRG directors Lisa Donohue (Chair), Antonio Carrillo and Heather Cox. It is expected that the size of the Board will be reduced to 11 members in the second half of 2024.

NRG will also conduct a comprehensive review of its operations and cost structure to identify additional opportunities to become more efficient and further enhance capital return to shareholders. The review will be undertaken with a continued commitment to reliability in the markets NRG serves and with the support of external advisors.

Elliott Partner John Pike and Portfolio Manager Bobby Xu said, "We invested in NRG because we believed that a renewed focus on best-in-class operations and returns-driven capital allocation would strengthen NRG and enable it to deliver significant upside for shareholders. The changes announced today, including the addition of four new Board members with strong operational backgrounds, represent a key milestone toward this end. We look forward to continuing our dialogue with the Company as it works to execute on this opportunity."

Dr. Coben added, "Our new directors bring complementary experience as proven operators in the energy industry and in leading growing innovative home technology companies with iconic brands. Their expertise will help ensure we capture the value we create by offering a smarter, cleaner and more digitally enhanced energy ecosystem. We welcome them to the Board."

The cooperation agreement with Elliott contains customary standstill, voting and other provisions, and will be filed on a Form 8-K with the Securities and Exchange Commission.

Reaffirming 2023 and 2024 Guidance, Capital Allocation Framework, and Growth and Cost Savings Targets

In connection with today's announcement, NRG is reaffirming its guidance for 2023 and 2024, as previously announced on November 2, 2023, as well as its previously announced strategic growth plan, cost savings targets and capital allocation framework, including its path to investment grade credit metrics, discussed during its Investor Day on June 22, 2023.

· **Guidance:** The Company is reaffirming its 2023 and 2024 financial guidance:

Adjusted EBITDA, Cash Provided by Operating Activities, and FCFbG Guidance[a]

(In millions)	2023 Guidance	2024 Guidance
Adjusted EBITDA	$3,150 - $3,300	$3,300 - $3,550
Cash Provided by Operating Activities	$1,750 - $1,900	$1,825 - $2,075
FCFbG	$1,725 - $1,875	$1,825 - $2,075

a. Adjusted EBITDA and FCFbG are non-GAAP financial measures; see Appendix for GAAP Reconciliation from Net Income to FCFbG. Adjusted EBITDA excludes fair value adjustments related to derivatives. The Company is unable to provide guidance for Net Income due to the impact of such fair value adjustments related to derivatives in a given year. Cash Provided by Operating Activities does not include changes in collateral deposits in support of risk management activities which are primarily associated with fair value adjustments related to derivatives.

- **Capital allocation:** As reviewed with its 2023 third quarter results on November 2, 2023, NRG's 2024 capital allocation plan includes $500 million in debt reduction, $825 million in share repurchases, an 8% increase of the annual common dividend to $1.63 per share consistent with the Company's 7-9% long-term growth target, and $342 million in growth and other. The Company is committed to returning 80% of excess cash to shareholders and investing 20% in growth initiatives with an expected $6.9 billion of capital returns to shareholders through share purchases and dividends through 2027.

- **Cost savings:** The Company is affirming its cost savings plan discussed at NRG's investor day in June earlier this year, which included a new $150 million cost reduction initiative that is expected to be completed by 2025, derived from operations and maintenance efficiencies, sourcing optimization, automation, service levels, spans of control and other redundancies. These savings are in addition to $300 million in Direct Energy cost synergies that are expected to be completed by the end of 2023 and $100 million in cost synergies related to the Vivint acquisition that are expected to be completed by 2025.

Advisors

Evercore and Lazard acted as financial advisors to NRG Energy, and White & Case LLP and Cravath, Swaine & Moore LLP acted as legal advisors. BofA Securities, Inc. acted as financial advisor to the NRG Board of Directors, and Potter Anderson & Corroon LLP acted as legal advisor.

About Lawrence S. Coben, Ph.D.

Dr. Coben has served as Chair of the NRG Board of Directors since 2017 and has been a member of the Board since 2003.

From 2003 to 2017, he was Chairman and Chief Executive Officer of various affiliates of Tremisis Energy. Dr. Coben also served on the Board of Directors of SAESA, a Chilean utility, from 2008 to 2010, the Board of Prisma Energy from 2003 to 2006, and the advisory board of Morgan Stanley Infrastructure II, L.P. from 2014 to 2016. He currently serves on the Board of Directors of Freshpet, Inc.

Dr. Coben is also the Executive Director of the ESCALA Initiative, a leading NGO that provides a Business School and Capacity Training Program to marginalized women entrepreneurs around the world.

Dr. Coben received a Bachelor of Arts in economics from Yale University, a Juris Doctor from Harvard Law School, and a Master of Arts and Ph.D. in anthropology with a focus in archaeology from the University of Pennsylvania.

About Anne Schaumburg

Ms. Schaumburg has served as a member of NRG's Board of Directors since 2005. From 1984 to 2002, she was a Managing Director and senior banker in the Global Energy Group at Credit Suisse First Boston. Ms. Schaumburg also served as Managing Director in the utilities group at Dean Witter Financial Services Group and as a member of the public utilities group at First Boston Corporation.

She currently serves as independent Chair of the Board of Brookfield Infrastructure Partners and Chair of the Board's Compensation Committee of Brookfield Reinsurance Ltd.

Ms. Schaumburg is a graduate of City University of New York.

About Marwan Fawaz

Marwan Fawaz brings decades of experience in the telecommunications technology sector, Smart Home services and technology, Internet of Things and 5G along with experience in general technology strategies.

Mr. Fawaz is the former executive advisor for Google and its parent company, Alphabet, where he provided strategic advisory and M&A support in the areas of telecom, broadband, home automation, media and 5G mobile sectors from 2019 to 2022. He held CEO roles at Nest from 2016 to 2018 and Motorola Home from 2012 to 2013. Under his leadership, Motorola Home was repositioned and acquired for $2.35 billion by Arris and Nest revenues tripled. He served as Executive Vice President, Operations and Chief Technology of Charter Communications from 2006 to 2011 and as Senior Vice President and Chief Technology Officer of Adelphia Communications from 2003 to 2006. Earlier in his career, Mr. Fawaz held leadership positions at MediaOne and other cable and broadband companies.

Mr. Fawaz has served on the Board of CSG Systems International, Inc. since 2016. He was a director of Synacor, Inc. from 2012 to 2021 through its acquisition by Centre Lane Partners. Mr. Fawaz holds a Bachelor of Science degree in electrical engineering and a Master of Science degree in telecommunications, both from California State University at Long Beach.

About Kevin Howell

Mr. Howell served as Chief Operating Officer of Dynegy Inc. during its restructuring from 2011 to 2013. In this role he oversaw Plant Operations, Commercial Operations and Environmental, Health and Safety. From 2005 to 2010, Mr. Howell served in various capacities at NRG, including as Regional President, NRG Texas, where he was responsible for managing NRG's Texas operations, comprising more than 2,600 professional employees focused on safe, reliable and cost-effective energy generation and delivery. Prior to this, he served as NRG's Executive Vice President, Commercial Operations, responsible for the optimization of the company's asset portfolio and fuel requirements. Before joining NRG, Mr. Howell served as President of Dominion Energy Clearinghouse from 2001 to 2005. From 1995 to 2001, Mr. Howell held various positions within the Duke Energy portfolio, including Senior Vice President of Duke Energy Trading and Marketing, Senior Vice President of Duke Energy International and Executive Vice President of Duke Energy Merchants, where he managed a global trading group dealing in refined products, LNG and coal.

Mr. Howell currently serves on the Board of TexGen LLC, which owns a fleet of gas-fired power plants in the ERCOT market, and as a Board member of Energy Harbor Corp., which owns a fleet of nuclear power plants and retail power operations. He has previously served as Chairman of the Board for Atlantic Power Corp., which owns a diversified fleet of power-generation assets. He served on the Atlantic Power Board beginning in January of 2015 and was elected Chairman in June of 2019. His previous board experience includes Chairman of Illinois Power Generation (a subsidiary of Dynegy Inc.), Sunnova Energy (a retail solar provider), Nanosolar (a thin film solar manufacturer), Entrust Energy (a power and natural gas retailer) and South Texas Nuclear Operating Company.

About Alex Pourbaix

Mr. Pourbaix has more than 30 years of leadership experience across the energy industry.

He has served as Executive Chair of the Board of Cenovus Energy since 2023 and served as President and Chief Executive Officer and member of the board from 2017 to 2023. As Executive Chair of Cenovus, Mr. Pourbaix is responsible for providing leadership to the Board and ensuring ongoing strong governance, while supporting management's execution of the company's strategy. He also leads Cenovus's advocacy efforts including industry initiatives, government relations, ESG engagement and provides ongoing leadership with the Pathways Alliance. As CEO of Cenovus, he was instrumental in strengthening Cenovus's balance sheet, implementing a disciplined capital allocation framework and reducing costs. He led the company's strategic acquisition of Husky Energy, which closed in January 2021, and also helped co-found the Pathways Alliance. Prior to joining Cenovus, Mr. Pourbaix spent 27 years with TC Energy and its affiliates in a broad range of leadership roles, including Chief Operating Officer, where he was responsible for the company's commercial activity and overseeing major energy infrastructure projects.

Mr. Pourbaix has served on the Board of TSX-listed Canadian Utilities Limited since 2019. He was a director of Trican Well Service Ltd. from 2012 to 2019. Mr. Pourbaix earned Bachelor of Laws and Bachelor of Arts degrees from the University of Alberta.

About Marcie C. Zlotnik

Ms. Zlotnik has more than 20 years of experience in the retail electricity sector and has built extensive knowledge of the Texas restructured market. Ms. Zlotnik co-founded and was Chief Operating Officer and Chair of StarTex Power, a retail electricity provider in Texas that was acquired by Constellation Energy in 2011. Before StarTex, Ms. Zlotnik was a member of the Board of Gexa Energy, another retail electricity provider in Texas that Ms. Zlotnik co-founded after the ERCOT market opened for retail competition in 2001.

Most recently, Ms. Zlotnik served on the Board of Just Energy, the largest independent energy retailer in North America (TSXV:JE). As Chair of its Compensation and Legislative/Regulatory Committees she marshalled efforts that resulted in the successful passage of legislation bringing financial stability to the competitive retail electric market and $150 million to Just Energy. Prior to joining the JE Board, Marcie served on the boards of Crius Energy from 2018 until its 2019 sale to Vistra Energy, Frontier Utilities and Esco Advisors. In 2019, Ms. Zlotnik was named Chair of the Business Advisory Board at the University of Texas, McCombs School of Business and the McCombs School Dean's search committee in 2021. She was the 2018 recipient of the Gulf Coast Power Association (GCPA) Pat Wood Power Star Award, acknowledging her significant contributions towards the advancement of competitive energy markets in Texas. In 2015, Ms. Zlotnik was inducted into the University of Texas at Austin McCombs School of Business Hall of Fame and was the inaugural recipient of the GCPA emPOWERment Award.

Ms. Zlotnik is a CPA and earned a Bachelor of Business Administration in Accounting from the University of Texas at Austin.

About NRG

NRG Energy is a leading energy and home services company powered by people and our passion for a smarter, cleaner, and more connected future. A Fortune 500 company operating in the United States and Canada, NRG delivers innovative solutions that help people, organizations, and businesses achieve their goals while also advocating for competitive energy markets and customer choice. More information is available at www.nrg.com. Connect with NRG on Facebook and LinkedIn, and follow us on X (formerly known as Twitter), @nrgenergy.

Forward-Looking Statements

This news release contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. Forward-looking statements are subject to certain risks, uncertainties and assumptions and typically can be identified by the use of words such as "expect," "estimate," "should," "anticipate," "forecast," "plan," "guidance," "outlook," "believe" and similar terms. Although NRG believes that the expectations are reasonable, it can give no assurance that these expectations will prove to be correct, and actual results may vary materially.

Although NRG believes that its expectations are reasonable, it can give no assurance that these expectations will prove to be correct, and actual results may vary materially. Factors that could cause actual results to differ materially from those contemplated herein include, among others, general economic conditions, including increasing interest rates and rising inflation, hazards customary in the power industry, weather conditions and extreme weather events, competition in wholesale power, gas and smart home markets, the volatility of energy and fuel prices, failure of customers or counterparties to perform under contracts, changes in the wholesale power and gas markets, changes in government or market regulations, the condition of capital markets generally and NRG's ability to access capital markets, NRG's ability to execute its market operations strategy, risks related to data privacy, cyberterrorism and inadequate cybersecurity, the loss of data, unanticipated outages at NRG's generation facilities, NRG's ability to achieve its net debt targets, adverse results in current and future litigation, complaints, product liability claims and/or adverse publicity, failure to identify, execute or successfully implement acquisitions or asset sales, risks of the smart home and security industry, including risks of and publicity surrounding the sales, subscriber origination and retention process, the impact of changes in consumer spending patterns, consumer preferences, geopolitical tensions, demographic trends, supply chain disruptions, NRG's ability to implement value enhancing improvements to plant operations and companywide processes, NRG's ability to achieve or maintain investment grade credit metrics, NRG's ability to proceed with projects under development or the inability to complete the construction of such projects on schedule or within budget, the inability to maintain or create successful partnering relationships, NRG's ability to operate its business efficiently, NRG's ability to retain retail customers, the ability to successfully integrate businesses of acquired companies, including Direct Energy and Vivint Smart Home, NRG's ability to realize anticipated benefits of transactions (including expected cost savings and other synergies) or the risk that anticipated benefits may take longer to realize than expected, and NRG's ability to execute its capital allocation plan. Achieving investment grade credit metrics is not an indication of or guarantee that the Company will receive investment grade credit ratings. Debt and share repurchases may be made from time to time subject to market conditions and other factors, including as permitted by United States securities laws. Furthermore, any common stock dividend is subject to available capital and market conditions.

NRG undertakes no obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law. The adjusted EBITDA, cash provided by operating activities and free cash flow before growth guidance are estimates as of November 20, 2023. These estimates are based on assumptions NRG believed to be reasonable as of that date. NRG disclaims any current intention to update such guidance, except as required by law. The foregoing review of factors that could cause NRG's actual results to differ materially from those contemplated in the forward-looking statements included in this news release should be considered in connection with information regarding risks and uncertainties that may affect NRG's future results included in NRG's filings with the SEC at www.sec.gov.

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Appendix

2023 and 2024 Guidance Reconciliations

The following table summarizes the calculation of Adjusted EBITDA providing reconciliation to Net Income, and the calculation of FCFbG providing a reconciliation to Cash provided by operating activities[1]:

($ in millions)	2023 Guidance	2024 Guidance
Net Income	**$ 1,900 - 2,050**	**$ 750 - 1,000**
Interest expense, net	580	640
Income tax	705	345
Depreciation and amortization	1,190	1,075
ARO expense	20	25
Amortization of customer acquisition costs	125	215
Stock-based compensation	90	100
Acquisition and divestiture integration and transaction costs	160	55
Other costs	(1,620)	95
Adjusted EBITDA	**3,150 - 3,300**	**3,300 - 3,550**
Interest payments, net	(530)	(600)
Income tax	(60)	(160)
Net deferred revenue	185	190
Amortization of customer fulfillment costs	35	130
Capitalized contract costs	(675)	(830)
Working capital / other assets and liabilities	(355)	(205)
Cash provided by operating activities	**1,750 - 1,900**	**1,825 - 2,075**
Acquisition and other costs	152	124
Adjusted cash provided by operating activities	**1,902 - 2,052**	**1,949 - 2,199**
Maintenance capital expenditures, net	(270) - (290)	(240) - (260)
Environmental capital expenditures	(5) - (10)	(20) - (30)
Net cash for growth initiatives	105	145
Free Cash Flow before Growth Investments (FCFbG)	**$ 1,725 - 1,875**	**$ 1,825 - 2,075**

[1] See the November 2, 2023 earnings press release for more detail on definitions and drivers.

EBITDA and Adjusted EBITDA are non-GAAP financial measures. These measurements are not recognized in accordance with GAAP and should not be viewed as an alternative to GAAP measures of performance. The presentation of Adjusted EBITDA should not be construed as an inference that NRG's future results will be unaffected by unusual or non-recurring items.

EBITDA represents net income before interest expense (including loss on debt extinguishment), income taxes, depreciation and amortization, asset retirement obligation expenses, contract amortization consisting of amortization of power and fuel contracts and amortization of emission allowances. EBITDA is presented because NRG considers it an important supplemental measure of its performance and believes debt-holders frequently use EBITDA to analyze operating performance and debt service capacity. EBITDA has limitations as an analytical tool, and you should not consider it in isolation, or as a substitute for analysis of our operating results as reported under GAAP. Some of these limitations are:

- EBITDA does not reflect cash expenditures, or future requirements for capital expenditures, or contractual commitments;
- EBITDA does not reflect changes in, or cash requirements for, working capital needs;
- EBITDA does not reflect the significant interest expense, or the cash requirements necessary to service interest or principal payments, on debt or cash income tax payments;
- Although depreciation and amortization are non-cash charges, the assets being depreciated and amortized will often have to be replaced in the future, and EBITDA does not reflect any cash requirements for such replacements; and
- Other companies in this industry may calculate EBITDA differently than NRG does, limiting its usefulness as a comparative measure.

Because of these limitations, EBITDA should not be considered as a measure of discretionary cash available to use to invest in the growth of NRG's business. NRG compensates for these limitations by relying primarily on our GAAP results and using EBITDA and Adjusted EBITDA only supplementally. See the statements of cash flow included in the financial statements that are a part of this news release.

Adjusted EBITDA is presented as a further supplemental measure of operating performance. As NRG defines it, Adjusted EBITDA represents EBITDA excluding the impact of stock-based compensation, amortization of customer acquisition costs (primarily amortized commissions), impairment losses, deactivation costs, gains or losses on sales, dispositions or retirements of assets, any mark-to-market gains or losses from forward position of economic hedges, adjustments to exclude the Adjusted EBITDA related to the non-controlling interest, gains or losses on the repurchase, modification or extinguishment of debt, the impact of restructuring and any extraordinary, unusual or non-recurring items, plus adjustments to reflect the Adjusted EBITDA from our unconsolidated investments. The reader is encouraged to evaluate each adjustment and the reasons NRG considers it appropriate for supplemental analysis. As an analytical tool, Adjusted EBITDA is subject to all of the limitations applicable to EBITDA. In addition, in evaluating Adjusted EBITDA, the reader should be aware that in the future NRG may incur expenses similar to the adjustments in this news release.

Management believes Adjusted EBITDA is useful to investors and other users of NRG's financial statements in evaluating its operating performance because it provides an additional tool to compare business performance across companies and across periods and adjusts for items that we do not consider indicative of NRG's future operating performance. This measure is widely used by debt-holders to analyze operating performance and debt service capacity and by equity investors to measure our operating performance without regard to items such as interest expense, taxes, depreciation and amortization, which can vary substantially from company to company depending upon accounting methods and book value of assets, capital structure and the method by which assets were acquired. Management uses Adjusted EBITDA as a measure of operating performance to assist in comparing performance from period to period on a consistent basis and to readily view operating trends, as a measure for planning and forecasting overall expectations, and for evaluating actual results against such expectations, and in communications with NRG's Board of Directors, shareholders, creditors, analysts and investors concerning its financial performance.

Adjusted Cash provided by operating activities is a non-GAAP measure NRG provides to show cash provided/(used) by operating activities with the reclassification of net payments of derivative contracts acquired in business combinations from financing to operating cash flow, as well as the add back of merger, integration, related restructuring costs, changes in the nuclear decommissioning trust liability, and the impact of extraordinary, unusual or non-recurring items. The Company provides the reader with this alternative view of Cash provided/(used) by operating activities because the cash settlement of these derivative contracts materially impact operating revenues and cost of sales, while GAAP requires NRG to treat them as if there was a financing activity associated with the contracts as of the acquisition dates. The Company adds back merger, integration related restructuring costs as they are one time and unique in nature and do not reflect ongoing Cash Flows from Operating Activities and they are fully disclosed to investors. The company excludes changes in the nuclear decommissioning trust liability as these amounts are offset by changes in the decommissioning fund shown in Cash Flows from Investing Activities.

Free Cash Flow before Growth Investments is Adjusted Cash provided by operating activities less maintenance and environmental capital expenditures, net of funding and insurance recoveries related to property, plant and equipment, dividends from preferred instruments treated as debt by ratings agencies, and distributions to non-controlling interests and is used by NRG predominantly as a forecasting tool to estimate cash available for debt reduction and other capital allocation alternatives. The reader is encouraged to evaluate each of these adjustments and the reasons NRG considers them appropriate for supplemental analysis. Because we have mandatory debt service requirements (and other non-discretionary expenditures) investors should not rely on Free Cash Flow before Growth Investments as a measure of cash available for discretionary expenditures.

Free Cash Flow before Growth Investments is utilized by Management in making decisions regarding the allocation of capital. Free Cash Flow before Growth Investments is presented because the Company believes it is a useful tool for assessing the financial performance in the current period. In addition, NRG's peers evaluate cash available for allocation in a similar manner and accordingly, it is a meaningful indicator for investors to benchmark NRG's performance against its peers. Free Cash Flow before Growth Investments is a performance measure and is not intended to represent Net Income/(Loss), Cash provided/(used) by operating activities (the most directly comparable U.S. GAAP measure), or liquidity and is not necessarily comparable to similarly titled measures reported by other companies.